



Salvation Army Housing Association

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Contractors' Code of Conduct

Updated: March 2015

1. **Definitions**

A number of terms and abbreviations are used in this document which are defined as follows;

Contract Administrator: The Contract Administrator is the Housing Association's named individual responsible for the work, irrespective of whether a standard form of contract is in force. Normally this will be a named individual however should there be any element of doubt then the relevant Director within the Housing Association shall, by default, perform the role of Contract Administrator.

Contractor: The Contractor is any organisation, sub-contractor, or individual instructed, whether verbally or in writing, to carry out any works on behalf of the Housing Association.

Customer Services Centre (CSC): The Customer Services Centre (Tel: 0800 970 6363) is the Housing Association's business function through which most formal works instructions are issued and to which completion reports are sent.

Employer: The employer is the Salvation Army Housing Association (SAHA or Housing Association).

Tenant: The tenant is the person(s) responsible for the property who is either named on the employer's rent accounts, in the case of General Needs Housing, or the Manager responsible for the Employer's Foyers and Centres.

2. **Initial Action**

The Contractor, upon receipt of an Order, will immediately confirm or make access arrangements with tenants, or inform the CSC of any problem that may lead to a delay or failure to complete the Work within the requested timescale.

3. **Arrangements**

- a) Other than in an emergency it is an overarching requirement that the contractor shall make a mutually acceptable prior appointment with the tenant to carry out the works.
- b) It is the responsibility of the Contractor to ensure that all plant, materials and labour are available to undertake the Work at the arranged time, or immediately to seek approval of tenants and the CSC to amend the arrangement where a delay is inevitable. It is imperative that explanations for delays are communicated to tenants and CSC as soon as possible whenever they arise.

4. **General**

- a) The Contractor shall remember at all times that although a property is owned by the Employer, it is the tenants' home, and must be treated as such with complete care and consideration.
- b) The Contractors attention is drawn to the Employer's Equal Opportunity and Diversity requirements set out in the Employer's Diversity Policy.

5. Code of Conduct

- a) Inducement: Any offer or suggestion of inducement to influence ordering of work or payment of costs will be interpreted as bribery and corruption, and dealt with as a formal breach of contract.
- b) Gifts: Any offer of gift or gratuity (e.g. seasonal 'perks') will not be accepted if directed towards an individual tenant or member of employer's staffs. Where such a gift is deemed acceptable, in accordance with the Employer's Hospitality Policy, it will be marked for the attention of the company secretary and acknowledged on the clearly expressed understanding that it benefits equally all staff of the Employer.
- c) Private Work for Employer's Staff: No work is to be undertaken privately for any member of the employer's staff, close relative or partner, unless previously approved in writing by the Employer's Chief Executive.
- d) Private Work for Tenants: Any private work undertaken for tenants must be on a completely separate basis with no Employer involvement, or responsibility for payment. Contractor shall note that It is the responsibility of the tenant to obtain permission from the Employer to carry out work of a structural nature to the property; Contractors are advised to ensure that the Contract Administrator is made aware of the intention prior to carrying out such work.
- e) Capacity: Contractors are to notify the Contract Administrator of any problem regarding their capacity to undertake work for the Employer, whether by reason of a temporary heavy work-load, or a change in circumstances (e.g. staff changes), which may affect capacity and/or response repair periods. It is particularly important that the Employer is given due notice of any intention to cease Employers work or to end trading.
- f) Cessation: In the event of ceasing work for the Employer, the contractors shall hand back all keys, plans, specifications, other documents or equipment issued by, or held on behalf of, the Employer.
- g) Probity: Under no circumstances must any member of the Contractors staff be:
 - i. a member of the Employer's Management Board, or
 - ii. related to or have a close personal relationship with any member of the Employers Asset Management Team, member of the Employer's Executive Management. Team or Management Board.

If the Contractor employs a person who falls into the above category or is linked in any way with other members of staff within the Employer, the Contract Administrator must be informed in writing by the Contractor and the matter will then be discussed between the relevant parties and a decision made regarding issuing further work to the Contractor.

6. Customer and Operative Care

- a) Particular care must be taken to ensure the comfort, safety and security of tenants and adjoining householders during Work activity. Work and working methods and programme must be discussed with tenants before work commences so that they can work with operatives to minimise inconvenience to

both parties and understand the nature and extent of work. All necessary reasonable action will be required to ensure the well-being of both the property being worked on, and those adjoining. Specifically, operatives will be required to employ the use of dust sheets and protective coverings whenever dust, dirt, paint, mortar or similar nuisance is liable to foul surrounding property, fauna or flora whether external or internal.

- b) Particular care must be exercised when work is carried out in the vicinity of children and other vulnerable people, particularly with regard to sharp tools and all substances hazardous to health, being kept safely out of reach.
- c) Care and consideration is required when working in the homes of elderly or disabled tenants, particularly with regard to restricting or impeding movement around the house, not leaving tools and materials lying on floors and maintaining acceptable levels of warmth and comfort during the course of the work.
- d) Any complaint arising from a dispute in any form, between tenant(s) and the contractor must be referred IMMEDIATELY to the Contract Administrator.
- e) If for any reason a Contractor feels unable to undertake specified work on an employer's property, the Contract Administrator must be informed immediately.
- f) In the interests of all concerned, whenever Contractors encounter a particularly difficult or a potentially violent situation they must leave the site immediately and contact the Employer's Customer Services Centre, as soon as possible.

7. **Safeguarding**

- a) Saha draws your attention to the following legislation;
 - Part1 of the Housing Act 2004
 - Safeguarding Vulnerable Groups Act 2006
 - Education Act 2012
 - Care Act 2014
- b) Saha is committed to protecting its residents and other vulnerable people from harm and abuse, including physical, emotional, sexual abuse and neglect, financial and material abuse and discriminatory behaviour.
- c) By signing this code of conduct you agree to become aware of conditions that could have an adverse impact on children, young people and vulnerable adults.
- d) You will take necessary actions to ensure the protection of residents by taking the most appropriate course of action which may include;
 - Contacting Saha to refer the issue
 - Reporting a crime to police
 - Reporting concerns to Social Services or the appropriate statutory authority
 - Making a safeguarding referral
- e) The above applies to contractors visiting residents homes, telephone conversations with residents and any written or electronic correspondence.

8. Notice

- a) Prior notice must be given to the tenant(s) whenever it is necessary to disconnect services or interrupt the use of access or amenities, and such interruption should be kept to a minimum. The Contractor is responsible for ensuring that, where appropriate, any statutory consents (i.e. scaffolding on a pavement) are obtained before work commences, and that any statutory notices (i.e. building regulation notices) have been applied for as appropriate.
- b) Alternative washing, sanitary and/or cooking facilities shall be made where such service interruptions are liable to exceed four hours continuous duration

9. Hours of Work

Whenever possible, activity should be restricted to normal working hours or, when necessary, due notice must be given to tenants and neighbours of work necessary during unsociable times.

10. Key holding

- a) Whenever possible, work shall be carried out or access obtained to premises when the tenant or representative is present.
- b) Any other arrangement for key holding or unaccompanied access is discouraged, or if absolutely necessary, kept to a minimum.
- c) No unaccompanied access shall be made without prior express authority of the CSC Manager, Housing Officer and/or Contract Administrator.
- d) The holding of keys to a tenanted property is arranged at the risk of the Contractor, and must never occur without the specific agreement of the tenant. In such cases the contractor must hold a record of all keys retained, issued and returned.

11. Confidentiality

- a) Particular care must be taken to ensure operatives do not involve themselves in discussion with tenants, or others, of matters which may contravene reasonable requirements of confidentiality concerning the Employers business or concerning other tenants, properties or contractors.
- b) Any enquiry from tenants or others concerning Employers business should be diplomatically redirected to the appropriate member of the employer's staff.
- c) The Employer will regard it as a serious matter and a potential breach of contract if operatives discuss with tenants, residential staff or members of the public matters confidential either to another tenant, resident, member of staff or matters which may prejudice the Employer's business interests

12. Access

- a) Other than emergencies morning or afternoon appointments shall generally be made by telephone with the tenant, at least two days in advance, and confirmed in writing, by e-mail and/or text messaging as appropriate to the tenant's needs
- b) When prior arrangements for access cannot be made by telephone, then subject to the Employer's policy as amended from time to time, the Contractor must either email, write to, text message or call on the tenant using translation facilities

where necessary to make access arrangements at a mutually convenient time to carry out the work. A card shall be left with a request to contact either the CSC or the Contractor directly.

- c) In the event of tenants breaking arrangements, or refusing access, the CSC must be informed as soon as possible.
- d) Where deemed necessary, and in exceptional circumstances, Employer's staff will accompany Contractors if requested in advance.

9. **Etiquette**

- a) Over and above the general requirements of standards of performance and conduct required, due note should be taken that no deviation from these requirements is acceptable, regardless of the standards of living, housekeeping or behaviour of the tenants of the property. Formal action will be taken following any attempt by a contractor or his staff, to take advantage of the special circumstances of a tenant. Contractor's staff are not to smoke in the employer's property unless express permission has been granted by the tenant(s), housing or residential staff.
- b) Contractors are reminded that in respect of their conduct to tenants the following shall be observed:
 - i. All dealings with tenants are to be undertaken with a polite attitude with strict observance of the requirements of Equal Opportunity and Racial Discrimination Regulation law and good practice in relation to equality and diversity.
 - ii. The Contractors operatives are to carry valid photographic identification at all times and readily make such identification clear and available for inspection by tenants, housing and residential staff. Tenants and employer's staff will refuse access should no valid identification be displayed.

10. **Voids**

- a) Abandoned belongings in void properties may only be removed by Contractors in response to a formal written Works Orders from the Employer. It is to the Contractors own advantage to ensure that a proper inventory is taken of any property so removed.
- b) Clear instructions shall be agreed in advance with the Housing Officer and evidence of safe and secure disposal shall be submitted to CSC when advising completion.

11 **Good Practice Requirements**

The Contractor is required to follow certain practices, which the Employer considers fundamental to a good quality customer focussed service. These practices include but are not limited to:

- a) Being prompt when an agreed time has been organised to have works undertaken;

- b) Always leaving a calling card if the tenant is not in when access required;
- c) Always showing identification cards before seeking entry for the first time;
- d) Being clean, properly dressed in compliance with a dress code which clearly shows the contractor's name, avoids excessive exposure of naked flesh and body art as well as a good standard of personal hygiene.
- e) Being courteous to tenants at all times regardless of circumstances.
- f) Never using bad language or speaking in a way which may cause offence to any member of the community
- g) Taking off soiled shoes or boots before entering the tenant's home.
- h) Observing tenants' religious, cultural requirements and other personal standards whilst in their home.
- i) Not smoking in tenants homes.
- j) Not using any of the tenants facilities without their prior express permission;
- k) Taking all reasonable steps to ensure the security of the tenant's property and possessions.
- l) Not playing radios, TV's, music or using headphones in tenant's homes
- m) Discussing the work with the tenant on arrival and agreeing on how it is to proceed, keeping the tenant regularly updated on the progress of the job, particularly when the work will require more than one visit to complete.
- n) Always using dust sheets where mess is likely to result from the works;
- o) Always clearing up promptly any mess left as a result of the works carried out;
- p) Explaining the correct operation, operation and user maintenance on completion of the works. Ensuring supplier's and/or manufacturer's user instructions are left with the tenant.

Signed by (print name):

Job Title:

For and on behalf of (print firm / company name):

Signature:

Date: