

REACTIVE MAINTENANCE POLICY



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SECTION 1 – GENERAL POLICY

1.1 Aims

The Association aims to provide a high quality, prompt and efficient service for day to day reactive repairs and an effective emergency repair service inclusive of out-of-hours cover.

We expect high standards of workmanship and service from contractors and aim to ensure value for money in all aspects of reactive repairs.

The policy operates to meet obligations in Common Law and within the statutory legal framework provided by the Housing (Scotland) Act, 2001 and other relevant legislation such as the Gas Safety (Installation and Use) Regulations, 1994.

The policy aims to ensure compliance with the published SFHA, CoSLA and Scottish Government Performance Standards and to reflect good practice.

The main relevant Performance Standard is Activity Standard AS2.1: Repairs

We provide an efficient and effective responsive repairs service for our tenants.

1.2 Definitions and Remit

Reactive repairs are those arising from a request from tenants or staff. These repair requests are processed in accordance with this policy which details the division of responsibility between landlord and tenant, response times, rechargeable items and contractual arrangements.

Reactive maintenance also covers the servicing of equipment such as gas boilers and routine maintenance of gardens and landscaped areas.

New build schemes within defects periods will fall under the remit of reactive maintenance for all repairs reported by tenants or staff after handover to the Association on completion.

Only those contractors who meet all criteria for the Association's approval list will be used to carry out repairs.

1.3 Objectives

The objectives of this policy are:

- To deliver a customer responsive service to tenants in a way that is sensitive to individuals own circumstances.
- To provide a quality, safe, secure and healthy living environment for tenants in a cost effective way.
- To ensure that legal requirements and contractual obligations under the Tenancy Agreement are met.

- To enable the Committee and management to monitor the repairs function and quality of service delivery.
- To achieve a high level of customer service by ensuring agreed target response times for requested repairs are met.
- To minimise void repair times limiting rental loss to the Association.
- To protect the asset value of the Association's housing stock through maximising the life of components and minimising the risk of defects occurring.
- To provide for tenant involvement in the maintenance process and ensure customer feedback is at the core of service improvements.
- To ensure that reactive maintenance contributes to the implementation of the Association's Sustainability Policy.

1.4 Links to other Policies

The Reactive Maintenance Policy has direct links to the following other policies and the content should be cross referenced with these documents:

- Void Management Policy
- Estate Management Policy
- Planned Maintenance & Major Repairs Policy
- Procurement Policy
- Internal Audit Policy
- Health & Safety Policy
- Development Strategy
- Finance/Budget Policies
- Equal Opportunities Policy
- Tenant Participation Policy
- Scottish Secure Tenancy Agreement
- Sustainability Policy
- Debt Recovery Policy

1.5 Tenant Involvement

The Association recognises the importance tenants place on receiving a high quality responsive repairs service.

To ensure that tenants know how to access the service and have accurate advice on the repairs we carry out, detailed information is contained in the Tenants Handbook, which is distributed to all households. In addition, maintenance responsibilities are fully explained as part of the sign up procedure at the commencement of a tenancy and raised at the Post Allocation Visit

The Association will give particular attention to tenants with special requirements such as those caused by communication problems or reading difficulties for example.

Regular updates on how to report repairs, emergency contact details and information on issues such as the Right to Repair are provided through the Tenant's Newsletter.

The Association will collect feedback from tenants as to their satisfaction with repairs undertaken in their property. Each repairs instruction will be copied to the tenant and this notice will ask for comments on satisfaction with all aspects of the work. Responses will be monitored by the Maintenance Manager and reported quarterly to the Housing Management Sub Committee within the maintenance report. The Association will investigate all complaints or negative comments on satisfaction regarding repair work and provide a full response to the tenant outlining any action which has been taken. This will be undertaken by the Maintenance Manager. Maintenance Officers will also seek and record comments from tenants on satisfaction with repair work which is subject to a post-inspection visit. (see section 2.6 below)

The Association's Tenant Participation Strategy establishes the framework for tenant consultation and Castlehill will seek out, and listen to, the views of tenants on relevant maintenance issues or proposed changes to the service which would impact on tenants. This process may take place through the Tenant Participation Steering Group or on a scheme by scheme basis dependent on the relevant issue.

1.6 Responsibilities and Reporting

The Management Committee is responsible for the overall control and monitoring of the Association's maintenance functions, including reactive repairs. The Director of Housing Services will ensure that the Committee is advised of all relevant information relating to reactive maintenance to enable it to effectively monitor the service and will be responsible for the implementation of Committee decisions.

The Director of Housing Services has responsibility for reviewing the performance of the reactive maintenance function and for carrying out appropriate monitoring through Internal Audit measures in line with Association policy.

The Finance Director is responsible for incorporating appropriate finance for reactive maintenance into the annual budget and will do so in consultation with the Director of Housing Services and Maintenance Manager.

Operational responsibility for the reactive repairs service lies with the Maintenance Manager, under the supervision of the Director of Housing Services. Implementation of this policy on a day to day basis will be carried out by the Maintenance Manager who will ensure that comprehensive procedures are in place to guide staff in applying policy correctly. The Maintenance Manager will co-ordinate and supervise the work of reactive maintenance staff and monitor the work of contractors, preparing and presenting performance reports to the Housing Management Sub Committee as follows:

Quarterly

- Review of performance against set response times and targets.

- Report on tenant satisfaction returns.
- Performance in relation to Gas Safety Certificates including access issues.
- Spend against quarterly budget.
- Performance against agreed targets for pre and post inspection of repairs.
- Narrative report on any other relevant issues eg processing of “Right to Repair” jobs or tenants requests for compensation for improvements.

Annually

- Detailed report on individual contractors performance.
- Report on review of approved contractors list.

1.7 Complaints

Any tenant who is not satisfied with any aspect of the repairs service can pursue a complaint in accordance with the Association’s published Complaints Procedure. Details of how to access the procedure are contained within the Tenants Handbook.

SECTION 2 – REACTIVE REPAIRS

2.1 Repair Responsibilities

The Association is responsible for repairs detailed in Section 5 of our Scottish Secure Tenancy Agreement (see appendix 1). Section 5 also outlines the responsibilities and rights of tenants with regard to repairs and the Maintenance Manager will take all reasonable steps to ensure that tenants adhere to these conditions, in particular in relation to damage to property and to replacement of items such as keys.

Full details of repair responsibilities are provided to tenants in the Tenant’s Handbook.

2.2 Lettable Standard

Repairs will be undertaken either in tenanted, or void properties in preparation for letting, to ensure that the following standard is maintained in all the Association’s rented properties.

Entrance doors and secure locking systems will be maintained in good order and 2 No. sets of keys will be handed over to the incoming tenant. All internal doors, including fitted wardrobes, will be maintained in full working condition, with no major surface defects.

Door handles and latches will be maintained in full working order.

Bathroom and toilet doors will be fitted with lock types which allow access from the outside should an emergency occur. Tenants should note that no other types of locks or bolts should be fitted.

Walls and ceilings will be in good condition and be finished to accepted routine internal decoration.

Decoration standards may vary, however, the Association will ensure that all properties are handed over in a reasonable state of internal decor. Incoming tenants should note that colour schemes may not always be to their liking. A limit may be placed on the value of the internal decor required at any particular house.

Floor surfaces will be maintained in good order, with all loose hatches and flooring secured to allow for suitable floor coverings to be laid insitu.

Sanitary ware will be free from defects and in good working order, including water taps and waste pipes.

Sinks, basins and baths may be stained and marked by previous tenants. No replacements will be fitted unless there are defects or damage likely to cause flooding or injury to incoming tenants. Wall tiling will be in whole condition and fully grouted and sealed at joints between worktops and wall tiles.

Kitchen fitments and worktops will be maintained in good order. Wall tiling will be in whole condition and fully grouted and sealed at joints between worktops and wall tiles.

Where space is available for a washing machine and/or tumble dryer, suitable connections and vent outlet will be provided. The electrical installation and services are visually checked at change of tenancy and appliances owned by the Association periodically checked for electrical safety.

A connection point for an electric cooker will be provided and maintained in good working order. Where gas is available, a suitable connection point will be provided at the request of the tenant. (Charges for connection will be updated as required).

Equipment provided by the Association will be maintained in accordance with the manufacturers instructions. All tenants will receive a copy of Landlord's Gas Safety Certificate.

Means of heating provided in the property will be maintained and serviced by the Association in accordance with the manufacturers instructions.

Where showers are fitted, the equipment will be kept in working order and maintained in accordance with the manufacturers instructions.

Smoke detectors will be checked and left in working order prior to re-letting the property.

All common areas and external areas of the property which are the responsibility of the Association, will be maintained in good order. However, where the whole property is shared by a number of owners, difficulties can arise with regard to common area repairs. Incoming tenants must accept the Association cannot always arrange common repairs, until all parties concerned are consulted and agreement is concluded.

2.3 Repairs Reporting

Tenants may inform the Association that repair work is required in a variety of ways.

- Telephone
- Letter
- E-mail – either direct or via Association’s website.
- Through contact with Association staff eg Scheme Managers in Sheltered Housing will liaise directly with maintenance staff to report repairs requested by tenants.
- In person at the Association’s office.

Additionally, reactive repairs may be identified by Maintenance Officers or Housing Management staff whilst visiting developments. This would apply, in particular, to repairs required in common parts of the building which may not otherwise be reported by individual tenants.

Repairs can be reported between 9:00am and 5:00pm, Monday to Friday either through a direct phone line or through the Association’s main switchboard. Details of contact numbers are published in the Tenants Handbook with regular reminders in the Newsletter.

An emergency repairs service is provided to deal with emergencies arising outwith office hours. (see section 2.4).

If a reported repair is of a minor and straightforward nature an instruction will be passed to an appropriate contractor for action. If the repair is more extensive, or clarification is required as to the exact nature of the repair needed, a Maintenance Officer will arrange to visit the property to carry out an inspection. (see section 2.6)

Tenants will receive written confirmation of the action to be taken by the Association by the issue of a copy of the Job Order given to the contractor. The tenants copy of the job order will include confirmation of the work instructed, contractors details, the priority attached to the work, target times for it’s completion and information on whether the work is deemed a “qualifying repair” under the Right to Repair Scheme contained within the Housing (Scotland) Act, 2001. (see section 2.7). At the time the repair is reported the tenant will be asked to provide contact and access details which will be passed on to the contractor to arrange a suitable time to carry out the work.

In line with section 1.5 of this policy, each job order will contain a short questionnaire on tenants satisfaction with the work carried out. A prepaid reply envelope will be issued with the job order for tenants to return their comments.

2.4 Emergency Repairs Outwith Office Hours

The Association will appoint a suitable multi-trade contractor to provide emergency repair cover outside office hours. Tenants can access the emergency repairs service through the main switchboard number. The emergency contractor will have contact details for maintenance staff if advice or assistance is required.

The Tenants Handbook details job categories that are considered emergencies and call-out costs which may be recharged to the tenant if the job turns out to be of a “non-emergency” nature.

Specific arrangements for gas central heating breakdowns are made in the gas servicing contract and contact numbers for this type of out of hours emergency can also be obtained on the main switchboard number. All gas heating emergency calls (eg flooding) received between 8:00am and 10:00pm, will be attended by the contractor within 2 hours. For calls received after 10:00pm, the contractor will attend immediately if it is judged that there is an immediate risk, otherwise they will attend before 9:30am the following day after advising the tenant how to make the situation safe. The contractor will provide regular reports to evidence their attendance within the target time.

In the Association's sheltered housing, should an emergency arise outwith the Scheme Managers duty hours, tenants are advised to call the Community Alarm Centre in the normal way using the call system. Community Alarm can contact the Scheme Manager or a volunteer who can attend and will have contact details for emergency contractors.

A list of local contractors will be provided to all staff in sheltered and very sheltered schemes.

2.5 Response Times and Priority Indicators

The Association will respond to repair requests within the following timescales:

Table 1

Category	Urgency	Target Response Time for Attention
1	<u>EMERGENCY REPAIRS</u> Repairs necessary to prevent serious damage to the building, danger to health, risk to safety or risk of serious loss or damage to the occupier's property.	6 HOURS
2	<u>URGENT REPAIRS</u> Repairs that seriously affect the comfort or convenience of the occupier	3 WORKING DAYS
3	<u>ROUTINE REPAIRS</u> Repairs that will not seriously interfere with the comfort and convenience of the occupier.	15 WORKING DAYS

Table 2

<u>Trade</u>	<u>Job Description</u>	<u>Priority Indicator</u>
Plumbing	Burst Pipes / Tanks / Cylinders	1
	Cold Water Fault	1
	Hot Water Faults	2
	Faulty WC's and Cisterns	1
	Leaking Pipes / Tanks / Cylinders	1

Table 2 Continued

Electrical	Complete Loss of Power	1
	Lights, Switches, Sockets	2
	Storage Heaters, Panel Heaters	3
	Extract Fans and Ventilation	3
	Cookers and Kitchen Equipment	3
Door Entry	All repairs	2
	Repairs if awaiting parts	3
Fire Alarms	Call Outs	1
	Routine Repairs/Serviceing	2
	Repairs if awaiting parts	3
Drainage	Blocked External Drains	1
	All Other Drainage Works	3
	Choked Wastes (internal) if agreed with the tenant to clear	2
Central Heating	Complete Loss of Heating	1
	Leaking Pipes/Radiators	1
	Repairs to Boilers and Equipment	2
	Repairs if awaiting parts	3
Laundry Equipment	All Repairs	2
	Repairs if awaiting parts	3
Glazing	Broken and Unsafe Glass	1
	Temporary Glazing	1

	Replacement Double Glazing Unit	3
Painting	Minor Decorative Repairs	3
	Small Jobs and Voids	3
Joinery	Emergency Repairs to Door/Windows	1
	Door Locks and Locking Systems	1
	All Other Categories of Joiner Repairs	3
Slater/Roofer	Roof Leaks (Slates/Tiles)	2
	Bitumen Felt Roofing	3
	Gutters and Down Pipes	3
Keys and Locks	All Repairs/Replacements	1
	Awaited Suited Systems	3
TV Aerial Systems	All Repairs	2
	Replacement Systems	3

The above list is not exhaustive but provides a guide to typical repairs for each trade. The Maintenance Manager will award an appropriate priority indicator to any job not included in the above table.

Performance targets for contractors response within emergency, urgent and routine repairs will be set annually by the Director of Housing Services and Maintenance Manager subject to approval by the Housing Management Sub Committee. Performance against these targets will then be monitored through the regular maintenance report as outlined at section 1.6, above.

2.6 Pre and Post Inspections

For day to day repairs, the Association will aim to pre-inspect a minimum of 10% of reported jobs prior to issuing an instruction to a contractor. Examples of repairs to be inspected are:

- Those estimated to cost over £500
- Those where the tenant has been unable to give sufficient information to enable the contractor to be instructed.
- Those in void properties prior to re-let.
- Those where dampness or condensation is reported.
- Those qualifying for the Right to Repair where inspection is considered necessary.

On completion, a further 10% of repairs will be post-inspected where:

- The cost of the repair exceeds £500.
- Follow up work may be required.
- The tenant reports an aspect of the work as unsatisfactory. OR

- In order to check quality and value for money on a random sample of work across various contractors and trades.

Results of inspections against targets will be included in the regular Maintenance Report to the Housing Management Sub Committee.

2.7 Right to Repair

The Association will fully comply with the provisions of the statutory Right to Repair introduced by the Housing (Scotland) Act, 2001. A list of qualifying repairs, together with associated completion timescales, is issued to all tenants in the Tenants Handbook. (see Appendix 2) Details are also provided on the Association's website.

In line with regulatory requirements, the Association will advise tenants of the provisions of the Right to Repair annually, through the Tenants Newsletter.

When a tenant reports a repair that qualifies under the Right to Repair regulations they will be notified in writing on the tenants copy of the job order that this applies, and of the statutory timescale for the work to be carried out. The timescales for works on the majority of qualifying repairs can be accommodated within the Association's existing repair response times as outlined at section 2.5 above.

The tenant will also be advised of their right to instruct another contractor (name and contact details provided by the Association) to undertake work up to the value of £350, if the timescale is not met, and of the compensation payments which may apply. If the repair is not completed within the required timescale tenants will be entitled to compensation of £15 plus £3 for every working day over the maximum period until the repair is completed. (maximum payment £100)

The Maintenance Manager will ensure that detailed procedures are in place to operate the statutory Right to Repair and that the Associations approved contractors are fully appraised of how the scheme works.

A report will be submitted to the committee annually to show how many repairs qualified for right to repair and how many were carried out under this provision.

2.8 Tenant's Alterations/Right to Compensation for Improvements

Under the Housing (Scotland) Act, 2001, tenants may be entitled to receive financial compensation at the end of their tenancy for improvements they have made to their home, at their own expense. These compensation payments only apply to certain types of works and must only be carried out with the full prior written consent of the Association.

All requests to carry out alterations must be made, in writing, on the Association's standard form and will be responded to by the Maintenance Manager within 28 days. Any requests not responded to within this timescale will be deemed to have been agreed to in line with the conditions of the Scottish Secure Tenancy Agreement. Requests will be recorded on the Housing Management IT system and timescales for response will be monitored.

A list of qualifying improvements is provided in the Tenant's Handbook (see appendix 3). The legislation establishes the qualifying improvements, the notional life of the improvement, the formula for calculating compensation, minimum and maximum amounts payable, timescales for processing claims and the various qualifications that apply.

The Maintenance Manager will implement the policy through a detailed procedure to be followed on receipt of a tenant's request and through provision of information to tenants to confirm the amounts which may be payable dependent on the appropriate conditions being met. Payments will be linked to the published criteria, made on a sliding scale based on a notional life of the items involved and the time passed at the end of tenancy date. Inspections will be made in all cases to establish the condition of the property before any compensation is paid.

2.9 Rechargeable Repairs

In accordance with section 5 of our Scottish Secure Tenancy Agreement (see Appendix 1) the Association will recharge the tenant for works that we are required to undertake that are the tenants responsibility. This policy will apply, in particular, to items requiring repair due to carelessness, neglect or deliberate damage by a tenant, member of the household, or visitors.

Where it is not practicable for the tenant to instruct an appropriate contractor themselves and property is in an unsafe or insecure condition, the Association will carry out the necessary works and recharge the costs to the tenant.

The principal areas are:

- Damage to glass, sinks and sanitary ware.
- Replacement of lost or broken keys and any costs incurred from forcing entry due to lost keys.
- Replacement of locks when keys are lost.

Costs are invoiced to the tenant with the exception of supply of replacement keys, which must be paid in advance. Where the Association intends to recharge repairs, the tenant will be advised in writing of the estimated cost before work is carried out. Appropriate repayment arrangements will also be agreed. Payments due will be pursued in line with the Associations Debt Recovery Policy.

In certain circumstances the Association will recharge the tenant for the cost of abortive calls or inappropriate use of the emergency call out service. When undertaking reactive repairs, the contractor, wherever possible will pre-arrange a time with the tenant to carry out the work. If no access is given at this arranged time the contractor will leave a card at the property asking the tenant to contact them directly to make an alternative appointment. If a 2nd appointment is not kept the tenant may be charged for the contractors call out time. Following discussion with Housing Management and, where appropriate, housing support staff, the Maintenance Manager may instruct a recharge to the tenant if this is agreed to be appropriate.

The Maintenance Manager may also consider re-charging the additional costs of an emergency call out if on attendance it is confirmed that this level of response was clearly not required and that the repair should have been dealt with during normal office hours.

2.10 Selection of Contractors

The Association, wherever practicable, operates a policy of employing local contractors for undertaking reactive jobbing repairs and as such, maintains a list of selected and approved contractors who are routinely monitored on performance and value for money. This monitoring is carried out by the Maintenance Manager with reporting of results to the Housing Management Sub Committee.

Contractors wishing to apply for inclusion on the Association's approved list must do so on our standard form and will be asked to provide appropriate insurance details, copies of Construction Industry 714 Exemption Certificates and details of policies such as Health & Safety and Equal Opportunities.

The Association's standard Conditions of Contract for Jobbing Works are attached as appendix 4 and form the basis of the contractual relationship between the Association and its contractors, together with the Association's published Contractors Code of Contact.

The Maintenance Manager has responsibility to ensure that all approved contractors have full details of response times and repair obligations and suitable contact information for maintenance staff.

The Maintenance Manager will provide full procedural guidance for staff in selecting appropriate contractors for each repair request taking into account availability, location and cost factors. Material and labour rates will be regularly reviewed to ensure value for money is obtained.

2.11 Servicing

The Association will meet all statutory duties in relation to Gas Safety Management and associated Health and Safety regulations. This will include an annual service of all gas systems in tenants' homes including individual and central plant boiler systems. All servicing will be carried out by a competent and qualified contractor and a detailed monitoring and record keeping system will be put in place to ensure all landlords statutory obligations in this respect are met. Robust procedures will be put in place to ensure access is gained to carry out the Association's duties and to ensure that all tenants are furnished with a valid Gas Safety Certificate for their home at all times.

Where it is considered economically advantageous, the Maintenance Manager may put in place servicing and repair contracts for other equipment provided within the tenants home which the Association has a responsibility to maintain. Examples of this would include stairlifts, hoists and laundry equipment.

2.12 Defects Liability

During the defects liability period (normally one year from handover) repair work is the responsibility of the original contractor, except for repairs due to damage by tenants use.

Repairs are reported to the reactive maintenance staff in the normal way (see section 2.3 above) but in most cases the contractor will only undertake emergency or urgent work within the Association's published timescales and routine work may be left until the end of the defects period. Repairs which qualify under the statutory Right to Repair must be completed within timescale and compliance with this requirement will be written into original contract for construction of the scheme. If a second contractor has to be instructed or compensation for delay is incurred the costs of this may be passed on to the original contractor.

Any defects reported during the liability period will be passed to the main contractor, project architect and tenant with a copy of any instruction retained in the tenant's maintenance file.

The Maintenance Manager will be responsible for a full inspection of the scheme/houses at the end of the liability period and will note, and pass on to the contractor, any outstanding items to be attended to within an agreed timescale before retention monies held on the original building contract are released.

2.13 Common Repairs in Tenements (Other Owners)

In the absence of a Factoring Agreement, where there are common repairs required in a tenement where the Association does not own all the flats, the Association will encourage other owners to organise repairs and recharge our share.

Where considered urgent or necessary, the Association will undertake work up to a maximum cost of £250. Necessary works in excess of this cost will only be undertaken by the Association with prior signed agreement from all other owners to meet appropriate shares of the cost. Minor works may be invoiced but for all works exceeding £500 per owners share no repairs will be instructed unless all parties payments are received in advance.

5 REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS

REPAIRS AND MAINTENANCE: OUR RESPONSIBILITIES AND RIGHTS

- 5.1** In this Agreement, the word 'repair' and 'repairs' includes any work necessary to put the house into a state which is wind and watertight, habitable and, in all respects, reasonably fit for human habitation.
- 5.2** Before the start of the tenancy, we will inspect your house to ensure that it is wind and watertight, habitable and, in all other respects, reasonably fit for human habitation. If repair or other work needs to be done to bring the house up to that standard, we will do so before the tenancy begins. We will notify you about any such work. Any other repairs may be carried out after the tenancy begins.
- 5.3** During the course of your tenancy, we will carry out repairs or other work necessary to keep the house in a condition which is habitable, wind and watertight and, in all other respects, reasonably fit for human habitation. We will carry out all repairs within a reasonable period of becoming aware that the repairs need to be done. Once begun, the repairs will be finished as soon as reasonably possible.
- 5.4** We will carry out a reasonably diligent inspection of the common parts before the tenancy begins. We will take reasonable steps to remove any danger we find before you move into your house. We will repair any other defect we find which will significantly affect your use of the common parts, or the house, within a reasonable period. During the course of the tenancy, we will carry out inspections, at reasonable intervals, of the common parts.
- 5.5** If we need the co-operation or permission of another person to carry out repairs or other work to the house or common parts, or to inspect, we will do our best to get it. We may be unable to do non-emergency repairs until we get such permission.
- 5.6** Our general repair obligations contained in paragraphs 5.2 and 5.3 include a duty to carry out repairs relating to water penetration, rising dampness and condensation dampness.
- 5.7** Our duty to repair includes a duty to take into account the extent to which the house falls short of the current building regulations by reason of disrepair or sanitary defects.
- 5.8** We will
- keep in repair the structure and exterior of the house, including
 - drains, gutters and external pipes (this does not include the clearance of blockages caused by the tenant's negligence)
 - the roof
 - outside walls, outside doors, windowsills, window catches, sash cords and window frames, including external painting and decoration

- internal walls, floors and ceilings, doors, door frames, and internal staircases and landings (but not including painting and decoration)
 - chimneys, chimney stacks and flues (but not including chimney sweeping)
 - pathways, steps or other means of access
 - plasterwork
 - integral garages and stores
 - boundary walls and fences
- keep in repair and in proper working order, any installations we have provided for space heating, water heating and sanitation and for the supply of water, gas and electricity including:
 - basins, sinks, baths, toilets, flushing systems and waste pipes, showers, water tanks
 - electric wiring, fire places, fitted fires and central heating installations, door entry systems, communal TV aerials and extractor fans
 - Installations include those which we own or lease which directly or indirectly serve the house. We will not, however, be responsible for repair of any fixtures and fittings not belonging to us which make use of gas, electricity or water. Neither will we be responsible for the repair or maintenance of anything installed by you or belonging to you which you would be entitled to remove from the house at the end of the tenancy unless we have specifically agreed. Contractors working in the house may be legally obliged to shut down appliances if they are found to be in breach of gas regulations whether or not they belong to us.
 - We will inspect annually any gas installations in the house provided by us. We will provide you with a copy of the inspection report within 28 days of the inspection. If the inspection reveals the need for repair or replacement of any such installation, we will do so within a reasonable period. We will give you a copy of the current inspection record before the beginning of the tenancy.
 - If your house is served by a communal television or communications aerial provided by us, we will take reasonable steps to repair any defect within a reasonable period. Where repairs or maintenance have to be done, we will make reasonable efforts to minimise disruption to you.

5.9 We will take all reasonable steps, together with any other joint owners of the water supply installations, to comply with the Water Bye-Laws in force in your area.

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

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

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

REPAIRS AND MAINTENANCE: YOUR RESPONSIBILITIES AND RIGHTS

- 5.16** You must report to us, as soon as reasonably possible, any damage to the house, the common parts or loss or damage to our property. You can do this in person or by telephone. You can arrange for someone else to do this on your behalf. We operate an emergency telephone service outside office hours.
- 5.17** You are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration. Tenants are not permitted to carry out internal redecoration or any other works which could prejudice the health and safety of the occupants or neighbours. It also includes keeping the house in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs which are due to fair wear and tear.

Miscellaneous Repairs You will be responsible (except in certain circumstances at the Association's discretion) for:

- (i) damage to glass, damage to sinks or sanitary ware, choked wastes or sanitary ware, fitting/renewing tap washers, plugs or chains and internal door handles;
- (ii) replacing lost or broken keys and any cost incurred through forcing entry through lost keys;
- (iii) testing smoke alarms and replacing batteries in smoke alarms, except where this is carried out by the Association as a service.

Emergencies You will take all reasonable steps to ensure that the Association is notified immediately of any emergencies, including those involving the supply of water, and to ensure that, where necessary, access can be gained by our representatives. In the event that we are informed of, or become aware of, any emergency and you are unable to provide access to the property immediately, it is agreed that we may gain access to the property, using force if necessary.

Cold Weather You will take reasonable care to ensure that water pipes do not freeze. In the event of being absent from the property, the Association should be informed and you should follow instructions given in the Tenant's Handbook.

5.18 If we have delayed or failed to carry out certain types of repair, there are statutory regulations which give tenants the right to have certain repairs carried out. You may also be entitled to compensation. We will write to you separately about these regulations.

5.19 You are strongly advised to maintain a comprehensive insurance policy to cover loss or damage to your contents (including carpets), and public liability. Although we maintain comprehensive buildings insurance, we are not responsible for the arrangement of contents insurance cover.

ALTERATIONS AND IMPROVEMENTS

5.20 If you want to:

- alter, improve or enlarge the house, fittings or fixtures;
- add new fixtures or fittings (for example kitchen or bathroom installations, central heating or other fixed heaters, double glazing, laminate/solid wood flooring, or any kind of external aerial or satellite dish);
- put up a garage, shed or other structure;
- decorate the outside of the house;

you must first get our written permission. We will not refuse permission unreasonably. We may grant permission with conditions including conditions regarding the standard of the work. Such works will not be taken in to account in determining rent level.

If the request for permission is about alterations or improvements, etc. to the house, we will reply to your written request within one month of receipt of the written application. In that reply we will tell you if we agree to the proposed alterations, etc. and if so, whether we attach any conditions. If we do not reply within one month we are taken to have agreed to your request. If we refuse this kind of permission, we will let you know in writing our reasons for refusal within one month of receipt of your written application. If you are unhappy about our refusal or the conditions

which we have attached, you have the right to make application to the sheriff. You can appeal against a refusal or the conditions we have attached.

- 5.21** If you have made alterations or improvements with our permission, you may be entitled to compensation at the end of your tenancy under regulations governing such arrangements. We also have the power, even if you do not qualify under these Regulations, to make a discretionary payment.
- 5.22** If you carry out any alterations or improvements without our permission we are entitled to restore the house to its previous condition during, or at the end of, your tenancy. If we do so, we are entitled to charge you for this work.

Statutory Right to repair – Qualifying Repairs**Appendix 2**

Repair	Maximum period in working days from date after date of notification of qualifying repair or inspection
• Blocked flue to open fire or boiler	1
• Blocked or leaking foul drain, soil stacks or toilet pans where there is no other toilet in the house	1
• Blocked sink, bath or drain	1
• Electric Power	
Loss of electric power	1
Partial loss of electric power	3
• Insecure external window, door or lock	1
• Unsafe access path/step	1
• Leaks or flooding from water or heating pipes,tanks, cisterns	1
• Loss or partial loss of gas supply	1
• Loss or partial loss of space or water heating where no alternative heating is available	1
• Toilet not flushing where there is no other toilet in the house	1
• Unsafe power or lighting socket, or electrical fighting	1
• Water supply	
Loss of water supply	1
Partial loss of water supply	3
• Loose or detached banister or hand rail	3
• Unsafe timber flooring or stair treads	3
• Mechanical extractor fan in internal kitchen or bathroom not working	7

Qualifying Improvement Work & Notional Life**Appendix 3**

Item	Notional life in years
1. Bath or shower	12
2. Cavity wall insulation	20
3. Sound insulation	20
4. Double glazing or other external window replacement or secondary glazing	20
5. Draught proofing of external doors or windows	8
6. Insulation of pipes, water tank or cylinder	10
7. Installation of mechanical ventilation in bathrooms and kitchens	7
8. Kitchen sink	10
9. Loft insulation	20
10. Rewiring and the provision of power and lighting or other electrical fixtures including smoke detectors	15
11. Security measures other than burglar alarm systems	10
12. Space or water heating	12
13. Storage cupboards in bathroom or kitchen	10
14. Thermostatic radiator valves	7
15. Wash hand basin	12
16. Water closet	12
17. Work surfaces for food preparation	10

Appendix 4

**C A S T L E H I L L H O U S I N G A
S S O C I A T I O N L T D**

CONDITIONS OF CONTRACT

FOR

JOBGING WORKS

EDITION B (November 2006)

CASTLEHILL HOUSING ASSOCIATION LTD
4 CARDEN PLACE
ABERDEEN
AB10 1UT

CONDITIONS OF CONTRACT

1. Definitions

- 1.1 The Employer shall mean Castlehill Housing Association Limited, 4 Carden Place, Aberdeen, AB10 1UT.
- 1.2 The Works shall mean the work referred to under the Works Order, or referred to under the heading "Description of Work".
- 1.3 The Controlling Officer shall mean the person appointed by the Maintenance Manager to represent him in matters relating to the Works. The Controlling Officer shall have power to reject work not in accordance with the Contract.
- 1.4 The Contractor shall mean the Firm or Company who has received a works order, or whose tender for the works has been accepted by the Controlling Officer on behalf of the Employer.

2. Contractor's Obligations

- 2.1 The Contractor shall provide everything necessary for and shall carry out the Works in accordance with the Works Order or Description of Work and these Conditions and any or all drawings, specifications, etc referred to therein and also with any further drawings, details, instructions and explanations issued by the Controlling Officer.
- 2.2 The Contractor shall be responsible for the proper and efficient execution of the works as defined in Clause 2.1 and any variations he may suggest to assist the efficiency of the work, which are approved to a standard of finish to the satisfaction of the Controlling Officer.

The Contractor shall guarantee the materials and workmanship used in the Works for a period of twelve months and shall take out and replace or repair any work, materials or components found to be defective, entirely at the Contractor's own cost.

- 2.3 Where a job is tendered, the Tenderer will be deemed to have visited the site and to have acquainted himself with all matters that may affect the execution of the Works and the amount of the Tender. Existing buildings may be inspected only by prior arrangement with the Controlling Officer.
- 2.4 The Contractor shall serve all notices, comply with all legal and statutory requirements and pay all fees and charges legally due.
- 2.5 The Contractor shall ascertain, from the Controlling Officer, the name of the person in charge, or tenant at the premises in which the Works are to be executed and shall arrange and execute the Works in consultation with that person.
- 2.6 Where buildings remain occupied and in use during the progress of the works the Contractor shall: -
- 2.6.1 in conjunction with the controlling Officer, arrange all aspects of the work, including methods, supervision of operatives, programmes, delivery and storage of materials etc in consultation with the person resident at the property;
 - 2.6.2 ensure that operatives do not enter parts of the buildings unnecessarily or which are not affected by the works;
 - 2.6.3 make separate provision for kitchen, toilets, welfare, etc facilities for operatives and ensure that operatives do not make use of the facilities, which exist within or form part of the existing buildings;
 - 2.6.4 not make use of the private telephone in the property except with the agreement of the occupier.
- 2.7 The Contractor shall protect the Works and affected areas against damage or loss from whatever cause arising and shall provide any watching and/or lighting and power necessary.
- 2.8 In the execution of the Works and all operations associated with the execution of the Works the Contractor, in exercising due care with the respect to the protection and safety of persons and property, shall ascertain all matters relating to and shall have special regard to:-
- 2.8.1 the particular needs and circumstances of persons occupying, using or visiting the premises and who may be at special risk by reason of age, infirmity, mental or physical handicap etc, and
 - 2.8.2 the vulnerability of the property or parts of the property to the employment by

the Contractor's methods of operation, materials, tools, equipment etc capable of putting at risk those parts of the property and/or contents which extend beyond the immediate location of the operation concerned.

2.8.3 risk assessment in accordance with the requirements of **The Management of Health and Safety at Work Regulations 1999**. This legislation includes the requirement for suitable and sufficient assessments of the risks to the Health & Safety of any persons affected by the works (including contractor's employees, tenants, members of the public, other contractors, etc.). It is therefore the contractor's responsibility to carry out a suitable Risk Assessment prior to the commencement of any work. A blank Risk Assessment form is included with these conditions (APPENDIX 3), which may be used as an aid to identifying persons affected, potential hazards, risk evaluation and any protective or preventative measures to be provided. For particular tasks the Controlling Officer may insist on a written Risk Assessment prior to work commencing.

2.9 No extra work shall be carried out or additional cost incurred unless authorised in writing by the Controlling Officer. Oral instructions shall be confirmed in writing within 2 days.

2.10 The Contractor shall remove all rubbish and debris and leave the Works and all affected areas clean at completion.

2.11 The Contractor shall not assign this Contract or sub-let any part of the work without the written consent of the Controlling Officer.

3. Materials and Workmanship

3.1 All materials shall be in accordance with current British Standard Specifications. Workmanship shall be in accordance with the principles of sound construction and good practice and shall comply with current Codes of Practice.

3.2 Work of alteration and of making good shall be of a standard and quality at least equal to, and in all respects matching that which exists.

3.3 All electrical work shall be executed in accordance with the current IEE regulations for Electrical Installations by Contractors or Sub-contractors who are members of the National Inspection Council for Electrical Installation Contracting. All electrical

work must similarly be executed in accordance with the Supply Authority Requirements and the current Building Standards (Scotland). Electrical work must only be carried out by qualified electricians, plus a reasonable number of apprentices, who must be supervised by qualified staff.

- 3.4 All materials for painterwork and decoration, other than any specified to be of a particular manufacture, shall be obtained from one reputable manufacturer and shall be used in strict accordance with the manufacturer's printed instructions including COSHH safety guidance and precautions required. Surfaces to be painted and/or decorated, new or existing, shall be prepared in accordance with the manufacturer's printed instructions and preparation shall extend to the stripping of existing paint etc work if so required.

4. Contract Sum

- 4.1 The contract Sum shall be either:-

- 4.1.1 the cost of the Works based upon submitted jobbing rates for Tradesmen, Apprentices and Labourers including any call-out charges (if applicable) and percentage mark-ups on the Prime Cost of Materials and Plant. The Prime Cost of Plant shall be based on the "Schedule of Basic Plant Charges" current at the date of the works being carried out, as published by the Royal Institution of Chartered Surveyors;
- 4.1.2 the amount of the lump sum tender (or quotation) submitted by the Tenderer and accepted by the Controlling Officer on behalf of Castlehill Housing Association Limited

5. Progress

- 5.1 The Contractor shall commence the execution of the works promptly and the starting date and any programme or special order of execution of sections of the Works not defined in the Works Order / Tender shall be discussed and agreed with the Controlling Officer.
- 5.2 The "Priority Indicator" noted on each Works Order determines the required response times, partly in order that the Employer may comply with statutory obligations defined under "Right to Repair" as laid down under the Housing (Scotland) Act 2001. The following categories and required response times must therefore be diligently and expeditiously noted and complied with:

<u>Priority Indicator:</u>	<u>Required Response Time (Maximum):</u>
1 (Emergency)	6 Hours
2 (Urgent)	3 Days
3 (Routine)	20 Days

5.3 The Contractor shall inform the Controlling Officer when, in the opinion of the Contractor, the Works are complete. The Works shall be taken over by the Employer when the Controlling Officer has confirmed to the Contractor that the Works are complete. For the sake of expediency, and for this Clause only, the “Controlling Officer” may mean the individual tenant at or in the property concerned.

6. Payment

6.1 Payment shall be made in full when the Works have been completed to the satisfaction of the Controlling Officer and a correct account has been submitted to the Controlling Officer for checking.

6.2 Where the Contract Sum is calculated as described in clause 4.1.1 then the Contractor’s account will include Daywork vouchers and/or a full breakdown including Labour, Materials and Plant, showing exactly how the Contract Sum was calculated. In addition, the contractor will provide with his account copy invoices in respect of such materials, plant etc as the Controlling Officer may require.

6.3 Interim payments shall not be made unless agreed with the Controlling Officer prior to the submission of Tenders. The amount of an interim payment shall be the value, based on the tender for the Works, of work properly executed less a retention of 15% and the value shall not include any amount in respect of materials and/or goods not finally fixed or built into the Works.

6.4 Interim payments shall be made when a correct interim account (VAT invoice) has been submitted to the Controlling Officer for checking.

6.5 The charge or recovery of VAT by or from the Employer or the Contractor shall be in addition to and separate from the Contract Sum and in accordance with the relevant Acts of Parliament and with the rules and regulations of Customs and Excise.

6.6 If the Contract Sum comprises a lump sum tender accepted on behalf of the Employer then no adjustment to the Contract Sum shall be made by reason of any variation to the following which may occur after the Date of Tender:-

6.6.1 rates or prices or costs of wages and other emoluments and expenses, insurances, contributions, levies, taxes or facilities payable to or by reason of the employment of workpeople;

6.6.2 the prices or costs of materials, goods, equipment, plant, transport etc and any duties or taxes thereon.

6.7 No variations to the Contract Work shall vitiate the Contract. Variations shall be authorised only by the Controlling Officer. If the Contract Sum comprises a lump sum Tender accepted on behalf of the Employer, the Controlling Officer may stipulate one of the following methods for valuing variations:-

6.7.1 a lump sum to be quoted by the Contractor and approved by the Controlling Officer prior to the variation instruction being implemented and providing that the Controlling Officer has checked and been given all facilities for checking the quotation;

6.7.2 by Daywork, which will only be approved by the Controlling Officer (in writing) if the work cannot be assessed otherwise.

Rates for labour, materials, etc paid as Dayworks shall be not less favourable to the Employer than the general level of such rates charged by similar Contractors for work of a similar nature, executed in similar circumstances in the area concerned. Where applicable, daywork rates should be based on submitted jobbing rates. Daywork vouchers of daily time, materials and plant used in the work shall be submitted to the Controlling Officer within seven days of the work being done, for verification. Invoices for materials used shall be submitted to the Controlling Officer when so required.

7 INJURY, DAMAGE AND INSURANCE

Injury to or death of persons

7.1 THE CONTRACTOR SHALL BE LIABLE FOR AND SHALL INDEMNIFY THE EMPLOYER AGAINST ANY EXPENSE, LIABILITY, LOSS, CLAIM OR PROCEEDINGS WHATSOEVER ARISING UNDER ANY STATUTE OR AT COMMON LAW IN RESPECT OF PERSONAL INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER ARISING OUT OF OR IN THE COURSE OF OR CAUSED BY THE CARRYING OUT OF THE WORKS, EXCEPT TO THE EXTENT THAT THE SAME IS DUE TO ANY ACT OR NEGLIGENCE OF THE EMPLOYER OR OF ANY PERSON FOR WHOM THE EMPLOYER IS RESPONSIBLE. WITHOUT PREJUDICE TO HIS LIABILITY TO INDEMNIFY THE EMPLOYER, THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN AND SHALL CAUSE ANY SUB-CONTRACTOR TO TAKE OUT AND MAINTAIN INSURANCE WHICH IN RESPECT OF CLAIMS FOR PERSONAL INJURY TO OR THE DEATH OF ANY PERSON UNDER A CONTRACT OF SERVICE OR APPRENTICESHIP WITH THE CONTRACTOR, AND ARISING OUT OF AND IN

THE COURSE OF SUCH PERSON'S EMPLOYMENT, SHALL COMPLY WITH ALL RELEVANT LEGISLATION AND IN RESPECT OF ANY OTHER LIABILITY FOR PERSONAL INJURY OR DEATH SHALL BE SUCH AS IS NECESSARY TO COVER THE LIABILITY OF THE CONTRACTOR OR, AS THE CASE MAY BE, OF SUCH SUB-CONTRACTOR.

Injury or damage to property

7.2 The contractor shall be liable for, and shall indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property heritable or moveable (other than injury or damage to the works or to any unfixed materials and goods delivered to, placed on or adjacent to the Works intended therefore or to any property) insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor, his servants or agents, or any person employed or engaged by the contractor upon or in connection with the Works or any part thereof, his servants or agents. Without prejudice to his obligation to indemnify the Employer the contractor shall take out and maintain and shall cause any Sub- Contractor to take out and maintain insurance in respect of their liability referred to above in respect of injury or damage to any property heritable or moveable which shall be for an amount not less than £2,000,000 for any one occurrence or series of occurrences arising out of one event.

Liability for Damage Caused by Defective Workmanship or Materials After Date of Completion

7.3 Notwithstanding the provisions of 7.2 and 7.4 the Contractor shall be liable for any damage to the Employer's (or Sharing Owner's) buildings or property caused as a result of defective workmanship or materials which occurs within 12 months of the date of completion of any works.

Insurance of the works – Existing Structures

7.4 The Employer shall maintain insurance against loss or damage to any existing structures (together with the contents owned for which it is responsible) and to the full cost of reinstatement, repair or replacement of loss or damage due to fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped there from, riot and civil commotion.

Evidence of Insurance

7.5 The Contractor shall produce, and shall cause any Sub-Contractor to produce, such evidence as the Employer may reasonably require that the insurances referred to in Clauses 7.1 and 7.2, hereof have been taken out and are in force at all material times.

8.0 Statutory Obligations

- 8.1 The Contractor shall comply with, and give all notices required by, any statute, any statutory instrument, rule or order or any regulation or byelaw applicable to the Works and shall pay all fees and charges in respect of the Works legally recoverable from him. If the Contractor finds any divergence between the statutory requirements and the Contract Documents or between the statutory requirements and any instruction of the Controlling Officer he shall immediately give to the controlling Officer a written notice specifying the divergence.

Value Added Tax

- 8.2 The sum or sums due to the Contractor in terms of this Contract shall be exclusive of VAT and the Employer shall pay to the Contractor any VAT properly chargeable on the supply to the Employer by the Contractor of any goods and services under this Contract that are held to be subject to the addition of VAT.

Statutory Tax Deduction Scheme

- 8.3 The Contractor shall comply in all respects with the current regulations regarding the statutory Construction Industry Scheme (CIS) as stipulated by the Inland Revenue.

9.0 Code of Conduct Including Safety Requirements

Contractors Code of Conduct

- 9.1 The Contractor shall comply with all aspects of Castlehill Housing Association Ltd's "Contractors Code of Conduct" as attached to these conditions including:

Appendix 1 – Equal Opportunities Policy Summary
Appendix 2 – Health and Safety Policy Summary

- 9.2 Construction (Design and Management) Regulations 1994

The contract assumes that the works are of a "Jobbing Nature" and that the duration of the works will be such that they will not be notifiable under the terms of the CDM Regulations.

- 9.3 The above Clause is notwithstanding the fact that the CDM Regulations may apply due to the nature of work involved (e.g. for work of demolition or dountakings) in which case the

Employer will act as the Client and the Planning Supervisor, and the Contractor will act as the Principal Contractor, and all consequent requirements or duties will be incumbent on both parties including the preparation of the “Pre-Tender” Health & Safety Plan by the Planning Supervisor and the “Construction Phase” Health & Safety Plan incorporating any relevant Risk Assessments and/or Method Statements by the Principal Contractor.

10 Settlement of Disputes

10.1 The term “the Adjudicator” in these Conditions shall mean a person acceptable to the Employer and the Contractor for the purposes of executing the duties referred to in this Clause of these Conditions.

10.2 If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor or between the Controlling Officer and the Contractor at any time prior to the Taking Over of the works arising out of or in connection with this Agreement or the construction of the Works (either during the progress or after the completion or abandonment of the Works) as to:-

- a) any adjustment or alteration of the Contract Sum; or
- b) the Contractor’s entitlement to and the length of any extension of time for the Taking Over of the works; or
- c) whether the Works are being executed in accordance with the Contract Documents; or
- d) either party’s entitlement to determine the Contractor’s employment

then such dispute or difference shall, by written statements, be referred to and settled by the Adjudicator who, within a period of 7 days after being requested by either party to do so, shall give written notice of his decision to the employer and the Contractor. Such reference shall not relieve either party from any liability for the due and punctual performance of his obligations under this Agreement. The Adjudicator shall determine which party shall bear the costs of any reference to him and such costs shall be paid within 30 days of the date of his decision.

10.2.1 In giving a decision under Clause 10.2 the Adjudicator shall be deemed to be acting as expert and not as arbiter and his decision under Clause 10.2 shall be final and binding upon the parties until the Taking Over of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence.

11 Termination of the Contract

11.1 Termination by Either Party

The Contract may be terminated at any time provided two month's written notice to that effect shall have been previously given by either party. The contractor shall not be under any obligation to carry out any orders issued after the expiration of such notice.

11.2 Termination by the Employer

The Employer may immediately terminate the employment of the contractor under this Contract if the contractor shall make default in either of the following respects:

- a) If the contractor without reasonable cause fails to proceed diligently with the works or wholly suspends the carrying out of the works before completion.
- b) If the contractor becomes bankrupt, insolvent or has a resolution for voluntary winding up passed or a receiver appointed.

11.3 Termination by the Contractor

The Contractor may immediately terminate his employment under this contract if the Employer shall make default in either of the following respects:

- a) If the Employer without reasonable cause fails to make payments under the provisions of Clauses 4 and 6 hereof within one month of such payment being due.
- b) If the Employer becomes bankrupt, insolvent or has a resolution for voluntary winding up passed or a receiver appointed.