

ILLUMINATE MINDS TRUST

CODE OF CONDUCT FOR CONTRACTORS



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1 Contractor's staff

1.1 Direct employment

- 1.1.1 The Contractor shall employ suitably qualified trades people for the execution of this Contract and must produce to the Trust on demand, evidence of compliance.
- 1.1.2 The Contractor shall at their own expense ensure that all trades people or supervisory staff whether direct employees or subcontractors who are employed, who are likely to come into contact with children have a DBS

1.2 Employee skills, qualifications and suitability

- 1.2.1 The Contractor shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Service(s) and in particular:
 - (a) the task or tasks such persons have to perform;
 - (b) all relevant provisions of the Contract;
 - (c) all relevant policies, rules, procedures and standards of the Trust;
 - (d) all relevant rules, procedures and statutory requirements concerning health and safety, including Illuminate minds health and safety policy which shall have been provided to the Contractor.
- 1.2.2 Any trainee or apprentice shall not be allowed to work on any occasion unless accompanied at all times by a person who has attained, as a minimum, the relevant final qualification. Such qualified person shall check the work of any trainee or apprentice and ensure that they are fully satisfied with all the work carried out prior to leaving the premises.
- 1.2.3 The Trust reserves the right to request confirmation of qualifications and registration of the appropriate trade association at any time.
- 1.2.4 The Contractor shall at all times maintain a current record of all persons who are, or are to be, deployed in connection with the provision of the Services.

1.3 Sub-contractors

- 1.3.1 The Contractor shall not sub contract any part of the work without the prior Agreement with Illuminate minds trust
- 1.3.2 A Trust representative may instruct the Contractor to engage a Sub-Contractor for the execution of the works.
- 1.3.3 The Contractor shall ensure that any sub-Contract entered into will enable him to fulfil his obligations under the Contract and the Contractor shall be responsible for the supervision and administration of all sub-Contracts and shall arrange programmes with each Sub-Contractor to permit the Works to be completed by the time for Completion.

- 1.3.4 The Contractor shall be responsible for any Sub-Contractor employed by him in connection with the Works, whether consented to or accepted by the Trust or appointed by the Contractor in accordance with an instruction or otherwise.
- 1.3.5 The Contractor must ensure that the systems employed by an Sub-Contractor for the supply of goods, services and materials provide the Trust with best value for money, have quality control procedures and are available for inspection at all times by the Trust or the Authorised representative .
- 1.4.1 The Contractor shall provide and shall ensure that its personnel wear at all times, when engaged in the provision of the Service when on the property or premises of the Trust, a form of visible identification card (including photographic identification) as may be specified by Illuminate minds trust,

The identification card must contain the following details:

- (a) Photograph of employee
 - (b) Employee's name
 - (c) Trade (and if appropriate state "Trainee")
 - (d) Contractor's name and address
 - (e) Contact telephone number
 - (f) Expiry date of card
- 1.4.2 The expiry date of identification cards must be no more than 1 year from their date of issue.
- 1.4.3 The Contractor will be required to update the list of his employees at monthly intervals.
- 1.4.4 The Contractor's employees will be required to produce their identity cards in order to gain access to each and every property with in Illuminate minds Trust
- 1.4.5 The Contractor shall ensure that its personnel when engaged on the provision of services on Trust premises
- (a) have due regard to the nature of the services being provided and the vulnerability of persons occupying or attending the premises;
 - (b) show respect for all building occupants by acting in a polite, helpful and professional manner, being diplomatic and considerate at all times, even if provoked. Anger, rudeness and over familiarity are not acceptable;
 - (c) do not argue with Trust employees or building occupants if they complain about the standards or quality of work. The Trust employees or building occupants should be referred to the Estate Manager or equivalent;
 - (d) do not offer opinions to Trust employees or building occupants or any other person about workmanship of another Contractor, nor the condition of the property;
 - (e) comply with the Trust no smoking policy in relation to all of its premises; these also includes the use of Vapes
 - (f) do not use Trust telephones, all calls should be made using their own mobile phones. If use of Trust telephones is necessary in an emergency, permission must be obtained if at all possible and a call charge may be made;

- (g) do not use sound equipment (e.g. radios, CD players, cassette players or similar equipment), including headphones, on Trust sites;
- (h) do not bring onto, or consume on Trust premises, alcohol or other intoxicating substances;
- (i) notify the Estate Manager immediately of any defect that may be discovered during the course of performing the contract works; and
- (j) do not trespass upon premises adjoining those in respect of which an order is given. However, if the execution of work requires that the Contractor's personnel must enter upon an adjoining property, the necessary permission must be first obtained by the Contractor, who is to see that these instructions are carried out. If the Contractor is unable to obtain permission for work on adjoining property, he is to inform the Estate manager who will arrange access to the adjoining property.

The Contractor shall indemnify the Trust against any claim or action for damages on account of any trespass or other misconduct of his employees. Workmen will be allowed only into such parts of the site and premises as may be necessary to execute the works from time to time ordered hereunder.

2 Occupied premises

2.1 Occupied premises

- 2.1.1 Appointments – Contractors must make the necessary prior arrangements/appointments with the appropriate Estates manager(or equivalent) before attending site. If for any reasons, an appointment/meeting has to be delayed or cancelled the appropriate premises officer (or equivalent) must be notified immediately and a new appointment arranged.
- 2.1.2 Access to premises – If access to premises is not given by the Estates manager (or equivalent) following an agreed appointment, a “calling card/abortive visit card” must be left requesting the Estates manager (or equivalent) to ring the Contractor to arrange another appointment.
- 2.1.3 Attending a School Site – the Contractor shall inspect the Premises Risk Management Manual or equivalent relevant Reports/Registers that will be available in each building and “sign in” to acknowledge examination of the relevant documents prior to work commencement (e.g. Asbestos Register etc):
 - (a) provide proof of Company/individual identity.
 - (b) provide details of the proposed timetable for the works and discuss specific on-site arrangements
 - (c) “sign in” and “sign out” on the schools Inventory system (daily – if required)
 - (d) receive a Contractor's site identification pass,
 - (e) read and acknowledge the Trust general site protocols
 - (f) inspect the Premises Risk Management Manual (or equivalent) containing the:
 - i) Asbestos Register (or equivalent)
 - ii) Fire Certificate (or risk assessment)

- iii) CDM files
 - iv) Site Water Register
 - v) Energy Guidelines
- (g) on completion of the works, detail on the RMR document what work has been undertaken and that the work site has been left clean and tidy and what follow-up work (if any) is required

[Note – Failure to comply will result in non-payment of invoice. Work sites will be subject to post inspection audit and false entries will be actioned (e.g. if a site has to be cleaned post works – costs will be deducted from monies due the Contractor for that work).]

2.1.4 Undertaking the works - As the majority of works are to be carried out in occupied premises, the Contractor must carry out the works:

- (a) without danger or loss of security to the users, occupants, premises, neighbouring premises and the personal property of all occupants
- (b) in a manner that will cause the minimum disruption and inconvenience to the operational activities conducted from the premises
- (c) in a manner that will keep free from all obstruction all:
 - i) external public footpaths, service roads etc; and
 - ii) internal lobbies, hallways and corridors.
- (d) in a manner that will provide, where appropriate, at all times suitably positioned, prominent and visible prescribed warning notices to the effect that work is in progress and shall take reasonable precautions to prevent occupiers or users of the site from approaching too close to the area of work in order to prevent accidents. In particular, the Contractor shall ensure that safe passage is maintained for pedestrians near works, with particular attention being paid to the safety of disabled persons, blind persons and children. Doors and windows are not to be left open unless instructed otherwise;
- (e) in a manner that will minimise all noise arising from the works, if disruptive noise is unavoidable.
- (f) in a manner that will minimise dust and, if unavoidably, any work is liable to create dust it must be wetted before being executed to reduce nuisance;
- (g) in a manner that will allow the removal, at the end of each working day, of all ladders, ginny wheel ropes, trestles or platforms in the area of work and either place in a suitable lockable store or transport them from site to prevent them from being used for unauthorised purposes;
- (h) taking proper provisions for the protection and covering of all existing floors, fixtures, wall finishes and other surfaces likely to be affected by the works; and
- (i) without the lighting of fires, unless the prior agreement has been obtained from the Authorised Officer in writing (see also clause below regarding “Hot Works”).
- (j) Ensure all fire exits and fire escape routes are not obstructed and are kept clear at all times and that signs are not covered, obscured or removed.

- 1.1.6 “Sensitive” Premises – Contractors will be advised of “sensitive” premises, where staff will be advised as to site protocols and expected to take appropriate precautions (e.g. bring a second member of staff and mobile phone).
- 2.1.7 Threatening situations – Should a situation arise where the Contractor feels threatened, the Contractor should withdraw immediately, leaving the work and site in a safe condition and report the situation immediately to the Estates manager.

2.2 Education premises

- 2.2.1 Where there is no Council representative on site, the Contractor must contact the relevant key holder for the site.
- 2.2.2 Where the Contractor has sole possession of a site, the responsibility for the security of the site and all of its contents (e.g. fixtures, fittings, furniture, equipment, carpets etc) will be with the Contractor until all works are completed.
- 2.2.3 Unoccupied premises must be properly locked and secure when work is finished. The Contractor must return any keys to the Premises team, unless other agreed arrangements have been made.

2.3 Labour, workmanship, materials, plant, equipment and sundries

- a) General - The Contractor shall provide and bear the expense of all necessary labour, materials, transport, plant, machinery, equipment, scaffolding, staging, tools and safety clothing or other sundries whatsoever, which may be required for the proper execution of all work required to be carried out under this Contract.

The Contractor will also be responsible for all scaffolding, tackle, machinery and/or plant and shall be responsible for the carrying thereof to the spot where they are required and for necessary erection and subsequent removal, up to a height of 6 metres. Council’s plant, including skips, ladders, trolleys, trucks, etc already on site must not be used by the Contractor.

The Contractor shall at the end of work, remove all Contractor’s ladders, trestles or platforms in the area of work and either place in a suitable lockable store/container or transport them from site to prevent them being used for unauthorised purposes.

The Contractor shall be solely responsible for any claim arising as a result of failure to comply with these conditions.

- b) Insurance of tools - The Contractor is to insure all tools brought to and deposited on Council sites, including plant and scaffolding, against loss or damage by any means.
- c) British Standards – All goods and materials, and workmanship must be of a quality acceptable to Illuminate minds trust and in accordance with appropriate British Standards or British Standard Codes of Practice issued by the British Standards Institution or their European equivalent, all goods and materials used or supplied and/or all workmanship as the case may be, shall be in accordance with the prevailing standard and/or code of practice.

2.4 Use of main services that are required to carry out works

2.4.1 In the case of public buildings (i.e. any building that is owned by the trust) and schools, subject to the approval of the estate manager on site, the Contractor, in respect of the following:

- a) Lighting and power – shall provide artificial lighting and power when required for the works but will be allowed to connect to the existing service on site and have free use of electricity when available.
- b) Gas supplies – shall not be permitted to use the Trust gas supply.
- c) Water for Works - will be allowed to use the existing water service when available. However, the Contractor must provide any temporary storage, plumbing and distribution about site as necessary. The Contractor will pay all charges, fees in connection with the water supply for the works in hand.
- d) Sanitary facilities - may use existing sanitary facilities. The Contractor shall keep the facilities clean and orderly, making good any damage caused by his employees. Where such facilities are not available, the Contractor must supply portable toilets in a location to be agreed and thoroughly deodorise and keep clean and remove on completion of the works or as directed.

Note - Notwithstanding the above, the Contractor shall not, under any circumstances, use the pupils' sanitary facilities at any education establishment whilst the premises are occupied.

2.5 Protection measures

2.5.1 General

- (a) The Contractor shall take all reasonable steps and precautions, (including any steps and precautions expressly required under or by virtue of the Contract), to prevent and to minimise the extent of any loss or damage to the Works, temporary works, materials and any items and articles for incorporation in the premises, (including items and articles provided by the Council) arising from any cause whatsoever.

2.5.2 Works/premises

- (a) The Contractor shall make all necessary arrangements to take all possible precautions to ensure the prevention of damage caused by rain, snow, wind, debris and the like to the premises during the Works. All exposed Works shall be properly covered by tarpaulins or other means and as far as practicable; areas stripped should be covered in during the same day.
- b) Whilst working in occupied premises and education premises, particular care attention respect and protection shall be afforded to the contents, chattels and personal belongings of the occupiers. Full protection should be provided to ensure that the said items are not disturbed or damaged in any way.
- (c) The Contractor shall thoroughly protect by means of dust sheets, tarpaulins, temporary timbering, softwood boarding and polythene sheeting, where appropriate, the whole of all existing unfinished work and fittings; repair and replace if necessary any damaged work or equipment and leave perfect on completion.

Note - Any Work considered by the Estate manager as unacceptable due to improper or insufficient protection shall be replaced at the Contractor's cost.

2.5.3 Fixtures, fittings, carpets and furniture (etc)

- (a) The Contractor must, in conjunction with the Trust estate manager (or equivalent), and prior to undertaking work, adequately protect, by careful removal or properly covering with clean dusts sheets or approved material, all fixtures, fittings, carpets and furniture, equipment and apparatus etc at the work site against dirt, dust and splashes.
- (b) At the completion of the work all protective covering must be removed and all furniture/equipment/apparatus and carpets (if applicable) returned to their original position to the Building Officer's satisfaction.

2.5.4 Protection of Services

- (a) The Contractor shall be responsible for locating and protecting all services from damage (drainage, gas, water, electricity, telephone, IT cabling, TV aerials, amplifiers etc) and the like, above or below ground, prior to the starting of any works. The Contractor shall be responsible for the cost of repair or replacement of any such services damaged or destroyed as a result thereof.

2.6 Cleaning the work site

2.6.1 Cleaning - On completion of each job, the Contractor shall thoroughly clean adjacent surfaces, as necessary, touch up disturbed painted surfaces as directed, clear away all rubbish immediately and leave the repair or replacement and adjacent areas in a condition to the complete satisfaction of the Estate manger . Cost incurred by the Trust because of failure to clean up the work site after completion of the work, will be recovered from monies owing to the Contractor.

2.6.2 Skips - The Contractor's attention is drawn to the Regulations (Highways Act 1980, Sections 139 and 140) & (Road Traffic Regulations act, 1984; Sections 65) relating to the deposit, use and removal of builders' skips on and from the highway. Should the Contractor wish to site a skip on the highway, they must apply for permission and ensure that the skip is deposited and used strictly in accordance with the Council's conditions with particular attention being paid to positioning and lighting requirements. The Contractor will meet all costs, arising from the provision and licensing of skips. The Contractor shall be solely liable for any claim that may arise as a consequence of any neglect or any failure to comply with this clause.

2.7 Delivery to site

2.7.1 The Contractor is to observe all police and other regulations in the delivery and unloading of materials, plant, tools and equipment, etc, and parking of vehicles and ensure that precautions for safety are taken in accordance with **The Safety at Street Works and Road Works – A Code of Practice (the Safety Code) 2002**. The Safety Code is currently statutory for those carrying out works in the highway ('street works') under Part III of the **New Roads and Street Works Act 1991 (NRSWA) (sections 65 and 124)**. In addition contractors must adhere with **Statutory Instrument 2002 No. 3113 Traffic Signs Regulations and**

General Directions 2002 (TSRGD). Regulation 35 and Direction 53 govern the use of portable signals

2.8 Obligations to statutory undertakers

2.8.1 All the Works must comply with the Acts of Parliament, Byelaws and Regulations, and with the requirements of the local authority and statutory undertakers and entirely to their inspector's satisfaction. The payment of all fees legally due to the same shall be the responsibility of the Contractor.

2.9 Regulations and statutory bodies

2.9.1 The Works are to comply with the current building regulations; the Contractor shall give any notice to the Building Control authority as applicable (application and consent forms must be forwarded to the Estates manager prior to work being carried out) **Gas Safety (Installation and Use) Regulations 1998 and BS: 7671** for requirement for electrical installations, and guidance notes including all appropriate updates.

2.10 Compliance with special requirements in relation to statutory bodies

2.10.1 The Contractor shall at his own expense comply with the special requirements in relation to the alterations and adjustments to plant and equipment of the Electricity supplier, Water supplier, Gas supplier, and the Telecom supplier. Compliance with such special requirements shall not relieve the Contractor of any of his obligations and liabilities under the contract and fulfilment of such obligations and liabilities shall not relieve him of his responsibility to comply with the said special requirements.

2.11 Prevention of damage to services

2.11.1 The Contractor must satisfy himself as to the location of all services prior to opening up, excavating, exposing or forming holes through walls etc. and take the necessary steps to protect such services and his workforce during the Works.

2.11.2 The Contractor shall adequately protect, uphold, maintain and prevent damage to all services (e.g. Telecom, water, gas, electricity etc). The Contractor is not to interfere with the operations of any services without the express consent.

2.11.3 If damage results from the execution of works, the Contractor shall immediately notify the appropriate service authority and Estate manager and make arrangements for the damage to be made good without delay to satisfaction of all parties service authorities or private owners, as appropriate.

2.11.4 The Contractor will be held responsible for any interference or dislocation which occurs to any public or private services such as gas, electricity, telecommunications, water, sewers etc due to the Contractor's operations and will be required to pay all costs and expenses in connection with any necessary repairs/re-instatement.

2.12 Damage and re-instatement

- 2.12.1 General – The Contractor shall be held responsible for and make good at his own expense any damage caused to the building, the contents and services during the execution of the Works.
- 2.12.2 Frost - Contractors shall adequately protect all works from damage liable to result from frost. Any damage so caused, shall made good at the Contractor's expense.
- 2.12.3 Water – Contractors will be held responsible for all damage resulting from bursting or overflowing of water tanks, apparatus or pipes caused by negligence and will be required to make good at their own expense any damage caused to the building, its fixtures, fittings, plant, equipment and any personal property.
- 2.12.4 Roads, Footpaths and Finished surfaces - Contractors shall make good any damage to roads and footpaths, whether Public or Private, caused by or attributable in any way to the cartage of plant and materials.
- 2.12.5 Preparation of materials - Water, plaster and cement are not to be mixed upon finished work, either new or existing, but upon specialist platforms, laid on a 75mm thick bed of sand to be provided for the purpose by the Contractor or similar approved method providing suitable protection to all finished work and existing surfaces.
- 2.12.6 Wheeling - No wheeling is to be done directly upon the finished work, but the Contractor is to provide and maintain sufficient boarding for properly protecting such finished work.
- 2.12.7 Root damage – The Contractor is to take great care when excavating below ground to avoid damaging existing tree and plant roots. Any roots to be cut over 25mm diameter are to be referred to the Estates manager before proceeding. All exposed roots are to be kept damp by covering with appropriate material. On completion of the works, great care must be taken in backfilling any excavations with appropriate material.
- 2.12.8 Re-instatement - Contractors will be required to re-instate, to the Authorised Person approval, all grassed, turfed and planted areas, paths, paving, fences and the like disrupted or damaged during and in the course of the works including areas where the storage of materials and equipment has taken place.

Environment and energy

3.1 Removal of waste

- 3.1.1 Rubbish and all other waste spoil shall be carted away daily by the Contractor and disposed of at a licensed tip authorised to receive the category of waste. The Contractor shall at the commencement of the contract provide details of their registration as a waste carrier. In addition, when requested, provide full details of his disposal arrangements to the Estates manager. The Contractor's attention is drawn to the provisions of the **Environmental Protection Act 1990 (EPA1990)** with regard to the disposal of waste and in particular hazardous waste. The Contractor must allow for the lawful disposal of waste in his tendered rates. If the Contractor fails to comply with any existing or further lawful

requirements it will be treated as a breach of contract entitling the Trust to terminate the contract and to recover damages. **Note - All Waste Disposal Certificates must be retained by the Contractor and made available to the Estates manager on request.**

3.1.2 Recycling – the Contractor is responsible for ensuring that wherever possible surplus materials are recycled

3.2 Spillages

3.2.1 Contractors must provide a means and process for dealing with spillages caused by or encountered during work activities. Contractors should carry and have access to 'spill kits' on their vehicles. Contractors must provide details of their processes and site(s) for disposing of both normal and/or hazardous waste. All spillages must be reported

3.3 Energy guidelines

3.3.1 Contractors working on heating or air conditioning systems must ensure that they consult the Energy Guidelines contained in the energy Manual located at each site prior to commencement of work. All recommendations and heat settings contained in the Energy Guidelines must be strictly adhered to. All Contractor employees who maintain or service the air-conditioning systems must hold the relevant qualifications as required by the **Ozone Depleting Substances (Qualifications) Regulations 2009** and have **REFCOM or F-Gas registration**. All Contractors who maintain or service the heating systems must be compliant with the **Gas Safety (Installation and Use) Regulations 1998** and be **GASAFE Certified**.

Health, Safety and Welfare

4.1 General

4.1.1 The Contractor shall co-operate with the Trust in any health and safety review or investigation undertaken by the Trust. Should the Trust find the Contractor's statement not to be complete or failing to properly cover its health and safety obligations the Contractor shall within such period set by the Trust review and amend the statement accordingly. The Contractor shall nominate a person to be responsible for health and safety matters. Whilst on premises owned or occupied by the Trust the Contractor shall ensure that as a minimum requirement its employees comply with the Council's general statement of safety policy and with the lawful requirements of the Estates manager.

4.1.2 The Estates manager may suspend the provision of the Service or part thereof by the Contractor in the event of non-compliance with this clause or with its legal duties in health and safety matters. During the period of suspension the Trust shall be entitled to employ another Contractor to provide the Service or part thereof and the Trust shall recover all extra costs and any losses from the Contractor. The suspension shall last until the Authorised Officer is satisfied that the non-compliance has been rectified.

4.1.3 All Contractors' Staff shall be competent to undertake their work safely.

4.2 First aid facilities

3.2.1 If required, the Contractor shall comply with all requirements as to the provision and maintenance of adequate and proper first aid facilities, together with staff trained in first aid for the use of all persons employed in and about the execution of work under this Contract. The Contractor shall comply with any direction from the Authorised Officer as to the provision and maintenance of the first aid facilities.

4.3 Noise at work

4.3.1 The Contractor shall not cause unnecessary noise and shall keep noise during operations to a reasonable level. The Contractor's attention is drawn to the **Control of Pollution Act (COPA) 1974, Sections 60 and 61**, relating to the control of noise on construction sites.

4.4 CDM works

4.4.1 Where the **Construction (Design and Management) Regulations 2007** apply the Contractors will work with the Council to ensure that Health and Safety is integrated into the management of projects to:

- 4.4.4.1 improve the planning and management of projects from inception
- 4.4.4.2 identify hazards early on so they can be eliminated or reduced at the design or planning stage and the remaining risks can be properly managed
- 4.4.4.3 target effort where it can do the most good in terms of health and safety
- 4.4.4.4 discourage any unnecessary bureaucracy.

4.4.2 The Contractor shall advise the Estates manager when the **Construction (Design and Management) Regulations 2007** will apply. Where they apply the Contractor will:

- Plan, manage and monitor the construction phase in liaison with all contractors
- Prepare, develop and implement a written plan and site rules
- Issue all contractors with relevant parts of the plan
- Make sure that suitable welfare facilities are provide and maintained
- Check competences of all appointed contractors and staff
- Ensure that all workers have site inductions and any further information and training needed for the work (e.g. use of scaffolding on the site)
- Consult with workers
- Liaise with CDM Co-ordinator regarding ongoing design
- Security of the site
- Ensure that the HSE have been notified where appropriate
- Ensure that information is gathered for the formation of the health and safety file

4.4.3 The Contractor will not be paid any additional costs associated with the role of Principal Contractor, as an allowance for this function will be deemed to have been included within the pricing schedule.

4.5 Notification of health and safety hazards

- 4.5.1 The Estates manager shall throughout the Contract period notify the Contractor of any known special health and safety hazards which may be involved or introduced on the Premises/sites and which may affect the Contractor. The Contractor shall throughout the life of the Contract notify the Estates manager of any health and safety and other hazards that may affect the trust.
- 4.5.2 The Contractor shall be responsible for the preparation of any Health and Safety risk assessments and any subsequent safe working method statements for the safe completion of the Works.
- 4.5.3 The Contractor shall draw these risk assessments and safe working method statements to the attention of his Staff and sub-contractors or any other persons under his control engaged on the Works being performed at the Premises. Arrangements shall be made by the Contractor, so that such persons and other persons, employed by or controlled by sub-contractors and engaged in the provision of the Works at the Premises, are adequately informed and instructed on the hazards and any necessary associated safety measures.

4.6 Asbestos

- 4.6.1 To assist the Trust in meeting its obligations in relation to the **Control of Asbestos Regulations 2012 (CAR 2012)**, the Contractor shall comply with any current Asbestos Regulations and Approved Asbestos Codes of Practice and Guidance Notes published by the Health and Safety Executive and the Trust Asbestos Policy, a copy of which the Council shall provide to the Contractor. The Contractor shall have particular regard to the precautionary advice of the Asbestos Research Council released from time to time regarding the use and handling of asbestos based materials.
- 4.6.2 The Contractor shall not use materials containing asbestos. In addition to the care afforded by the Contractor to the building fabric generally, extreme care shall be exercised where existing surfaces are suspected to be of materials containing asbestos, particularly insulation, pipe lagging, floor tiling and the like.
- 4.6.3 All trust premises have an Asbestos Register. Before commencing any work on Trust premises the Contractor shall inspect the Asbestos Register to ensure that the Works will not disturb or affect asbestos identified within the premises. Before commencing work on all premises (including Council properties, schools and domestic properties), the Contractor shall
- (a) Survey the site where works are to be carried out to determine whether asbestos may be present. Where asbestos is found or suspected, report to the Authorised Officer for further instructions.
 - (b) Where asbestos is present or suspected survey the site of works to see whether work can be carried out without risking damage or disturbance of the asbestos and report to the Estates manager
- 4.6.4 Where during the execution of Works, asbestos is found or suspected, the Contractor shall cease work and immediately notify the Estates manager.

4.6.5 Where in the execution of Works, there has been an inadvertent release of asbestos fibres, the Contractor shall immediately cease work clear the affected area of all personnel and notify the Estates manager immediately. The Contractor shall, pending the attendance of the Estates manager, take all reasonable steps to prevent access to the affected area.

4.6.6 The Contractor shall not remove asbestos found in premises. Removal, if necessary, may only be carried out by specialist contractors appointed by the Trust.

4.6.7 The Contractor shall ensure that its workforce is properly trained so that they understand and appreciate:

- (a) The risks presented by asbestos, how to recognise and where to expect to find materials that may contain asbestos, and the importance of referring to and keeping records.
- (b) The need for careful management and control of any works involving asbestos and the arrangements that should be in place for the conduct of any works.

4.7 Cartridge operated tools

4.7.1 Cartridge operated fixing tools are not to be used unless the Estates manager has given prior written consent.

4.8 Glazing

3.8.1 All glazing must be in full compliance with approved **Document N of the Building Regulations** and **Regulation 14 of the Workplace (Health, Safety and Welfare) Regulations 1992**. All safety glazing must be clearly and permanently marked in accordance with **BS 6206 1981**

4.8.2 Safety or toughened glass used within this contract must be clearly marked in the approved manner. All to **BS 952 1995 Parts 1 & 2** and **BS 6262 2005 Part 4** and any subsequent amendments.

4.8.3 It shall be the responsibility of the Contractors to inform the Estates manager that any glazing ordered and found to be non-compliant with the above regulations will require the installation to be replaced.

4.9 Electrical equipment

4.9.1 Portable electrical equipment shall be at a voltage not greater than 110v and either double insulated or effectively earthed. Leads shall be properly terminated, clamped and insulated. All electrical equipment, etc shall comply with the **Electricity at Work Regulations 1989** and the **Provision and Use of Work Equipment Regulations 1998**.

4.10 Gas appliances

4.10.1 Portable Gas Appliances - The Contractor is to notify the Estates manager of any Portable Gas Appliances brought on site. All such appliances must be regularly tested and be used by competent and trained personnel only.

- 4.10.2 Non-refillable cans and cartridges - The Contractor is to notify the Estates manager before any non-refillable cans and cartridges are brought on site.

4.11 Hot works

- 4.11.1 The Contractor shall provide safe working method statements and generic risk assessments for carrying out “hot works”. Before undertaking any “hot works” (i.e. any works that involves open flames, sparks or any other activity that generates heat), the Contractor must advise the Estates manager and comply with any additional fire prevention measures they advise. The Contractor must ensure that any operative(s), nominated to undertake “hot works”, are suitably experienced and trained in the problems associated with hot works.

4.12 Work at height

- 4.12.1 The Contractor shall comply with the current **Working at Height Regulations 2005** and related guidance produced by the Health and Safety Executive.
- 4.12.2 The Contractor shall provide safe working method statements and generic risk assessments for carrying out work at height. Before undertaking any work at height, the Contractor must advise the Estates manager and comply with any additional measures they advise.
- 4.12.3 The Contractor must comply with the Trust scaffolding protocol to ensure compliance with prevailing scaffolding regulations regarding the erection, inspection and dismantling of compliant platforms.

4.13 Hazardous substances

- 4.13.1 Hazardous substances shall not be used without written COSHH assessments being available on site and appropriate precautions being taken to fully comply with the **Control of Substances Hazardous to Health Regulations (COSHH) 2002**.

4.14 Personal protective equipment (PPE)

- 4.14.1 Protective equipment, conforming to the **Personal Protective Equipment at Work Regulations 2002**, shall be worn on site as appropriate, which includes safety headgear, protective gloves, footwear and high visibility jackets. Where necessary, safety equipment is to be provided for all authorised visitors to site, including hard hats, eye protection, face masks, protective gloves and visible jackets.
- 4.14.2 Eye protection shall be worn, when necessary, in accordance with the **Personal Protective Equipment at Work Regulations 2002** as best known standard, which includes the wearing of eye protection made and marked in conformity with **BS 7028:1999**.
- 4.14.3 Hearing and respiratory protection shall be worn in all areas, which are assessed as noisy and dusty.

4.15 Reporting accidents/incidents

- 4.15.1 Accidents/incident or potential accidents to the Council's staff, members of the public, Contractor's employees and Sub-Contractors (or other persons reporting to the Contractor) within the Premises or damage caused to Trust property and in connection with the Work, shall be reported to the Estates manager. They must be reported immediately and recorded using the Trust Accidents/Incident reporting procedures.
- 4.15.2 The Estates manager shall be responsible for notifying the Council and HSE, if applicable, of any accidents advised to him by the Contractor.

4.16 Improvement/Prohibition Notices

- 4.16.1 The Contractor shall send to the Estates manager a copy of any Improvement or Prohibition Notice sent to him by the HSE, whether in connection with the Contract or any other contract.

Management systems

5.1 Management systems

- 5.1.1 General - The Authority operates a set of management systems that meet or exceed the requirements of the relevant standards and are certified by third party audit and accredited to the applicable UK, European and International standards.
- 5.1.2 Contractors should ensure that they read, understand and implement the contents of this document and any other procedures and work instructions related to their work activities to ensure compliance with the Quality Management standard **ISO 9001:2008**
- 5.1.3 Contractors should ensure that they take reasonable steps by having appropriate controls and emergency procedures in place to help minimise the impact of their work activities and working practises on the environment and in so doing ensure compliance with the requirements of the Environmental Management standard **BS EN ISO14001:2004**
- 5.1.4 Contractors should ensure that they read and understand and implement the requirements contained within Section 3 of this document. In addition Contractors are required to fully comply with all legal and regulatory requirements as well as the requirements of the Occupational Health and Safety Management standard **BS OHSAS 18001:2007**
- 5.1.5 Contractors should be aware of the energy guidelines for each site which are contained within the Energy Manual held by each site. The guidelines detail the specific operating times and temperature settings for the heating & ventilation systems for the site. These settings and general processes will be checked by audits to ensure compliance with the energy guidelines and the requirements of the Energy Management standard **ISO 50001:2011**

Performance and administration

6.1 Communication

6.1.1 General - The Contractor shall, immediately upon commencement of the Contract, maintain a means of contact with the Council. An answerphone will not be deemed acceptable during normal hours. It is also expected that Contractor's supervisors and representatives are equipped with mobile phones when out of the office.

6.1.2 Access and Abortive Calls - The Contractor shall make his own arrangements for access with the Authorised Officer's representative on site, in the case of public premise or school work, for the purposes of inspection and/or carrying out the Works.

Note - All inspections deemed necessary to determine the full requirements appertaining to the works shall be carried out by the Contractor to provide for their satisfactory and expeditious execution. The Contractor shall take the cost of this item into account in calculating his rates contained herein.

6.1.3 Continuity and maintaining communication with Client/Premises Officer - Should it become necessary for the Contractor to leave Premises to obtain materials, plant or equipment, etc, or await following trades, the Contractor must inform the Premises Officer/Occupier of precisely the time and date when they, or any Staff will return to complete the Works.

6.2 Performance review meetings

Performance monitoring meeting between variously, the Contractor and the Estates manager, Client Units and Trust Representative(s) will review specific performance items including:

- (a) Customer satisfaction
- (b) Performance – progress against programme
- (c) Achievement of specified response times
- (d) Financial monitoring of individual projects/programme areas
- (e) Invoice queries
- (f) Abortive calls
- (g) Sites giving cause for concern
- (h) Contractor's quality of work and use of surveying/testing techniques
- (i) Equal Opportunities
- (j) Adherence to Trusts Code of Conduct for Contractors (i.e. this Code)
- (k) Difficulties experienced by the Contractor in the performance of the contract
- (l) H&S (e.g. HSE inspections, reportable incidents/accidents; site safety, toolbox talks, asbestos, legislative requirements, site deployment of warning signs and wearing of PPE etc)
- (m) Contractor's signed declaration regarding CRB/DBS checks for employees working on Trust premises

- (n) Contractor's reports (periodically a random selection of jobs will be inspected and audited by the Estates manager)
- (o) Where applicable, Contractor's Annual Report regarding maintenance of Trust Buildings – format to be agreed with Estates manager.