

Contractors Code of Conduct

Code of Conduct

1.0 Purpose of the code

1.1 Papworth Trust (PT) uses contractors for some maintenance and facilities activities and to support delivery of some services.

1.2 PT is committed to providing high quality, responsive services in conjunction with our contractors to maintain the running of the organisation.

2.0 Scope of the policy

2.1 The aim of this policy is to inform contractors of the code of conduct that PT requires them to adhere to and the standards we expect from them.

2.2 It is necessary for all contractors to adhere to this Code of Conduct when carrying out work on behalf of PT.

2.3 For the purpose of this policy, the term “contractors” refers to any external agencies hired to carry out work on behalf of PT, including consultants.

2.4 For the purpose of this policy, the term “customers” refers to any party that a service is being delivered to and includes residents, tenants and PT itself as an organisation.

2.5 This Code of conduct is to be read in conjunction with any Contract you hold with Papworth Trust and with the Tradespersons Code of Conduct issued to customers which directly relates to this Code. Should there be any difference in Contract Terms issued by Papworth Trust and this Code of Conduct the Contract Terms take precedence. Should there be any difference in Contract Terms issued by you as a Contractor and this Code of Conduct this Code of Conduct takes precedence.

2.6 PT is committed to ensuring that all contractors are treated appropriately by its customers. To this end, it will seek to ensure that contractors are treated courteously and are enabled to work without undue interference.

2.7 Papworth Trust actively welcomes feedback on this Code of Conduct.

Section A - General

3.0 Guidelines for Contractors

3.1 Relationships between contractors and PT staff should be professional at all times to avoid any conflict of interest.

3.2 Contractors must notify PT of any problem regarding their capacity to undertake work for PT within the required timescales.

3.3 Contractors must maintain confidentiality in relation to any personal information that is supplied to them about our customers or any information that they may come across whilst working in customer's homes/sites.

3.4 Contractors must not discuss any aspect of PT's business, other customers, other properties that they may have worked at or other contractors with the customers.

3.5 While site operatives should preferably wear identifiable corporate clothing, it is fundamental that the Contractor's dress code shall be non-offensive clothes and shall be suitable for the work being undertaken.

3.6 PT staff may visit sites at any time to inspect any work in progress, and may wish to discuss the materials, workmanship or any health & safety issues. If necessary, PT has the right to reject any work that it believes not to be of the required standard.

3.7 Contractors should keep accurate, up-to-date records on any work that they have carried out for PT and should be able to send any documents requested by us, such as invoices, within 10 working days.

3.8 Any offer or suggestion of inducement to influence ordering of work or payment of costs will be interpreted as bribery and corruption in accordance with the Bribery Act 2010, and will result in immediate removal from the approved contractor and tender list.

3.9 In the exceptional event of work being undertaken privately for a member of Papworth Trust staff, or their close relative, such work must be appropriately paid for and receipts issued.

3.10 All appointed operatives who are working on Papworth Trust owned properties must carry their company identification card, which must be presented to the customer without the need for a request.

3.11 Particular note should be taken to instruct operatives not to involve themselves in discussion with customers, or others, of matters that may contravene requirements of confidentiality concerning Papworth Trust business or tenants, other properties or other contractors.

3.12 Any enquiry from customers or others concerning Papworth Trust business should be re-directed to the appropriate Papworth Trust staff.

3.13 When contractors are provided with personal information relating to a customer such as diversity information or telephone numbers, the contractors will be required to enter into a confidential disclosure agreement with

Papworth Trust to ensure compliance with the General Data Protection Regulations 2018 and the company IT security policy.

4.0 Working Hours and visits

4.1 Wherever possible, activity on site shall be restricted to normal working hours (8:00am – 5:30pm). Any exceptional variances must be brought to the attention of PT, the affected customer and the neighbouring residents. There will be times when working hours may vary due to a customer being on shift work or not being able to take time off work or due to care arrangements. Works outside of normal hours must be agreed with PT.

4.2 Emergency repairs may take place at any time of the day dependent on the need the repair warrants.

4.3 PT reserves the right to charge Contractors for any missed visit which was not rescheduled at least 24 hrs prior to it being missed subject to the reasons for the missed visit.

4.4 A missed visit is determined by a customer and/or PT staff member and discussion with the contractor.

4.5 Contractors must inform customers in good time in advance of when they will be attending.

5.0 Customer satisfaction

5.1 Customer feedback is essential to PT in its aim to continually improve the service it offers. In order to obtain feedback it will actively be carrying out surveys.

5.2 Results will be shared with the contractor. It is expected that PT and its Contractors use the feedback gathered to learn any valuable lessons from it, which can then hopefully can be incorporated into future activities.

5.3 PT has in place a formal complaints procedure. Thorough investigations and follow up action will always occur following the receipt of a formal complaint. The contractor will be notified in writing of the existence, and the outcome of such complaints. PT expects its contractors to provide all the necessary assistance to enable this thorough examination to be undertaken and to make restitution where deemed necessary for any failures on their part.

6.0 Disputes

6.1 Work should be undertaken in accordance with the specification and should be completed within the specified timescale. However, if it is the considered professional opinion of the contractor that different and/or additional work is required, this should be brought to the attention of the Papworth Trust. No work shall be undertaken until a changed/new works order/specification has been agreed. Similarly, if the cost of the work is likely to exceed the original estimate, this must be brought to Papworth Trust

attention, and approved before the work goes ahead. Works that take place without approval will not be paid for.

6.2 Damage to a customers or PT property and/or person must be dealt with under your insurance policy.

Section B – Maintenance works

The required target for completion of work is:

Status of work	Timescale
Emergency	Attend within 24 hours and make safe/complete repair. If parts are required repair should be completed within a maximum 7 days.
Urgent	Within 7 days (incl. BH and weekends)
Routine	30 days (incl. BH and weekends)
Other	As stated on initial order or in contract

7.0 Maintenance

7.1 This section applies to both commercial and domestic sites and should be applied equally to both

7.2 Contractors should remember that although the domestic property is owned by PT, it is someone's home, and must be treated as such.

7.3 Contractors are to be courteous towards customers at all times, even if denied access.

7.4 In the event of refused access the contractor should request that the customer contacts PT direct to confirm whether the contractor is genuine or not. In no circumstances should the contractor put pressure on the customer to allow access.

7.5 The contractor should not enter into any dialogue with customers about the standard of repairs or equipment in their home. Any matters that the contractor believes require attention should instead be brought to the attention of Papworth Trust.

7.6 Any complaint arising from a dispute in any form, between a customer and a contractor, must be referred immediately to PT for consideration and appropriate action.

7.7 In the interests of all concerned, whenever contractors encounter a particularly difficult or violent situation they must leave the site immediately and contact PT as soon as possible.

7.8 If the work will affect neighbouring properties (e.g. water stoppage) then the contractor must inform the neighbour in advance of the work being carried out to mitigate against any potential complaints.

8.0 Access (Excluding Responsive Repairs)

8.1 Unless otherwise agreed, the contractor is responsible for arranging access to undertake the works.

8.2 The customer should be given at least 7 days-notice (or that stated within any Contract) of an intention to commence work. Wherever possible access shall be arranged which is convenient to the customer.

8.3 Access can be arranged by letter, phone or visiting the property in person; if the customer is not at home a calling card should be left with the company's details and the name of the appropriate person for the customer to contact. If this is unsuccessful then the contractor shall notify Papworth Trust of his efforts and he will be given assistance.

8.4 Once an appointment has been made then the contractor shall endeavour to keep that appointment. If it is not possible then the customer must be notified as soon as possible either by telephone, in person or calling card that the contractor will not be attending and another appointment shall be made.

8.5 If the contractor keeps his appointment and the customer is not at home then the contractor shall notify PT as soon as possible. A calling card shall be left at the property in order to make another appointment at a mutually convenient time. The Contractor is responsible for carrying the cost of all abortive visits.

8.6 Whenever possible works shall be carried out or access gained to the premises when the tenant or his/her nominated representative is present. PT does have communal space where Contractors may need to work/access and sometimes this is via key code or Key Safe and may be unmanned. The Contractor should take account of its own Company policies regarding this matter.

8.7 With regard to gaining access to properties via keys (where property requires) these will be made available for collection from PT offices. Keys must be signed for and returned to the same location as soon as the works are complete.

9.0 Responsive repairs

9.1 PT primary aim is to delivery an excellent service which means an efficient and effective service so the key objective is to complete the repair by appointment on the first visit where possible. Therefore, when arranging appointments with customers contractors should endeavour to obtain as

much information as possible to enable them to determine the nature of components that may be required i.e. size, colour, handing, etc.

9.2 All responsive repairs are to be completed by appointment and customers will be offered an am/pm time slot where possible.

9.3 Contractors must adhere to the completion expectation dates outlined on the job sheets and /or accompanying email.

10.0 Domestic customer responsibilities

10.1 Under the terms of their tenancy agreement customers are required to:

- Allow PT or their appointed contractor reasonable access to the property to carry out repairs and maintenance.
- Keep agreed appointments with contractors or staff.
- Remove all personal belongings, food items, cooking utensils, etc. from areas or cupboards where maintenance work is taking place prior to the contractor attending.
- Ensure that members of the household and pets do not interfere with the work, materials or tools and allow wet work such as plaster or concrete repairs to dry before use.

11.0 Working with Our Customers

11.1 There may be situations when a contractor will have concerns around the circumstances or behaviour of a customer e.g. a customer may be under the influence of alcohol or drugs. If such a situation occurs and the contractor does not feel that they can work, if possible, the contractor should explain to the customer the reason for leaving the property and report the problem to PT.

11.2 If there is a situation where there is the threat of violence or violence, the contractor should try and minimise the confrontation and not be drawn into an argument with others. For safety reasons, the contractor should leave the premises as quickly as possible and report the incident to the police and PT.

11.3 Contractors may be requested to comply with a religious or cultural belief by a customer. In such a case, the contractor should respect the customer's request where possible e.g. to remove shoes before entering a room. If the customer's request has safety implications or affects the ability to carry out the work, the contractor should contact PT.

11.4 Where a customer's first language may not be English, appropriate support will be provided on request to ensure that they understand the work to be carried out.

11.5 Where a customer has a disability the contractor is to be aware of any additional needs or requests to make reasonable adjustments to the methods/times of work and communications and to comply with them

wherever health and safety is not put at risk. Any additional implications should be discussed with PT.

11.6 PT strongly encourages suppliers and contractors to consider being Disability Confident. This can be looked into via the following website: <https://www.gov.uk/government/collections/disability-confident-campaign>
PT will offer support to contractors and suppliers looking to achieve this status.

12.0 Protection of customer goods and belongings

12.1 The customer's personal possessions, furnishings, decorations, etc. shall be treated with the utmost respect and protected from damage by the use of dustsheets wherever possible. Any damage caused by the contractor shall be their responsibility and dealt with speedily by the contractor or their insurance company.

12.2 Contractors should wear overshoes when working inside properties to protect customer's carpets from mud and dirt.

12.3 Customers should be informed of the necessity to move or remove items such as curtains, blinds, ornaments, rugs, electrical appliances, etc. when the contractor is arranging access. If the tenant is unable to carry this out themselves due to their physical condition then the contractor shall assist them in the removal.

13.0 Photographic evidence

13.1 If the contractor has concerns over damaging an adjacent structure, or an item of furniture or decorations belonging to the customer, or if the item or structure is already damaged then it shall be the contractor's responsibility to obtain photographic evidence of the current condition. Alternatively, the contractor should bring the matter to the attention of PT and arrange a joint visit. Without such evidence PT cannot entertain any claims regarding the condition of any item or structure prior to the commencement of the works.

13.2 The contractor shall provide PT with copies of photographs if requested.

14.0 Power and communications

14.1 Contractors are asked not to use customer's power and telephones unless in exceptional circumstances in which case the contractor is to agree terms with the customer in writing. Any such agreement will be between the Contractor and customer only and shall not involve PT.

14.2 Contractors will be expected to provide at least one mobile phone, which is to be on site at all times in the possession of the Site Foreman or his/her delegated representative.

14.2 Contractors are also expected to use battery operated (cordless) power tools wherever possible. The tenant's power may only be used where they have given their approval; any remuneration is a private matter between the contractor and the customer.

15.0 Site accommodation and welfare

15.1 It is the Contractors responsibility to provide welfare facilities for their operatives. If this is not possible or practical then the customer's toilet may be used only where they have given their approval. The customer's facilities must be treated with the utmost respect regardless of their age or condition.

15.2 If skips or containers are to be stored on site they must be protected by security fencing and be covered and lockable and are to be locked when not in use i.e. at the end of each working day.

16.0 The existing environment

16.1 The majority of work carried out for PT will take place in occupied dwellings. Construction in occupied premises places many people who will have little experience and training into a construction site environment. The safety of these people is paramount. They are unaware of the hazards and rightly expect to be fully protected from the consequences. Therefore it is essential that Contractors are fully aware of this and take full account of it in all their planning and health and safety related procedures.

16.2 Contractors are to be aware of the existing environment i.e. disabled accommodation or tenants with communication difficulties.

16.3 When working in Group Homes the contractor will be expected to familiarize himself with the routine associated with the Group Home and accommodate it within the program.

16.4 For family environments where children are present the contractor is to ensure that no power tools are left where children may gain access to them and again no obstruction or tripping hazards.

16.5 On all sites the contractor will be expected to display the appropriate warning signs denoting tripping hazards, hard hat areas, etc. The contractor shall remove where scaffolding is being used access to that scaffolding at the end of each working day.

16.6 The contractor is not permitted to smoke (includes vaping and electronic cigarettes) within customer's properties or to have or consume alcoholic beverages on site or to be under the influence of any drug.

16.7 The playing of radios or other such music is also not permitted.

17.0 Emergencies, accidents and injuries

17.1 The contractor must provide a first aid medical box on site at all times along with an accident procedure guide and accident book.

17.2 In the event of any serious injury or emergency whether it concerns the tenant or contractor or it is connected to the works or not, the contractor will be expected to call the emergency services and follow their instructions.

17.3 With regard to any other injury the contractor will be expected to assess the level of seriousness and take the appropriate action.

17.4 All accidents must be brought to PT attention.

18.0 Private work for Papworth Trust tenants

18.1 Contractors may undertake private work for tenants but should note that no responsibility for payment or complaints rests with PT.

18.2 It is the responsibility of the tenant to obtain permission in advance from PT to carry out works. If in doubt, however, contractors are advised to consult with the relevant Housing Officer at PT.

18.3 Contractors are also to note that taking extra private work is not a valid claim for an Extension of Time to the original contract period.

18.4 Contractors must not solicit private works from tenants.

19.0 Waste management

19.1 The contractor is to continuously demonstrate health and safety awareness and good practice through the way in which they carry out their business. For example, contractors should minimize the amount of airborne debris generated when cutting, etc. with the use of drills or saws with vacuum cleaner attachments.

19.2 The contractor must clean up any mess created by the works and all debris removed from site.

19.3 Where a job extends beyond one working day the contractor must clean up at the end of each day. General cleaning up after works will take place. This will usually comprise of vacuuming the affected area and wiping down surfaces with a damp cloth.

19.4 All hazardous waste such as broken glass or nailed timber is to be transported off site as soon as possible and not left until the end of the day.

20.0 Completing the works / progress

20.1 The Contractor must ensure that the customer is left at the end of each working day with a water supply, power supply and a form of heating.

20.2 If it is not possible to operate the customer's heating system then the contractor must provide an alternative form e.g. Portable electric PAT tested convector heaters or similar.

20.3 In locations such as Group Homes it may be necessary to provide heating throughout the day to protect the customers from the cold.

20.4 At the end of each working day the properties are to be left secure and watertight.

20.5 The customer should be left fully aware of the current progress and the future timetable of anticipated working arrangements. At no point should any customer be left not knowing when the contractor is due to return.

20.6 When the contractor has completed the works but knows of some defects that are to be remedied at a later date the contractor is to make arrangements with the customer to return at a mutually convenient time before he/she leaves the site. If this is not possible then some alternative system shall be used whereby the contractor can contact the customer when he/she is ready to remedy the work. PT is to be informed of any arrangements.

20.7 Where defects have been recorded by PT following a post-works inspection the contractor will be expected to return to site and remedy those defects within 5 working days. Defects, which are dangerous to occupiers, members of the public or render the property insecure or not watertight, must be remedied on the same day as notification.

20.8 Clear post-work instructions must be provided to the customer, where appropriate, e.g. how to operate any new equipment or the paint should be left to dry for 3-4 hours

Section C – Health and safety, equality, safeguarding and quality

21.0 Health and safety

21.1 All contractors must adhere to current health and safety legislation and guidance including CDM.

21.2 Contractors must keep PT informed as to any hazards or situations which arise which could impact on the health and safety of the site or its occupants or neighbouring sites/occupants.

21.3 Risk assessments and method statements must be available for PT to inspect at any time

21.4 PT must be advised of the outcome of any investigation into health and safety that takes place within the contractors business which could possibly also occur while the contractor is working with PT

21.5 Contractor labour must be fully trained in the health and safety requirements for that task

21.6 Customers must be informed of any health and safety actions they need to take or not take in relation to the work in hand e.g. do not stand over the worker; remain in another room, open a window etc.

21.7 All works carried out must meet current regulatory requirements

21.8 All works related to net zero must meet PAS35 requirements

21.9 If the contractor requires any further health and safety information relating to a site that PT has not provided sufficiently then the contractor should ask PT for this information and adjust work and schedules to ensure safety remains paramount for all parties

22.0 Equality and diversity

22.1 PT is committed to equality of opportunity and, therefore, wishes to encourage its contractors to demonstrate a similar commitment. In particular, it would like to see that contractors:

- Try to employ local labour
- Take steps to ensure that they recruit people to reflect the ethnic mix of the communities in which they are working.
- Abide by the Equality Act 2010
- Whenever necessary seek advice from bodies such as the Equality and Human Rights Commission.
- Adopt Papworth Trust Equality, Diversity and Inclusion Policy where they do not have their own policies and procedures.
- Use access information provided by Papworth Trust to tailor their service to meet the needs of the individual e.g. visual or hearing impairment

22.2 PT wishes to make plain to all contractors that it will not tolerate discriminatory behaviour or racial or sexual harassment towards its agents, employees, or tenants, and that any allegation of such behaviour will be investigated thoroughly and that appropriate disciplinary action will be taken against offenders if allegations are found to be correct.

22.3 Equally, contractors or their employees who have suffered discriminatory behaviour or racial or sexual harassment should bring this to the attention of PT, who will investigate fully in accordance with the timescales set out in the Complaints procedure and if the allegation is found to be correct will take the appropriate action.

23.0 Safeguarding

23.1 PT require Contractors to abide by the Department of Health guidelines, County Council policy and PT policy regarding safeguarding. The latter can be requested from PT.

23.2 If Contractors have safeguarding concerns these should be addressed as per the County policy or referred to PT on the same day they are encountered.

23.3 Typical concerns that the Contractor may notice are:

- The customer is experiencing severe financial hardship
- The customer is socially isolated
- The customers property has been damaged
- The customers property has been neglected
- There is evidence of substance abuse
- There are general concerns for the welfare of the customers
- There is a concern for the welfare of any animals at the property
- The customer is suffering or perpetrating neighbour nuisance
- The customer is suffering from fuel poverty and is unable to heat the property

23.4 PT will not disclose to customers the origin of any concerns submitted by contractors.

23.5 You must ensure you are not left alone with minors under the age of 18 years.

24.0 Quality standards

24.1 The standards and rules set out in this document are to be applied to the same degree to properties regardless of the occupant's standard of living, housekeeping or behaviour.

24.2 Failure to comply with this code of conduct will result in appropriate action being taken, and the contractor's standing on PT Approved Contractor list and future tender lists will be reviewed.

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Owner Business Manager, Housing
Approvers Senior Business Manager, Property Maintenance
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Version tracker

Version number	Date	Comments/Reason for issue
1.1	October 2018	New code developed from HIA Code
2.0	January 2022	Updated. Additions to S4. Clarifications to Section B. Enhancements to section C. Changes to S16.

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