



CODE

Policy Code: KH to complete

Subject/Title: Code of Conduct - Contractors

Business Units: The Community Housing Group & all Subsidiaries

Date of Document: July 2011

Date for Next Review: July 2014

Author(s): Head of CHGPS

Hyperlink to Board Approval/tracking: KH to complete

1.0 Introduction

- 1.1 The Community Housing Group (TCHG) as a Registered Housing Provider believes that all its customers have the right to expect the highest standard of conduct from its in-house Property Services Building and Environmental Operatives, Contractors and Sub Contractors.
- 1.2 TCHG will have regard to the Human Rights Act 1998 in the implementation of this Code.

2.00 DEFINITIONS

- 2.1 **A Contractor / Sub Contractor** (hereafter called the service provider) – A Company, (including CHG Property Services trade and environmental maintenance staff), partnership, unincorporated association, or single trader employed to carry out work on or around TCHG properties, or properties that TCHG are contracted to work on.

3.00 CODE

- 3.1 In carrying out its work, the Group is very much in the public eye and it is obviously important that public confidence in the integrity of the Group and that of its Service Providers is maintained. This Code seeks to protect such integrity by mitigating the potential risks arising from Service Providers activity. Service Providers which undertake work on or around Company properties should:

- Have regard for the reputation and interests of TCHG.
- Strive for the highest standards of care and attention in their work.
- Comply with all statutory requirements and at all times work within the law.

- Bring to the attention of the Group any departure from legal and statutory requirements, which may be encountered in the course of their duties.
- Respect the confidentiality of any information acquired during the course of their employment.
- Never abuse their position by accepting inducements or bribes or failing to declare a conflict of interest.
- Behave appropriately at all times and in accordance with the Standards contained in Appendix 1.
- Avoid extremes of dress for work and maintain a clean and tidy appearance. CHG Property Services trade and environmental staff to wear Group uniform at all times in accordance with the Group Corporate Dress Policy.

4.00 IMPLEMENTATION

- 4.1 This Code is applicable to all Service Providers.
- 4.2 It applies across the organisation and will form part of the pre tender documentation for all works.
- 4.3 All Service Providers will receive appropriate notification on the implementation of this Code.
- 4.4 Any breach of the Code may lead to action being taken against a Service Provider under the terms of the Contract.
- 4.5 The Code affects all Service Providers and details regarding this policy will be published on the Group's websites.

5.00 CONSULTATION

- 5.1 The Group will consult with all relevant stakeholders on any proposed changes to the Code in order to continually develop good practice in this area.

6.00 STANDARDS OF DELIVERY

- 6.1 The Group expects the highest standard of conduct from its Service Providers at all times.
- 6.2 The standards of delivery expected of all Service Providers are detailed at Appendix 1.
- 6.3 The performance of all Service Providers will be monitored via the Appointment and Use of Contractors and Technical Consultants Policy.

7.00 EQUALITY AND DIVERSITY/TRAINING

- 7.1 TCHG is committed to Equality and Diversity and has appropriate policies and procedures in place. All Service Providers are required to adhere to the Group's standards and requirements on Equality and Diversity in the performance of their work.
- 7.2 All employees and Service Providers will receive appropriate training/guidance in the implementation of this Code.

8.00 RESPONSIBILITY

- 8.1 The Director of Asset Management has overall responsibility for the operation of this code.
- 8.2 The Lead Officers who are responsible for the implementation of this Code are the Head of Repairs and Void Services (Repairs and Maintenance Department) and Head of CHG Property Services (Asset Management Department).
- 8.3 All Service Providers and their employees are required to abide by this Code.
- 8.4 All TCHG trade and environmental operatives are responsible for abiding to this code.

9.00 REVIEW

- 9.1 This Code of Conduct will be reviewed triennially by TCHG unless:-
- There are significant changes to legislation or regulation.
 - There are found to be deficiencies or failures in the code as a result of complaints or findings from any independent organisations.
 - Customer feedback necessitates a review.
 - Any changes to the Business Plan, Internal or External Audit, Risk Assessment and current Best Practice.

In any event this code of conduct will be reviewed no later than three years from the effective date of this version.

10.00 ASSOCIATED DOCUMENTS

Internal:-

- Appointment and Use of Contractors and Technical Consultants Policy
- Health and Safety Policy
- Equality and Diversity Policy

- Customer Care Policy
- Service Standards

External:-

- Current Health and Safety Legislation/Regulations

Code of Conduct - Contractors

Appendix 1

Standards of Delivery

A Schedule detailed below has been prepared to assist Service Providers in their dealings with customers and to ensure that they are aware of the standards that TCHG expects from those undertaking works on its behalf.

Service Providers are asked to make sure **all** their operatives are familiar with this document before commencing work.

TCHG Supervisors are responsible for making sure all their operatives are familiar with this document.

- | | | |
|----------------------------|------------------|---|
| | 1. ACCESS | |
| Times | 1.1 | Except in emergencies, visits should only be made at reasonable times (i.e., between 7.30 am and 7.00 pm, Monday to Saturday), unless alternative arrangements have been agreed by the customer. |
| Identification | 1.2 | Service Providers must show to the customer or member of their family the prescribed form of identification before seeking access. This identification must be in a sealed plastic wallet, showing a photograph of the operative and giving the name of the operative, the name of the contractor and the telephone number of TCHG in case verification needs to be sought. Where an operative is a trainee or an apprentice, their form of identification should be so marked. |
| Arrangements | 1.3 | Unless work is an emergency, it is essential for customers to be given adequate notice of the works to be undertaken. This would not normally be less than twenty-four hours. Arrangements can be made either verbally or in writing. |
| Broken Arrangements | 1.4 | Having made arrangements, please keep to them. More complaints are generated by broken promises than any other single problem. It can be particularly annoying if someone has taken time off work. If the contractor cannot make the appointment, the customer should be contacted and a new appointment made. |

Every effort should be made to keep to an appointment however if a broken arrangement is unavoidable (i.e., due to mechanical breakdown or sickness) please make sure that early contact is made to:

- a) Apologise to the customer;
- b) Explain the reason for failing to undertake the work; and
- c) Make a new appointment.

2. BEHAVIOUR

Service Standards

2.1 Service Providers must not forget that customers are paying for the work to be done. They may not actually be receiving the invoice but payment is made through their rent. They are therefore entitled to the same consideration and treatment as any other private customer.

Conduct

2.2 It is therefore essential to avoid the following:

- a) Rudeness and arguments.
- b) The use of radios, cassette players, etc.
- c) Over-familiarity or sexist behaviour.
- d) Derogatory or racist comments.
- e) Parking on grass verges, frontages, footpaths, communal areas, driveways or anywhere likely to cause obstruction.
- f) Smoking in or around TCHG owned property, vehicles, or a customer's home

Quality

2.3 The quality of workmanship must be of the highest standards, irrespective of the condition of the property.

Use of Property

2.4 Electrical supplies, sanitary facilities and cooking facilities in any TCHG owned property shall not be used by without the agreement of the occupier.

Telephone

2.5 Telephones located in any TCHG owned property shall not be used without the express permission of the relevant telephone line subscriber. Where permission is granted, the Service Providers should offer to pay for each

call. CHG Property Services staff are provided with mobile telephones.

3. SAFETY AND SECURITY

Protection of furniture, etc.

- 3.1 Customers' furniture and carpets should be protected by dust sheets. Service Providers are expected to move large items of furniture, etc., but if breakable or valuable items are present it may be advisable in the first instance to request the customer to move them to a safe place.

In the event of damage being caused by the Service Providers to items of furniture, carpets or valuable items, the contractor shall make good at his expense any damage caused and/or if necessary, replace such items, subject to such arrangements being agreed with the customer.

Safety

- 3.2 The Service Providers must at all times comply with all legislation, regulations and codes of guidance in relation to matters of Health and Safety. If, during the course of the works, the condition of the property becomes dangerous or unsafe then the Service Providers must ensure that adequate warning is given to the customer and or his/her family. Staff at CHG Property Services should be notified immediately for guidance. Obviously, particular attention needs to be given to take into account young children, the elderly and disabled. This duty of care extends to all persons likely to be affected (i.e., customers, visitors, neighbours, the general public, etc.).

Responsibility

- 3.3 The Service Provider will be responsible for security where the customers leave the Contractor/Sub Contractor/Consultant on site in their absence.

Draughts

- 3.4 Doors and windows should not be left open unnecessarily.

Materials

- 3.5 Any plant or materials should not be left in a dangerous or inconvenient position and agreement should be reached with the customer on the placing of such items.

Overnight	3.6	<p>If the job has to be left overnight, ladders should be stacked away and made secure, tools cleared away and all services reconnected.</p> <p>The property should be left clean and tidy. There should be no risk of danger to customers, visitors, neighbours or the general public. There should be no ingress of wind or water. The Service Provider should give to the customer an emergency phone number.</p>
Tools	3.7	<p>During the course of the works, the Service Provider is expected to use his/her own tools and equipment. If power is required then a generator should be used or an agreement reached with the customer regarding electricity used. The Service Provider must reimburse the customer for the cost of any electricity used. Under no circumstances should the Service Provider use the customer's tools.</p>
Gardens	3.8	<p>Possible damage to plants, trees, paths, fences, hedges, sheds, greenhouses, etc., should be minimised. Where there is a risk of damage, the matter should be brought to the attention of the customer. In the event of damage being caused the Service Provider shall make good at his expense the damage and or replace damaged plants, trees, etc., subject to the arrangements being agreed with the customer.</p>
Adjoining Properties	3.9	<p>No Service Provider shall trespass on adjoining properties where work necessitates access to an adjoining property without having first sought and obtained permission from the adjoining owner or tenant of that property.</p>
Trainees	3.10	<p>Apprentices or trainees should not undertake work unless accompanied and supervised by an experienced or qualified operative.</p>
Silencers and Dust Extractors	3.11	<p>Compressor and pneumatic percussive tools should be fitted with a silencer and dust extractor recommended by the manufacturer.</p>

4. **OTHER PROBLEMS WHICH OCCUR WHILST AT THE PROPERTY**
- Additional Jobs** 4.1 Customers often require further works to be undertaken whilst the Service Provider is at the property. Under normal circumstances this is not allowed.
- The customer should be advised to immediately make a separate request to TCHG.
- Parts** 4.2 If parts are required for a job and these are not readily available then the customer and TCHG should be advised that this is the case and given some indication of the likely time-scale. It may be necessary to make new access arrangements.
5. **LEAVING PROPERTY**
- Completed Work** 5.1 When the job is completed, the Service Provider must make sure the customer is satisfied and that the area where the works have been undertaken is left in a clean and tidy condition. They should also check that all the services are in working condition.
- Uncompleted Work** 5.2 Should it not have been possible to complete the work, the Service Provider is required to ensure that the property is safe and proper arrangements made for the work to be completed. The customer and TCHG should be made aware of such arrangements.
- Rubbish** 5.3 Old materials and rubbish should be removed regularly, preferably daily, and no rubbish is to be left on site on completion of the works. Ballast, sand, etc, should be removed and the area swept and 'washed down' at completion of works. The property should be left clean and tidy. Where necessary, the Service Provider must vacuum clean.
- 5.4 The Service Provider must check with the customer they are satisfied with the work before leaving the property.

OTHER OBLIGATIONS

Contractors/Sub Contractors/Consultants should note that other obligations may be imposed by virtue of specific contractual arrangements with TCHG. Where there is a conflict between such obligations and those imposed by this Code, the former will take precedence. Note that separate Health and Safety Policies and Procedures also apply.