

Property Services Policy

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BIELD HOUSING & CARE

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Scottish Charity No SC006878

PROPERTY SERVICES POLICY

CONTENTS

1.0 INTRODUCTION

2.0 AIMS & OBJECTIVES

3.0 POLICY FRAMEWORK

- 3.1 Legal Requirements
- 3.2 The Contractual Position
- 3.3 Reactive Maintenance
- 3.4 Performance Management
- 3.5 Planned Maintenance
- 3.6 Procurement
- 3.7 Use of Consultants
- 3.8 Contractor Code Of Conduct
- 3.9 Contract Procurement
- 3.10 Defects Policy
- 3.11 Tenant Improvements & Compensation
- 3.12 Disturbance Payments & Recharges
- 3.13 Adaptations
- 3.14 Complaints
- 3.15 Equality & Diversity

4.0 APPENDICES

- 4.1 Appendix 1 Legislative Requirements
- 4.2 Appendix 2 Bield's Scottish Secure Tenancy Agreement (extract Section 5)
- 4.3 Appendix 3 Owner Services/Property Services Service Level Agreement
- 4.4 Appendix 4 Right to Repair; list of qualifying repairs and timescales
- 4.5 Appendix 5 Right to Compensation for Improvement
- 4.6 Appendix 6 Scottish Housing Quality Standard (SHQS)
- 4.7 Appendix 7 Minimum Void Letting Standard
- 4.8 Appendix 8 Service Contracts
- 4.9 Appendix 9 Cyclical Maintenance Works
- 4.10 Appendix 10 Plant & Equipment Replacement Works
- 4.11 Appendix 11 Major Repairs Works
- 4.12 Appendix 12 Contractor's Assessment Form
- 4.13 Appendix 13 Code of Conduct for Contractors
- 4.14 Appendix 14 Organisational Chart for the Department of Asset Management
- 4.15 Appendix 15 Repairs and Maintenance Conditions of Contract
- 4.16 Appendix 16 Bield's Recharge Policy

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1 **Introduction**

- 1.1 Bield Housing & Care is a Registered Social Landlord and has been providing quality housing and services for older people in Scotland for over 40 years. A wide range of retirement, amenity, sheltered, very sheltered and care housing and the provision of care, day care, respite and flexicare services are provided for around 15,000 people across 22 local authority areas. Bield also employ around 1200 people.
- 1.2 Bield owns approximately 4500 housing and care units and provides services to over 900 factored owners. Bield also owns office accommodation in three office locations; Edinburgh, Glasgow and Dundee.
- 1.3 Bield Property Services is a section of the Department of Asset Management which also provides Development Services and Owner Services. Bield Property Services is based in the Glasgow office.
- 1.4 Bield is responsible for the effective delivery of property management services to its customers and, where applicable, will enter into contractual agreements for the provision of the services covered by this policy.

2 **Aims & Objectives**

- 2.1 Bield is committed to the provision and maintenance of high quality accommodation which embodies its Vision, Mission and Values.

Vision

A Scotland where people of all ages are respected can make their own choices and are able to lead independent and fulfilling lives.

Mission

To improve the quality of life of older people by offering a diverse range of housing, care and other services.

Values:

- Caring - We have a passion for supporting and caring for each other.
- Honesty - We are open, fair and just and act with integrity.
- Equality & Diversity - We deal with all people equally and celebrate diversity.
- Dignity - We treat individuals with respect.
- Inclusion - We involve our people in what we do because their opinions matter.
- Ambition - We want to be the best at what we do and we want our people to realise their full potential.

- 2.2 Bield has the following strategic objective in relation to property services:

To provide high quality maintenance and factoring services, and to ensure that Bield's Housing and Care stock continues to meet needs and choices through an effective planned investment programme of maintenance, adaptations and improvements.

2.3 This Policy sets out how Bield will;

- fulfil its repairs and maintenance responsibility to tenants and factored owners.
- ensure that the investment in its housing stock, to comply with the requirements of the Scottish Housing Quality Standards (SHQS) by 2015, is maintained in the future.
- safeguard and prolong the useful life of the stock.
- deliver high levels of customer satisfaction.
- ensure that in implementing this policy high priority is given to safeguarding the safety and security of all customers, members of the public, employees, contractors and agents and the buildings which they occupy and work in.

3 Policy Framework

3.1 THE LEGAL REQUIREMENTS

3.1.1 General

It is Bield's policy to ensure that all legislative requirements are met.

3.1.2 Legislative Environment

There are a considerable number of government statutes and regulations that place responsibilities upon the operation of Bield's property management function. In delivering its obligations under this Policy Bield will endeavour to meet the requirements of all current legislation. (See Appendix 1)

3.2 THE CONTRACTUAL POSITION

3.2.1 General

Bield and its tenants are obliged to one another contractually, under the terms of the Missive of Let. Details of these responsibilities are contained within the Missive and place upon Bield a much higher level of Property Management Service than the basic statutory requirement. Bield and its other customers are also obligated to one another under the terms of the following agreements;

- Care Service Users – Service User Agreement
- Private Owners and Shared Owners – Statement of Services
- Bield Employees - Contract of Employment

3.2.2 Division of Responsibilities and Rights of Access

Under the Housing (Scotland) Act 2014 Bield must ensure that all properties are maintained in accordance with any division of responsibility set out in the tenancy agreement.

Bield's Scottish Secure Tenancy Agreement clearly details a tenant's rights and responsibilities in relation to the division of responsibility in terms of maintenance within Section Five. (see Appendix 1) Section Seven of the Tenants Handbook also covers division of Responsibility.

3.2.3 The extent of Tenants Responsibility for Repairs is set out in Section 5.15 to 5.23 of the Bield Scottish Secure Tenancy Agreement (SSTA). (Appendix 2)

3.2.4 Bield will ensure that its obligations to tenants, service users and factored owners, in

relation to repairs and maintenance, as described in the tenancy agreement, deed of conditions, missive of let or future factoring agreements, are met by the implementation of this policy.

- 3.2.5 The extent of service and procedures for agreeing works with factored owners is detailed in the Service Level Agreement between Property Services and Owner Services. (see Appendix 3)
- 3.2.6 Bield's SSTA requires tenants to provide access for repairs and maintenance works at a mutually convenient time. Bield will give appropriate notice in writing of access required for routine service and planned maintenance works. If access is not provided no further action will be taken unless it is necessary to carry out the work for safety or legislative reasons or to carry out works that affect others. If emergency access is required (e.g. to stop the flooding of a flat below) every effort will be made to contact the tenant or their representative, whose co-operation will be expected. If access is denied, after we have given every reasonable opportunity for the tenant to provide access, or the tenant cannot be contacted, we will gain access to the dwelling by any appropriate means in line with the terms of the Scottish Secure Tenancy Agreement. Whenever access is gained to a flat where there is no-one present in the flat, two representatives of Bield shall be present at all times, where reasonably practicable, during the repair and to secure the property. Please note that in an emergency situation, particularly out of hours, this may not always be possible.
- 3.2.7 Bield will implement in full the Right to Repair, as specified by the The Scottish Secure Tenants (Right to Repair) Regulations, which requires us to carry out certain types of repairs, within a specified time. If we fail to do so, the tenant is entitled to, and will be paid, compensation. If a tenant is due compensation and they have any outstanding debt with Bield, the compensation will be credited to that debt. A list of the repairs to which the legislation applies and the timescales within which they must be completed is attached in Appendix 4.
- 3.2.8 Bield will implement in full the Right to Compensation for Improvement, as specified by the Housing Scotland Act 2001 (Appendix 5), which requires us to compensate tenants for certain improvements to their home. This is dependent on the tenant first receiving written permission from Bield and carrying out the works in line with our recommendations. Tenants must claim compensation. If a tenant is due compensation and they have any outstanding debt with Bield, the compensation will be credited to that debt.
- 3.2.9 Bield's stock will be maintained to meet the Scottish Housing Quality Standard (Appendix 6) at all times, apart from where, in line with SHQS guidance, it is not technically or economically feasible to do so, or where the level of disturbance to tenants would be disadvantageous.
- 3.2.10 Bield will engage competent contractors to provide the services described in this policy on its behalf. Procurement methods will be in line with the current Bield Procurement Policy and Procurement Strategy.

3.3 REACTIVE MAINTENANCE

3.3.1 Introduction

The reactive repair service is considered a high priority by customers and is an important factor in tenants' satisfaction with Bield's overall service.

Customer priorities* are typically

- getting things right first time
- excellent value for money
- flexibility in every area of the service
- total commitment to delighting the customer

Disrepair directly affects the customer's quality of life and enjoyment of their home and affects other customer, staff and visitors' quality of experience within Bield's properties. The repair service is often the one service that many customers regularly use. It is a key objective of Bield to maintain its stock to a high standard by way of established standards for reactive repairs to protect what is ultimately its most important financial asset.

* What makes the Perfect Maintenance Service? Research paper: 2013 Sanctuary Maintenance

3.3.2 **Definition**

Reactive repairs are defined as those repairs that cannot be foreseen, are carried out as and when the need arises and not deferred for inclusion in a planned works programme. These works are normally notified by the tenant or site based staff.

The Scottish Secure Tenants (Right to Repair) Regulations 2002 introduced a statutory right-to-repair procedure. In certain circumstances where certain types of repairs (called Qualifying Repairs) are needed, the tenant has the right to contact a second contractor if the repair is not attended to within certain prescribed timescales.

In such circumstances, the tenant also has a right to financial compensation. (Appendix 5)

3.3.4 Reactive repairs may be reported at any time, 24 hours/365 days a year. Reactive repairs and maintenance services are accessed by customers and staff through a dedicated Property Repair Line service during office hours. Out of Hours property emergencies and urgent works calls are handled by the Bield Response 24 service (BR24) and a detailed report provided to Property Services as soon as the office reopens. Information on repair reporting arrangements will be contained in the Bield Tenant's Handbook and Owner's Handbook and will be regularly reviewed and publicised.

3.3.5 **On-call Staff**

Property Services provide an on-call arrangement whereby Property Services technical staff provide a support and advice service, for property emergencies, at all times outwith office hours. This service is provided by a number of officers on a rota basis and is accessed via BR24 using a single telephone contact number.

3.3.6 **Processing Repair Requests and Commissioning Work**

Bield's housing management system, CTX, holds details of schemes, properties, units and approved contractors whereby repair works can only be instructed to Bield properties using approved contractors.

3.3.7 **Management of Voids**

The management of properties becoming void is covered by a separate Void Management Policy which was approved by the Board in November 2011. This policy sets out the minimum lettable standard for void houses. Separate guidance for staff is also available to ensure everyone is aware of their role and responsibility in the delivery of the void management process. (Appendix 7)

3.4 Performance Management

3.4.1 Response Time Targets

The Repairs Service performance against target is monitored regularly and is reported to the Assistant Director of Property Services monthly and the Performance and Audit Committee on a quarterly basis.

3.4.2 Bield deals with a wide variety of repairs, some of which require rapid response due to health and safety issues or to protect property, while others can be dealt with less rapidly. Bield staff will assess each reported repair and allocate an appropriate repair category to it. Where the Right to Repair (RtR) legislation applies, the appropriate RtR timescale category will always be utilised unless we decide to instruct a quicker response (for personal hygiene reasons for example). Timescales (Days) are measured to the end of the final working day.

3.4.3 The Response Time Targets are as follows;

Repairs Category	Time to respond	Notes
Right to Repair	1, 3 or 7 working days	To be completed within targets set out in the Scottish Secure Tenants (Right to Repair) Regulations 2002
Emergency	Respond and make safe within 6 hours	Works required to prevent danger to life or limb and/or serious damage to Bield property. Any follow up work will be re-categorised appropriately.
Urgent	Complete within 3 working days	Works required to overcome substantial nuisance or inconvenience to tenants.
Routine	Complete within 20 working days	Repairs where there is some inconvenience to tenants but no threat to health and safety
Programmed Small Project Works and Adaptations	50 working days	Complex works, which require pre programming and coordination by Bield staff, which do not fall into one of the other categories and are not being carried out under the Planned Maintenance Programme
Planned and Cyclical Programme Works	One year	Works which are part of the Annual Planned Maintenance Programme or Service Maintenance Works being carried out incrementally.
Void Repair Works	3, 5 or 20 working days	Timescales are dependant of the extent of work required. There is an average target of 8 calendar days.

3.4.4 Pre-Inspections

If it is unclear as to the extent or type of work required, pre-inspections of the property may be necessary before a works order is issued. The inspections may be carried out by the

Scheme Manager, Property Officer, Technical Officer, or others (e.g. senior manager, specialist contractor or consultant) to provide additional information or recommend the work required. If a pre-inspection is required this must be completed within a timescale which ensures that the repair can be carried out within the response time required.

3.4.5 Post - Inspections

All works issued under the reactive repairs system are subject to the post inspection process. These post inspections are generated by the CTX computer system either on a random basis or by virtue of the invoice cost.

3.4.6 Appointments

All visits which require access to customer's homes will be by pre-arranged appointment where reasonably practicable. Contact for this will be made either through Bield staff, or directly by the contractor where agreed in advance by Bield. For Routine works, as much notice as possible will be given with the choice of a morning or afternoon slot.

3.4.7 Tenant Satisfaction - Reactive Repairs

For all repair requests that concern individual flats, each customer will receive a copy of the relevant works orders issued. This also gives the tenant/customer the opportunity to state how satisfied or dissatisfied they are with the completed repair. Bield also carries out an independent Tenants Survey at regular intervals. The survey is based on a random sample of tenants and covers a wide range of matters including property maintenance. Customer Satisfaction Survey results will be used by Bield to improve performance and develop services to meet customer's needs and demands. The performance of the Repairs and Maintenance service will also be reported to customers through Bield's magazine, The Bulletin, from time to time, and in Bield's Annual Tenant Report

3.4.8 Bield aims to provide an efficient, responsive and reliable high quality service in line with this policy. If a tenant is dissatisfied with the service provided, Bield's Complaints Policy and Procedures shall be implemented and staff will endeavour to resolve the problem as long as that resolution is in line with this policy.

3.4.9 Bield will recharge tenants for repairs which are carried out, but which are not Bield's responsibility, in line with Bield's SSTA and Rechargeable Repairs Policy.

3.5 PLANNED MAINTENANCE

3.5.1 Definition

Planned Maintenance is work which is programmed in advance and involves carrying out planned programmes of repair, maintenance and renewal to prevent a predicted deterioration of the housing stock. A planned approach is more effective, and offers better value for money, than the provision of a service based wholly on reactive repairs. In addition to its Responsive Maintenance service Bield will deliver its Repairs and Maintenance obligations under five further programme types – Service Maintenance, Cyclical Maintenance, Major Repairs, Plant Replacement and Equipment Replacement. These are detailed in the following sections.

3.5.2 Service Contracts

Whilst Service Charge income for day to day works and services maintenance mainly meet the need for reactive repairs, they also fund a significant amount of regular maintenance works which are largely carried out on an annual basis by way of Service Contracts. Service Contract works are periodic works which are carried out at regular intervals and which usually involve repetitive tasks; inspection, servicing or specialist cleaning. The list of works

that are undertaken through Service Contracts are as shown in Appendix 8

3.5.3 Cyclical Maintenance

Cyclical Maintenance work is funded from the basic rent and covers works such as the regular maintenance and/or replacement of a range of items.

The list of works that are undertaken through cyclical maintenance contracts and their notional cycles of replacement are as shown in Appendix 9.

3.5.4 Plant and Equipment Replacement

Plant and equipment replacement works are funded from the service charge and cover the replacement of items provided as an additional service over and above basic housing.

The list of works that are undertaken through plant and equipment replacement contracts and their notional cycles of replacement are as shown in Appendix 10.

3.5.5 Major Repairs

Major repairs works are funded from the basic rent and cover the replacement works of the various elements of the building fabric. Most aspects of meeting the Scottish Housing Quality Standard will be funded from the Major Repairs account.

The list of works that are undertaken as major repairs and their notional cycles of replacement are as shown in Appendix 11.

3.5.6 Asset Management Initiatives (previously Scheme Improvements)

Following a substantial review of its stock in 2013/14, the organisation has agreed to develop specific asset management initiatives (projects) to address longer term issues not ordinarily addressed from ongoing planned maintenance works. Funding for these projects will be identified separately from other budget headings and these projects will be the subject of consultation with residents, and a full business case which will require approval from the Senior Management Team or the Board as appropriate.

This category replaces the previous Scheme Improvement works category which covered works of improvement which could not be funded from Cyclical, Plant and Equipment or Major Repairs funds.

3.5.7 Special Projects

From time to time Special Projects may be undertaken in schemes that cannot be funded by any of the above methods. Such projects may be entirely funded by the Organisation or indeed via a joint initiative with a local Social Work department. All such special projects are submitted to SMT for approval but because of the unknown nature of this type of project, these works are not included in the Annual Programme of Works but are subject to all relevant Property Services procedures.

3.5.8 Management of the Annual Programme of Works

Management of the Annual Programme of Works (PoW) will be undertaken by the Property Services Senior Management Team. A draft Programme of Works will be drawn up during Bield's budget setting process, usually in the 3rd quarter of each financial year, following consultation with all Client Departments. Projects will be proposed using condition survey information, to ensure adherence to legislative change and in line with the agreed cycles of replacement. (Appendixes 9,10 & 11). The Property Services budget, including details of the PoW, will be submitted to the Board for approval, usually in the 4th quarter of the financial year. Where alterations to the PoW are required during the year and where these can be

accommodated within the budget this will be approved by the Director of Asset Management and/or Asst Director dependant on the project value. Alterations which can not be accommodated within the established annual budget will be submitted to the SMT for consideration and approval.

3.5.9 Tenant Participation and Choice

Property Services will consult with tenants and service users, whenever practical, to ensure that tenant's views and feedback are incorporated into design decisions and that a range of choices are made available, where appropriate, for works within tenant's homes, care facilities and communal areas.

3.6 PROCUREMENT

3.6.1 Bield's Procurement Policy, which was approved by the Senior Management Team on the 17th of November 2012, sets out the fundamental rules, behaviours and standards applicable to all procurement activity within Bield. The Policy will be adhered to in conjunction with the linked Procurement Procedures. Order and Invoice approval and authorisation levels for all Property Services' procedures will be as per Bield's current version of the Financial Regulations and Authorisation Levels & Approval Procedures.

3.6.2 Approved List of Contractors

Property Services maintain a list of approved contractors and consultants which are added to our CTX system. It is reviewed in full, on an annual basis, by the Senior Management Team (SMT). For all main service delivery areas, contracts will be in place, tendered in line with Bield's Procurement Policy, which will determine the Contractors to be used, however, in some cases, it is practical to have a pre-approved range of alternative or specialist contractors available for smaller works valued under the tender threshold.

3.6.3 Addition of Contractors to the Approved List

In all cases, new contractors are required to complete a Contractor's Assessment Form and meet a set of minimum criteria. New contractors for Property Services shall only be added to the approved list by the Assistant Director of Property Services following approval by the SMT. The Contractors Assessment Form is as shown in Appendix 12

3.6.4 Removal of Contractors from Approved List

Where a contractor's performance is considered to fall below an acceptable standard, efforts will be made to resolve the problems by Property Services staff in conjunction with the contractor concerned. If, after a reasonable time has passed, there has been no improvement in performance the SMT will be advised of the situation, given details of the failures and asked to consider removal of the contractor from the Approved List.

3.6.5 Insurances

All contractors must have valid Public Liability Insurance and, where applicable, relevant Professional, Product and Employer's Insurances The period of cover for Public Liability Insurance is reviewed monthly. Where cover is about to cease, the contractor concerned will be contacted requesting details of the new policy. Where cover has lapsed work will not be instructed to the contractor until it recommences. New contractors being added to the list must have valid and appropriate Public Liability Insurance.

3.7 CONSULTANTS

3.7.1 Introduction

The use of consultants by Property Services is limited by virtue of the fact that there are adequate in-house qualified staff to undertake the vast majority of the works at hand. There are though some circumstances where the services of a consultant may be required; Passenger Lift Modernisation or Specialist Survey Works for example.

3.7.2 Construction (Design and Management) Regulations 2015 (C.D.M. Regulations)

The use of consultants in respect of the C.D.M. Regulations within Property Services is restricted to those on the approved list of CDM Advisors.

3.7.3 Other Consultants

In the exceptional circumstances where the services of another type of consultant is required, such as a Structural Engineer or Services Consultant, then an appointment will be made using those Consultants already approved by the SMT for use on development contracts

3.7.4 Appointments of Consultants

It is proposed that where there is a need to appoint a consultant is identified, the appointment shall be made by the Director of Asset Management where the fee charge will not exceed £20,000. If the fee estimate is greater than £20,000, an appropriate report shall be submitted to the SMT for consideration and approval.

3.8 BIELD's Code of Conduct for Contractors

3.8.1 A Code of Conduct for Contractors Employed on Contract Works

Whilst many of the contracts being carried out are, in building terms relatively straightforward, they are nevertheless very intrusive to our tenants and the extent of this intrusion is largely dependent on how the successful contractor manages the contract. A Code of Conduct has been drawn up that all contractors engaged on the Planned Works Programme are required to adhere to thereby ensuring that those working for Bield on a contract basis achieve the required standard.

The Bield Code of Conduct for Contractors is as shown in Appendix 13.

3.9 CONTRACT PROCUREMENT

3.9.1 Contractor Viability Check

In monetary terms, the majority of Contract project works undertaken by Property Services cost less than £150,000 and the nature of the works together with the method of valuing works done before authorising payments present a relatively low financial risk.

However, it is recognised that in some limited circumstances contract values will exceed £150,000. In all such instances, the contractors who will be invited to tender will be subject to a Contractor Viability Check, carried out in conjunction with The Department of Finance and the current Procurement Policy and Procedures, which must be satisfactorily completed before any Invitations to Tender are issued.

3.9.3 Tendering Procedure

Major repairs and replacement works identified in the Annual Programme of Works shall normally be subject to the formal tendering procedure set out in Bield's Procurement Policy.

3.9.4 There may be occasions where it is considered, for cost and/or contractual advantages, to negotiate contracts with contractors or enter into partnership arrangements. In these cases

approval of the SMT will be sought.

3.10 DEFECTS POLICY

3.10.1 The Defects Policy forms part of the Development Policy and Procedures Manual.

3.11 TENANT IMPROVEMENTS & COMPENSATION

3.11.1 The Scottish Secure Tenants (Right to Repair) Regulations 2002 require that compensation be paid upon failure to complete qualifying repairs (valued less than £350) in accordance with the timescales set out in the Regulations. Tenants will be advised by Bield if the repair is covered by the scheme, of their rights under the scheme and the date by which the repair should be completed.

3.11.2 Improvements

Bield recognises that tenants may wish to carry out alterations and improvements to their home and will not unreasonably withhold permission in accordance with Section 5.24 of Bield's Scottish Secure Tenancy Agreement. Bield will confirm its consent for improvements/alterations by issue of a permission letter which will cover all stipulations and recommendations applicable to the works. Bield will not grant permission for works which will cause a fail in terms of SHQS compliance. Tenants must agree that the work is inspected on completion. At the end of their tenancy, tenants who make improvements may be entitled to compensation for the works they have carried out, under the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002. These regulations set out clear guidance on those improvements eligible for compensation together with a formula for the calculation of the compensation payment due. Compensation must be claimed in writing by the tenant.

3.12 DISTURBANCE PAYMENTS & RECHARGES

3.12.1 General

Extensive work or alteration to Bield stock, including possibly major remodelling or even disposal, may result in considerable disturbance to the tenants and therefore it may be appropriate to consider the payment of a disturbance payment to tenants in certain circumstances. The nature, extent, and timing of any payment may require to be subject to discussion and agreement with other Departments and authorities depending on the form of disturbance involved.

3.12.2 Payments

It is proposed that the payment of such allowances be considered by the Director of Asset Management with authority to make payments to tenants in a total amount not exceeding £5000 in any one scheme. In these instances the costs will be funded out of the major repairs budget. Where the total value of the payments exceeds £5000 in any one scheme, then an appropriate report will be submitted to the SMT for consideration, approval and allocation of funding.

3.12.3 Recharge Policy

Where appropriate Bield will seek to recover the costs of any repairs carried out by us to the house or related common parts, made necessary by acts of malicious damage or neglect by the tenant, a member of their household or visitor to their house. A separate Recharge Policy outlines the scope of this (see Appendix 16).

3.13 ADAPTATIONS TO FLATS FOR TENANTS WITH PHYSICAL DISABILITIES

3.13.1 General

Bield is committed to the provision of high quality housing which meets the needs of individual tenants and recognises that adapting homes can have a significant positive impact on the health and wellbeing of people and allow them to remain in their homes for as long as possible.

Where Bield receives requests for alterations to be carried out to flats (including access to flats) to allow a tenant with a particular disability or medical condition to continue to occupy the flat, funding will normally be sought from the Scottish Government to carry out such works under the Stage 3 Adaptation Programme. This requires an assessment to be carried out by the local authority Occupational Therapist giving support to the application. A waiting list based on the length of time waiting, and prioritised by assessed need, will be used to programme works. Stage 3 funding will not apply to communal areas.

- 3.13.2 Where Bield has installed additional or specialised equipment or facilities these will be maintained in accordance with this policy. In the event that any such additions are no longer required (stair lifts or automatic door openers for example) Bield will remove it (unless required by in-coming tenant) and may re-use it if appropriate, and in line with alternative tenants needs.

3.14 COMPLAINTS PROCEDURE

3.14.1 General

Bield's Complaints Policy Procedures and Guidelines, revised and approved in 2012, is the overriding complaints procedure.

3.15 EQUALITY & DIVERSITY

- 3.15.1 Property Services will endeavour to promote equal opportunities throughout its activities. Those contractors that do not have their own policy on Equality and Diversity will be expected to adopt the terms of Bield's Policy and this is made clear in Bield's Contractor Assessment Form.

APPENDIX ONE

Legislative Environment

There are a considerable number of government statutes, regulations and recommendations that place responsibilities upon the operation of Bield's property management function. In delivering its obligations under this Policy Bield will meet the requirements of all current legislation.

- *The Construction (Design and Management) Regulations 2015 (CDM)*
- *Building Standards(Scotland) Regulations*
- *Scottish Housing Quality Standard*
- *The Energy Efficiency Standard for Social Housing (EESH)*
- *Town and Country Planning Acts*
- *Housing (Scotland) Act 1987, 2001 , 2006, 2010 and 2014*
- *The Scottish Secure Tenants (Right to Repair) Regulations 2002*
- *Fire (Scotland) Act 2005*
- *The Workplace(Health, Safety & Welfare) Regulations 1992*
- *The Disability Discrimination Act 1995 and 2005*
- *The Health and Safety at Work Act 1974*
- *The Management of Health and Safety at Work Regulations 1999*
- *Gas Safety (Installation and Use) Regulations 1998*
- *The Control of Asbestos Regulations 2012*
- *The Electricity at Work Regulations 1989*
- *The Control of Substances Hazardous to Health Regulations 2002 (COSHH)*
- *The Lifting Operation and Lifting Equipment Regulations 1998 (LOLER)*
- *The Provision and Use of Work Equipment Regulations 1998 (PUWER)*
- *The Work at Height Regulations 2005*
- *The Pressure Systems Safety Regulations 2000*
- *The Confined Spaces Regulations 1997*
- *The Manual Handling Operations Regulations 1992*

In addition there are professional and trade codes of practice (eg IEE, Gas Safe, Legionnaires Disease; ACOP L8), BS and EU standards, and issues such as sustainability, energy efficiency, and future Scottish Housing Quality Standards that will have to be taken into account.

APPENDIX TWO

Extract from Bield's Scottish Secure Tenancy Agreement - Section Five

Repairs, Maintenance, Improvements and Alterations:

Repairs and Maintenance: Our Responsibilities and Rights:

- 5.1 In this Agreement, the word "repair" and "repairs" includes any work necessary to put the house into a state which is wind and watertight, and, in all respects, reasonably fit for human habitation.
- 5.2 Before the start of the tenancy, we will inspect your house to ensure that it is wind and watertight, and, in all other respects, reasonably fit for human habitation. If repair or other work needs to be done to bring the house up to that standard, we will do so before the tenancy begins. We will notify you about any such work. Any other repairs may be carried out after the tenancy begins.
- 5.3 During the course of your tenancy, we will carry out repairs or other work necessary to keep the house in a condition which is habitable, wind and watertight and, in all other respects, reasonably fit for human habitation. We will carry out all repairs within a reasonable period of becoming aware that the repairs need to be done. Once begun, the repairs will be finished as soon as reasonably possible.
- 5.4 We will carry out a reasonably diligent inspection of the common parts before the tenancy begins. We will take reasonable steps to remove any danger we find before you move into your house. We will repair any other defect we find which will significantly affect your use of the common parts, or the house, within a reasonable period.
- 5.5 If we need the co-operation or permission of another person to carry out repairs or other work to the house or common parts, or to inspect, we will do our best to get it. We may be unable to do non-emergency repairs until we get such permission.
- 5.6 Our general repair obligations contained in paragraphs 5.2 and 5.3 include a duty to carry out repairs relating to water penetration, rising dampness and condensation dampness.
- 5.7 Our duty to repair includes a duty to take into account the extent to which the house falls short of the current building regulations by reason of disrepair or sanitary defects.
- 5.8 We will:

Keep in repair the structure and exterior of the house including:

- Drains, gutters and external pipes (this does not include the clearance of blockages caused by the tenants' negligence).
- The roof.
- Outside walls, outside doors, windowsills, window catches, sash cords and window frames, including external painting and decoration.

- Internal walls, floors and ceilings, doors, door frames and internal staircases and landings (but not including painting and decoration).
- Chimneys, chimney stacks and flues.
- Pathways, steps or other means of access.
- Plasterwork.
- Integral garages and stores.
- Boundary walls and fences.

Keep in repair and in proper working order, any installations we have provided for space heating, water heating and sanitation and for the supply of water, gas and electricity including:

- Basin sinks, baths, toilets, flushing systems and waste pipes, showers and water tanks.
- Electric wiring, fireplaces, fitted fires and central heating installations, door entry systems, communal TV aerials and extractor fans.
- We will not, however, be responsible for repair of any fixtures and fittings not belonging to us which make use of gas, electricity or water. Neither will we be responsible for the repair or maintenance of anything installed by you or belonging to you which you would be entitled to remove from the house at the end of the tenancy unless we have specifically agreed.
- We will inspect annually any gas installations in the house provided by us. We will provide you with a copy of the inspection report within 28 days of the inspection. If the inspection reveals the need for repair or replacement of any such installation, we will do so within a reasonable period. We will give you a copy of the current inspection record at the beginning of the tenancy
- If your house is served by a communal television or communications aerial provided by us, we will take reasonable steps to repair any defect within a reasonable period.

5.9 Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully or negligently or accidentally by you, anyone living with you or visitor to your house. If we decide to carry out the work, you must pay us for the cost of the repair. This section does not apply to damage caused by:

- Fair wear and tear.
- Vandals (provided that you have reported the damage to the police and us as soon as the damage is discovered).

- 5.10 We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable.
- 5.11 We have the right to come into your house to inspect it and its fixtures and fittings (such as the fire alarm and Community Alarm Systems) or carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours' notice in writing. We have the right of access to your house in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas and electricity, providing we give you reasonable notice in writing. We have the right of access to the common parts at any reasonable time. If you refuse us entry, we will have the right to make forcible entry provided we have given you every reasonable opportunity to let us in voluntarily. If we have to make forcible entry, in this situation, you are liable for the costs of any damage reasonably caused. In an emergency, we have the right to make forcible entry to your house without notice.
- 5.12 If we know that any house or flat adjoining your house, which we own, is likely to remain unoccupied for longer than four weeks, we will take all reasonable steps to avoid damage or danger to you or your property arising from that house or flat being unoccupied.
- 5.13 If we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. You will be charged rent and any relevant service charges during this period but no more than you normally pay.
- 5.14 Our duties to repair contained in this part of the Agreement continue until this Agreement comes to an end.

Repairs and Maintenance: Your Responsibilities and Rights:

- 5.15 You must report to us, as soon as reasonably possible, any damage to the house, the common parts or loss or damage to our property. You can do this in person or by telephone. You can arrange for someone else to do this on your behalf.
- 5.16 You are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs which are due to fair wear and tear.
- 5.17 If we have delayed or failed to carry out certain types of repair, there are statutory regulations which give tenants the right to have certain repairs carried out. You may also be entitled to compensation.
- 5.18 You agree on being given reasonable notice and where no other arrangement has been made, to allow us or our agents to enter the house to inspect any defect or to allow our

contractors or agents to enter the house at reasonable hours to carry out necessary works, repairs or alterations.

- 5.19 You agree to inform us immediately of an emergency including those involving the supply of water, electricity and gas and to ensure that access is given to our representatives and/or contractors.
- 5.20 You will take reasonable steps to ensure that water pipes do not freeze. In the event of you being absent from your house for four weeks or more you should inform us and ensure that the internal water supply is turned off and pipes and tanks etc are drained.
- 5.21 If your house is covered by a master key system, you are not permitted to change the locks or add additional locks. If your house is not covered by a master key system, you must seek our permission to add or alter the locking mechanisms in accordance with paragraph 5.24 of this Agreement.
- You are responsible for the cost of replacing any lost or broken keys.
- 5.22 If your house is provided with a Community Alarm System, including pull cords, you are not permitted to damage or remove any part of the Community Alarm System.
- 5.23 We operate a scheme whereby most of our tenants are automatically provided with insurance for their household contents (you will be advised prior to signing this Agreement if you are covered by this scheme). This covers your possessions against loss or damage by fire, flood, theft and accident. Should you wish to exercise your right not to be covered by this scheme you should let us know.

Alterations and Improvements:

- 5.24 If you want to:
- Alter, improve or enlarge the house, fittings or fixtures.
 - Add new fixtures or fittings (for example kitchen or bathroom installations, central heating or other fixed heaters, double glazing, or any kind of external aerial or satellite dish or laminate flooring or artex).
 - Put up a garage, shed or other structure.
 - Decorate the outside of the house.

You must first get our written permission. We will not refuse permission unreasonably. We may grant permission with conditions including conditions regarding the standard of the work. See paragraph 10.3 for more details about the procedure.

- 5.25 If you have made alterations or improvements with our permission, you may be entitled to compensation at the end of your tenancy under regulations governing such arrangements. We also have the power, even if you do not qualify under these Regulations, to make a discretionary payment.
- 5.26 If you carry out any alterations or improvements without our permission we are entitled to

restore the house to its previous condition during, or at the end of, your tenancy. If we do so, we are entitled to charge you for this work. You hereby agree to pay the cost of this work.

APPENDIX THREE

SERVICE LEVEL AGREEMENT

OWNER SERVICES

AND

PROPERTY SERVICES

April 2013

BACKGROUND

During 2012, reviews of all operational areas within Property Services were carried out. This was designed to ensure that the services were operating effectively; making best use of resources and providing the high quality service that all customers expect.

The reviews included:

1. The Department Structure
2. The workload
3. The growth potential for Owner Services

As part of this process TIAA were asked to review the existing practices within Owner Services and examine whether these could be improved. The Board also approved a new Growth Strategy for Owner Services in July 2012 which set challenging targets for a five year period and a new post was created.

In considering these options and the desire for future growth, it was agreed that from the 1st April 2013, changes would be made to the reactive and planned maintenance service for Owner Services. At the same time the number of Property Officers increased from 7 to 9.

These changes include:

1. Property Officer developments being linked exclusively to geographical areas
2. Reactive Maintenance and Improvement works to be dealt with, where possible, through the arrangements already in place for other operational areas
3. A focus on ensuring consistency across all service areas
4. Owner Services Officers no longer having responsibility for maintenance/property related works.

This agreement provides the framework for these new arrangements to be made and also measures performance against various targets and can be read in conjunction with Appendix 1

CONTENTS

1. Reactive Maintenance
2. Administration
3. Insurances
4. Service Contracts
5. Planned Maintenance
6. Property Improvements
7. Property Officer

Terminology

PO **Property Officer**

SM	Scheme Manager
OSM/OSO	Owner Services Manager/Owner Services Officer
POM	Property Operations Manager
PMAM	Property Maintenance Administration Manager
PS	Property Services
NUWF	Non-Urgent Workflow

REACTIVE MAINTENANCE

Approximately 650 works orders are issued annually through CTX by Owner Services. There are also works instructed to contractors who are not on our approved system and this occurs when residents specifically wish a local contractor.

Scheme Managers (SM) will report repairs using the NUWF and this will include works where they may already have made arrangements with the contractor

The follow-up to any outstanding works will be the responsibility of the SM and PO. The PO will authorise all payments, with the exception of those over £3,000 which will be passed to the OSM.

Where the SM wishes an inspection they will use the NUWF to request this.

Residents will be provided with a telephone number so that they can contact the repair line directly, however, it will be emphasised that it is always best to inform the SM in the first instance.

There are two developments where there is no SM and they will be able to use the repair line in a similar way as other amenity tenants currently use it.

An updated list of resident phone numbers will be made available on Pandora for the Admin Team. This list will be updated at least annually by OSO.

In some instances, works are issued to contractors who are not on CTX and payments can be made through a cheque requisition which is sent to Finance. Owner Services will try to ensure that contractors are on the approved list wherever possible. A procedure note for the Property Admin Team to log these works on CTX has been prepared.

Where works are recharged to an owner, clarification can be sought from the OSM and invoices will be issued by Finance. Any queries relating to a recharge will be dealt with by the OSM.

Appendix 2 provides more detailed information.

ADMINISTRATION

Prior to the 1st April 2013, Owner Services will provide PS with the contractors list for each development, along with as many alternative contractors as possible. This list is also sent to

BR24 whenever a change is made and PS will arrange this from 1/4/13. Annually the list will be sent to OSM who can ask the SM to note any changes.

PS will be responsible for checking insurances etc., for contractors as happens at the present time.

COMPLAINTS

Complaints about any issue relating to a development will be passed to the OSM as it could have the potential to be referred to the Homeowners Housing Panel. However, they are subject to the same policy, procedures and timescales as all other complaints about Bield.

The OSM will be responsible for ensuring that timescales are adhered to and report the outcomes to the Director of Asset Management and SMT as required.

INSURANCES

Where a potential insurance claim arises PS should speak to the OSM about the viability of making a claim. If the claim proceeds it should be done in the same way as other claims, albeit the excess on the policy is £200.

Any queries that arise during the claim should be dealt with by the PO.

SERVICE CONTRACTS

The tendering and awarding of contracts will be the responsibility of the OSM and this will be done in conjunction with the Service Contracts Officer.

Currently the gardening contracts continue until March 2014 and the window cleaning contracts are renewed annually. Given the considerable input from owners to these contracts it is more practical for this to continue being the responsibility of the OSM until the first review of the agreement.

Property Services will be responsible for authorising payments and ensuring the work is of an acceptable standard. They should also liaise with the SM and OSO over any unplanned works.

Appendix 3 provides more detailed information.

In terms of the warden call and door entry, works are issued to a single contractor on a reactive basis. Additionally there is an annual battery test carried out (December/January) for which a separate payment is made.

A separate note on Portable Appliance Testing dates will be passed to Property Services by the 1st April 2013.

Gas servicing is restricted to one development (Polmont) and one flat (30 Greenbourne Gardens). This will be included in the servicing schedule arranged by the POM.

PROPERTY IMPROVEMENTS

Owners are provided with an annual report highlighting the proposed timetable for any improvement works. This will be reviewed periodically by the OSM and PO.

Any works will be passed to the POM who will arrange for the specification and tender to be carried out before owners are approached. The OSM will be involved in assisting the POM with the tender list to ensure that owners views are accounted for. The contractor appointed to carry out the work will be decided by the owners and the OSM, PO and OSO will liaise on this.

The OSM will issue the contract and update CTX.

Once works are in progress, the reporting lines will be the same as all other contracts except for authorisation of invoices which will be done by the OSM.

PROPERTY OFFICER

A six weekly programme of planned visits will be arranged and the SM should notify residents of these dates. Other visits will be subject to any issues that arise during the period and the PO will be kept advised of SM working arrangements by the OSO e.g. if the SM is on leave/ill.

The OSO will arrange any meetings required for maintenance/improvement issues and the PO should also attend the AGM. Prior to this the PO and OSM will prepare the annual report and a document detailing works due in the future at the development.

PO will also receive a 6 monthly report from the OSM on the development finances to assist them in potential works.

The PO or Technical Officer may also be asked to carry out individual surveys as necessary and report on these to owners. This is particularly an issue at the following developments where annual roof inspections are carried out:

- Grendon Court
- Strathearn Court
- John Ker Court

NEW DEVELOPMENT

The PO will be asked to visit any potential developments where owners have expressed an interest in Bield becoming Managers. The purpose of this visit is to highlight any potential issues/works prior to the proposed budgets being approved and to assist in any decisions needing made by Bield.

REVIEW

The Agreement and any issues that arise will be subject to regular discussion between the staff in Property and Owner Services. This will include:

- 1 The Property Management Team - monthly meeting

- 2 Quarterly Meetings of the OSM, POM and PMAM – co-ordinated by PMAM and the Assistant Director of Property Services will attend at least one meeting and receive the minute of all meetings.
- 3 6 monthly meetings of the PO and OSO at each development

The agreement will be reviewed annually.

Owner's Services Rechargeable Repairs Procedure

Owner Services require to recharge residents for certain works and these broadly fall into 3 categories:

1. Supply of additional keys – When a resident orders additional keys, the full costs will be payable by them, unless the SM has otherwise advised.
2. Emergency Internal Works – There are occasions when a resident will ask Bield to arrange a contractor for emergency works to be carried out in their property. The reason for this is that they may not know any local contractors or want to make sure that the contractor is of a reputable standard.
3. Emergency Works arranged by BR24 – There are some occasions where a resident will contact BR24 directly to report a repair and rather than debate over liability BR24 will organise an appropriate contractor.

Categories 2 and 3 generally relate to plumbing and electrical repairs.

Residents should be advised that works may be recharged when they first make contact with Bield. In the case of category 1 and 2 this will generally be via the Scheme Manager, who will explain the position.

The works should be issued via CTX as normal with a note placed that they are to be recharged.

Once the invoice is received, it should be processed in the normal manner and passed to the Property Officer for authorisation.

Once authorised, an account with a copy of the invoice should be sent to the resident. Accounts are issued by the Finance Team in Glasgow and currently there is no administration charge. The income code for the account will be the same as the expenditure code used by Property Services.

Owner Services will be responsible for following up unpaid accounts.

Grounds Maintenance and Window Cleaning

For 2013/14, the existing contracts will continue and the OSM will place the contracts on CTX.

Currently SM's note on their calendars the dates of any visits so that this can be tied in with the invoices. They also complete a work record for grounds maintenance and this can be e-mailed directly to Property Services.

Invoices will be processed by PS in the normal manner and passed to the PO for authorisation.

Where there is dissatisfaction with the contractor, the SM will initially raise this with their PO before the matter is potentially escalated. The PO will then be aware of the situation before authorising payments and can discuss with the SCO and/or OSM.

Where works are instructed outwith the contract, the SM should discuss this either with the PO or OSM before requesting an order is issued. A copy of the grounds maintenance and window cleaning contract terms is available through Pandora.

APPENDIX FOUR

The Right to Repair

The Housing (Scotland) Act 2001 gives tenants the right to have small, urgent repairs, up to a value of £350, carried out by their landlord within a given timescale. This is called the Right to Repair scheme.

The timescales shown are the maximum period in working days from the day after a qualifying repair or inspection is reported (excluding weekends and public holidays). If the landlord does not carry out the repair within the time limit set the tenant may be entitled to compensation.

Repair times depend on the type of repair.

Repairs included in the scheme	Timescales (days)
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1
Blocked sink, bath or basin	1
Loss of electric power (except where fault lies with the utility provider)	1
Partial loss of electric power (except where fault lies with the utility provider)	3
Insecure external window, door or lock	1
Unsafe access to a path or step	1
Leaks or flooding from water or heating pipes, tanks, cisterns	1
Loss or partial loss of gas supply (except where fault lies with the utility provider)	1
Loss or partial loss of space or water heating where no alternative heating is available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket, or electrical fitting	1
Loss of water supply (except where fault lies with the utility provider)	1
Partial loss of water supply (except where fault lies with the utility provider)	3
Loose or detached banister or hand rail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7

APPENDIX FIVE
Extract from THE HOUSING (Scotland) ACT 2001
Part 2 Chapter 1 Repairs and Improvements

28 Landlord's consent to work

(1) It is a term of every Scottish secure tenancy that the tenant is not to carry out work, other than interior decoration, in relation to the house without the consent in writing of the landlord, which must not be unreasonably withheld.

(2) In this section and Part 1 of schedule 5, "work" means—

(a) alteration, improvement or enlargement of the house or of any fittings or fixtures,

(b) addition of new fittings or fixtures,

(c) erection of a garage, shed or other structure,

but does not include repairs or maintenance of any of these.

(3) The provisions of Part 1 of schedule 5 have effect as terms of every Scottish secure tenancy.

(4) The Scottish Ministers may issue guidance to landlords as to the standards to which different descriptions of work should be carried out and as to the matters to which landlords should have regard in considering imposing conditions under paragraph 2(b) of schedule 5 as to the standard of work.

29 Reimbursement of cost of work

(1) On the termination of a Scottish secure tenancy, the landlord may (without prejudice to any other power to that effect) make any payment to the tenant which it considers appropriate in respect of improvement work carried out by the tenant (or by any predecessor of the tenant under the same tenancy) with the landlord's consent under section 28.

(2) The amount of any payment under subsection (1) must not exceed the cost of the work in respect of which it is made, after deduction of the amount of any grant paid or payable under Part XIII (grants for improvement, repairs etc.) of the 1987 Act.

(3) Where a Scottish secure tenancy is terminated (under section 22(3) or (4)) by the death of the tenant, a payment under subsection (1) may be made to the tenant's personal representatives.

30 Right to compensation for improvements

(1) For the purposes of this section—

- "qualifying improvement work" is improvement work which is prescribed as such and which is begun not earlier than the commencement of this section,
- "qualifying person" is a person who is, immediately before the tenancy is terminated, a tenant under a Scottish secure tenancy, and—

(a)

is the tenant who carried out the qualifying improvement work,

(b)

is a tenant of a joint tenancy which existed at the time the work was carried out, or

(c)

succeeded to the tenancy under section 22 on the death of the tenant who carried out the work and the tenancy did not cease to be a Scottish secure tenancy on the succession.

(2) For the purposes of this section, a tenancy is terminated when—

(a) any of the circumstances of subsection (1) of section 12 apply and, in a case where the termination is under paragraph (d), (e) or (f) of that subsection, the house is vacated,

(b) there is a change of landlord, or

(c) it is assigned to a new tenant.

(3) Where the tenant under a Scottish secure tenancy has carried out qualifying improvement work with the consent of the landlord under section 28, a qualifying person is on the termination of the tenancy entitled to be paid compensation by the landlord in respect of the work.

(4) Compensation is not payable if—

(a) the tenancy comes to an end in prescribed circumstances,

(b) compensation has been paid under section 29 in respect of the improvement, or

(c) the amount of any compensation which would otherwise be payable is less than such amount as may be prescribed.

(5) Regulations under this section may provide that—

(a) any compensation payable is to be—

(i) determined by the landlord in such manner and taking into account such matters as may be prescribed, or

(ii) calculated in such manner and taking into account such matters as may be prescribed, and is not to exceed such amount, if any, as may be prescribed,

(b) the landlord may set off against any compensation payable under this section any sums owed to it by any qualifying person.

(6) Where, in the case of two or more qualifying persons, one of them (“the missing person”) cannot be found—

(a) a claim for compensation under this section may be made by, and compensation may be paid to, the other qualifying person or persons, but

(b) the missing person is entitled to recover the missing person's share of any compensation so paid from the other qualifying person or persons.

(7) Regulations under this section may—

(a) provide for the manner in which and the period within which claims for compensation under this section are to be made, and for the procedure to be followed in determining such claims,

(b) prescribe the form of any document required to be used for the purposes of or in connection with such claims, and

(c) provide for the determination of questions arising under the regulations.

(8) In this section, "prescribed" means prescribed by regulations made by the Scottish Ministers.

31 Effect of work on rent

In assessing the rent to be payable under a Scottish secure tenancy by—

(a) a tenant who has carried out work on the house,

(b) a person who has succeeded that tenant in the tenancy, or

(c) the spouse of a person mentioned in paragraph (b) or a person living with that person as husband and wife or in a relationship which has the characteristics of the relationship between husband and wife except that the persons are of the same sex,

no account is to be taken at any time of any improvement in the value or amenities of the house resulting from the work

APPENDIX SIX

The Scottish Housing Quality Standard (SHQS)

The Scottish Housing Quality Standard (SHQS) was introduced in February 2004 and is the Scottish Government's principal measure of housing quality in Scotland.

Each of the devolved administrations across the UK has a national housing quality standard in place - for example, the Decent Homes Standard in England and Northern Ireland and the Welsh Housing Quality Standard in Wales. Each standard differs in a number of ways, reflecting the choices and priorities of each devolved administration. The SHQS is a set of five broad housing criteria which must all be met if the property is to pass SHQS. These criteria in turn consist of 55 elements and nine sub-elements against which properties need to be measured.

The purpose of introducing a minimum housing standard in Scotland is essentially to provide a 'floor' below which a property should ideally not fall. In the case of the social housing sector (local authority landlords and Registered Social Landlords), Scottish Government has set a policy target for those landlords to bring their stock up to every element of the standard (where applicable) by April 2015. Other public sector landlords, for example university accommodation and the Ministry of Defence are not subject to that policy target. Private sector landlords and owner-occupied households in Scotland are not subject to the April 2015 policy target either but each property can still be assessed against SHQS if required for whatever reason.

There are 5 Broad Areas (or criteria) that Social Rented properties should satisfy by April 2015. These are

- A Must meet the Tolerable Standard (i.e. the basic legal minimum standard)
- B Must be free from Serious Disrepair
- C Must be Energy Efficient
- D Must have Modern Facilities and Services
- E Must be Healthy, Safe and Secure

Within these 5 broad areas, there are 55 separate elements, some of which are sub divided.

Detailed technical guidance on the SHQS together with other more general SHQS information, is available on the SHQS page of the Scottish Government website at: <http://www.scotland.gov.uk/shqs>

APPENDIX SEVEN

Appendix 5 – Minimum Letting Standard

The following minimum standards will apply for all void properties. Additional work may be undertaken in some properties which are classed as DTL

Component/Item	Standard
Cleanliness	<ul style="list-style-type: none"> ▪ The property will be cleared of all furnishing and other items belonging to the previous tenant. ▪ The property should be cleaned to the standard detailed in the Void Cleaning Checklist before any viewings.
Decoration	<ul style="list-style-type: none"> ▪ Decoration throughout the property will be clean and well applied and intact throughout. This includes walls and all woodwork. ▪ Decoration disturbed by the previous removal of handrails, warden call systems, extractor fans etc should be reinstated. ▪ Where decoration is required a decoration allowance can be offered to the new tenant or if the property is particularly poor and not suitable for viewing Bield will decorate the property while void. ▪ Decoration carried out by Bield will be neutral in colour and consistent throughout the property. ▪ Where void work is undertaken, which will disturb the condition of the existing decoration, this must be made good by the contractor.
Doors	<ul style="list-style-type: none"> ▪ All entrance doors to flats will have secure locks, door closers and letterboxes. ▪ External doors will be wind and water tight. ▪ Other doors classed as fire doors will be fitted with door closers, and where applicable, intumescent strips should be in tact. ▪ Bathroom doors will be fitted with a locking device ▪ All doors will be checked to ensure the lock, handle, latch and keeper is in good working order and that the door is secure. ▪ Glass should be of safety standard. ▪ Doors which are damaged or require repair/decoration or replacement should be rectified while the property is void
Windows	<ul style="list-style-type: none"> ▪ All window and safety catches will be checked to ensure they are operating properly and safe to use. ▪ Windows fitted with locks should have at last two keys provided. ▪ Windows should be easy to open/close and glass free from cracks. ▪ Glass and paintwork should be clean and in a good order

Component/Item	Standard
Gas/Electric Safety Checks	<ul style="list-style-type: none"> ▪ All properties will have central heating. Those with gas heating will have a gas safety check carried out with a copy of the safety certificate issued to the new tenant. Electric heating systems will be checked as part of the electric check carried out on all properties and as above a copy of this inspection will be issued to new tenants. ▪ Properties with individual gas boilers will be fitted with carbon monoxide detectors – this will be checked as part of the annual inspection. ▪ If a Bield electric cooker is left in the property it will be removed and not replaced
Smoke Alarm	The smoke detector will be visually inspected to ensure that it is still in place and connected to the mains system.
Kitchen	<ul style="list-style-type: none"> ▪ Kitchen units and worktops should be matching, clean and in a good condition with no cracks/chips or missing handles etc. ▪ Unit doors/ drawers should be well fitted and open/close with ease. ▪ Tiling should be clean, intact, in a good order. Grout should be free from mould. ▪ Extractor fans should be clean and in good working order ▪ Sink units should be clean and taps, drain and plug working ▪ Flooring should be clean, intact and in a good condition ▪ Visible piping should be boxed in
Bathroom	<ul style="list-style-type: none"> ▪ Sanitary ware should be clean, stain free with no cracks or chips and in a good overall condition. ▪ Shower units should be in good working order, clean and fit for use. ▪ Tiling should be intact with grout free from mould. ▪ Baths should be boxed in appropriately as should any visible piping ▪ Extractors should be clean and in good working order ▪ Flooring should be clean, intact and in a good condition
Woodwork and Flooring	<ul style="list-style-type: none"> ▪ Uneven flooring likely to cause a tripping hazard or make carpets difficult to lay will be repaired. Every effort will be made to repair squeaky floors. ▪ Other items of woodwork such as skirting or door facings should be renewed if damaged or in a poor condition
Warden Call	Bield Housing & Care will have fitted in all properties, except those classed as General Needs, a warden call system. This comprises of a speech unit and or pull cords in each room. These will be checked to ensure the system is operating properly.
Door Entry	If a door entry system is in place this will be checked to ensure it is operating correctly

Component/Item	Standard
Communal Facilities and Services	Many tenants have access to a range of communal facilities and services. The Association will manage, regularly inspect, service and maintain these facilities to ensure they remain safe and suitable for their use
External Areas	Garden areas, paths, drying greens, parking areas etc will be regularly inspected and maintained to ensure they are safe and suitable for their use.

APPENDIX EIGHT

SERVICE CONTRACT WORKS

Work Item	Work Cycle
Passenger Lift Servicing and Maintenance	Every 2 months
Warden Call and Door Entry Systems	365 day Responsive Service and annual check of peripherals (smokes, fall detectors etc)
Inspection of CCTV	Annual
Grounds Maintenance	Every 2 weeks April to October & every month Nov to March = 19 per year
Window Cleaning	Every 6 weeks
Inspection of Fire Fighting Equipment	Annual
Inspection of Intruder/Security Alarms	Annual
Electric Laundry Equipment Servicing and Maintenance	3
Communal Kitchen; Equipment Maintenance and Deep Cleaning	Annual
Hoists/Assisted Baths Servicing and Maintenance	Every 6 months
Winter Salt Provision	Annual
Automatic Doors Servicing and Maintenance	Every 6 months
Mixer Valve Inspection	Annual & every 6 months in Care
Wheelchair Inspection	Annual
Roof Anchors & Mansafe Systems	Annual

APPENDIX NINE

CYCLICAL MAINTENANCE WORKS & SERVICE INSPECTION

Work Item	Work Cycle (Years) Housing and other stock	Work Cycle (Years) Care Homes only
External Redecoration	5	5
Internal Redecoration	5	3
Replacement Floorcoverings	10	6
Inspection of Fixed Wiring	5	5
Inspection of Portable Electrical Appliances	Annual (communal only)	Annual
Inspection of Emergency Lighting	Annual	Annual
Inspection of Fire Alarm Systems	Every 3 months	Every 3 months
Inspection of Sprinkler Systems & Dry Risers	Annual	Annual
Inspection of Smoke Detector, Heat Detection & Smoke Vent Systems	Annual	Annual
Pest Control Inspection for Meals Service Kitchens	Every 3 months	Every 3 months
Inspection & Maintenance of Gas Appliances	Within 12 months	Within 12 months
Pressure Vessels Servicing and Maintenance	2	2
Service Communal Fans	Annual	Annual
Service Thermostatic Blending Valves	Annual	Every 6 months
Cleaning Storage Tanks	10	10
Shower Disinfection	Every 3 months	Every 3 months
Legionella Sampling	Annual	Annual
Cleaning Gutters	3	3
Remove Moss from Roofs	5	5

APPENDIX TEN

PLANT & EQUIPMENT REPLACEMENT

Work Item	Work Cycle (Years)
PLANT REPLACEMENT	
Modernisation of Passenger Lifts	25
Replacement Platform and Stairlifts	10
Replacement Warden Call & Door Entry	10
Replacement Door Entry only	15
Replacement Fire Alarm System	15
Replacement Amenity/GN Smoke Detection	8
Replacement Sprinkler Systems	30
Replacement Automatic Doors	15
Re-lamping of LED fittings	8
EQUIPMENT REPLACEMENT	
Replacement Communal Laundry Equipment	10
Replacement Communal Kitchen Equipment (Care & Very Sheltered Schemes)	10
Replacement CO Detectors	8
Replacement Tenant Cookers	18
Replacement Fridges in flatlets (Care Schemes)	10
Communal TV Aerial	15
Replacement Furniture	10

APPENDIX ELEVEN

MAJOR REPAIRS

Work Item	Work Cycle (Years)
ROOFS	
Chimneyheads	36
Slating	50
Tiling	36
Flat Roofing	18
Flashings	36
Roof Lights	36
Fascia and Soffit Boarding	36
EXTERNAL PLUMBING	
Gutters and Downpipes (Cast)	36
Gutters and Downpipes (UPVC)	25
EXTERNAL GROUNDS	
Tarmac Roads, Paths & Parking Areas	40
Slabs/Paviors	25
Scooter Storage	15
BOUNDARIES	
Timber fencing	20
Metal Fencing	30
INTERNAL PLUMBING/BATHROOMS (inc floor/finishes)	
Sanitary Ware	30
Shower Enclosures	15
Pipework	50
EXTERNAL WALLS	
Cladding	36
Timber Cladding	25
Render, Roughcast	40
WINDOWS	
Timber frames & glazing	25
UPVC frames & glazing	25
DOORS	
Timber External Doors & Screens	25
UPVC External Doors & Screens	25
Flat Entrance Doors	50
Flat Internal Doors & timber finishes	50
Ironmongery	25
CEILINGS	
Suspended Ceilings	30
KITCHENS (Inc Floor/finishes)	
Tenant Kitchen Fittings	18
Communal Kitchen Fittings	20
Care Home Vanity Units	20

Domestic Style Communal Kitchen Fittings (Care Homes only)	10
HEATING	
Radiators and Valves	40
Controls	10
Replacement Communal Boilers	20
Replacement Domestic Boilers	15
Electric Storage Heaters	15
ELECTRICS	
Flats Re -Wiring	50
Fittings Only	25
Consumer Units	25
Replacement External Lighting	10
Replacement Corridor Lighting	15
Replacement Emergency Lighting	15
Communal Fans and Ducting	30
Replacement CCTV Systems	10

APPENDIX TWELVE

Property Services

Contractor Assessment Form – Installation, Repairs and Maintenance Works

This form must be completed by organisations who wish to apply to be considered for inclusion on Bield's approved list of contractors. (Please note that this does not guarantee the award of any works or contracts.) The information provided will be reviewed on an annual basis.

I confirm that the answers given on this questionnaire are true, complete, accurate and not misleading. I further agree to abide by the requirements of the Repairs and Maintenance Conditions of Contract, a copy of which is attached to this application. These conditions apply to all works ordered by Bield and appear on the rear of all works orders issued. Where applicable, additional contract conditions may also apply where a specific Works Contract or Framework Agreement has been tendered, awarded and entered into.

Organisation:	
Signed:	
Print Name:	
Title:	
Date:	

PROPERTY AREAS

Please indicate below the areas in Scotland which you operate (for information only).

1.	West Coast	
2.	Glasgow West	
3.	Glasgow and Glasgow North	
4.	Lanarkshire	
5.	Central	
6.	West Edinburgh	
7.	Perth and Fife	
8.	Tayside	
9.	East Coast and Borders	
10.	ALL Areas	

If a section on the following form does not apply to you please write n/a (non applicable)
If you have any queries regarding completion of the form please do not hesitate to contact us on 0141 270 7200 or by email at property-1@bield.co.uk

PART A – Applicant’s details – Background Information

All personal information supplied will be treated as confidential and will be subject to the Data Protection Act 1998.

11.	Name of Organisation	
12.	Address for all correspondence (Including town/city and postcode)	
13.	Contact details for enquiries (Contact name and title)	
14.	Telephone Number (Including Dialling Code)	
15.	E-mail address(es) (for correspondence and orders)	
16.	Website address (if applicable)	
17.	Address of Registered Office (Property name, street, town, county, postcode if applicable) and Date of Registration	
18.	Nature of Organisation (E.g. Sole Trader, Ltd, Plc, Partnership etc)	
19.	Names of the current company directors, or any other person having powers of representation or control of the organisation (This information is subject to the Data Protection Act 1998) Prospective applicants should be aware that information supplied maybe used to ensure that the information you provide is valid	
20.	Group If the Organisation applicant is a member of a group of companies, please give the name and address and any company registration number of the immediate parent company and ultimate parent company if applicable. (For parent companies established outside the UK, equivalent information as set out in Regulation 23 of the Regulations)	
21.	If the applicant is a division or subsidiary, what is the relationship with the parent company? (Ownership, directorship, authority etc)	
22.	Provide a brief history of the applicant’s organisation in no more than 400 words. Where applicable include details of any parent and associated companies and any changes of	

	ownership over the last 5 years including details of significant pending developments, changes in financial structure or ownership, prospective take-over bids, buy-outs and closures, etc which are currently in the public domain.	
23.	Are you VAT Registered? If so please provide VAT Registration Number (or alternative EU registration number)	<input type="checkbox"/> Yes <input type="checkbox"/> No
24.	Dun and Bradstreet Number (if known)	
25.	In relation to provision of the service will your organisation be applying as a consortium, joint venture or other arrangement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
26.	If you have answered "Yes" to the question above then please provide the following information:- . consortium lead name . the name and address of each proposed member of the consortium; if the consortium is legally constituted, details of the constitution of, and percentage interests of each member of, the consortium; and the role which each member of the consortium (whether or not the consortium is legally constituted) will perform and their estimated percentage involvement in delivery of Bield's requirements.	
27.	Will you be using sub-contractors to provide any part of your service.	<input type="checkbox"/> Yes <input type="checkbox"/> No
28.	If you have answered "Yes" to the above question please provide details.	

Part B – Criminal Convictions and Business Probity

Your application will be rejected if the applicant answers "Yes" to any of the following questions.

Criminal convictions and business probity - Mandatory Exclusions Your application <u>will be</u> rejected if the applicant answers "Yes" to any of the following questions. Failure to disclose information relevant to this section or serious misrepresentation in relation to the information disclosed will result in your exclusion from the list or the termination of any subsequent works/contract that may be awarded to you.		
Please indicate if the organisation or its directors or any other person(s) having powers of representation, decision or control of the organisation been convicted of any of the following offences.		
31.	The common law offence of conspiracy where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008//841/JHA) or an offence under sections 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010?	<input type="checkbox"/> Yes <input type="checkbox"/> No
32.	Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption as defined in Article 3 of the Council Act of 26th May 1997 and Article 3 (1) of the Council Joint Action 98/742/JHA;	<input type="checkbox"/> Yes <input type="checkbox"/> No
33.	Bribery or corruption within the meaning of sections 68 and 69 of the Criminal Justice (Scotland) Act 2003 where the offence relates to active corruption, or bribery within the meaning of sections 1 or 6 of the Bribery Act 2010;	<input type="checkbox"/> Yes <input type="checkbox"/> No
34.	The common law offence of incitement to commit a crime;	<input type="checkbox"/> Yes <input type="checkbox"/> No
35.	Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Communities, within the meaning of –	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<ul style="list-style-type: none"> - the offence of cheating the Revenue; - the common law offence of fraud; - the common law offence of theft or fraud; - fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006; - fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; - an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; - the common law offence of uttering; or - the common law offence of attempting to pervert the course of justice 	
36.	money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002 or the Money Laundering Regulations 2007, or an offence in connection with proceeds of drug trafficking within the meaning of sections 49, 50 or 51 of the Drug Trafficking Act 1994; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
37.	Any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant state	<input type="checkbox"/> Yes <input type="checkbox"/> No

Criminal convictions and business probity - Discretionary Exclusions

Your application may be rejected if the applicant answers "Yes" to any of the following questions and cannot demonstrate that it has taken the appropriate remedial action.

Note: Failure to disclose information relevant to this section may result in your exclusion from the list or the termination of any works/contracts that may be awarded to you.

Bield may decide not to select or to treat as ineligible any applicant organisation on one or more of the following grounds.

38.	Are you an individual in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restriction order or a debt relief restriction order made against them or has made any composition or arrangement with or for the benefit of creditors or has made any conveyance or assignment for the benefit of creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986(d), or article 242 of the Insolvency (Northern Ireland) Order 1989(e), or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of your estate, or is the subject of any similar procedure under the law of any other state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
39.	Are you are applying as a partnership constituted under Scots law that has been granted a trust deed or become otherwise apparently insolvent, or the subject of a petition presented for sequestration of your estate?	<input type="checkbox"/> Yes <input type="checkbox"/> No
40.	Are you a company or any other entity within the meaning of section 255 of the Enterprise Act 2002(f) which has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the	<input type="checkbox"/> Yes <input type="checkbox"/> No

	subject of the above procedures or is the subject of similar procedures under the law of any other state?	
41.	Has the organisation been convicted of a criminal offence relating to its business or professional conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
42.	Has the organisation committed an act of grave misconduct in the course of its business or profession?	<input type="checkbox"/> Yes <input type="checkbox"/> No
43.	Has the organisation failed to fulfil obligations relating to the payment of social security contributions in accordance with the legal provisions of the United Kingdom or the country in which it is established?	<input type="checkbox"/> Yes <input type="checkbox"/> No
44.	Has the organisation failed to fulfil obligations relating to the payment of taxes in accordance with the legal provisions of the United Kingdom or the country in which it is established?	<input type="checkbox"/> Yes <input type="checkbox"/> No
45.	<p>IF YOU HAVE ANSWERED "YES" TO ANY OF THE ABOVE DISCRETIONARY EXCLUSIONS THEN PLEASE STATE ANY REMEDIAL ACTION YOU HAVE TAKEN.</p> <p>YOUR RESPONSES WILL BE CONSIDERED BY BIELD WHEN APPROVING APPLICATIONS.</p>	

Part C – Information regarding Economic/Financial standing

46.	<p>Please provide one of the following:</p> <p>a. A copy of your audited accounts, or equivalent, for the most recent two years, along with details of any significant changes since the last year end.</p> <p>or</p> <p>b. A statement of your organisations turnover; profit and cash flow for the most recent full year of trading or where a full year of trading has not been completed the same information for the period applicable. NOTE if this information is not available in an audited format please provide an end of period balance sheet or make the response specified below.</p> <p>or</p> <p>c. If you are unable to provide the information requested above, please provide additional information and documentation that will give Bield the assurance that you are capable of carrying out any subsequent awarded works. For example, a statement of your organisation’s cash flow forecast for the current year and a letter from your bank outlining the current cash and credit position or other alternative means of demonstrating financial standing.</p> <p>Note: Failure to disclose information relevant to this section or serious misrepresentation in relation to the information disclosed may result in rejection of your application.</p>
47.	<p>Where a consortium or association is proposed, responses to this question are also required for each member of the consortium. containing all relevant documents.</p>
<p>Your financial accounts and supporting information should be in English and in UK Sterling.</p>	
48.	<p>Please use this space if you would like to provide any additional information regarding the economic/financial standing of your organisation. For example provide a statement explaining why the organisation was not in net profit after tax in either of the reported financial years.</p>

Part D – Insurance

It is a requirement of this application that, where applicable, applicants hold the levels of insurance indicated below:

Employer’s (Compulsory) Liability Insurance = £10 million

Public Liability Insurance = £5 million

Product Liability Insurance = £5 million

Professional Indemnity Insurance = 5 million

Please confirm below whether you already have or can commit to obtain, prior to the commencement of works, the levels of insurance cover indicated. Applicants that do not have, or cannot commit to obtain, the required levels of insurance may have their application rejected.

Note: Failure to disclose information relevant to this section may result in your exclusion from the list or the termination of any works/contracts that may be awarded to you.

Please provide copies of your current insurance certificates relating to the requirements below. The documents/evidence should include the name of the insurers, policy numbers, expiry dates and limits for any one incident and annual aggregate caps and the excesses under the policies.

or

A letter from your insurance broker confirming you will be able to obtain the relevant insurance.

49.	Public Liability Insurance (this is compulsory for all applicants)	<input type="checkbox"/> Yes I already have this <input type="checkbox"/> I do not currently have but I am willing to obtain <input type="checkbox"/> No, I do not have and I am not willing to obtain
50.	Employer's (Compulsory) Liability Insurance (if applicable as this does not apply to sole traders)	<input type="checkbox"/> Yes I already have this <input type="checkbox"/> I do not currently have but I am willing to obtain <input type="checkbox"/> No, I do not have and I am not willing to obtain <input type="checkbox"/> Not applicable – I am a sole trader
51.	Professional Indemnity Insurance (if applicable)	<input type="checkbox"/> Yes, I already have this <input type="checkbox"/> I do not currently have but I am willing to obtain <input type="checkbox"/> No, I do not have and I am not willing to obtain <input type="checkbox"/> Not applicable
52.	Product Liability Insurance (if applicable)	<input type="checkbox"/> Yes I already have this <input type="checkbox"/> I do not currently have but I am willing to obtain <input type="checkbox"/> No, I do not have and I am not willing to obtain <input type="checkbox"/> Not applicable

Part E – Conflict of Interest

53.	Are there any actual or potential conflicts of interest between Bield and the Applicant? (For example; Does any Director, Partner or Manager within your company have any relative who is a Board Member, Committee Member	<input type="checkbox"/> Yes <input type="checkbox"/> No
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	or an Employee of Bield.)	
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Part F - References

54.	<p>Please provide contact details for up to 3 references for works, contracts or parts of contracts delivered within the last three years of a similar nature. Please let your referees know that we will be in contact, usually by email. If you have worked with Bield within the last three years then Bield can be used as one of the references.</p> <p>If any references are found to be incorrect, out of date or unsatisfactory the application may be rejected.</p>	
A	<p>Referee Organisation Contact Name Title Address</p> <p>Telephone Email</p> <p>Description of contract Period of contract Approximate Value</p>	
B	<p>Referee Organisation Contact Name Title Address</p> <p>Telephone Email</p> <p>Description of contract Period of contract Approximate Value</p>	
C	<p>Referee Organisation Contact Name Title Address</p> <p>Telephone Email</p> <p>Description of contract Period of contract Approximate Value</p>	

Part G – Technical and Professional Capability

Do you have the skills, knowledge, experience and organisational capability to carry out the works and services you offer?

Please supply details to evidence this, (e.g. Specialist knowledge, Training Records, CVs, Org chart) and also membership numbers and copy certification for any trade or professional bodies or accredited schemes of which you are a member.

55. Describe your/your company's skills, knowledge, experience and organisational capability.

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56. Membership of trade or professional bodies

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Part H – Health and Safety

Please note: All work must be carried out in compliance with **The Construction (Design and Management) Regulations 2015.**

57.	In the last five years has your organisation been found guilty of breaching Health & Safety legislation or had any notice(s) served upon it by the Health & Safety executive?	<input type="checkbox"/> Yes <input type="checkbox"/> No
58.	If your answer to the question above was “yes” provide details of the prosecutions or notice(s) served and give details of any remedial action or changes to procedures you have made as a result of any breach or notice(s) served.	

59.	<p>Does your organisation operates a health, safety and welfare management system certified to International, European, or equivalent standard (e.g. OHSAS 18001), or any other buyer-specified standard e.g. SSIP, CHAS, Safe Contractor etc. If so please attach a copy of the certificate with your response.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If you have been able to provide a copy of your organisation's certification to international, European or equivalent standard, (e.g. OHSAS 18001) you are not required to answer any of the remaining questions (below) in this section. Go to Q71.</p>		
60.	<p>Please provide your policy and organisation for health and safety (H&S) management. Please attach a copy of this with your response.</p>	
61.	<p>Please describe your organisation's processes for conducting accident/incident reporting and undertaking follow-up investigations.</p>	
62.	<p>Please describe your organisation's arrangements for ensuring that your H&S measures are effective in reducing/preventing incidents, occupational ill-health and accidents.</p>	
63.	<p>Please describe how your organisation obtains access to competent H&S advice and assistance, including for the workforce.</p>	
64.	<p>Please describe your organisation's arrangements and processes for providing your workforce with training and information appropriate to the type of work for which your organisation is likely to bid.</p>	

65.	Please describe what H&S or other relevant qualifications and experience your workforce has, in order to implement your H&S policy to a standard appropriate to the work for which your organisation is likely to carry out.
66.	Please describe your organisation's arrangements for checking, reviewing and, where necessary, improving your H&S performance.
67.	Please describe your organisation's arrangements for involving your workforce in the planning and implementation of H&S measures.
68.	Please describe your organisation's arrangements for ensuring that your suppliers apply H&S measures to a standard appropriate to the work for which they are being engaged.
69.	Please describe your organisation's arrangements for carrying out assessment capable of supporting safe methods of work and reliable contract delivery where necessary.
70.	Please describe your organisation's arrangements for co-operating and co-ordinating your work with other suppliers.

Part I – Equality & Diversity

Please provide a copy of your policy regarding Equality and Diversity.		
71.	If you do not have a policy on Equality and Diversity or Equal Opportunities please confirm that you are prepared to adopt Bield’s Policy, a copy of which is attached.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Part J – Quality Management

72.	Does your organisation operate a quality management system certified to an International, European or equivalent standard (e.g. BS EN ISO 9001)? If you answer yes please attach a copy of the certificate.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Part K – Disclosure

73.	Does your organisation carry out appropriate disclosure checks on staff who will be working within customer’s homes	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Part L – Business Activities

If applicable - List of trades covered with number of tradesmen and hourly rates charged (ex VAT)? (To be applicable to 1 st April next).						
74.						
	Trade	Number of tradesmen	Hourly charge rate (not daywork rate)	Number of apprentice trades men	Hourly charge rate (not daywork rate)	Out of Hours Hourly rate

For Office Use Only

Contractor Number(s)	
Existing Contractor	YES/NO
Date approved by SMT	
Date Re- Assessment due	

APPENDIX THIRTEEN

Bield - Property Services

Code of Conduct for Contractors

All contractors working for Bield are expected to adhere to this Code.

1. Basic Requirements

1.1 Carrying out works in Bield properties will mean contractors coming into contact with older people who in many cases will be frail and possibly with some form of dementia. It is critical therefore that the Contractor's employees and any other operatives used by the Contractor ensure that:

- (a) all work is of a high standard
- (b) all work is carried out in a safe manner
- (c) all work is carried out in accordance with an agreed programme
- (d) all contact with tenants/residents/scheme-based staff is done in a helpful and courteous manner
- (e) there is no foul or abusive language at any time
- (f) clean, suitable clothing is worn to a standard employer design
- (g) all operatives have an identification badge or card which is to be produced before entering a resident's flat.
- (h) hard hats and other appropriate personal protective equipment are to be worn in all situations recommended by Health & Safety guidelines.
- (i) no smoking takes place within the property, even when a tenant may be smoking.

2. Working Practices

2.1 Contractors should ensure that the following practices are followed:

- (a) sufficient and clean dust sheets are provided to ensure furniture, fittings, residents' belongings and the immediate work area are protected
- (b) floorcoverings are either lifted and carefully put to one side or are adequately protected during any works.
- (c) fixtures and fittings which are affected by works are removed and refitted.
- (d) spoiling of existing decoration is kept to a minimum unless the affected area is planned for redecoration.
- (e) all materials and debris within the building or in the surrounding grounds is to be removed at the end of each day's work.
dust arising from the work is to be vacuum cleaned.
- (f) the building is to be left in a wind and watertight condition and secure at the end of each day's work
- (g) the works order information and also the asbestos register displayed in the scheme should be consulted before commencing works. If further information is required contact either the scheme staff or Property Services.
- (h) if asbestos is found or suspected, work is to be stopped and Bield notified so that the issue can be examined and appropriate action agreed
- (i) any damage to the property or items within it are to be made good to the satisfaction of Bield or the resident as quickly as possible.
- (j) scaffolding is erected, maintained and dismantled according to current

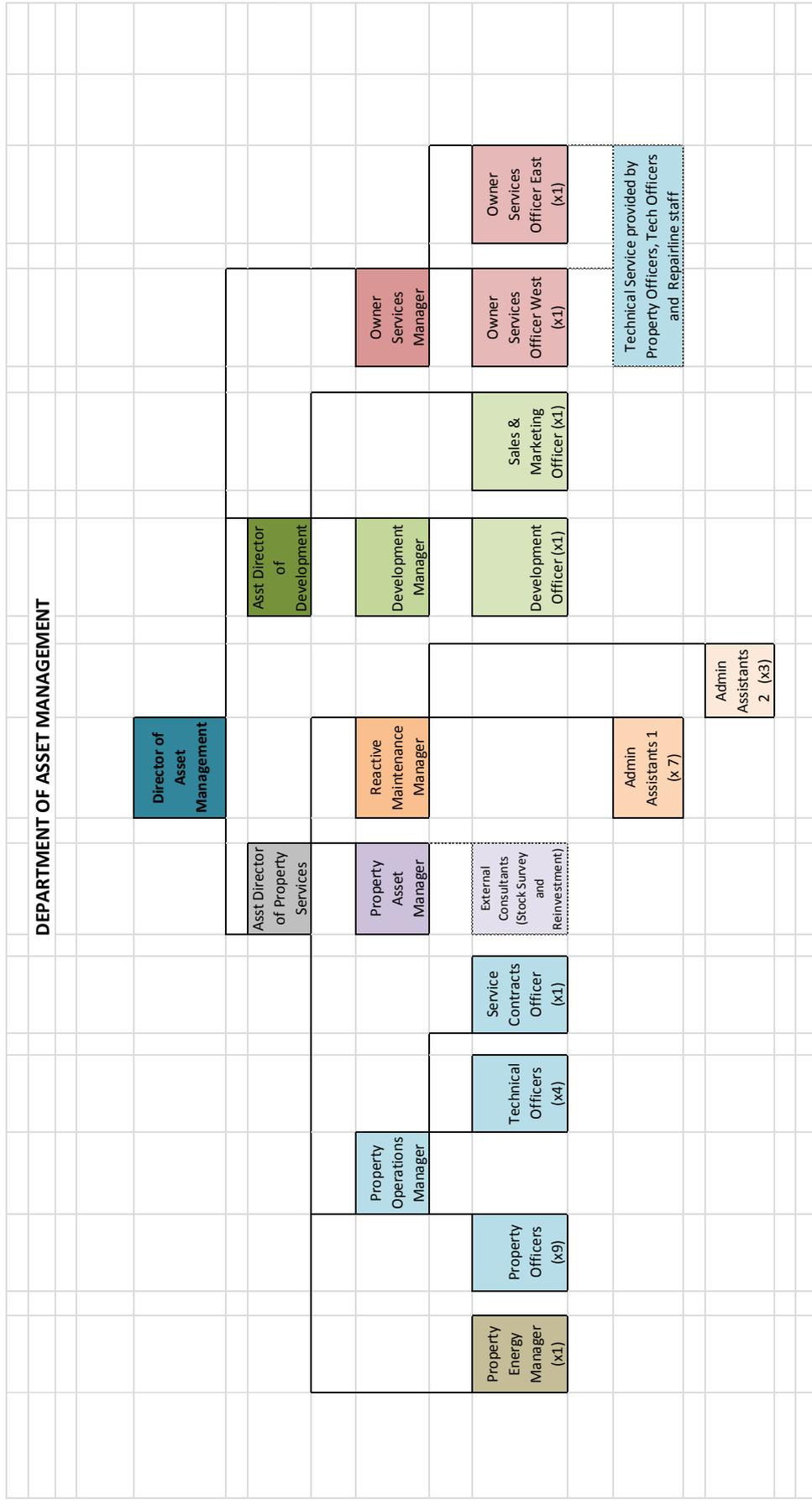
- safety standards. It is to be regularly inspected by appropriately trained persons and a copy of inspection certificates passed to Bield. All reasonable steps are to be taken to prevent use of scaffolding by unauthorised persons and the time the scaffold is in place is to be kept to a minimum.
- (k) working hours are to be agreed in advance with Bield
weekend working is not normally allowed.
 - (l) any items of snagging are to be attended to as soon as possible.
the Bield's acceptance of, and payment for, the contracted works is dependent on all contracted works and snagging items being complete unless good cause can be given for not having completed the works.
 - (m) if the contractor has been authorised to use part of the building as mess facilities the area must be kept clean and furniture and carpeting protected and left in the condition found.

3. Monitoring of Performance

- 3.1 Bield aims to provide a high standard of service to its tenants and therefore expects a high standard of performance from its contractors. Contractor performance is monitored in a number of ways:
- (a) inspection of works while in progress and after completion by Bield officers.
 - (b) overall appraisal of performance at pre-construction, construction, and post-construction stage by Bield managers and directors.
 - (c) feedback from scheme managers and other scheme-based staff
 - (d) feedback from tenants. A detailed questionnaire is issued to all tenants after the completion of certain works and specific questions are asked relating to contractor performance.
 - (e) information and feedback on performance is reported regularly to Bield's SMT and Committees.

Issue June 2015

APPENDIX FOURTEEN



APPENDIX FIFTEEN

BIELD HOUSING & CARE

REPAIRS and MAINTENANCE - CONDITIONS of CONTRACT

**Acceptance of Bield's Works Order implies acceptance of the undernoted Conditions of Contract.
Contractors who cannot fully comply must advise Bield before carrying out any work.**

- 1 All repair requests will be accompanied by an official works order.
- 2 This order is placed based on assessment of competence using the information provided by you in your most recent contractor assessment form. If any of the information provided has changed you must not proceed with works and must inform Bield as soon as possible.
- 3 **Each works order must be individually detailed on the invoice separately, within 28 days of completion of the work and give the following information: (1) works order number (2) description of works carried out (3) labour, materials, and other costs each shown separately, (4) VAT (where applicable), and (5) scheme details or UPI. Failure to comply with any part of this condition may delay payment, and late submission could result in non-payment.**
- 4 Works may only be authorised by Bield's Property Services Staff. If any contractor is unsure of the validity of any instruction, verification must be sought from the scheme Property Officer before commencing work. Where additional works are required which deviate significantly from the works order instruction or where unforeseen replacement of an item becomes required, permission to proceed must be sought from the scheme Property Officer or Property Services at the contact phone number listed overleaf prior to that additional work or replacement being undertaken. In such instances, Bield may issue further orders to cover the additional work.
- 5 Advance notice must be given where possible and all contractors must report to the Scheme Manager when attending to carry out repairs. Contractors must ensure that they take into account the works of any other contractors working in the in the building at the same time, before proceeding with any works. Where scheme staff are not available, it is essential that a completion slip be left at the scheme managers office to advise of your visit. Where a specific time is given or arranged for a repair to be carried out, the contractor must attend at the time specified. Where this is not possible, the contractor must give the customer reasonable notice that the work will not be done as arranged and make a further appointment. Where a customer fails to keep an appointment, the contractor must advise the scheme Property Officer as soon as possible.
- 6 Unless prior arrangements have been made, contractors will not be permitted to start any work before 9.00 am nor continue beyond 5.00pm. Weekend and holiday working will only be permitted with the permission of the scheme Property Officer.
- 7 All works must be completed as soon as possible and in any case no later than the "Date for Completion" shown on the works order. The targets times for completion are as follows:-

EMERGENCY REPAIRS	RESPOND TO CALL AND MAKE SAFE WITHIN	6 HOURS
URGENT REPAIRS	COMPLETE WORK WITHIN	3 WORKING DAYS
ROUTINE REPAIRS	COMPLETE WORK WITHIN	20 WORKING DAYS

NB Under the Housing (Scotland) Act 2001, Scottish secure tenants and short Scottish secure tenants have the right to have small urgent repairs carried out by their landlord within a given timescale. This is called the Right to Repair scheme. Bield will provide details of timescales for repairs that qualify under this legislation, please note that the timescales are usually shorter than standard categories as stated above. Where it becomes clear that these targets cannot be achieved, the contractor must advise the scheme Property Officer without delay. Individual contractor performance will be regularly monitored against these targets.

- 8 All work must be carried out to meet the relevant British Standard and in compliance with the Construction (Design and Management) Regulations 2015.
- 9 The use of sub-contractors must be approved by Bield in advance of any works. Where the contractor is instructing sub-contractors, at any point during works, he will assume the appointed role as Principal Contractor, as defined in the Construction (Design and Management) Regulations 2015 and with regard to the works specification issued by Bield and undertake all the duties as defined therein. The Contractor must liaise with Bield, in advance, to obtain all relevant pre-construction information required and must prepare a suitable construction phase plan before starting works.
- 10 The contractor must provide all plant, scaffolding, tools, temporary lighting, safety barriers etc. that may be required to complete the works. Suitable warning signs and/or notices must be displayed in the immediate area where the work is taking place. All power tools for use in the works must operate at 110 volts. The use of power from customer's flats is forbidden – all power must be taken from the landlords supply. Rubbish arising from the work must not be allowed to accumulate and in any case must be cleared away each day. On completion, or at the end of each days work, the work area must be left clean and tidy. Where skips are required, the contractor shall be responsible for obtaining all necessary permissions and licences. All reasonable fire precautions must be taken by the contractor. Precautions must also be taken to minimise the risk of false fire alarms caused by dust, humidity, heat or smoke arising from the work
- 11 Bield properties are insured against fire, storm, flood etc., however, the contractor will be held responsible for all damage caused by their employees. The contractor will also be held liable for the security of all plant, tools and materials brought onto the site and must make good all losses through vandalism, theft, etc.
- 12 The contractor shall indemnify Bield against all liabilities arising out of the works, the minimum Public Liability cover required for any one event being £5,000,000. All contractors must have valid public liability insurance and provide evidence of this on

request.

- 13** The Contractor must comply with the Health and Safety at Work Act 1974 and Amendments and Orders thereunder.
- 14** All Contractors must ensure that they are familiar with Bield's 'Asbestos Policy', 'Hot Works Policy', "Equality & Diversity Policy" and "Health & Safety Policy". Copies will be provided on request and are available on the Bield website at www.bield.co.uk/publications/policies/
- 15** All contractors carrying out work on gas appliances must have a current GAS SAFE registration number and their employees must hold the appropriate ACoP's certificates for the work being undertaken. All work on gas appliances must comply with the Gas Safety (Installation and Use) Regulations 1998 and the Approved Code of Practice "Safety in the installation and use of gas systems and appliances".
- 16** The contractors employees must carry identification at all times and must present this to any customer or their representative or any Bield staff member upon any reasonable request to do so.
- 17** It is Bield policy not to employ any contractor who is a direct relative of any Bield employee. All such relationships must be notified to Bield immediately.
- 18** Any accident that occurs as a result of carrying out a repair within Bield's grounds or premises must be notified to the Scheme Manager or Property Services immediately.
- 19** Bield operates a no smoking policy. Smoking is not permitted within any part of any Bield premises.
- 20** Bield provides housing for older people in need or at risk. All contractors working on behalf of Bield must undertake the work instructed in a sympathetic and considerate manner taking the client group into account, and at all times be courteous and avoid the use of foul or abusive language. Bield has a Code of Conduct for Contractors, copies of which can be obtained from Bield Property Services.