**Please note that this document is an unfinished draft. It is not a template. Foot Anstey LLP has no responsibility towards any other party seeking to make use of this draft document and anyone doing so is advised to take additional legal advice before doing so.**

**Lockleaze Neighbourhood Trust ("LNT") is committed to ensuring that it provides an excellent service to its Project participants. We are also committed to high standards from the contractors who we refer our participants to, and the other companies with whom we work in partnership. We want to develop long-term, mutually beneficial working relationships.**

This Code of Conduct sets out the standards that contractors will deliver to our Lockleaze Project Participants. Contractors must comply with the terms set out in this Code of Conduct in addition to the terms and obligations set out in the main framework agreement and relevant Order Forms for the Contractor's services. The requirements set out for each Contractor also apply to sub-contractors, planned maintenance contractors and consultants, although not all are directly relevant.

The Director or person in charge of the Contractor company is required to sign the ‘acceptance form’ at the end of this document.

A breach of any of the terms of this Code of Conduct may result in the Contractor no longer receiving work from LNT and the relevant agreement for the Contractor's Services to be terminated.

Any terms which are not clear or defined in this Code of Conduct are set out in the relevant agreement for the engagement by the LNT of the relevant Contractor's services.

For the avoidance of doubt: the Participant will be the person (or body) which owns the relevant Property in which the works/services are to be provided and has signed an Order Form for such services. The Participant may, however, not occupy the Property itself, and the Property in question may be occupied by an Occupant (who has signed a separate Letter of Consent for access) and other residents. Where the obligations upon the Contractor under this Code of Conduct are in relation to a Participant and/or an Occupant and relate to the services to be provided in relation to a Property, those obligations may, where applicable and reasonable, extend to other residents of the Property, even where it has not been expressly set forth.

Any questions on the Code of Conduct should be directed to LNT's Project Manager – [INSERT NAME AND NUMBER]

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**Excellent Service**

The Contractor must be committed to providing an excellent service to LNT and the Project Participants, including meeting all the standards in this document.

The Contractor must be committed to the principle of continuous improvement in their service. They must be ready to work with LNT to identify better ways of working which enhances the services delivered to LNT and Project Participants.

**Selection of contractors**

The Contractor must have an appropriate number of staff with the relevant skills, competence, experience and overall ability to deliver an excellent service to the standards required, and to meet the service expectations of LNT.

For example, it is important that the Contractor engages an appropriate number of employees and personnel who can speak English, where relevant and necessary, to enable them to communicate clearly with English-speaking Project Participants, Occupants and residents of the Properties.

The Contractor must ensure that, prior to commencing the Services, it has undertaken appropriate internal checks to ensure that it has the necessary resources and personnel with sufficient experience and skills appropriate to undertake the Services and to meet service expectations. The Contractor further agrees to allow LNT to undertake any reasonable checks it requires to assure itself, prior to the commencement of any Services, that the Contractor will be able to fulfil the Services appropriately.

**Construction skills**

The Contractor should ensure that their employees and personnel hold the appropriate qualifications, experience and consents to show that they are competent for the job which they will be required to fulfil in undertaking the Services. All employees and personnel of the Contractor must have a clear understanding of their obligations and rights in respect of health and safety including in respect of health and safety law, their relationship with the Contractor and in relation to Participants, Occupants and residents of the Properties, visitors or other people who may be affected by their undertaking of any part of the services.

One factor which will be indicative that the employees and personnel have some understanding and training in relation to health and safety will be that each such individual holds a Construction Skills Certification Scheme (CSCS) card.

Skills Direct is a quick and easy way to get qualified and get a card. Details are at www.cskills.org/cardschemes

**Training**

Contractors must ensure that their employees and personnel have relevant up-to-date training to ensure that they are fully competent to deliver their work tasks.

**Criminal records bureau checks**

Contractors are responsible for checking that their employees and personnel do not have an unsuitable background, particularly in relation to working in properties which house vulnerable adults and children.

Where the Contractor is to work on an assignment that involves them being in regular contact with vulnerable adults or children, the Contractor is required to use employees and personnel who have a valid Criminal Records Bureau check, and those checks have successfully indicated that they are suitable for working in such environments. See www.crb.gov.uk for further information.

**Equality and diversity**

LNT is committed to actively engaging with the diverse communities we serve and work within, and to promoting equality and diversity in all of its activities and services that participants in its projects receive. In particular, LNT is committed to ensuring that everyone has equal access to its projects. LNT actively seeks to prevent any discrimination in recruitment, employment, and training; and this applies to its approach towards engaging contractors and suppliers.

The Contractor must ensure that recruitment of employees and personnel is carried out in a non-discriminatory way. LNT may undertake periodic monitoring to gauge whether the Contractor is implementing a fair and legal equality and diversity policy, with particular focus on non-discrimination in both its appointment and treatment of its staff employed and suppliers engaged and the Contractor agrees to assist LNT in undertaking any such checks.

The Contractor must ensure that its employees and personnel are committed to equal opportunities and treat all LNT staff, Project Participants, Occupants and Property residents, and visitors and any subcontractors and suppliers with equal respect whatever a person’s race, colour, ethnic or national origin, religion, sex, age, sexuality, HIV status, physical or mental disability, state of health, appearance, marital status, family circumstances or offending background. Contractors must accommodate, so far as possible, any special needs of Project Participants, Occupants and residents of the Properties.

**Sustainability**

Contractors should ensure that they work in accordance with LNT's commitment to environmental sustainability. This should include:

**Transport** - the use of low carbonemission vehicles wherever practicable, and planning of work to minimise travel distances;

**Waste** - a reduction and minimisation of waste on site, and therecycling of materials wherever possible;

**Materials** – to the extent that such materials are suitable and meet the standards required, the use of materials whichinvolve the minimum environmental and social impact, wherever possible, e.g. recycled materials, and Forestry Stewardship Council approved woods;

**Energy** - initiatives to improve the energyefficiency of their work activities; and

**Monitoring** - maintaining appropriateinformation on the above activities to enable their performance to be monitored by themselves and by LNT.

**Job instructions (Reactive repairs)**

Job instructions (orders) may be issued to contractors in a variety of mediums; fax, e-mail, letter, electronic transfer. Contractors are required to keep LNT informed about the status of an order so that it can provide good customer service to Project Participants.

LNT provides two methods of enabling contractors to update the status of job orders:

1. Contractors must ensure that they can meet the completion date deadlines for their works. If the Contractor needs to rearrange the appointment to a different date or time, e.g. because of bad weather conditions, the Contractor must call the relevant resident of the Property as soon as is reasonably practicable in order to rearrange and agree on a mutually convenient time. [Any such rearrangement to the date shall be notified to LNT. There is no need to notify LNT if the work can be completed within the original timescale].
2. The Contractor must inform LNT and the relevant Project Participant and relevant Occupier(s), immediately upon receipt of an order if work cannot be completed for any reason, e.g. the unavailability of parts or materials, or the Property resident has requested another appointment.

Failure to complete the work by the required date may trigger the right of the Project Participant and/or LNT to terminate the Agreement between itself and the Contractor and for the Participant to complete the relevant Services itself and/or arrange for other entities to do so at the Contractor's cost.

If it becomes apparent during a site visit that additional work is required, the Contractor may either proceed with the additional work up to an agreed ‘variation level’ which has been authorised by LNT or Project Participant or, where the work exceeds the variation level, must report this to LNT and the Project Participant.

Consistent failure to complete Services and works within the agreed time may result in a suspension or termination of the Framework Agreement with LNT and/or the termination of remaining or outstanding Order Forms with Participants.

**Completion of job instruction (Reactive repairs)**

The Contractor must inform LNT and the relevant Project Participant as soon as works/Services have been completed. Contractors who fail to provide completion information in a regular and timely manner may result in a suspension of work orders and/or the Framework Agreement from LNT and/or the termination of the relevant services Order Form. Invoices should be submitted promptly. Where a completion date has not been provided because an invoice has not been submitted for work undertaken, the Contractor will be responsible for supplying a report on completed orders to LNT no later than one week following the completion of each relevant piece of work.

**Work arrangements**

The Contractor (including its sub-contractors) must provide their employees and personnel with an identity card showing the name, address and telephone number of the main Contractor company, and a photograph which should be displayed clearly. The identity card should be replaced as necessary to keep it up-to-date.

Contractor employees and personnel should be presentable in their appearance, with clean overalls in good condition, and equipped with all necessary personal protective equipment. The Contractor's company name and insignia should be displayed on all Contractor company vehicles.

Contractors are responsible for supplying and bearing the cost of all necessary plant, scaffolding, staging, temporary covering, dust sheets, tarpaulin, disposable ‘over-shoe’ protectors, tools, equipment, transport, labour and materials for the proper execution of works. Contractors shall provide all necessary and properly erected protection and screening for the Property, and any adjacent properties at all times. Any instruction given to any of the Contractor's employee(s) or personnel by LNT or the Project Participant as applicable shall be deemed to have been issued to the Contractor directly.

Contractors must ensure that all properties and sites at which Services and works are undertaken are left in a clean, tidy and safe condition.

**Materials and workmanship**

The Contractor shall ensure that all materials and workmanship used in undertaking the Services must be in accordance with the appropriate British, European and/or International Standards (BS, EN, ISO). In addition, materials should be sourced, where relevant, from LNT's suppliers instructed by LNT to the Contractor. Where no supplier is specified by LNT, the Contractor must use the most suitable materials, plant and equipment which can be reasonably obtained, in accordance with the Contractor's sustainability obligations set out above.

**Health and safety**

The Contractor must conform to all relevant health and safety legislation and standards, in particular by ensuring the health and safety of its own employees and Personnel and LNT employees and personnel and Project Participants, Occupants and residents of the Properties during the course of the work and services being undertaken. The Contractor must ensure that:

* risk assessments have been undertaken, and adequate precautions taken, including first aid provision;
* their employees and personnel and Project Participants, Occupants and residents of the Properties are provided with the information and instructions needed to ensure health and safety;
* their employees and personnel are provided with training on health and safety risks and precautions to take, and particularly in relation to Project Participants, Occupants and residents of the Propertiess, children and other vulnerable people.

From 1 April 2009 all contractors will be required to be registered with the Contractors Health and Safety Assessment Scheme (CHAS). See www.chas.gov.uk

The Contractor must maintain records to show that their employees and personnel have received appropriate information, instruction and training on specific health and safety risks, e.g. to meet the duty in regulation 10 of the Control of Asbestos Regulations 2006, and make their training records available on request at their LNT liaison meetings.

The Contractor must halt work immediately if it encounters any hazards which it is unqualified to or uncertain of addressing (e.g. asbestos) and should notify the appropriate specialists/ authorities and Participants of the problem.

The Contractor must notify any accidents, hazardous events, or incidents in which the there was a risk of danger or harm being caused to people or Property or any such other 'near misses' to the relevant Participant and LNT. Failure to do so may result in the Contractor no longer receiving work from LNT. Contractors must also inform the Health and Safety Executive of any notifiable incidents.

Contractors are responsible for raising any health and safety concerns or issues with the LNT Project Manager, [at their liaison meetings, including any perceived weaknesses in arrangements for health and safety.

**Defects**

Without prejudice to other claims, the Contractor will be expressly responsible for defects in either workmanship or materials supplied by it for at least six calendar months after date of the relevant work/service completion (this may vary depending upon the terms of the contract with LNT and the Participant). The exceptions to this are works where a guarantee in excess of six months may exist such as damp proofing or timber treatment and works where a guarantee of a lesser period applies. The Contractor shall be required to make good, at its 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 the Participant or LNT (as applicable) at the time of practical completion of the relevant works.

**Probity**

the Contractor and its employees and personnel must not lobby or canvas a committee member or an employee of LNT or Participant in an endeavour to obtain work.

The Contractor and its employees and personnel must not offer gifts in kind to any employee of LNT. Any offers of hospitality or gifts at Christmas [will/will not be] accepted by LNT employees.

The Contractor and its employees and personnel are expected to bring to LNT's attention any possible conflicts of interest, or breaches by LNT employees of these rules.

**Data protection**

The Contractor and its employees and personnel are required to comply with the requirements of the General Data Protection Regulation 2018. To meet these duties, the Contractor and its employees and personnel are required to maintain a duty of care when processing and storing information relating to Project Participants, Occupants and residents of the Properties. Information relating to any Project Participants, Occupants and residents of the Properties should:

* + be held only for the purpose of delivering the specific service that has been contracted for, for example to make appointments with the Project Participants, Occupants and residents of the Properties and to attend the relevant Properties to perform Services . It should not be used for any unrelated purposes;
	+ be adequate, relevant and not excessive in relation to the purpose of delivering that service;
	+ be subject to appropriate security measures to guard against loss or unauthorised access, for example being kept in a locked cabinet and/or password protected and encrypted if stored electronically;
	+ not be kept for longer than necessary, and disposed of in a confidential manner; and
	+ not be transferred outside the company without the express permission of LNT (where it relates to LNT information) and the relevant Participant/Occupant.

**Value for money**

The Contractor must ensure that its pricing offered to Participants is in line with costs agreed with LNT and at all times reasonable and competitive. Invoices must be accurate in relation to the work delivered. LNT reserves the right to terminate a contract (subject to contract conditions) where the Contractor is found to have over charged either LNT or a Participant. If LNT suspects that the Contractor has committed fraud or attempted fraud then LNT may undertake an investigation, and where appropriate inform the police, and/or taking action against the Contractor.

**Insurance**

The Contractor must maintain adequate insurance, including adequate protection for the safety of Project Participants, Occupants and residents of the Properties and the general public, and indemnify LNT and Project Participants against all injury and death to persons and damage to property ([minimum £5 million]) for each incident per year. Where required, professional indemnity insurance should not be less than [£1 million] for each incident per year. When requested by LNT, the Contractor shall provide copies of their insurance policies or other such details for examination.

**Invoicing (Reactive repairs)**

The Contractor should send all invoices (in the format prescribed in the Contractor contract) to LNT (where LNT is the payee) or the Participant (where the Participant is the payee). Payment will not be made unless the complete information is provided, including the correct job number and works completion date (this includes the time of completion for emergency repairs which must be completed within 24 hours from the issue of the order).

The Contractor shall not submit an invoice for a job that is yet to be completed. Where omissions or additions apply to the original works order, these should be discussed with the surveyor and the Contractor must await receipt of a written/verbal site instruction. Invoices submitted for work not done or not covered by a site instruction may entitle a Participant and/or LNT to terminate its relationship with the Contractor

If there are deliberate attempts to obtain payment for work not done or not authorised by written site instruction, LNT and/or the Participant may take whatever action may be necessary and may recover all losses suffered and costs incurred from the Contractor.

**Invoicing (Planned maintenance)**

Contractors should prepare their invoice in the format prescribed in their contract. Generally, this will be a ‘certificated’ payment. The invoice will be agreed by the project/ contract manager in the case of LNT, and the relevant Participant in the case of payments due from the Participant, who will prepare and authorise the ‘payment certificate’ which will be processed for payment.

**Invoicing (General)**

LNT's Accounting Department is responsible for resolving invoice queries in respect of payments due (if any) from LNT in the first instance. Meetings can be arranged to discuss problems. Issues related to invoicing will form part of the standard agenda at liaison meetings.

**Monitoring performance**

Contractor performance will be monitored by LNT. Meetings will be arranged to review performance and will monitor: deadlines for completion of work; quality of work; complaints; key performance indicators; health and safety and problems arising/areas for improvement.

The meetings will provide an opportunity for LNT and Contractor to discuss the operation of the contract. Please note that the frequency of meetings may vary in line with the volume of work being undertaken.

Consistent poor performance may result in the Contractor no longer receiving Order Forms or referrals to prospective participants from LNT and/or the main Framework Agreement between itself and LNT being terminated.

**Customer focus**

the Contractor must deliver a service and to standards which meets the needs of Project Participants, Occupants and residents of the Properties. This will include:

* + making and keeping appointments for all repairs and visits;
	+ notifying the relevant Project Participants, Occupants and/or residents of the Properties within 24 hours’ notice where unavoidable delays arise;
	+ communicating with the relevant Project Participants, Occupants and/or residents of the Properties about the work to their home, in a way that is clearly understood;
	+ completing repairs to a high standard, within the specified target time, and within one visit wherever possible;
	+ respecting the homes, contents and environment of Project Participants and Occupants;
	+ delivering the Services with a friendly, helpful, considerate, informative and professional approach;
	+ respecting the safety of the relevant Project Participants, Occupants and/or residents of the Properties' .

**Access to properties**

The Contractor must

* make advance appointments before visiting any the relevant Project Participant, Occupant and/or resident of the Properties.
* confirm that a resident (18 years and above - see paragraph below) will be present to provide access.
* not enter resident homes where the occupant is, or suspected to be, under 18 years of age and alone in the home. The contractor will inform the relevant Participant and LNT of this reason for failing to gain access.

If the Contractor cannot obtain access to the relevant Property, a calling card must be left requesting the resident to call the Contractor to arrange another appointment.

Where the Contractor has been unable to gain access to the relevant Property, it shall attempt to revisit the Property in accordance with its requirements to agree on an alternative visit date, on at least two occasions and inform LNT and the relevant Participant of any failure to gain access. A calling card should be left by the Contractor each time access is not provided. This requirement to revisit twice shall not be applicable to emergency orders.

If the Contractor is running late to a Property visit, it must notify the relevant Property resident immediately. If the Contractor requires the rescheduling or cancellation of a booked appointment for any reason it must notify the resident immediately, providing a minimum 24 hours’ notice and a new appointment arranged. It should not be left to the resident to call and chase.

If the resident does not allow access to their home to complete the works, the Contractor must not argue with the resident but must notify the relevant Participant and LNT immediately. The Contractor must not allow itself or any of its employees or personnel to be drawn into an argument with the resident or retaliate when provoked. In special circumstances where the Contractor has been provided with keys to a Property, the Contractor still must ensure that its employees or personnel still knock or ring the doorbell of the main entrance to the Property before entering. The Contractor , its employees or personnel must also announce their arrival upon entering to double check that nobody is present, or to ensure that the resident is aware that they are in the Property.

LNT may (but is not obliged) to operate a compensation scheme for Project Participants where repair or installation appointments are broken. For any appointment which is not kept or for which the Contractor is more than one hour late, the Contractor may be required to have up to £10 per incident deducted for each applicable appointment from monies it would otherwise be owed by the Participant or LNT as applicable. The Contractor will be invited to respond to a Project Participant's claim before any decision is made.

**Approach to Project Participant (Including vulnerable participants)**

LNT will aim to notify its contractors where relevant where it is aware of any relevant Project Participant, Occupant and/or resident of the Property which has special needs or vulnerabilities, or where there is a risk that a resident might be aggressive. In such cases, special visiting arrangements might be needed.

In any case, on its initial encounter with any Project resident, the Contractor shall ensure that it and its employees and personnel where relevant, seek to identify if the resident has any special needs or vulnerabilities which need to be accounted for in delivering the services, for example:

* elderly residents may have poor hearing or sight and the Contractor may need to give extra time and effort to ensure that they are clear about the work being undertaken, and to ensure that their concerns and interests are addressed.
* additional measures may be needed to secure the health and safety of elderly participant or those with learning disabilities. The Contractor should not assume that they can apply the same standards as in a typical family household.

Where the Contractor is concerned about a resident’s vulnerability and is unsure how to proceed, it must contact LNT for advice.

**Equality and diversity**

The Contractor must ensure that the same quality of service is delivered fairly to all Project Participants, Occupants and residents in the relevant Properties, whatever a person’s race, colour, ethnic or national origin, religion, sex, age, sexuality, HIV status, physical or mental disability, state of health, appearance, marital status, family circumstances or offending background.

The Contractor must respect the diverse nature of all Project Participants, Occupants and residents in the relevant Properties. The Contractor must accommodate, so far as possible, any cultural or other particular views or concerns of Project Participants, Occupants and residents in the relevant Properties.

**Standards on site**

The Contractor's employees and personnel must always show their identity card upon greeting the Project Participant, Occupants or resident in the relevant Properties prior to commencing the services at the Property.

The Contractor should inform the relevant Project Participant, Occupant or resident in the relevant Properties of the expected duration of works and the rooms or areas it is likely to work in. The Contractor should also inform the relevant Project Participant, Occupants or resident in the Property if there is likely to be much movement of people and equipment in and out of the Property.

The Contractor must maintain a friendly, helpful, considerate, informative and professional approach at all times. Anger, aggressiveness, rudeness and over-familiarity are not acceptable.

The Contractor should seek permission from the relevant Project Participant, Occupant or resident in the relevant Properties if a kitchen or bathroom is likely to be needed for any washing/cleaning.

The Contractor should carry out services and work with the minimum inconvenience to the Project Participant, Occupant or resident in the relevant Properties or the occupants of adjoining properties. Lack of consideration such as causing excessive noise or leaving doors and windows open unnecessarily is not acceptable. At no time should audio equipment (radios, cassette or CD players or similar equipment, including headphones) be played in or around occupied homes, unless the relevant Project Participant, Occupant or resident has given prior consent.

The Contractor should maintain a clean working environment. The Contractor must take adequate precautions to protect the resident’s belongings and furnishings. Items of the residents (e.g. chairs, tables and ladders) should not be used without prior permission from the relevant resident. Any damage will be the responsibility of the Contractor. The relevant Project Participant, Occupant or resident should be consulted prior to moving possessions, such as furniture and televisions, from one room to another.

The relevant Project Participant, Occupant or resident should be asked to move breakable/ valuable items to a safe place, including floor coverings where necessary.

The Contractor should ensure that it, its employees and personnel bring their own mobile telephone to Properties in order to make and receive required calls. The resident’s telephone should not be used. If use of the resident’s telephone is necessary, prior permission from the relevant resident or Occupant must first be sought and payment for the call must be offered.

The Contractor, its employees and personnel must have respect for Project Participants’ Occupants' and residents' gardens, including trees, shrubs and local wildlife. The Contractor, its employees and personnel should avoid walking on flower beds or garden displays unless absoluely necessary for the works. The Contractor, its employees and personnel should not trespass on adjoining properties. If it is necessary to carry out works from adjoining properties, then proper notice should be given and permission sought from the relevant owner or occupant. The Contractor will be directly liable for any damage caused to such property/ies.

If the Contractor, its employees or personnel have to leave the premises with work incomplete the Contractor, its employees or personnel must explain the reason to the resident, confirm the date for return to complete the works, and contact LNT to advise them accordingly.

Smoking is not allowed in Project Participants,’ Occupants' and residents' homes.

**Health, safety and welfare**

The Contractor must employ safe working practices whilst working on Project Participant's Properties, and particularly to ensure the safety of Project Participants, Occupants and residents, including children.

The Contractor should explain to Project Participants, Occupants and residents the work being undertaken, the related risks, and the preventive measures that are being used to ensure safety.

The Contractor must provide adequate barriers and take other protective measures necessary to ensure a safe working environment, and particularly to prevent children from gaining access to tools, materials, ladders etc. the Contractor must also ensure the safety of pets in the relevant Property.

Where the Contractor, employee or personnel encounters any work situation which it is unsuitable, and which it believes to be unsafe, they shall contact the relevant person at the Contractor Company responsible and they must either resolve the issue with the Participant, and contact LNT accordingly.

The Contractor should not proceed with the work until it is satisfied that it is safe to do so.

Any accident or near-miss within a Property or on-site should be reported to the relevant Participant and LNT and reported back to the Contractor Head Office.

The Contractor, its employees and personnel are expected to recognise when a Property resident is vulnerable, e.g. frail, hard of hearing, and to ensure that the vulnerabilities are considered during the course of the work, and in consultation with the resident where appropriate.

Where the Contractor has any concerns about the health, safety or welfare of a Participant or Occupant including children, the Contractor should notify LNT.

Where the Contractor, its employees and/or personnel are concerned about any aspect of health and safety in a Property it should be reported immediately to LNT and the Contractor's Head Office.

**Misbehaviour**

The Contractor should notify LNT of any incident of inappropriate or offensive behaviour by Project Participants, Occupants or residents, including the use of racist or sexist remarks, innuendoes, or use of illegal drugs.

Any allegation by Project Participants, Occupants or residents or LNT staff of misbehaviour, including harassment, by the Contractor, its employees or personnel will be fully investigated and LNT expects full co-operation from the Contractor as part of this process.

**Threats**

The Contractor will be advised, where known, of potentially violent or aggressive Project Participants, Occupants or residents and will be expected to take adequate protection to deal with the situation taking all reasonable precautions such as bringing a second employee/personnel and mobile telephone where appropriate. In exceptional circumstances LNT will assist the Contractor by jointly visiting the Property, where this is agreed to be appropriate.

If the Contractor, its employee or personnel feel threatened, the Contractor or the relevant personnel should withdraw immediately, leaving the work in a safe condition if at all possible, and report the situation immediately to LNT.

**Project participant complaints**

The Contractor, its employee and personnel must not argue with Project Participants, Occupants or residents if they complain about the standard or quality of work. The relevant complainant should be referred to the Contractor's head office and LNT's project manager. The Contractor must not discuss the workmanship of another contractor with the resident.

**Confidentiality**

The Contractor, its employees and personnel must treat Project Participant’ details i.e. names, telephone numbers etc., as confidential, and shall in no circumstances disclose or discuss any information whatsoever regarding Project Participants, Occupants or residents' circumstances, lifestyle, health details etc, to any third party.

**Gas/electricity used**

If the use of gas or electricity is necessary, apart from testing appliances, the Contractor must make sure that an agreement has been reached with the relevant Project Participant, Occupant or resident. Where significant gas or electricity is needed, both the Contractor and the relevant Project Participant, Occupant or resident should take meter readings and the Contractor should reimburse the relevant Project Participant, Occupant or resident for the cost of energy used. Ideally, where substantial use of electricity is anticipated the Contractor should provide a portable generator. When undertaking work of a substantial nature on a Property whose supplies have been disconnected, the Contractor should take readings from the meters. The Contractor should then arrange for a temporary builder’s supply to be connected, or provide power from a separate source and will be responsible for paying for this during the works period. Meter readings should be confirmed once the work is completed.

**Leaving and finishing work**

When leaving work unfinished for a period of time or overnight the Contractor must warn the relevant Project Participant, Occupant or resident and where relevant/necessary, neighbours of potential hazards and take necessary steps to ensure the safety of the public. Tools and equipment must not be stored within an occupied Property overnight. The Contractor should ensure that the relevant Project Participant, Occupant or resident is fully informed about when the Contractor will return to the Property. Tools and equipment left in unoccupied properties are the responsibility of the Contractor.

The Contractor should ensure that the Property is wind and water-tight and that all services are safe for use if work is unfinished at the end of the day. The Contractor must also ensure that the relevant Project Participant, Occupant or resident is left with cooking, washing and toilet facilities. If necessary, temporary provision should be made, and LNT should be notified accordingly.

Ladders or any means of access shall not be left where they will make burglary, house breaking or trespass possible, or where any damage may occur. Ladders should be ­removed from site each night or securely­ padlocked.

If used, the removal of any scaffolding should be timely, i.e. removed as soon as it is no longer required. However, LNT and relevant Participant should be informed beforehand if an inspection of the work is required.

All debris must be cleared at the end of each day and as soon as work is completed. The area of work should be left in a clean and tidy state. The relevant Project Participant, Occupant or resident must be informed when work is finished. Where required under the contract, the Contractor should ask the relevant Project Participant, Occupant or resident to sign a satisfaction form at the completion of the work.

If the relevant Project Participant, Occupant or resident offer gifts of any kind the Contractor should politely decline the gift.

Unoccupied properties must be properly locked and secure at any time when the Contractor leaves such Property.

Keys for unoccupied properties must always be returned to the relevant Project Participant on the day that works are completed. The security of the premises is the Contractor's responsibility whilst the keys are in its possession. The Contractor must take all reasonable care to prevent unauthorised entry into the Property.

**Monitoring performance**

The Contractor shall at all times allow reasonable access for the relevant Participant and LNT officers or their consultants to inspect work in progress, or upon completion.

**Acceptance of Code of Conduct for maintenance contractors**

I/We as sole proprietor/director of the Contractor company named below, hereby give confirmation that we have received, have read and agree to abide by the Code of Conduct issued by Lockleaze Neighbourhood Trust.

I/We also confirm that all relevant employees, personnel and subcontractors of this Contractor company will be provided with a copy or summary of this Code of Conduct and will be made aware of the consequences of a breach of the terms contained therein.

|  |  |
| --- | --- |
| **Company name:** |  |
| **Address:**  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Name of contractor/consultant: |  | **Date:** |  |
| **Name:** |  |  |  |
| **Position:** |  |  |  |
| **Signed** |  |  |  |