



Transforming Homes,
Lives & Communities

Trent & Dove Housing

Contract for:

Internal Refurbishment Programme

Document 3 - Term Brief

Trent and Dove
Trinity Square,
Burton Upon Trent
DE14 1BL

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1.0 INTRODUCTION

1.1 General

- 1.1.1 The Client – Trent and Dove (T&D) will appoint a Service Provider for the delivery of the Internal Refurbishment Programme 2026-2031 including the following works which will be carried out in both void and occupied properties.
- 1.1.2 This document shall be read in conjunction with the rest of the Contract Documents.
- 1.1.3 All work performed and services provided by the Service Provider shall comply with the requirements of the Contract Documents.
- 1.1.4 All materials and workmanship must be to a high level of quality and comply with the appropriate British Standard or BSEN whether specifically referenced in the Contract Documents or not.
- 1.1.5 All work must be designed, installed and tested/commissioned in accordance with the appropriate British Standard, BSEN or Regulation whether these requirements are stated in the Contract Documents or not.
- 1.1.6 In the event of any conflict between this Specification and any other part of the Contract Documents, the decision of the Client Representative will be final and absolute.

1.2 Nature of the Stock

- 1.2.1 T&D has a current stock level of around 6,369 units. The current stock profile is set out in table 1 below.
- 1.2.2 The Service Provider should note that the number of properties within each Contract Area or the number of Contract Areas themselves may increase or decrease during the term of the Programme as a consequence of among other things, stock acquisitions, disposals, construction of new properties or a reorganisation of neighbourhood boundaries.

Table 1 – Housing Stock by Archetype

Archetype	Count
House - Pre 1945	724
House - 1945 to 1964	965
House - 1965 to 1974	67
House - 1975 to 2009	435
House - Post 2009	928
Bungalow - Pre 1945	52
Bungalow - 1945 to 1964	166
Bungalow - 1965 to 1974	148
Bungalow - 1975 to 2009	305
Bungalow - Post 2009	95
Flat/Maisonette - Pre 1945	33
Flat/Maisonette - 1945 to 1964	1,023
Flat/Maisonette - 1965 to 1974	407
Flat/Maisonette - 1975 to 2009	515

Flat/Maisonette - Post 2009	319
Sheltered Scheme	165
Room	2
Total Dwellings	6,369

1.3 Stock Condition Survey

- 1.3.1 T&D has circa 50% condition survey of their housing stock, the main findings of the survey concluded that:

Internal Works

- Bathrooms were found to be of a variable condition. Approximately 500 will need renewing over the next five years.
- Kitchens were also found to be of varying condition with some below modern standards. Approximately 1,050 replacement kitchens will be required over the next five years.

1.4 Resources available to T&D

- 1.4.1 T&D is working with Savills to increase the number of stock condition surveys and in addition to the 50% survey completed in 2018/ 19 Savills will have completed a further 80% by October 2025 after which Investment planning and financial planning will be completed in Q3/ Q4 to update its projections to meet T&D Standards, revisions to Building Regulations, reductions in stock numbers and the impact of investment carried out since the stock condition survey was completed in 2019. The T&Ds investment and procurement programme will be based on this updated information, which is envisaged to commence in Year 1 2026/27.

- 1.4.2 T&D have in their investment plan based on the original stock condition survey data allocated circa £40 million to spend on the stock over the next five years. Of this £12.2 million has been allocated for Internals works programme.

- 1.4.3 The figures in the table below are indicative. **N.B. Investment planning will be undertaken after an 80% stock condition survey in Q3 so figures in financial plan and investment plan WILL change**
Table 2 - Indicative Spend Profile

Programme	Year 1 2026/27	Year 2 2027/28	Year 3 2028/29	Year 4 2029/30	Year 5 2030/31	Total
Kitchens	£1,787,000	£1,787,000	£1,787,000	£1,787,000	£1,787,000	£ 8,935,000
Bathrooms	£537,000	£537,000	£537,000	£537,000	£537,000	£2,685,000
Adaptations - LAS	£70,000	£70,000	£70,000	£70,000	£70,000	£350,000
Adaptations - Revenue	£51,500	£51,500	£51,500	£51,500	£51,500	£257,500
Total	£2,445,500	£2,445,500	£2,445,500	£2,445,500	£2,445,500	£12,227,500

- 1.4.4 All prices and values quoted throughout this Term Brief and the Invitation Document are inclusive of Value Added Tax.

- 1.4.5 A detailed Property List for each Contract Area is included in the Price Schedule Document.

1.5 Key Objectives of the Programme

1.5.1 The Client aspires to be a leader in customer service, not just within the social housing sector but at a national level. The Client's customers are at the centre of shaping the service they receive so the Client can meet their aspirations for a modern, well-maintained home. The Service Provider is expected to deliver all aspects of their allocated Programme in accordance with the Client's performance requirements, as set out in the aims below:

1.5.2 Additional objectives of the Client and Service Provider shall comprise:

- Improve customer satisfaction;
- Closer working relationships and Partnerships;
- Achieve value for money;
- Increase efficiencies in delivery of the Term Programme;
- Obtain quality improvements in delivery of the Programme;
- Ensure probity & accountability in the commissioning and execution of Works.
- Obtain financial accuracy and efficient invoicing process;
- Predictability and accurate cash flow forecasting

2.0 THE PROGRAMME

2.1 Scope of Works

2.1.1 The scope of work required in each property will be determined by a validation survey for each property and block identified on the Property List issued to the Service Provider. Once agreed, no change to that scope of work will be permitted without the express written instruction of the Client Representative.

2.1.2 The Service Provider shall perform work and provide services in accordance with all Statutory Requirements and with the skill, care and diligence of a properly qualified and competent Service Provider experienced in performing work and providing services of similar volume, scope, timescales and complexity as those covered by the Contract.

2.1.3 The scope or overall value of work or services under the Contract cannot be predetermined and no undertaking is given in this regard. The Service Provider is deemed to have allowed for all intermittent or abnormal workloads in their Tender and the rates, percentages and all other pricing information quoted in the Contract.

2.2 Mobilisation

2.2.1 The Mobilisation Period (MP) runs from the date of contract award to the Start on Site Date on site under the Contract.

2.2.2 The purpose of the MP is to ensure that all resources and working procedures are in place in order to ensure that the required work and services may be fully delivered in an effective and efficient manner from the Commencement Date.

2.2.3 These include but are not limited to the availability of operational personnel/vehicles/plant equipment etc., the establishment of appropriate supervisory and management structures/ communication protocols/order processes/Key Performance Indicator measurement methodologies/ full contract management and reporting capability/required ICT systems/ and the

appointment of a permanent Service Provider's representative approved by the Client Representative.

- 2.2.4 The Service Provider shall plan and resource their MP activities to achieve the above prior to start on site.
- 2.2.5 With effect from the date of contract award, the Service Provider shall appoint a competent and suitably experienced person who will have overall responsibility for the management of all activities associated with the MP.
- 2.2.6 During the MP, the Service Provider shall become fully familiar with the Contract Area and the location, nature and layout of properties within it, key processes and procedures, the Client's relevant personnel as advised by the Client Representative and main stakeholders including if appropriate, Customer representatives.
- 2.2.7 Mobilisation Programme - By the date of the Pre-Contract Commencement Meeting or within seven days of the date of contract award (whichever is the earlier), the Service Provider shall have delivered to the Client Representative, a Mobilisation Programme detailing as a minimum:
- Activities;
 - Timescales and milestones
 - The person referred to in 2.2.5.
- 2.2.8 In preparing their Mobilisation Programme, the Service Provider shall have full regard to:
- The matters laid out in 2.2.2;
 - The responses to the Qualitative Questions submitted with their Tender and incorporated in the Contract Documents.

2.3 Mobilisation Meetings

- 2.3.1 The Service Provider will be required to attend an initial meeting within two weeks of the commencement of the MP at a date, time and location to be advised by the Client Representative giving at least three Full Working Days' notice.
- 2.3.2 Subsequent meetings during the MP may be called as required by the Client Representative normally at two-week intervals in order to review progress.
- 2.3.3 In addition to the person appointed by the Service Provider and in accordance with 2.2.5, such meetings shall be attended, as required by the Client Representative, by members of the Service Provider's and, where appropriate, any Sub-Service Provider's personnel responsible for delivering the work and services from the Commencement Date including but not necessarily limited to:
- Supervisors and managers;
 - Administrative staff responsible for, for example, order handling and invoicing;
 - Health and safety representatives.
 - Customer Liaison Officers
- 2.3.4 A separate meeting dealing specifically with asbestos related matters will be held during the MP with representatives of the Client's Compliance Team. The Service Provider is to ensure the availability of appropriate representatives.

2.3.5 All mobilisation meetings will be held at the Client's Offices, unless otherwise agreed.

2.4 Mobilisation Deliverables

2.4.1 Meetings will be arranged between the Client, Client Representative and the Service Provider to agree a timetable for Mobilisation Deliverables and the appointed Service Providers will attend strategic workshops to develop and agree the following:

- Core Group membership and Terms of Reference,
- Key lines of communication,
- KPIs including targets, means of measure, consequence of not meeting targets and reporting;
- The Partnering Timetable;
- Customer liaison and profiling;
- Commercial and reporting protocols;
- Risk and project management.

2.4.2 The Service Provider shall be deemed to have allowed for all costs associated with mobilisation activities in their Tender.

3.0 TERM PARTNERING, PROJECT METHODOLOGY AND BUILD COST INFLATION

3.1 Term Partnering and Project Methodology

3.1.1 The Client considers that delivering the Programme through a partnered term contract will offer the best results.

3.1.2 By engaging with the Service Providers and the supply chain early in the process, the Partnering Team will be able to fully understand the scope, scale and location of works before construction begins. This approach allows decisions to be made by the partnering team as to the most efficient and effective delivery model to ensure the Term Programme is completed by the most efficient means.

3.1.3 To support the partnering aims, the successful Service Providers will be appointed to the ACA Standard Form of Contract for Term Partnering; TPC 2005 (amended 2008) (updated 2011) as set out in Document 2. A Task Order will be issued to the Service Provider for the agreed group of properties to be completed in the first year.

3.1.4 It is the intention that the scope and value of work included in each annual programme will be determined from the detailed scoping survey and validation survey provided by the Client.

3.1.5 The contract is designed to stimulate a collaborative working environment between the parties and among other things, encourage excellent performance measured against agreed key performance indicators.

3.1.6 The Client intends to appoint the top ranked Service Provider to carry out the maximum 5 year programme under a TPC 2005 Form of Contract. It is intended that in the first year, an initial Task Order will be raised for a pilot scheme of circa 20 to 50 properties, followed by a further Task Order for the remaining properties identified in the year 1 programme. Dependent on the outcomes of the

previous Task Order, Service Provider's performance and available budget provisions, subsequent Task Orders are likely to be raised on an annual basis, with the intention of ensuring continuity of work volumes for the Service Provider.

- 3.1.7 Where so constrained by available budget provision or other influencing factors the Client retains the right to issue no Task Orders for the works. The Service Provider should not therefore assume any volumes of work or associated income under the terms of the contract.
- 3.1.8 The Task Order will limit the number of properties the Service Provider will be permitted to work on at any one time to ensure that control is maintained during the Term Programme. The number of properties issued will reflect the capacity of the Service Provider, the budget available and programme targets.
- 3.1.9 The Client does not intend to pay for materials on site, rather to pay a final payment on completion of each and every Property or Block for which a handover certificate has been issued.
- 3.1.10 This final payment will be the sum of the rates for each component installed and any agreed variations applicable. No additional costs will be paid unless they have been instructed by way of a Variation Order issued by the Client Representative.
- 3.1.11 It is not intended to hold any retention on payments. However, in the event of poor performance by the Service Provider following a KPI review, the Client will consider adopting a system of retention to be agreed by the Core Group. It may also be a requirement that retention is held on the final Task Order of the Term Programme.
- 3.1.12 The Client typically does not intend to decant tenants during the works. However, there may be circumstances where exceptionally frail or infirm customers are required to move to alternative accommodation for health and safety reasons. In that event, the Client and the Service Provider will agree the specific arrangements required with the customer in question.

3.2 Price Fluctuations

- 3.2.1 All rates, costs, unit prices and all other pricing information given in the Price Schedule ("Prices") are to be fixed in respect of all works placed under the Contract up to and including 31st March 2027.
- 3.2.2 In the event of the Contract being extended, an adjustment to the Prices will be considered provided that the Service Provider has met or exceeded the then current Key Performance Indicator (KPI) targets for at least three of the four months immediately preceding the end of the initial Contract Period.
- 3.2.3 Such adjustment will be made in accordance with the "United Kingdom – All Rate" CPI Index as follows:

$$F = \frac{A + A(C-B)}{B}$$

Where F = Adjusted price

A = Initial price

B = Index for Q1 2026

C = Index for Q1 2027

3.2.4 T&D expects the selected Service Providers to jointly explore ways of mitigating any inflationary pressure through the following:

- i) innovations;
- ii) supply chain management, including reference to any supply chain contracts where savings can be demonstrated;
- iii) the ability of partners to secure other long term high volume supply agreements resulting in lower costs; and
- iv) continuous improvement to drive through efficiency savings.

3.2.5 Please note that the Client will not be liable for any costs incurred by the Service Provider in anticipation of work. For example, the Service Provider should not assume that the volumes and tendered price contained in the pricing schedule will be achieved, as these are indicative and subject to change pending client discretion, actual identified volumes of works, tenant refusals, , Service Provider's performance, available budget provisions etc.

4.0 PROJECT MANAGEMENT METHODOLOGY

4.1 General

- 4.1.1 The Programme will be managed in line with the terms of the Conditions of Contract.
- 4.1.2 It is the intention of the Client to appoint a Project Management Team to oversee the works within the Programme.
- 4.1.3 The Service Provider shall at all times employ sufficient labour, materials, plant and equipment to ensure that all work performed under the Contract is started and completed as allowed for under the Contract, including any specific commencement and completion dates relating to Works and in all respects to the satisfaction of the Client Representative.
- 4.1.4 The Service Provider is not permitted to undertake any work beyond the initial instruction and is to confirm the scope of work at the time of design.
- 4.1.5 The Client reserves the right to withdraw any Work at any time. No charge shall be made by the Service Provider if the work is withdrawn before it has commenced on Site.

5.0 MAKING GOOD DEFECTS

5.1 Defects Procedure

- 5.1.1 The Service Provider is required to remedy defects in accordance instructions issued by the Client / Client Representative at any time and/or in response to a request from a Customer outside of Normal Working Hours. Defects are to be responded to and remedied in accordance with the Defect Priority Codes given below.
- 5.1.2 **Normal Working Hours:** Defects reported to the Service Provider during normal working hours are to be dealt with by the Service Provider within timescales based on the Defect Priority Code.
- 5.1.3 **Outside Normal Working Hours:** Defects reported outside normal working hours to the Service Provider will be remedied within the agreed timescales based on the Defect Priority Code. Works reported by a Customer to the Client's Call Centre will be passed to the Service Provider to deal within timescales on the Defect Priority Code below. The Client reserves the right should the Service Provider be unable to meet the response times then the Client's own in-house response repair contractor will attend and carry out the defect which will then be recharge to the Service Provider.
- 5.1.4 Non-urgent works will be passed to Service Provider on the next working day to respond in accordance with the agreed procedure and timescale.
- 5.1.5 **Defects Not Directly Related to Works:** There may be instances where the Service Provider is requested to remedy a defect that on investigation, is found to be unrelated to the work the Service Provider completed. In that instance, the Service Provider will seek instructions from the Client Representative and will be either instructed to rectify the work or it will be passed to the Client's responsive repairs contractor.
- 5.1.6 The Service Provider is to use their best endeavours to ensure the work required is fully completed on the first visit. Only where unavoidable circumstances arise will partial completion be acceptable.
- 5.1.7 Any subsequent work the Service Provider considers necessary is to be notified to the Client Representative, or whoever they may designate, as soon as possible but no later than 09.00 on the next Full Working Day. No further work will be done by the Service Provider until another Order is issued.
- 5.1.8 It is the intention for defects to be reported through T&D Customer Call Centre. Any reported defect will be immediately passed on to the Service Provider for rectification. The Call Centre will be responsible for capturing, recording and reporting all defects for performance monitoring purposes.

5.2 Defect Priority Codes arising from the Works

- 5.2.1 Each defect reported will carry a "priority code" setting out the timescale within which each defect is to be remedied. The priority codes and timescales are shown in the table below.

Priority Code	Timescale
1 – Emergency	Make safe within 3 hours and full repair the following working day.
2 – Urgent	Attend and complete within 24 hours.
3 – Routine/Planned	Routine - Attend and complete within 14 Calendar days. Planned – Attend and complete within 28 Calendar days.

- 5.2.2 A definition of works comprising each priority follows:

5.3 Priority Code 1 - Emergency Repairs

5.3.1 Generally any defect likely to have a detrimental effect to the integrity of the building and the health & safety of the customer and their neighbours. The following list serves as an example, but this list is not exhaustive. Each defect will need to be assessed on its specific merits.

- Boarding up of dwellings;
- Renewal of locks;
- Repair burst water supply pipes;
- Clear blocked WCs and stack;
- Clear blocked drains;
- Glazing Works essential for security & integrity of the building fabric;
- Roofing Works essential to maintain the integrity of the building fabric;
- Renewal/Repair of plumbing installation;
- Restoration of power and lighting;
- Restoring of heating;
- Unsafe/insecure scaffolding
- Removal of materials, plant and debris causing risk to Customers and neighbours
- Structural repairs
- Gas leaks.

5.4 Priority Code 2 - Urgent Repairs

5.4.1 Defects that have the potential to affect the integrity of the building, services within the property or the health & safety of the customer. The following list serves as an example, but this list is by no means exhaustive and each case requires assessing on its specific merits.

- Overflows of W.Cs;
- Minor leakages from water or drainage services;
- WC repairs;
- Cleaning blocked drainage;
- Roofing repairs - non emergency;
- Electrical repairs - non emergency;
- Heating repairs - non emergency, and;
- Structural repairs - non emergency.
- Loss of TV reception and communications

5.5 Priority Code 3 - Non-Urgent, Routine Repairs

5.5.1 Defects that pose no threat to the integrity of the building, services within the property or the health & safety of the occupier or neighbours but nevertheless requires repair due to incomplete works or poor workmanship. The following list serves as an example, but this list is by no means exhaustive and each case requires assessing on its specific merits.

- Replacement of sanitary fittings with minor defects not affecting use or causing damage;
- Plastering & finishing works;
- Decoration;
- Insulation;
- Joinery works
- Clearing blockages in or repairing rainwater goods.

5.5.2 The above codes are indicative and the Client reserves the right to instruct defect repairs to a different priority coding depending on circumstances, at no additional cost to the Client.

6.0 VALIDATION SURVEYS

- 6.1 The extent of the work required in each property will vary due to the age and condition of the existing components. The components to be replaced as shown in the Pricing Schedule are based on the Client's Stock Condition Database (Lifespan) and should not be concluded as the true extent of the works to be undertaken.
- 6.2 The cost of the returned Pricing Schedules will be compared to the stock condition survey rates and the Client's business plan to ensure the cost of the Programme is affordable. It is imperative that the funding within the business plan budgets is not exceeded.
- 6.3 No works will be undertaken in any property that has not been subject to a validation survey i.e. where the stock condition information has been cloned from another property, or where the works found vary to those stated within the stock condition survey or where the actual component cannot be determined from the stock condition survey (Small, Medium or Large Kitchen).
- 6.4 The Service Provider will be able to reasonably cost the works using the data provided from the validation survey. The Service Provider will be responsible for visiting each property to undertake all necessary design work.
- 6.5 The Service Provider is not permitted to undertake any work beyond the validation survey. Any apparent discrepancies between the validation survey results and the condition of the property found at the design survey stage are to be referred to the Client Representative and Client. The decision of the Client will be final.

7.0 PRE-ENTRY SURVEYS AND PROFILING

- 7.1 The Service Provider's Customer Liaison Officer (**SPCLO**) is to provide a quality service to customers. The SPCLO will be expected to visit each property at least once before the work begins in order to meet the customer, explain the scope of work and profile their needs.
- 7.2 Pre-Entry surveys will need to be completed for the installation of each key component by competent and suitably qualified surveyors. SPCLO's will accompany the Service Provider designer on each visit. The Service Provider is to plan the pre-entry survey appointments.
- 7.3 The SPCLO's profiling will pick up among other things the specific needs of each customer, whether or not they will need any additional support from friends or family during the works or if the works are so intrusive that temporary decanting may be required. The outcomes will be shared with the Client Representative and the Client so joint decisions can be made with customers on the best solution.

8.0 DESIGN OF WORKS

Service Providers are expected to allow for all costs associated with designing the Works. Whilst the scope of work required to each property will be instructed by the Client Representative, the Service Provider will be required to design each key component to suit individual property requirements.

It is intended that a simple process will be adopted to build up the cost for each property based on prices per component using rates in the Price Schedule. It is not the intention for works to be re-measured upon completion.

8.1 Pre-Entry and Design Appointment

- 8.1.1 The Service Provider is to contact the Customer and agree a Pre-Entry and Design Appointment. The Appointment is to be planned in collaboration with the Service Provider's Customer Liaison Officer.
- 8.1.2 At least five Normal Working Days prior to the agreed date for the Appointment, the Service Provider is to deliver to the affected Property a combined Introduction and Appointment Letter addressed to the Customer and follow this with telephone confirmation a minimum of 48 hours prior to the appointment.
- 8.1.3 The primary purpose of the Pre-Entry and Design Appointment is to undertake all necessary design work, agree any colour/design choices, discuss any other matters which will impact on the day to day living and seek formal sign off by the customer.
- 8.1.4 The Service Provider is not permitted to undertake any work beyond the original scope of works and is to confirm the scope of work with the Customer at the Pre-Entry and Design Appointment.
- 8.1.5 Pre Entry and Design surveys for each key component are to be carried out by competent and suitably qualified persons.
- 8.1.6 The Service Provider's Customer Liaison Officer will accompany the Service Provider's design team on occasion in order to benchmark or provide further assistance with more vulnerable Customers.
- 8.1.7 Depending on the nature of the works required, the Pre-Entry and Design Appointment may need to be attended by:
- Site Manager/Foreperson (Service Provider)
 - Quality Control Manager (Service Provider)
 - Specialist Service Provider (as appointed by Service Provider)
 - Project Manager / Project Management Assistant (Client)
 - Asbestos Survey Consultant(as appointed by the Client)
 - Gas Engineer (as appointed by Service Provider)
 - Electrical Engineer (as appointed by Service Provider)
 - Telecoms (as appointed by Service Provider)
 - Service Provider's Surveyor (Service Provider)

(NOTE: the above list is only indicative and other parties may also be required depending on the nature of the works required.)

- 8.1.8 It is the Service Provider's responsibility to make arrangements to coordinate the presence of any parties required and to ensure that the Client is provided with a minimum of five Normal Working Days' notice of the Pre-Entry and Design Appointment date.

9.0 COMMENCEMENT OF WORKS

- 9.1 The Service Provider shall make their own arrangements where it is necessary to obtain access to a Site for the purposes of inspection and/or performing the Works.
- 9.2 The Service Provider should be aware that certain areas where Works are required can only be accessed via lockable doors or gates. The keys, fobs etc. required to gain access such areas should be obtained from the Client. Contact details of all neighbourhood offices to provide fobs/keys etc.

will be provided during the mobilisation period. It is expected that the Service Provider will be responsible to make contact with the neighbourhood offices and customers to achieve access.

- 9.3 The Service Provider shall be deemed to have made due allowance within their Tender for any costs associated with obtaining keys, fobs etc. and gaining access and any disruption this procedure may entail.
- 9.4 The Service Provider is to follow the No Access procedures, which will be developed and agreed during the mobilisation phase.
- 9.5 In the event that the Service Provider is unable to gain access to carry out emergency works (Priority Coding 1) they are to immediately notify the Client Representative.
- 9.6 No payment will be allowed to the Service Provider for abortive calls or visits arising from a failure to gain access for inspection or performing the Works and all associated costs are deemed to have been included in the Service Provider's Tender.

9.7 Valuation and Payment

- 9.7.1 The Client utilises asset management software ("Lifespan and Orchard") to electronically administer its planned maintenance contracts. To ensure successful release of works and effective on-going management of interim valuations, the attention of the Service Provider is to comply with the requirements set out below.
- 9.7.2 Payment is subject to completion of the following three elements:
- The completion of all works to the property in question or sectional completion at the discretion on the Client.
 - All the required handover documentation relating to the dwelling in question to be completed in full and signed off by the Client Representative;
 - The agreed valuation procedures have been met.
- 9.7.3 The Service Provider is to note that it is not the intention of the Client to make payment for partial completed works or materials on or off Site. However, the Client does reserve the right to make such payments following authorisation from the Client Representative and subject to any predetermined conditions as formalised through the Core Group.
- 9.7.4 Further guidance on monthly valuations will be given at the pre-commencement meeting.

9.8 Monthly Valuations

- 9.8.1 In order to process and certify the monthly interim valuation of completed works, a pre-populated schedule of works will be provided in a system generated Excel spread sheet to record the completion status of work items. The Service Provider is required to complete relevant fields to indicate the completion of each work item.
- 9.8.2 The updated schedule of works will be submitted for authorisation by the Client Representative; payment will be made on completed properties/units only.
- 9.8.3 Changes and additional works will be agreed in advance, authorised and logged by the Client Representative as part of internal component accounting processes; these will need to be shown on the Service Provider submission of completed works.

- 9.8.4 System validation of authorised works is then undertaken by the Client to generate interim certificates for each valuation period.
- 9.8.5 Monthly valuations are to be submitted to the Client Representative on a date to be agreed with the Client. Correct submissions will be authorised by the Client Representative and processed for certification of works. Interim Certificates for each valuation period will be issued by the Client within 5 days of the agreed valuation date.
- 9.8.6 Guidance/training for completion of required documentation will be provided and must be adhered to. Submissions must be made in this format to allow prompt dissemination of this key business information for accurate communication both internally and with customers.
- 9.8.7 The Service Provider must have internal facilities available to produce all contract returns in the required format. Incorrect or late submissions of documentation will result in delays in certification and potential non-payment of works.

10.0 SEQUENCE OF WORKS

10.1 General

- 10.1.1 The extent of the work required in each property will vary due to the age and condition of the existing components.
- 10.1.2 Asbestos surveying and removal requirements will be based on the Properties issued by the Client under the Contract.

10.2 Commencement of Work

- 10.2.1 The Service Provider is to start work within 60 Normal Working Days following the Pre-Entry and Design Survey unless the Customer is unable to accommodate this or if specialist components have lead in periods which exceed this timeframe.
- 10.2.2 At least 14 days prior to the proposed date for commencement of work at a Property, the Service Provider is to deliver to the affected Property an appointment letter addressed to the Customer to include the proposed scope and timing of works and follow this with a further appointment letter seven days prior to the proposed date and a visit to the Customer a minimum of 48 hours prior to commencing.

10.3 Timescales

- 10.3.1 The timescales applicable to individual work orders will be determined by the Service Provider, agreed with the Client Representative and included in their works programme.

10.4 Specialist and unforeseen Items

- 10.4.1 Where specialist and unforeseen items with extended manufacture lead-in times are required, the Service Provider is to provide price details and delivery/installation timescales to the Client Representative within three weeks of the Design Appointment.

10.5 Programme

- 10.5.1 The Service Provider is to prepare an individual programme for each Property/Block giving commencement and completion dates for both individual elements of work. The Service Provider

must also provide a programme to cover the whole scheme on a property-by-property basis, with weekly updates on progress including completions, no accesses etc.

- 10.5.2 Should any licensed asbestos removal works be required at any Property/Block, the Service Provider should formulate their programme to ensure that these are prioritised in line with the asbestos management procedures to help mitigate disruption to Customers.
- 10.5.3 The Service Provider shall ensure that through sensible planning any removal works are completed in the shortest possible timeframe and that any disruption to Customers is minimal. Licensed Asbestos removal works must form part of the overall programme planning with consideration made for any works that require a 14-day notification period before starting.
- 10.5.4 Should a Customer be required to decant the property whilst asbestos removal works are being undertaken, the Service Provider shall be deemed to have made all reasonable allowances within their Tender to assist the Customer to pack, store belongings and generally assist in decanting the property.
- 10.5.5 Asbestos removal works will not be relevant grounds for a claim regarding cost or additional time.
- 10.5.6 Further details on the approach to be adopted for asbestos surveying and removal are given in Section 16.0
- 10.5.7 If a property needs to be brought forward or delayed outside of required timescales then – subject to agreement by the Client Representative - this should be implemented by the Service Provider where this is reasonably practical.
- 10.5.8 In preparing individual programmes, the Service Provider is to ensure that all scaffold / access equipment is removed from site and Properties / Blocks are not left open and incomplete over the Christmas/New Year holiday period. Also the Service Provider is to agree start and completion dates with the Client Representative which makes allowance for this requirement.
- 10.5.9 The Service Provider is to record their progress on a copy of the individual programme for each Property.

10.6 Attendance Records

- 10.6.1 The Service Provider is to maintain an Attendance Record for each Property.
- 10.6.2 A daily sheet is to be kept to record all individuals in terms of their activity, start and finish times.

10.7 Handover

- 10.7.1 A detailed handover process will be agreed at the pre-commencement meeting.
- 10.7.2 Prior to giving handover notice, the Service Provider is to ensure that:
- All works are complete and free from snags and defects;
 - Full documentation as required under the Contract is available; and
 - Access arrangements have been made with the Customer.
 - Customer has received Care and Operation Guidance Information if applicable.
- 10.7.3 There will be one handover for each individual property / sectional completion incorporating all works and any subsequent formal variation thereto.

- 10.7.4 The intention is for no items of work to be outstanding at the time of handover and payment for work for property will only be made when all work to that individual property have been completed.
- 10.7.5 Handovers are to take place as soon as possible following confirmation by the Service Provider that all work elements or agreed sectional completions are complete.
- 10.7.6 The Handover Form must be completed for each property together with all documentation stipulated therein and provided when the property is offered for handover. Failure to comply with the provisions of this clause will result with the property being rejected by the Client.
- 10.7.7 A property will only be accepted where an Attendance Record has been maintained by the Service Provider at each property and all daily attendance sheets are included in the relevant Handover Pack. Failure to comply will result in the property not being accepted for handover by the Client.
- 10.7.8 Handovers to be carried out jointly with the Client Representative on agreed dates.
- 10.7.9 All Handover Packs should be digitally generated (not hand written) and scanned in by the Service Provider and issued electronically in a format (to be agreed by the Client) to the Client once the property has been signed off by the Client Representative. This must be completed in line with the requirements of the Client's file naming conventions to be agreed during the Mobilisation Period.
- 10.7.10 Documentation to be returned to the Client will include, but is not necessarily limited to, Customer appointment letters, Customer choice information, designs, Asbestos Waste Consignment Notes, Statutory Approval applications, approvals and certifications, Property Handover Packs and H&S files.
- 10.7.11 The Service Provider's Tender shall be deemed to have made full allowance for complying with the provisions of 10.7.9, 10.7.10 and the requirements set out in the Handover process and no claim for additional costs relating thereto will be considered.
- 10.7.12 Once the property has been accepted for handover and all relevant documentation returned to the Client, the Service Provider can then request payment for that property as part of their interim monthly application.
- 10.7.13 If the Service Provider does not provide a completed Handover Pack or comply with the requirements as set out in the hand over process, then no payment will be made in that month.

11.0 SUPPLY CHAIN MANAGEMENT

- 11.1 The Service Provider will work closely with the Client to obtain best value from the supply chain. The selection process for the appointment or change of appointment of specialists and suppliers will be made by the Service Provider and informed to the Client prior to commencement. Any decision to introduce new suppliers or components to the supply chain will be supported by a business case for the approval of the Client.
- 11.2 The Client may also wish to explore the opportunity of a common supply chain which would be to the benefit of all parties. The Client or any other Service Provider may propose the introduction of alternative key components to the supply chain where they might offer better value and performance.

- 11.3 The selection criteria for commissioning of supply chain partners will include but is not limited to:
- Best use of local labour and businesses;
 - Quality of products and expertise/experience of staff;
 - Initial cost;
 - Medium term costs over the term programme with particular emphasis on fixing prices below CPI each year;
 - Long term maintenance costs;
 - Length and worth of product guarantees;
 - Availability of spares.

12.0 SERVICE PROVIDER CUSTOMER LIAISON

- 12.1 Excellent liaison with customers is critical to the success of the Programme. It is imperative that the Service Provider has experience in this field, employs suitably competent and qualified customer liaison staff which is adequate to the demands of the Programme and has clear procedures in place before works commence.
- 12.2 The Service Provider shall, upon appointment, give notice in writing to the Client and Client Representative of the identity, address and telephone number(s) of all persons appointed as Service Provider Customer Liaison Officers (SPCLO) and of any subsequent appointments.
- 12.3 The Service Provider shall have available at all times during the Normal Working Hours a suitably resourced, qualified and competent SPCLOs dedicated to the Contract and empowered to liaise with Customers on all matters relating to the delivery of the Works/Services. Any notice, information, instruction or other communication given or made to the SPCLOs shall be deemed to have been given or made to the Service Provider.
- 12.4 The Service Provider shall ensure that at all times the SPCLOs are based at the agreed site office and are contactable by telephone at an address and telephone number of which the Client has been informed in writing.
- 12.5 The SPCLOs shall be fully responsible for all communications, access arrangements, emergency notices and progress updates to the Client Representative and shall attend and provide updates at contract meetings.
- 12.6 The SPCLOs shall be responsible for providing Customers with safety information in writing as agreed with the Client Representative.
- 12.7 The Client Representative and Client shall continually monitor and revise the standard of customer liaison being provided by the Service Provider to ensure that it complies with the Contract and the Client's requirements. Any concerns will be drawn to the attention of the Service Provider, who is to investigate such matters forthwith and remedy any deficiencies perceived or actual, as a matter of urgency to the full satisfaction of the Client and Client Representative.
- 12.8 All complaints should be directed to the SPCLOs in the first instance and in accordance with the Client's Complaints Procedure (Appendix 2)
- 12.9 All claims arising from the Works should be in the first instance passed to the Customer Liaison Officers.

12.11 Role of Service Provider Customer Liaison Officer (SPCLO)

- 12.11.1 The SPCLOs are to work closely with all parties involved with the Contract to jointly provide a quality service to Customers.
- 12.11.2 The SPCLOs are to visit each property at the Pre-Entry and Design Appointment stage in order to meet the Customer, profile their needs and explain the scope of work.
- 12.11.3 The SPCLOs profiling will determine among other things the specific needs of each Customer, whether or not they will need any additional support from friends or family during the works or if the works are so intrusive that temporary decanting may be required. The outcomes will be shared with the Client so that joint decisions can be made with Customers on the best solution. Where required, the Service Provider will be required to make allowance within their programme for such circumstances.

12.12 In addition, the role of the SPCLOs includes but is not limited to:

- Informing customers of the work the Service Provider will undertake, when it will be done and the key stages of the works programme;
- Advising Customers of the precautions they will need to take during the work;
- Communicating with Customers before, during and after completion of works, including visits to each property at least once a day whilst works are in progress and meetings outside of Normal Working Hours;
- Ensuring and recording to confirm that each Customer has working amenities at the end of each working day in relation to the works being carried out;
- Listening to/mitigating complaints and responding to them in accordance with the Client's procedures;
- Providing regular feedback to all parties involved in the Contract on all customer liaison issues;
- Working closely with all parties involved with the Contract throughout the Contract Period.
- For any reason that the property needs to be decanted, including asbestos testing/ removal works, the SPCLO will be required to assist the customer to pack and store belongings and generally assist in decanting the property.

- 12.12.1 Service Providers will be expected to work with the Client Representative and Client to ensure all leasehold protocols are adhered to and requirements are met in a timely manner.

12.13 Customer Satisfaction Survey

- 12.13.1 Customer satisfaction surveys will be undertaken by the Service Provider. The results will form the basis for one of the KPIs and shared with the Client. It is intended that all customers affected by the works will receive a satisfaction survey. The survey results will be reported to the Client monthly and monitored within the Contract Meetings. The Client will undertake a percentage of validation calls— contacting a sample of customers (25% initially) by telephone to check the validity of the scoring on the customer satisfaction survey obtained by the Service Provider.
- 12.13.2 Service Providers are not permitted to conduct any other form of satisfaction surveys without the prior approval of the Client.

13.0 KEY PERFORMANCE INDICATORS (KPIs)

13.1 General

- 13.1.1 The KPIs to be taken into account in determining the Service Provider's performance under the Contract are detailed in Document 7.
- 13.1.2 The Service Provider is to maintain such other records of their performance and comply with any additional KPIs as the Client may reasonably require or to enable compliance with any statutory or regulatory obligations.
- 13.1.3 All performance information is to be provided in the format and at the times stipulated by the Client Representative and otherwise in accordance with the Contract to facilitate and enhance the Client's performance management regime.
- 13.1.4 The Client Representative shall determine whether the information provided by the Service Provider, in connection with its KPI performance, is adequate or accurate and to the extent that it is not. The Service Provider shall be obliged to provide any further information requested by the Client Representative. For the avoidance of doubt, if mitigating circumstances cannot be established then the Client Representative's interpretation of the KPI data shall be final and binding on the Parties.
- 13.1.5 At any time during the Contract Period the Client may carry out whatever checks and monitoring they deem necessary to ensure that any KPI's measured by the Service Provider are correct.
- 13.1.6 The Client is committed to continuous improvements in customer care and satisfaction and the Service Provider's performance in this regard will be closely monitored utilising the KPIs referred to above.

13.2 Frequency of KPI Calculations

- 13.2.1 The KPIs will be calculated at the end of each calendar month with the results being available by the fourteenth day of the following month in order that they may be circulated at least four days prior to the Progress and Core Group meetings referred to elsewhere in the Contract Documents.

13.3 Failure to Deliver the Term Programme

- 13.3.1 It is possible that a Service Provider may fail to deliver the volume of work they have been instructed to complete. The Partnering Contract protects the Client against any loss they may incur as a consequence of such failure but this alone does not deal with completing the Term Programme.
- 13.3.2 Accordingly the Client may at its absolute discretion reduce the volume of (any) subsequent works issued to the Service Provider until such time as the Service Provider has been able to return its performance to the specified standard.
- 13.3.3 The Service Provider will agree the maximum number of properties that can be opened at any one time and the maximum number of properties that can be worked on at any one time with the Client. The intention is to ensure the same number of starts and finishes in individual properties can be predicted each week and month.
- 13.3.4 The performance of the Service Provider will be reviewed monthly based on KPI results. In the event the Service Provider fails to meet agreed KPI targets over two consecutive months:

- (i) The Core Group will task the Service Provider with putting together a draft Action Plan to remedy the failure within a one (1) month period;
- (ii) After the Service Provider tables a draft Action Plan, the Client will approve it and issue it as the formal Action Plan within ten (10) Working Days from the date the Service Provider tables the draft Plan;
- (iii) The Core Group will re-convene to review the Plan one month after the date of issue;
- (iv) In the event the Core Group finds that the failure is still at large, the Client may, at its discretion, seek to attempt to find a resolution with the Service Provider, within agreed timescales but without prejudice to the Client's rights under clause 13.2 of the Partnering Contract;
- (v) If the Core Group cannot agree, the Client may exercise its options under clause 13.2 of the Partnering Contract including reducing the volume of work to be completed, allocating work to others to complete, not issuing any further work until such time as the Service Provider has returned to the specified standard of performance or termination.

13.3.5 In the event the Client adjusts the volume of ordered work in order to better suit the Service Provider's ability to complete the Term Programme, the Task Price will reduce the level of Site Overheads, Preliminaries, Central Office Overheads and Profit payable pro rata to the reduced Task Price.

13.3.6 The Service Provider will be expected to work closely together with the Client to ensure the Term Programme is delivered in the most effective and efficient manner.

14.0 SOCIAL VALUE

14.1 In line with T&D's aims, Service Providers are required to put forward as part of their tender the social benefits which they would generate throughout the duration of the contract.

15.0 CODE OF CONDUCT FOR MAINTENANCE SERVICE PROVIDERS

15.1 General

15.1.1 The Service Provider is to fully comply with the Client's "Code of Conduct" associated as Appendix 3, which will be subject to review at the discretion of the Client.

16.0 MANAGEMENT OF ASBESTOS

16.1 Asbestos Management

16.1.1. All companies and organisations appointed by the Service Provider will meet the requirements as defined in the Client's Asbestos Management Procedures (Appendix 1). It is the responsibility of the Service Provider to ensure that these requirements are met.

16.1.2. In order to comply with the Control of Asbestos Regulations 2012, the Client requires that a Refurbishment and Demolition survey is carried out in any areas of planned works.

16.1.3. Consultants working on behalf of the Client have undertaken surveys for asbestos containing materials (ACMs) in a proportion of the stock but not all of them.

- 16.1.4. The results of these surveys are held on an asbestos register and will be made available by the Client.
- 16.1.5. The information for those Properties that have been inspected may not be suitable in terms of type of survey and level of intrusive inspection required for the planned works.
- 16.1.6. Where the Client's asbestos register contains limited or no details of the location of ACMs in the Property to be worked in, or if the type of previous survey is not relevant to the areas of the Property concerned, the Service Provider is to comply to undertake such actions as set out below.
- 16.1.7. Prior to commencement the Service Provider is to apply, (evidencing their ability and asbestos management compliance) and obtain permission from the Client for removal of non licensed asbestos. The Service Provider is then to utilise the Client's appointed Asbestos Survey Consultants and a suitably qualified Asbestos Removal Contractor (approved by the Client) for licensed asbestos removal, for the management of asbestos within existing buildings.
- 16.1.8. The Service Provider should read this procedure to ensure they fully understand the process and what the Client will expect.
- 16.1.9. It is incumbent upon the Service Provider, with regard to the issued programme of works, to present a detailed MS Project plan on an individual property basis, broken down into a weekly analysis of works. Each plan must be detailed enough to identify the specific requirements and timescales that the Asbestos Consultants and Asbestos Removal Contractor
- 16.1.10. All programmes of work must be issued to and approved by the Client's Compliance Manager four weeks prior to the commencement of the works. Works cannot commence on site without such formal approval and the Service Provider obtaining a Client permit for removal on non licensed asbestos.
- 16.1.11. The method of communication between all parties (the Service Provider, Client, Client Representative, Asbestos Consultants and Licensed Asbestos Removal Contractor) is to be by e-mail communication to ensure at all times it is auditable and by the fastest means possible.

The role of the Service Provider is as follows:

- 1. Upon receiving the schedule of works from the Client Representative, the Service Provider is to access the Client's Asbestos Register to view the asbestos details of each property within the schedule.
- 2. Where no asbestos data is available for a given property and the Service Provider has satisfied himself that no other asbestos survey information is available for it, then the Service Provider is to liaise with the relevant Client's Asbestos Consultant and Client Representative to undertake the appropriate asbestos survey. Any property constructed after 2001 is to be deemed free of Asbestos Containing Materials.
- 3. Upon the completion of each asbestos survey, the Asbestos Consultant will either confirm that no asbestos work or only non licensed asbestos removal is required or, where licensed asbestos works are required, the Service Provider will liaise with the Client Representative and the approved Licensed Asbestos Removal Contractor to undertake works, including any reinstatement works.

4. When all Asbestos works are completed the Licensed Asbestos Removal Contractor will inform the Service Provider that the works can commence. This notification will be made for each individual property where licensed asbestos works have been commissioned.
 5. The Service Provider is to be fully familiar with the level of service for Asbestos surveys and works (see below), the procedure contained therein and the specific timescale requirements to be adhered to.
 6. Under some circumstance the Service Provider will be expected to erect scaffolding in order to allow access for the Asbestos Consultant and Asbestos Removal Contractor.
- 16.1.12. At all times the Service Provider must ensure that their programme of works makes due allowance for the asbestos management timescales, which must be fully incorporated within the overall project programme. No extension of time will be considered in relation to any works where this has not been achieved.
- 16.1.13. **Level of Service between Client and their Asbestos Consultants and Asbestos Removal Contractor:**
- Schedule of works passed to the Service Provider by the Client Representative
 - Service Provider checks Client Asbestos Register
 - Client Representative in line with the Service Provider's Programme instructs Asbestos Consultant if no asbestos data found on Asbestos Register or property constructed prior to 2001.
 - Asbestos Consultant conducts survey in line with agreed programme
 - If no works required or only non-licensed asbestos removal works required; Asbestos Consultant confirms such to Client Representative and Service Provider who proceeds in accordance with the project programme
 - If Licensed Asbestos works are required; Asbestos Consultant notifies the Client Representative and Service Provider of such notifiable works under CAR 2012
 - Service Provider and Client Representative liaise and programmes with the Client's Licensed Asbestos Removal Contractor to remove the licensed asbestos.
 - Licensed Asbestos Removal Contractor delivers works and informs Service Provider, Client Representative and Asbestos Consultant
 - Asbestos Consultant post quality inspects and conducts air testing if required
 - Asbestos Consultant confirms to the Service Provider, Client Representative and Client that asbestos works completed
 - Service Provider continues with their programme of works
 - Maximum timescale for above = 15 days where there is no requirement for scaffolding or similar access provisions
 - Where scaffolding or similar access provisions are required the works Service Provider will erect them and allow the Asbestos Consultant and Asbestos Service Provider a 5 day turnaround period to complete their works, within the overall allocated timescale of 15 days.
- 16.1.14. **Alternative Asbestos Management Approach** (Only to be applied upon specific written instruction from the Client)
- 16.1.15. Any dispute concerning the performance of the Client's Asbestos Survey Consultant and Licensed Asbestos Removal Contractor, in relation to the their services should initially be resolved by the Service Provider within 5 Normal Working Days of the issue being identified. Should the issue not be resolved by the parties then it is to be referred to the Client Representative and Client who will

process the issue in accordance with the escalation/resolution process and confirm the resolution of the issue to all parties.

- 16.1.16. In the event that the Client's Asbestos Survey Consultant and Licensed Asbestos Removal Contractor entering administration or are removed from these services by the Client, and at the request of the Client, the Service Provider will be responsible for gaining an additional T&D Licensed Asbestos Permit and carrying out duties assigned to these parties – including appointing a UKAS accredited asbestos consultant in both surveying and testing to undertake asbestos surveys and air monitoring and a Licensed Asbestos Removal Contractor to remove licensed asbestos.
- 16.1.17. The Service Provider must provide full documentation of the UKAS Accredited Asbestos Consultant and LARC Licensed Asbestos Removal Contractor they intend to use to the Client Representative and Client. The Service Provider is to provide the Client Representative and Client with details of the terms, conditions and costs.
- 16.1.18. The Service Provider's appointed LARC must be approved by the Client prior to the commencement of any works. The Service Provider is therefore required to provide the following documentation to the Client and Client Representative within 15 days following award of contract:
- Asbestos License
 - Details of Insurances
 - Details of Company Structure and Key Personnel
- 16.1.19. The Client must be informed of any changes to the appointment of the LARC and must be approved prior to the start of works. The Client reserves the right to refuse the appointment of the LARC.
- 16.1.20. The Client intends that all ACMs likely to be disturbed by the works will be removed under suitably controlled conditions by a licensed asbestos removal contractor (LARC) appointed by the Service Provider.

16.2. Asbestos General

- 16.2.1. It is expected that a) all asbestos within the working area that could be disturbed by the planned works is removed and that b) all licensable asbestos materials including asbestos insulating board and asbestos pipe insulation identified within the work area is removed regardless of the likelihood of disturbance by planned works and c) any damaged ACMs are removed. All asbestos is to be removed prior to the commencement of works. All finishes disturbed are to be made good in line with the Contract.
- 16.2.2. In the event that ACMs have been used as a fire barrier, the Service Provider is to ensure the replacement finish provides the requisite fire protection in accordance with current building regulations and the Regulatory Reform (Fire Safety) Order 2005 (RRO).
- 16.2.3. The Service Provider shall ensure that their management staff, operatives and supply chain are fully trained and competent in working with asbestos as required under the Control of Asbestos Regulations (Regulation 10 – Information, Instruction and Training). The Service Provider is expected to be able to demonstrate this on request at any time during the Contract.
- 16.2.4. The Service Provider is to arrange a meeting prior between himself, the appointed Asbestos Removal Contractor and Licensed Asbestos Consultant to introduce the key personnel in each organisation's project team and the Service Provider's Health and Safety representatives.
- 16.2.5. The meeting will cover:

- report format, layout and content;
- discuss survey methodology and sampling strategies;
- discuss further the general scope of works and levels of intrusive investigation required;
- confirm contact points between the Service Provider, Asbestos Consultant and Licensed Asbestos Removal Contractor; and
- confirm processes of communication in regards to programme and other reporting.

16.2.6. This meeting will be attended by the Client Representative and a representative of the Client's Compliance team.

16.2.7. Where scaffolding or similar access provisions are required the Service Provider/LARC will erect them using licensed asbestos scaffolders as required.

16.2.8. Any asbestos materials which are in need of remediation identified outside the areas of planned works will be dealt with outside of this Contract.

16.2.9. Any asbestos incident or accidental uncontrolled fibre release must be reported to the Client, Client Representative and the Client's Compliance Team immediately. Any investigation into asbestos incidents must be conducted in parallel with the Client's own investigation and all information and findings disclosed.

16.2.10. If asbestos is discovered during the carrying out of the Services, work is to stop immediately and the Client Representative contacted immediately.

17.0 MANAGEMENT OF RISK

17.1 The selected Service Providers will work with the Client to identify and mitigate the risks associated with delivering the Term Programme. Risks will be identified and a mitigation strategy agreed with each Service Provider at a workshop to be held during the mobilisation period.

18.0 BUDGETARY PROVISIONS

18.1 The success of the Client's business plan is dependent upon delivering the Term Programme within budget. It is essential that all agreed works are undertaken within the budgets available and that the Task Timetables are achieved.

18.3 The Client's business is cash-flow driven and accurate management information will be required from Service Provider's monthly to assist in cost management. The Service Provider is to provide updated programme forecasts and reports to accompany the monthly valuations.

18.3 The methods of payment and speed of processing payments from the Client to Service Provider and down the supply chain is an important issue. The Client expects its Service Provider to pay its supply chain on time and always in accordance with the Housing Grants, Construction and Regeneration Act 1996 (the 1996 Act) contained in Part 8 of the Local Democracy, Economic Development and Construction Act 2009 (the LDEDCA Act).

19.0 PROGRAMME MANAGEMENT

19.1 Pursuant to clauses 1.6 and 1.7 of the Contract, the Programme will be managed by a Core Group comprising senior members of the Client, the Client Representative and the Service Provider. The

Core Group will operate collaboratively with members having equal status and the authority to take decisions on behalf of their employers. Decisions will be made by consensus.

- 19.2 It is expected the Core Group will meet monthly to review the performance of the Term Programme. This meeting will monitor the programme to ensure it is delivering its aspirations, deals with Early Warnings and provides a forum for problem solving and dispute resolution.
- 19.3 In addition there will be monthly Progress Group meetings to monitor the performance of the Service Provider and deal with day-to-day operational issues affecting service delivery.
- 19.4 The Terms of Reference and agenda for the Core Group and the Progress Group will be jointly agreed with the Service Provider but is expected to include:

Core Group (monthly)

- Performance against KPIs;
- Monitoring spend against budget;
- Managing the overall resources of the Term Programme including budgets;
- Problem solving / dealing with Early Warnings
- Best practice developments;
- Supply chain management;
- Risk management.

Monthly Progress Meetings

- Programme delivery;
- Customer liaison and access;
- Operational problem solving;
- Performance management.

20.0 PROBLEM SOLVING HIERARCHY

- 20.1 The Client will operate the Term Programme as a partnership in a spirit of trust and mutual co-operation with an emphasis on delivering an excellent service to customers and problem solving.
- 20.2 Issues or disputes should generally be resolved at source between the relevant parties involved in accordance with clause 14 of the Contract. In this regard the Client will expect that all parties will adopt a proactive approach to the identification of issues and will provide early warning of any problems likely to affect the cost or performance of the Term Programme.
- 20.3 Where it is not possible to solve the issue at source, the following problem-solving hierarchy will be followed:

Stage 1: The Service Provider's Operations Manager and the Client's Project Manager will consider any matters on an informal basis and seek a joint resolution. Where the outcome is not satisfactory to both parties or cannot be resolved within 5 working days, either party may escalate the matter to Stage 2;

Stage 2: The Service Provider's Operations Director and the Client's Client Representative will consider the matter and seek to agree a mutually acceptable resolution to the dispute. Where the

outcome is not satisfactory to both parties or cannot be resolved within a further 5 working days, either party may escalate the matter to Stage 3;

Stage 3: The Service Provider's Regional Director and the Client's Director of Assets will consider the matter and will determine the most equitable and amicable outcome in the interests of both parties. Where the outcome is likely to have a materially detrimental impact to the business plan of either party the Chief Executive for the Service Provider and the Chief Operating Officer will seek the views of both Boards prior to finalising the outcome of the dispute.

21.0 PUBLICITY AND MEDIA RELATIONS

- 21.1 The Service Provider is expected to liaise with the Client's communication team on any public relations activity. The Client will sign off prior to publication any press releases issued by the Service Provider.

22.0 BRANDING

- 22.1 The operatives clothing and PPE will be in the Service Providers corporate style and will be clean and presentable at all times. Each operative will carry a laminated photo identification card clearly showing the Client's logo and that of the Service Provider.
- 22.2 All branding on vehicles, site boards, signage and other marketing and communication material will reflect the Client's corporate style. The Client will provide guidance on branding and their corporate style during the mobilisation phase.
- 22.3 The Client will have sign off on any jointly branded material.