



Gofal a Thrwsio ym Mhowys  
Care & Repair in Powys

## **General Terms and Conditions for Contractors/Tradespeople/Consultants, (including General Preliminary Instructions)**

Care and Repair in Powys is an independent advice and support agency for older or disabled people.

The agency has been authorised by the employer e.g. client or Housing Association, to act on his/her/their behalf to monitor building works. HOWEVER, the contract for the works and the subsequent payment is between the employer and the contractor.

**NB. For building work funded by PCC grants, Care and Repair will usually liaise on behalf of the employer to arrange payment of that grant to the builder.**

### **1. Inducement**

Any offer or suggestion of inducement to influence order of work or payment of costs will be interpreted as bribery and corruption, and dealt with in accordance with the Agency's Disciplinary and Grievance Procedure for Contractors.

### **2. Gifts**

Any offer of a gift or gratuity, "perks" or invitations will not be accepted if directed towards specific personnel. Any item of this kind should be marked for the attention of the Agency Director who will deal with it in accordance with the Committee's instructions.

### **3. Equal Opportunities**

The Contractor will be expected to comply with all legal and reasonable requirements to afford equal opportunities of employment, and to carry out work for client's property without discrimination against, or favour to, any particular person, family, group or sect. Contractors should note that the Agency has an Equal Opportunities Policy.

### **4. Health and Safety**

The contractor must provide safe systems of work, ensure the safe provision and use of plant, provide adequate information, training and supervision of those involved in the building process to ensure their health and safety and the protection of others.

The Contractor will be expected to comply with all legal requirements regarding health and safety at work.

## **5. Security and Protection**

- Care and Repair works with older people or those with disabilities. The upheaval caused by building work can be particularly worrying for them. It is important that both you and your workmen are aware of Health and Safety issues on site.
- The contractor should remember at all times that the property is someone's home and must be treated as such.
- The Contractor is expected to prepare and protect the rooms as necessary, e.g. lifting of carpets, move furniture etc, use protective covers and clear away all debris on completion of work.

## **6. Site Discipline**

Please ensure the behaviour of workers on site takes into consideration the feelings of the client e.g.

- Discourage loud radios
- Tidiness on site is of the utmost importance during and after work is completed
- Avoid bad language

Particular care must be taken to ensure the comfort, safety and security of clients and adjoining householders and their property for the duration of the contract. The contractor must ensure that the property and effects of the employer are protected during the course of the work.

## **7. Site Safety and Cleanliness**

All work must be carried out in a clean and safe manner. Where client remains in residence, floors etc are to be kept clean and tidy and all possible precautions to be taken for the safety and comfort of the client, and the dwelling left in a clean and habitable state. The Contractor is to make allowance for this in the contract price.

## **8. Arrangements for Use of Services**

Unless otherwise stated the Contractor is to have use of existing services e.g. water, electricity and WC without charge.

## **9. Notice**

Reasonable notice must be given to the client and the agency whenever it is necessary to disconnect services or interrupt the use of access or amenities and such interruption should be kept to a minimum.

## **10. Hours of Work**

Whenever possible, activity should be restricted to normal working hours i.e. Monday to Friday between 8.30 am and 6.00 pm. The builder may be able to work at other times in agreement with client and agent. When it is necessary to work during unsociable hours, due and adequate notice must be given to clients, as well as to neighbours who may be affected.

**11. Key Holding**

Whenever possible work should be carried out or access obtained to premises when the client or his or her representative is present. Any other arrangement for key holding or unaccompanied access should be through negotiation with the Agency.

**12. Confidentiality**

All details of work and client's circumstances are confidential and should not be disclosed/discussed without express permission.

Particular note should be taken to instruct operatives not to involve themselves in discussion with others about matters, which may contravene reasonable requirements of confidentiality.

**13. Extent of Work**

No work other than those specified and agreed shall be undertaken by the contractor without written confirmation from the agency.

**14. Start and Completion Date**

Definite start and completion dates are necessary and it is essential that they are kept to. Unless otherwise agreed prior to start, work shall be continuous or the penalty clause may be enforced.

It is important that the client and the agent are kept informed of these dates and any changes to them.

**15. Complaints**

Any complaint arising from a dispute in any form between the client and Contractor must be referred immediately to the Agency.

If for any reason a Contractor feels unable to undertake specific work on a property, the Agency must be immediately informed.