

# Advance Estates: Code of Conduct

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**Document review record:**

The Advance Code of Conduct was developed by the Estates Management team and will be reviewed as required by our business operations, or annually as a minimum. Reviews and amendments are summarised in the table below.

Date	Description	Author
01.07.2016	Document first published and issued to Advance Contractors.	Deborah Evans
06.03.2017	Procedure updated in section 3.3 for job cards, to include the use of emergency job cards for P1 and P2 jobs. Contact details for Claire Davies added to section 3.5, and exceptional circumstances added	Deborah Evans

	to tenant sign off in section 3.7.	
16.05.2017	Section on Hot Works Added as 5.9	Deborah Evans
17.05.2018	Data Protection Section (6.1) updated for GDPR	Deborah Evans
03.12.2018	Amended from Arch to Advance Northumberland	Deborah Evans

## 1.0 Introduction

Advance Northumberland is an economic development business. We operate on commercial principles, investing in, managing and developing property, and earning fees for managing construction and regeneration projects. We recycle profits from these activities and secure funding from external sources to resource our inward investment effort, work with key companies and provide other business services. We work to make a real difference to economic prosperity and our aim is to create a thriving, attractive and sustainable Northumberland.

Our Estate is comprised of residential properties, commercial, retail and industrial premises and the portfolio as a whole is over 1 million sq. ft. Our Estate covers a large geography in Northumberland, Tyne & Wear, County Durham and Teesside. We expect the value and scale of our property assets to continue to grow and our top priorities in the years ahead are to manage the estate more efficiently, improve the quality of service and increase profitability.

In addition to growing the Estates, at Advance we are equally committed to providing excellent service to all customers and tenants of our Estate. We recognise that working in partnership with others will be pivotal to our success and we are committed to developing long term, positive working relationships with our suppliers and contractors. To support this we have developed a Code of Conduct to set out our expectations and be clear about the high level of customer service standards we expect in all dealings with our customers. It is applicable to all parties working with Advance in the repairs and maintenance of our Estate.

Within this document, the term Contractor refers to the company contracted directly by Advance to deliver services on the Estate. The term Contractor encompasses, your staff, your sub-contractors and where applicable, your consultants. All are expected to comply with the requirements set out in this document. A formal acceptance of the contents is included within our pre-qualification questionnaire (PQQ) and in signing the PQQ you are confirming you will fulfill all obligations contained within our Code of Conduct. You should note that a breach of any of the terms of this Code of Conduct may result in removal from our approved suppliers list and no further work being received from Advance.

Our aim is for this document to be clear, concise and ensure we are delivering a consistently high level of customer service to our tenants. In the event you require clarification on any of the contents, please contact us. It is imperative you understand all of the obligations contained within as they are fundamental to working on behalf of Advance.

## 2.0 Customer Care

At Advance we are dedicated to taking care of our customers. Our customer service promise to the tenants and residents of our Estate is to:

- Respond quickly if things go wrong.
- Provide clear and accurate information.
- Be flexible in the way we provide our services.
- Maintain our Estate to a high standard.
- Deal positively with our customers and their feedback.
- Be friendly, polite and respectful.
- Keep customer information confidential.

To enable us to deliver on this commitment we expect our Contractors to:

- Complete repairs within our priority timescales.
- Complete repairs to acceptable standards.
- Make and keep appointments for all repair work.
- Work safely and with respect.
- Act professionally.
- Respect the changing needs of Advance as our Estate grows.

### 2.1 How we select our Contractors

We follow a procurement process to select competent, professional Contractors to support our service delivery and we use a pre-qualification questionnaire (PQQ) to assess this. Our full procurement process is documented elsewhere and is available from Advance on request. Our requirements are summarised below and these are used as the basis for the assessment of any PQQ received:

- A contractor must have the appropriate number of staff and skill levels and able to deliver an excellent service across the Advance Estate.
- A contractor must demonstrate good communication skills and the ability to deal with our tenants in their own homes or business premises.
- A contractor must demonstrate that all employees hold appropriate qualifications.
- A contractor must demonstrate that all employees have relevant up-to-date training to ensure they are fully competent to deliver their work tasks.
- A contractor is responsible for checking their employees do not have an unsuitable background, particularly in relation to working in properties which house vulnerable adults and children. Please note that Advance will inform you if you are required to work in an environment that involves vulnerable adults or children.

- A contractor must demonstrate awareness of equality and diversity and ensuring that Advance fulfil our commitment of ensuring everyone has equal access to our services and preventing discrimination.
- A contractor must demonstrate they are committed to equal opportunities and treat all Advance staff and tenants with equal respect.
- A contractor should demonstrate their capability to support environmental sustainability through use of recycled materials as far as possible, a waste management and disposal policy, initiatives to improve energy efficiency and minimise vehicle emissions.

All pre-qualification questionnaires are assessed by our Estate Management team and can be either approved or rejected.

## **2.2 Approved Contractor Induction and Training**

Since all Contractors represent Advance, all approved Contractors are expected to complete an Advance Customer Service and Induction training module to ensure our brand values and customer service standards are delivered at all times. The training module can be provided as either:

- A half day workshop at Advance Head Office, we provide one half day induction and training module per month, or
- An electronic presentation to be delivered by you on your own premises.

All Contractors are required to sign a completion certificate and acknowledge the induction and training have been received and understood by all personnel who will be employed to work on the Advance Estate. Note that no work can be allocated to a Contractor until the induction and customer service training is acknowledged as complete.

### **2.2.1 Subcontractors**

Where a Contractor wishes to subcontract work awarded by Advance, the Contractor is responsible for ensuring all subcontractors have completed either the half day workshop or the presentation at the Contractor's own premises. All subcontractors are expected to adhere to all aspects of this Code of Conduct and are subject to the same audit and control measures. The Contractor is wholly responsible for ensuring the subcontractor used is competent.

## **2.3 Identification**

All personnel who will be employed to work on the Advance Estate are required to provide 2 passport photographs to Advance (at their own cost) to allow identity cards to be created. Note that an identity card is required for any individual who will work on the Estate and a tenant is permitted to refuse access to any individual who cannot provide identification validating they are working on behalf of Advance.

The Contractor is responsible for ensuring the return of identity cards from individuals

leaving their employment and for notifying Advance immediately when an identity card has been recalled so we can update our records. All identity cards should be returned to Advance to be destroyed.

#### **2.4 Appearance**

Contractors, all employed staff and sub-contractors should be presentable and non-threatening in their appearance, with clean, fit for purpose attire. The Contractor must be equipped with all necessary personal protective equipment (at their own expense).

Contractor vehicles must be clean, of a high standard and in acceptable condition to represent Advance professionally. All vehicles must identify the Contractor company name and contact details so they are easily identifiable.

#### **2.5 Courtesy and Behaviour**

All Contractors, all employed staff and subcontractors must introduce themselves when they arrive at the premises and show identification. They must be polite and courteous at all times and adopt a positive and helpful manner in all dealings with the tenant.

#### **2.6 Food, Drink and Smoking**

No eating or drinking is allowed in a tenant's premises.

No food or drink should be requested from the tenant.

Smoking is prohibited whilst working on behalf of Advance.

#### **2.7 Behaviour**

All Contractors, all employed staff and subcontractors are expected to behave in a socially acceptable and non-threatening manner at all times. They should be calm, courteous and positive at all times. They must respect the tenant's premises and be patient to support their understanding of the work to be undertaken. For clarity, the following is deemed to be unacceptable behaviour:

- Rudeness.
- Over familiarity.
- Raised voice and / or aggressive language.
- Bad language.
- Lack of respect for tenants and/ or their property and belongings.
- Excessive noise, e.g. use of radios.
- Racism.
- Sexism.
- Criticism of Advance and the Estate.

### **2.8 Equality and Diversity**

The Contractor is responsible for maintaining training records to show all employees have received appropriate information, instruction and training on equality and diversity and make those training records available on request.

### **2.9 Care for Tenant's property**

A Contractor must respect they are working in someone's home or business premises and take reasonable care to protect them at all times. All Contractors must leave premises clean and tidy and should carry a working vacuum cleaner and cleaning products.

### **2.10 Canvassing**

Contractors must not lobby or canvas any tenant of Advance to obtain additional work. Contractors must not offer their services or undertake any work at a reduced rate or free of charge on a private basis for any tenant of Advance, or offer gifts in kind to any tenant of Advance in order to obtain additional work.

### **2.11 Contractor Conduct with Advance**

Contractors must not lobby or canvas any employee of Advance to obtain work. Contractors must not offer their services or undertake any work at a reduced rate or free of charge on a private basis for any employee of Advance, or offer gifts in kind to any employee of Advance in order to obtain work. Any offers of hospitality or gifts accepted by Advance employees will be recorded in Advance's Gifts and Hospitality declaration records maintained by the Finance Director. Contractors are expected to bring to Advance's attention any possible conflicts of interest, or breaches by Advance employees of the conduct rules.

### 3.0 Reactive Repair Work

A large proportion of work on our Estate relates to reactive repairs. All Advance tenants have access to a repairs service for the premises they occupy. Our repairing responsibility is not unlimited and a tenant will have some repairing obligations under the terms of their tenancy or lease agreement. On this basis it is important that:

- All work is undertaken only after an express instruction from Advance.
- No additional works should be arranged or discussed with a tenant without an express instruction from Advance.

The information below sets out the steps a Contractor should follow to meet the requirements and expectations of Advance.

#### 3.1 Repair Requests

Advance are responsible for receiving and logging requests for reactive maintenance from a tenant. A Contractor should not receive or accept a reactive repair request direct from a tenant. In the event a tenant notifies you of another wholly unrelated repair item, the tenant should be referred to Advance Head Office, using telephone number 01670 528499.

See section 4.8 Additional Work for guidelines on job variances when the additional work is related to the original repair.

#### 3.2 Repair Priorities

Our repair priorities are classified as: emergency, urgent, non-urgent and routine. The table below outlines our response times and classifications of repairs. These apply to repairs reported within business hours and via our out of hour's service.

Type of Repair	Response Times	Priority Reference
<b>Emergency</b>	Initial response within 6 hours and made safe within 24 hours. (The final repair could be subject to a further appointment.)	P1
<b>Urgent</b>	Response within 1 working day	P2
<b>Non-urgent</b>	Response within 7 working days	P3
<b>Routine</b>	Response within 30 working days	P4

The timescales as outlined above are communicated to our Tenant at the time of logging the repair.

### 3.3 Repair Job Instructions

All job instructions will be issued to Contractors in writing, including a job card.

Where an instruction is classified as an emergency P1, or urgent P2:

- Confirmation will be issued verbally in the first instance and confirmed in writing by SMS or email.
- Where the instruction has been received by SMS, it is the Contractor's responsibility to transfer information onto an emergency job card so a signature can still be obtained from the tenant (and therefore an invoice validated for payment. See section 3.7). Note emergency or urgent works do not negate the need for a tenant signature.

And for P3 and P4 jobs:

- Job sheets will be issued by email. Note, all Contractors are expected to have an email facility if working on behalf of Advance.
- For convenience, details of the works can be issued by SMS, but note that the job card will be issued to the Contractor email address. Emergency job cards should only be used where completion within 24 hours or 1 working day is needed. All other works order classifications (7 days +) allow for job cards to be printed prior to commencing work.

Job sheets for all priorities can be collected and or copies obtained from Advance Head Office.

### 3.4 Completion Dates

The written confirmation will state the completion date required for the job. Contractors must ensure they can meet the completion date deadline. If the completion date is not achievable for any reason, the following applies:

- **Emergency Jobs:** since the nature of emergency work is something that poses a serious health and safety risk and requires a resolution within 6 hours, these jobs will be communicated verbally in the first instance and confirmed by SMS. The Contractor must advise at first contact if the completion timescale is not possible to allow Advance to make alternative arrangements. In the event a Contractor accepts an emergency job and does not complete this within priority timescale, the work will be registered as late and given the seriousness of the issue, the Contractor could be removed from our approved suppliers register.
- **Urgent Jobs:** as above, since urgent work requires a resolution within 1 working day, urgent jobs will be communicated verbally in the first instance and confirmed by SMS. The Contractor must confirm if the completion timescale is not possible to allow Advance to make alternative arrangements. In the event a Contractor accepts

an urgent job and does not complete this within priority timescale, the work will be registered as late and given the seriousness of the issue, the Contractor could be removed from our approved suppliers register.

- **Non-urgent and Routine jobs:** if the completion date is not achievable this must be communicated back to Advance no later than 24 (working) hours of receipt of the instruction. If an appointment is made with a tenant and you need to rearrange this to a different date, e.g. because of bad weather conditions, you must call the tenant and rearrange it to a mutually convenient time. You do not need to notify Advance direct if the job will still be completed before the deadline. If, however the work can no longer be completed within the deadline, this must be communicated to Advance by one of the methods below. Failure to do so will result in the job being registered as late.
- Note that persistent failure to complete jobs within agreed timescales (for all priority levels) could result in the suspension of work from Advance.

### 3.5 Communication with Advance

Contractors are required to keep Advance informed about the status of a job so that we can provide good customer service to our tenants. Advance provides the following methods for Contractors to update the status of jobs:

- The main point of contact at Advance is **Claire Davies**.
- Claire Davies can be contacted via email address [claire.davies@Advance-group.co.uk](mailto:claire.davies@Advance-group.co.uk) or telephone number 01670 528472.
- Alternatively, use our general email address [repairs@Advance-homes.co.uk](mailto:repairs@Advance-homes.co.uk) or main repairs telephone number 01670 528499.

All updates communications should include the job number.

Please also note, all Contractors are expected to have an email facility available if working on behalf of Advance.

### 3.6 Communication with Tenants

#### 3.6.1 Appointments

Appointments to attend a tenant's property must be made for a mutually convenient time, with the exception of emergencies where we are required to respond within 6 hours and no prior appointment is required. If the Contractor is likely to be late, or earlier than the time agreed with the tenant they are required inform the tenant as soon as they are able. On arriving at the property, the Contractor must display valid identification as outlined in section 2.3.

### **3.6.2 No answer**

If a Contractor arrives at a property to carry out repair work and the tenant does not answer, a card must be left as proof of the visit. The cards will be supplied by Advance following the completion of the induction and customer service training, and it is the responsibility of the Contractor to notify Advance that more cards are required. In the event a card is not left at a property, the appointment could be recorded as a no show on the part of the Contractor. The Contractor must therefore maintain verifiable records of any unsuccessful calls and action taken.

### **3.6.3 Explaining work to be carried out**

Contractors must ensure that the tenant has a full understanding of the work to be carried out, to include prior notice of any disruption (e.g. services turned off, noise, restrictions to access) and timescales involved. Where access could be required to multiple areas of the property, this must be explained to the tenant in advance and express permission granted.

### **3.6.4 Use of utilities or services within the property**

Where the Contractor requires the use of services such as water or electricity, permission from the tenant is required. Where possible the Contractor should use a generator and / or their own water supply. Where this is not possible the Contractor must confirm the reason for the use of the tenant's electricity or water, and if requested reimburse the tenant directly for utilities. Note that if a tenant seeks reimbursement from Advance for services used, the amount would be deducted from the Contractor's invoice. The Contractor must also ask prior permission before using washroom facilities in a tenant's property. A Contractor must not use a tenant's wireless broadband connection.

### **3.6.5 Explaining work completed**

The Contractor is responsible for providing full details of how to operate any new or replacement equipment installed in their property and provide copies of any manufacturer's literature. Contractors are responsible for ensuring the property is left in an acceptable condition, that it is habitable, safe and all services are available. Where work has required access to a neighbouring property, this too must be left in an acceptable condition that is habitable, safe and with all services available. Note, if there is any damage to the tenant's property as a result of the work, it is the responsibility of the Contractor to make good at their own expense. If Advance are required to make good damage caused by a Contractor, or not made good to the satisfaction of the tenant, all costs associated with this would be withheld from the Contractor.

### **3.6.6 Incomplete Work**

In the event repair work cannot be completed and another appointment is needed. Contractors are responsible for ensuring the property is habitable, safe and all services are available overnight and at weekends. Where a repair relates to tenant heating systems, alternative, temporary appliances must be provided until the heating system is restored at

the Contractor's expense.

### **3.6.7 Telephone Communication**

The Contractor must ensure that all standards set out in the Code of Conduct are adhered to when the communication is via telephone. Verbal communication must be clear, polite, and professional. Contractors should not use text messages, or other forms of social media, to communicate with Advance tenants when working on behalf of Advance.

### **3.7 Tenant Sign Off**

To validate work as complete, before leaving the premises, the Contractor should obtain a signature from the Tenant on the job sheet issued by Advance, or on an emergency job card for P1 and P2 repairs. Invoices will not be processed for payment without a signed job sheet. Exceptions to this include: work related to tenant evictions, works orders relating to the emergency services, where a tenant is incapacitated or where the tenant is uncooperative and seeking a signature could pose a risk to the Contractor. Any exceptional circumstances will need to be validated by the Estate Maintenance Advisor or, in the event of an eviction, the Homes Manager, before an invoice can be paid.

### **3.8 Additional Work**

If it becomes apparent during a site visit that additional work is required and it is associated with the original repair request, the Contractor may proceed with the additional work up to an agreed variation level. For clarity, jobs with an agreed variation level will have this expressly confirmed on the job sheet. Note however where there is no agreed variance level, or the additional work is entirely unrelated to the original repair, a new repair will need to be logged by the tenant via Head Office. If additional works are undertaken without prior authority, any invoice presented for those works will not be paid.

### **3.9 Job Completion**

Contractors must inform Advance as soon as works have been completed. Persistent failure to provide completion information in a regular and timely manner could result in the suspension of work from Advance. Completion can be communicated to Advance as per the methods specified in section 4.5.

### **3.10 Invoices**

Invoices should be submitted promptly. Where a completion date has not been provided an invoice will not be accepted as a method of communication. Without notice of a completion date, an invoice will not be processed for payment. All invoices must state the job number and be accompanied by a signed job sheet.

Under no circumstances must a Contractor submit an invoice for a job that is not yet complete.

Where a job had an agreed variance level additions to the original job sheet will be accepted on an invoice. Where there was no agreed variance and the invoice differs from the job sheet, the additional amounts stated on the invoice will not be paid.

Invoices submitted for work not done or not covered by a valid job sheet may result in suspension of work from Advance or removal from our approved suppliers register.

Advance's Estate Management Team are responsible for resolving invoice queries in the first instance and queries should be submitted to [claire.davies@advancenorthumberland.co.uk](mailto:claire.davies@advancenorthumberland.co.uk).

### **3.10.1 Subcontracted Work**

Where the Contractor has subcontracted work, Advance will not accept an invoice from the subcontractor. The invoice must be received from the Contractor.

## **4.0 Planned Maintenance Work**

In addition to reactive work, our Estate requires planned maintenance. This is generally, but not exclusively, in our void properties or relates to service visits for equipment on our premises. Many of our procedures follow the same principles as outlined in Section 3, however there are some differences. It is therefore important a Contractor understands the nature of the work they are undertaking as different requirements may apply. The information below sets out the steps a Contractor should follow to meet the requirements and expectations of Advance for planned maintenance work.

### **4.1 Advance Homes**

#### **4.1.1 Planned Maintenance Repair Priorities**

Our repair priorities are classified as: emergency, urgent, non-urgent and routine. The table outlined in section 3.2 states our response times and classifications of repairs. The priority and associated completion date will be stated on the job sheet, and any issues with the completion date should be confirmed to Advance as outlined in section 3.4.

#### **4.1.2 Job Instructions**

All job instructions will be issued to Contractors in writing, including a job sheet.

#### **4.1.3 Completion Dates**

The written confirmation will state the completion date required for the job. Contractors must ensure they can meet the completion date deadline.

#### **4.1.4 Communication with Advance**

Contractors are required to keep Advance informed about the status of a job so that we can make arrangements to schedule in further work, or confirm a property is available to let. The communication methods are set out in section 3.5. All update communications must include the job number.

#### **4.1.5 Additional Work**

If it becomes apparent during a site visit that additional work is required and it is associated with the original request, the same process as outlined in section 3.8 for reactive repairs applies.

#### **4.1.6 Job Sign Off and Completion**

To validate work as complete the Contractor must contact Advance, quoting the relevant job number and confirm the work is complete as soon as is practicable and within 24 hours of the works having been completed. Persistent failure to provide completion information in a regular and timely manner could result in the suspension of work from Advance.

#### **4.1.7 Invoices**

The same process as outlined in section 3.10 for invoicing applies to planned work.

### **4.2 Advance Commercial Properties, including Workspace.**

#### **4.2.1 Planned Service / Maintenance Visits**

Where a Contractor has an agreement with Advance to carry out annual servicing and maintenance of equipment on our premises a quotation will have been provided by the Contractor in the first instance. The quotation should confirm the number and frequency of visits per annum. The Contractor will be issued with a purchase order number for the agreement term, stating the number of visits and frequency. Where a Contractor has no purchase order, work on our premises should not start.

All visits should be booked in advance and Contractors should not arrive to carry our service or annual maintenance without notice. In the event a Contractor attends site without prior notice, the Contractor could be turned away. See section 4.2.3.

#### **4.2.2 Job Instructions**

As above, the job instruction in this instance is a purchase order.

#### **4.2.3 Site Visits**

Site visits should be arranged in advance, giving at least 10 working days' notice. Site visits should be arranged with the Estate Administrator who can be contacted via 01670 528400 or via email address [commercial@advancenorthumberland.co.uk](mailto:commercial@advancenorthumberland.co.uk)

#### **4.2.4 Communication with Advance**

Contractors must give prior notice as above, and in the event an appointment needs to be re-arranged, the Contractor is responsible for contacting Advance as per section 4.2.3. A proprietary job sheet should be completed for all work carried out and signed off by the Contractor. A hard copy of the job sheet should be left at the site and or emailed to [commercial@advancenorthumberland.co.uk](mailto:commercial@advancenorthumberland.co.uk). A copy should be attached with the invoice.

#### **4.2.5 Additional Work**

If it becomes apparent during a site visit that additional work is required the Contractor should submit a written quotation to Advance and await written confirmation of whether the additional work is approved (in which case a purchase order will be provided) or rejected. No additional work should be undertaken without prior authorisation. For clarity, administrative or Customer Service staff cannot provide authorisation, this must come from a Manager.

#### **4.2.6 Invoices**

A copy of the Contractor job sheet should be attached with the invoice. Any invoice queries should be forwarded to [commercial@advancenorthumberland.co.uk](mailto:commercial@advancenorthumberland.co.uk)

## 5.0 Health and Safety, and Environmental issues

All Contractors undertaking work for Advance are responsible for the health and safety of their own employees and tenants during the course of the work. Nothing stated in this Code of Conduct shall relieve the Contractor from any obligations or responsibilities placed on them by the contract for work, or by law.

All Contractors are responsible for:

- Completing a pre-qualification questionnaire.
- Providing evidence of public liability insurance.
- Conformance with all notices required by statute, statutory instrument, rule, order, regulation or by-law applicable to the works proposed and undertaken.
- Ensuring the health, safety and welfare at work of all their employees.
- Undertaking risk assessments and implementing adequate precautions, including first aid provision.
- Ensuring Advance tenants are provided with the information and instructions needed to ensure health and safety while the works are completed.
- Ensuring their employees and are provided with training on health and safety risks and precautions to take, and particularly in relation to residents, children and other vulnerable people.
- Registration with the Contractors Health and Safety Assessment Scheme (CHAS).
- Maintaining training records to show all employees have received appropriate information, instruction and training on specific health and safety risks (e.g. asbestos), and make those training records available on request.
- Halting work immediately if they encounter hazards which they are unqualified or uncertain of addressing (e.g. asbestos) and should notify Advance immediately.
- Notifying accidents or near misses to Advance. Failure to do so may result in the contractor no longer receiving work from Advance and being removed from our approved suppliers register. Contractors must also inform the Health and Safety Executive of any notifiable incidents.
- Raising any health and safety concerns or issues with Advance, including any perceived weaknesses in Advance's arrangements for health and safety.

For clarity, a Tenant's home is considered to be a place of work and requirements of the Health and Safety at Work Act 1974 apply.

### 5.1 Materials and Workmanship

All materials and workmanship used should be in accordance with the appropriate British, European or International Standards (BS, EN, ISO) and responsibility to do this rests wholly with the Contractor. The Contractor is responsible for sourcing and using the most suitable materials, plant and equipment which can be reasonably obtained. Materials should be stored so as not to present a risk and must never be stored at the tenant's property in

advance of the work.

## **5.2 Equipment**

Contractors are responsible for supplying and bearing the cost of all necessary plant and equipment (including proper protection and screening that may be required: scaffolding, staging, temporary covering, dust sheets and tarpaulins), personal protective equipment, tools, transport, labour and materials for the proper execution of works. Equipment should be stored so as not to present a risk and must never be stored at the tenant's property in advance of the work. Contractors must leave the premises clean and tidy.

**5.2.1 Electrical Safety:** All electrical equipment shall be 110volt, battery powered or protected with a Residual Current Device if 240 volt. All portable electrical equipment should be regularly inspected and always by the user prior to use. The Contractor should also provide evidence of portable appliance testing is requested by Advance.

## **5.3 Insurance**

Contractors must provide evidence of adequate insurance as part of the pre-qualification process and once approved, maintain adequate insurance, including adequate protection for the safety of residents, occupiers and the general public, and indemnify Advance against all injury and death to persons and damage to property. The Contractor will be required to provide evidence of insurance on an annual basis. In the event a Contractor cannot provide evidence of adequate insurance, work will be suspended, and persistent failure to provide evidence of insurance will result in removal from our approved supplier register.

## **5.4 Food and drink, including alcohol**

No food or drink is to be consumed on the Tenant's property, including alcohol. Alcohol consumption is strictly prohibited. Any incidence of alcohol consumption will result in the Contractor being removed from the approved supplier register with immediate effect.

## **5.5 Accidents**

All accidents that occur when the Contractor is working on behalf of Advance, including near misses, must be reported to Advance. For clarity, the Contractor is responsible for providing their own accident reporting procedures and accident book and ensuring Advance are notified as follows:

- Reported to the Advance Estate Maintenance Team.
- Reported within 24 hours of the accident or near miss occurring.
- Details of investigation undertaken by the Contractor and corrective actions to mitigate reoccurrence.
- Copies of any relevant witness statements.

The facts of each individual accident report will be reviewed by the Estate Maintenance

Team.

Accident reports will be used as part of the Advance Contractor review process. In the event an individual accident report is deemed sufficiently serious, this could result in the Contractor being suspended from the approved supplier list while a full investigation can be carried out by the Estate Maintenance Team. More information relating to complaints and suspensions are outlined in section 8.

### **5.6 Waste**

All Contractors must remove all waste from the Tenant's premises, including all surplus materials and redundant equipment. The Contractor is responsible for disposal of all waste in a correct and responsible manner, including recycling. All Contractors must have a valid waste carriers licence.

### **5.7 Asbestos**

Advance has a duty to manage asbestos to reduce exposure and the risk of exposure to all staff, Tenants, Contractors and customers. We also have a duty to ensure that a risk assessment to assess the presence of asbestos (and where present, how to deal with it) is carried out before any work is undertaken in a property. Any presence of Asbestos Containing Material (ACM) in a property must be notified to a Contractor. This will be notified via the job sheet and a copy of the Advance Risk Assessment will be provided.

**5.7.1 Asbestos Present:** If working in a property where prior notice and a copy of the risk assessment has been given regarding the presence of asbestos, the Contractor is responsible for assessing the Advance Risk Assessment and conducting their own risk assessment before carrying out work in the premises. For clarity, the Contractor is wholly responsible for assessing the risk posed by the asbestos before starting work.

**5.7.2 Asbestos Suspected:** If working in a property and no prior notice has been given regarding the presence of asbestos, and ACM is identified or suspected in a property the Contractor must cease work immediately. The Contractor is responsible for confirming to the tenant that work cannot commence until the ACM is made safe and the Contractor must contact Advance immediately for further guidance. The Contractor should contact the Estate Maintenance Team on 01670 528400.

**5.7.3 Asbestos Training:** All Contractors working within the Advance Estate must provide evidence of asbestos awareness training, updated annually. Training records must be retained for a minimum of 40 years and provided to Advance on request.

## **5.8 Risk Assessments and Method Statements**

All Contractors are required to produce a site and or job specific risk assessment and safe work instructions via a method statement for all jobs undertaken for Advance; these documents should be produced prior to the work starting. It is the responsibility of the Contractor to communicate the content of the risk assessment and method statements to all employees. See section 5.9 on Hot Works and the need for a specific risk assessments and hot work permit.

## **5.9 Hot Works**

Hot works describes any process that involves the use of open flames or the local application of heat and friction, for example welding and soldering, grinding and torch cutting. These carry a serious risk, which could include fire damage, explosions (if sparks come into contact with flammable material), inhalation of fumes, burns, business interruption and reputational damage. Data from our insurers reveal that 15% of all fires in commercial and industrial properties are caused by hot works. Advance understand the need to use working methods classified as hot works, and that they inherently carry a degree of risk, but these dangers are exacerbated by poor practices and processes. We therefore have the following mandatory steps to carry out hot works on the Estate.

**5.9.1** Alternative methods to hot works should be used wherever possible and these must be considered as part of the risk assessment (see below). If it is not possible for alternative methods to be used, the Contractor must confirm the reasons in writing as part of the planning stage risk assessment before starting to work. This allows Advance to confirm they wish to proceed on that basis.

**5.9.2** You must have adequate public liability insurance, including a provision for Hot Works and evidence of this insurance must be provided to Advance before starting to work (submitted with the risk assessment as outlined above).

**5.9.3** Part 1 of the Hot Work Permit should be submitted to Advance Head Office for approval. Part 2 Authorisation will be completed by Advance and returned to the Contractor to enable to commence work.

**5.9.4** Page 1 and Parts 3 to 5 should be completed by the Contractor prior to and during the course of the work. The Permit to Work should be displayed at the work area.

**5.9.5** The Advance Maintenance Manager will carry out inspections as required by the level of risk posed, and at completion as a minimum to complete part 6 and close the permit.

**5.9.6** Hot works undertaken without a Hot Work Permit will result in a Contractor being removed from the approved suppliers register.

## **6.0 Security**

### **6.1 Data Protection**

Contractors are required to comply with the requirements of the General Data Protection Regulations (GDPR) that come into effect on May 25<sup>th</sup> 2018.

Our use of your personal data is set out in our Privacy Notice. Attached as Appendix 1. If you would like to know more about how we use your information, or if for any reason you do not wish to have your information used in any of the ways described in our Privacy Notice, or as set out in this Code of Conduct, please tell us.

Please contact the Data Protection Officer on 01670 528400 or at email address [dpo@advancenorthumberland.co.uk](mailto:dpo@advancenorthumberland.co.uk) Please note however this could preclude you from working with Advance Northumberland.

#### **6.1.1 Consent**

In completing our PQQ documentation you grant us the relevant consent to hold, process and share your personal data. Refer to the paragraph above if you wish to withdraw this consent.

#### **6.1.2 Tenant information and personal data**

To meet the duties of GDPR, Advance have taken the necessary steps to arrange the relevant consent from the tenants to use their data to process reactive and planned repair requests. Contractors are required to comply with GDPR regulations and maintain a duty of care when holding and processing data. Information relating to tenants should only be held for the purpose of delivering the specific job required by Advance. It should not be used for any unrelated purpose and must not be shared. The Contractor is responsible for implementing data security control measures to mitigate the risk of loss or unauthorised access and arranging adequate insurance to protect the Contractor and Advance in the event of a data breach.

Contractors must not process, transfer, modify, amend or alter the personal data which we share with you or disclose or permit the disclosure of such personal data to any third party other than in accordance with our documented instructions except where such processing is required by law, in which case you shall first, to the extent permitted by law, inform us of the legal requirement before processing the personal data and comply with our instruction to minimize as much as possible the scope of the disclosure. Contractors must not engage any sub-processors to process personal data we share with you unless you have obtained our prior written consent (which we may refuse unless the sub-processor can evidence their compliance with GDPR).

#### **6.1.3 Data Breaches**

You must notify us without delay and in any event within 24 hours upon becoming aware of, or suspect a data breach. You will provide us with sufficient information to allow us to meet our obligations under GDPR.

#### **6.1.4 Data return, archiving and deletion**

In the fulfillment of an Advance works order you are required to return a signed copy of the job card as evidence of completion and tenant satisfaction. The return of the job card is also to comply with GDPR and to return tenant personal data to us. Where a works order has progressed using an Emergency Job Card and a duplicate copy is retained within your records, you must protect this information as set out in 6.1.2 and destroy this information at our request.

In the event Advance cease to work with you, Contractors must, at our request delete or return all personal data shared with you and you have processed on our behalf deleting all existing copies including any backup, only retaining such data you are required to keep by law.

#### **6.2 Personal Safety**

The Contractor is responsible for all aspects of their own personal safety.

#### **6.3 Identity Cards**

As stated in section 2.3, identity cards must be clearly displayed by all Contractor when arriving at the tenant's premises. A tenant is permitted to refuse access to any individual who cannot provide identification validating they are working on behalf of Advance. The Contractor is responsible for ensuring the return of identity cards from individuals leaving their employment and for notifying Advance immediately when an identity card has been recalled so we can update our records. All identity cards should be returned to Advance to be destroyed.

#### **6.4 Tenant Security**

The Contractor must take care to ensure the tenant, their property and personal belongings come to no harm. Identification must be provided to reassure the occupier, as above in section 7.3 above, and express permission must be given by the tenant to enter the property. In the event access is required to a neighbouring property, express permission must also be sought from the neighbour before access.

#### **6.5 Security Concerns**

If a Contractor deems it necessary to either cease or not start work at a property due to security or health and safety concerns, they must explain this to the tenant. On leaving the property the Contractor must also notify Advance immediately by telephone, giving a detailed explanation as to why the work cannot continue. The Contractor must also confirm this in writing, quoting the relevant job number as soon as is practical and within 24 (working) hours of leaving the property. It is the responsibility of Advance to make further arrangements with the tenant.

#### **6.6 Care for Tenant's property**

A Contractor must respect they are working in someone's home or business premises and take reasonable care to protect them at all times. All Contractors must leave premises clean and tidy and should carry a working vacuum cleaner and cleaning products. Note however that Contractors must not use a domestic or industrial vacuum cleaner on asbestos material

or suspected asbestos material. Please refer to section 5.7 for further details relating to asbestos. As a minimum, the property should be left in the same condition it was found before starting work. All waste and excess materials must be removed by the Contractor at their own expense. Please refer to section 5.6 for further details relating to waste.

Where work has necessitate access to an adjoining property, the same conditions apply.

Where work requires the movement of furniture, the tenant should be informed prior to moving items. If there are valuables or breakables, the tenant should be asked to move these to a safe place themselves. Once work is completed, any furniture that has been moved should be returned to the original position by the Contractor.

## **7.0 Performance Monitoring and Audit**

At Advance we are committed to providing excellent service to the customers of our Estate. To ensure we are meeting our service commitments, we will manage the performance of all Contractors. Advance will not tolerate poor service or damage to our brand due to the performance or conduct of a Contractor. If in Advance's opinion, a Contractor has not met the standards we expect, they will be removed temporarily or permanently from our approved supplier list. This section outlines how Contractors will be assessed and monitored to ensure our performance standards are being met.

### **7.1 Contractor Selection**

As outlined in section 2.1, Advance follow a procurement process to select competent, professional Contractors and we use a pre-qualification questionnaire (PQQ) to assess this. This is the first stage in our performance management process. We will appoint (or not) Contractors based upon the information contained within the PQQ. Successful Contractors will be selected on: skills, qualifications and evidence of business performance.

### **7.2 Approved Contractor Induction and Training**

All Contractors complete an Advance Customer Service and Induction training module to confirm our brand values and customer service standards. All Contractors are required to sign a completion certificate and acknowledge the induction and training have been received and understood by all personnel who will be employed to work on the Advance Estate. Contractors are expected to manage the performance of their own staff and sub-contractors to ensure all standards set out within the induction, training and code of conduct are adhered to. The Contractor is wholly responsible for ensuring any subcontractor used is competent.

### **7.3 Identity Cards**

All personnel employed to work on the Advance Estate are required to carry an identity card. Cards will be issued at the completion of the induction. All identify cards will be allocated a unique reference number and records maintained at Advance Head Office.

The Contractor is responsible for ensuring the return of identity cards from individuals leaving their employment and for notifying Advance immediately when an identity card has been recalled so we can update our records. All identity cards should be returned to Advance to be destroyed. It is also the responsibility of the Contractor to confirm when additional identity cards are needed for new members of staff.

### **7.4 Safe Working Checks**

Advance Contractors are expected to work safely at all times. Advance will audit your working practices on site at least once per year. No prior notice will be given and sites will be selected at random. You will be expected to demonstrate safe working in all aspects of the job and with all employees involved, including a prior risk assessment. Where applicable, this will include working at height.

### **7.5 Completed Work Checks**

Advance Contractors are expected to work to a high standard at all times. Advance will audit your completed work at least once per year. No prior notice will be given and sites will be selected at random.

### **7.6 Defects**

The Contractor is expressly responsible for defects in either workmanship or materials supplied and/or fixed for a minimum period of six calendar months after date of completion (this may vary depending upon the terms of the contract with Advance). The exceptions to this are: works where a guarantee in excess of six months may exist or where a guarantee of a lesser period applies.

The Contractor shall be required to make good, at their expense, any defects or faults which may appear within that period, including any damage to an adjoining property. Where a written guarantee is to be provided, the Contractor shall ensure that such guarantee is provided to Advance at the time of practical completion of the works.

### **7.7 Information Updates**

As outlined in section 7.1, all Advance Contractors are expected to complete a pre-qualification questionnaire (PQQ). Updated copies of certification will be requested on an annual basis, and the full PQQ process will be completed every 3 years as a minimum.

### **7.8 Monthly Monitoring**

#### **7.8.1 Completion date monitoring**

The Estate Maintenance Team will review performance of Contractors on a monthly basis. Jobs completed during the previous calendar month will be assessed by completion date. Contractors will be monitored for jobs completed on time, or late. The performance of individual Contractors will be monitored and where there is a persistent failure to complete jobs on time, the Contractor could be put on hold by Advance, or where deemed necessary, removed from our approved supplier database. Where this is the case, the Contractor will be notified in writing by the Estate Maintenance Team.

#### **7.8.2 Customer Feedback**

Advance carry out monthly monitoring with our customers and seek feedback on jobs completed during the previous month. Feedback, positive or negative, will be recorded on the Contractor file. Negative, or persistent negative comments about the Contractor could result in being placed on hold by Advance, or where deemed necessary, removed from our approved supplier database. Where this is the case, the Contractor will be notified in writing by the Estate Maintenance Team.

## 8.0 Complaints and Feedback

### 8.1 Customer Complaints received by a Contractor

Advance has a formal complaints procedure and therefore all Contractors are required to act in a manner consistent with the procedure and those of Advance employees. Our complaints procedure is included within the induction and customer service training. The Contractor is responsible for implementing sufficient training and procedures to ensure their response and conduct is consistent with Advance.

**8.1.1** A complaint is defined as an expression of dissatisfaction by one or more members of the public about Advance's actions, or lack of action, or about the standard of service provided by or on behalf of Advance. There is a distinction between a complaint and a request for a particular service to be provided. Contractors must therefore consider:

- 1) What is the nature of the complaint?
- 2) What does the complainant want to achieve by complaining?
- 3) Are the complainant's expectations realistic and achievable?

**8.1.2** If a Contractor receives a verbal complaint from a tenant whilst at their property, the Contractor is responsible for recording the details so they can be communicated back to Advance. Since Advance follow a first call resolution principle and seek to address a customer's needs within the first contact, the Contractor is therefore expected to follow this approach; if action is possible to resolve the complaint, without additional cost to the Contractor or Advance, then the Contractor is expected to take this action, and:

- Offer an apology.
- Provide an explanation.
- Act to resolve the complaint.

Even when a complaint is resolved, full details must still be communicated to Advance via a Complaints Form, see section 8.2, so a record can be made in our formal complaint log.

**8.1.3** Where the Contractor can provide no immediate action to resolve the complaint, the Contractor is responsible for confirming to the tenant:

- Advance has a formal complaints procedure.
- All complaints received by Advance are logged and responded to within set timescales.
- That a Complaint Form will be completed by the Contractor.
- The Complaint Form will be forward to Advance within 24 working hours.
- The tenant will receive an acknowledgement from Advance that the complaint has been received and logged in the formal complaints register.
- The response to the complaint will be provided by Advance.

## 8.2 Complaint Forms

Blank Complaint Forms are issued to the Contractor at completion of the induction and customer service training. This is a template form where the Contractor is expected to capture the following information:

- Contact Name.
- Address.
- Contact telephone number and email address.
- Date of complaint.
- Nature of the complaint.
- Detail of the complaint.
- Resolution sought by tenant.
- Signed and dated by tenant.
- Signed and dated by Contractor.

All fields on the form are mandatory and must be completed in full by the Contractor. The completed form should be returned to the Estate Maintenance Team at Advance within 24 working hours of the complaint being received. It is the responsibility of the Estate Maintenance Team to record complaints received by this method in the Advance Formal Complaints Procedure.

## 8.3 Customer Complaints received by Advance

If Advance receive a verbal or written complaint about the conduct of a Contractor these will be dealt with by the Estate Maintenance Team and Advance's Formal Complaints Procedure will apply, this involves:

1. First call resolution by the Estate Maintenance Team
2. Where the issue cannot be resolved, the complaint will be escalated to Stage 1 of our process and there will be a further investigation by Advance. The outcome of the investigation is confirmed to the customer within 15 working days.
3. Where the investigation is deemed unsatisfactory by the customer, the complaint is escalated to Stage 2. The complaint is investigated by a Senior Manager and the outcome is confirmed to the customer by the Head of Estates, or where applicable, the Chief Executive within 20 working days.

Each complaint is investigated on the facts, however the general principles apply:

- Where a complaint is received regarding a Contractor, the complaint and outcome is recorded on the Contractor file.
- The Estate Maintenance Team is responsible for performance management of Contractors and will assess the number and nature of complaints recorded against a Contractor.
- A single complaint could be deemed sufficiently serious for a Contractor to be removed from our supplier register with immediate effect.
- Multiple complaints recorded against a Contractor could result in: suspension from

the approved supplier register, a formal request from Advance for training or removal from the approved supplier register.

#### **8.4 Feedback**

If Advance receive verbal or written feedback about a Contractor that is positive these will be dealt with by the Estate Maintenance Team. The feedback will be recorded on the Contractor file and communicated to the Contractor in writing. The Estate Maintenance Team will assess all positive feedback recorded against a Contractor as part of the performance management process.