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Dated



Ashantidutch Property Letting Limited

Terms and Conditions

For Service Providers

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## TERMS AND CONDITIONS

### 1. INTERPRETATION

#### 1.1 Definitions. In these Conditions, the following definitions apply.

**Ashantidutch:** Ashantidutch Property Letting Limited, a company registered in England and Wales under company number 07152564 and whose registered office is at Unit 2 Craftsmans works, Sneyd Street, Sneyd Green, Stoke-on-Trent, ST6 2NZ.



**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Commencement Date:** has the meaning given to it in clause 11.

**Commission:** has the meaning given to it in clause 5.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 15.7.

**Contract:** the contract between Ashantidutch Property Letting Limited and the Service Provider for the registration and maintenance of registration of the Service Provider with the Website and Database in accordance with these Conditions.

**Database:** the database of providers of services on the Website.

**Landlord:** the clients of Ashantidutch Property Letting Limited who own properties available to let registered with the Website.

**Registration Form:** the registration form, in the form prescribed by Ashantidutch Property Letting Limited, to be completed by the Service Provider and containing, without limitation, details of the Service Provider and the Services.

**Service Provider:** the person or firm named in the Registration Form.

**Services:** any services provided by the Service Provider to property owners and Landlords.

**Website:** Ashantidutch's website at [www.perpetualrents.couk](http://www.perpetualrents.couk) or [www.thenovoidsman.com](http://www.thenovoidsman.com)

#### 1.2 Construction. In these Conditions, the following rules apply:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5 a reference to **writing** or **written** includes faxes and e-mails.



## 2. BASIS OF CONTRACT

- 2.1 Submission of a Registration Form constitutes an offer by the Service Provider to register with the Website in accordance with these Conditions.
- 2.2 The Registration Form shall only be deemed to be accepted when Ashantidutch Property Letting Limited issues written acceptance of the Registration Form via email, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Contract constitutes the entire agreement between the parties. The Service Provider acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Ashantidutch Property Letting Limited which is not set out in the Contract.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Service Provider seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 3. WEBSITE

- 3.1 On completion of Registration, Ashantidutch Property Letting Limited shall:
- 3.1.1 provide the Service Provider with access to the Website and Database;
- 3.1.2 register the Service Provider's details on the Website and Database;
- 3.1.3 procure that the Service Provider's contact information, and any other information which in Ashantidutch's absolute discretion it chooses to list on the Website, is available to search and view by all Landlords registered with the Website.
- 3.2 Ashantidutch Property Letting Limited shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind the Service Provider in any way, and shall not do any act which might reasonably create the impression that

Ashantidutch Property Letting Limited is so authorised. Ashantidutch Property Letting Limited shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Service Provider, including for the provision of Services or the price for them, and shall not negotiate any terms for the provision of Services with Landlords.

3.3 Ashantidutch Property Letting Limited must disclose to each Landlord that it is an introduction agent of the Service Provider and that it has no authority or ability to negotiate or vary the Services or the terms of the Services or enter into any contract on behalf of the Service Provider.

3.4 Ashantidutch Property Letting Limited shall not, without the Service Provider's prior written consent, make or give any representations, warranties or other promises concerning the Services.

#### **4. ANNUAL REGISTRATION FEE**

4.1 The Service Provider shall pay Ashantidutch Property Letting Limited an annual fee of £[250] plus VAT when applicable (Annual Fee) as consideration for the Registration of the Service Provider's details on the Website and Database and is based on each unitary area call for volume.

4.2 The Service Provider shall pay the first Annual Fee on completion of Registration.

4.3 Ashantidutch Property Letting Limited shall invoice the Service Provider for each subsequent Annual Fee on the anniversary of completion of Registration. The Service Provider shall pay each invoice for the Annual Fee within [14] days' of the date of invoice.

#### **5. COMMISSION AND PAYMENT, NO COMMISSION IF ANY WILL BE APPLICABLE FOR FIRST YEAR**

5.1 Ashantidutch Property Letting Limited shall be entitled to Commission if a Landlord purchases Services from a Service Provider.

5.2 The amount of commission payable shall be reviewed annually as a [PERCENTAGE] % of each amount charged by the Service Provider to a Landlord (Commission).

5.3 The Service Provider shall promptly notify Ashantidutch Property Letting Limited in writing or via the website or email of the following:

5.3.1 the date it provides Services to a Landlord;

5.3.2 the amount of the payments due to the Service Provider from a Landlord; and

no later than 3 Business Days after it provides Services to a Landlord.

- 5.4 Except where the procedures set out in clause 5.5 and clause 5.6 below have been followed, all Commission payable pursuant to clause 5.2 shall be due to Ashantidutch Property Letting Limited (whether invoiced or not) within **[5]** days of the end of the month in which the Service Provider received the corresponding payment for Services from a Landlord.
- 5.5 The Service Provider shall within **[5]** days of the end of the month in which the Service Provider received the corresponding payment for Services from a Landlord send to Ashantidutch Property Letting Limited a written statement setting out, in respect of such month, and in respect of all Services provided to a Landlord:
- 5.5.1 the Commission payable to Ashantidutch Property Letting Limited;
  - 5.5.2 the payments for Services received and details of any sums due which have not been received; and
  - 5.5.3 how the Commission has been calculated, including details of all deductions made in determining Net Income.
- 5.6 Ashantidutch Property Letting Limited shall invoice the Service Provider for the Commission payable as per the Service Provider's statement submitted pursuant to clause 5.5, together with any applicable VAT, in which case, notwithstanding clause 5.4 above, the due date for payment by the Service Provider of such Commission shall be **[15]** days from date of invoice.
- 5.7 Commission shall be payable to Ashantidutch Property Letting Limited in pounds sterling.
- 5.8 All sums payable under the Contract:
- 5.8.1 are exclusive of value added tax or other applicable sales tax, which shall be added to the sum in question;
  - 5.8.2 shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payor is required by law to deduct withholding tax from sums payable to the payee. If the payor is required by law to deduct withholding tax, then the payor and the payee shall co-operate in all respects and take all reasonable steps necessary to:
    - 5.8.2.1 lawfully avoid making any such deductions; or
    - 5.8.2.2 enable the payee to obtain a tax credit in respect of the amount withheld.
- 5.9 If the Service Provider fails to make any payment due to Ashantidutch Property Letting Limited under the Contract by the due date for payment, then, without limiting

Ashantidutch Property Letting Limited's remedies under clause 12, the Service Provider shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Service Provider shall pay the interest together with the overdue amount.

- 5.10 Termination of the Contract, howsoever arising, shall not affect the continuation in force of this clause 5 and the Service Provider's obligation to pay Commission to Ashantidutch Property Letting Limited in accordance with it.

## **6. OBLIGATIONS OF THE SERVICE PROVIDER**

- 6.1 The Service Provider must at all material times act in good faith towards Ashantidutch Property Letting Limited.
- 6.2 The Service Provider shall provide Ashantidutch Property Letting Limited at all material times with the information Ashantidutch Property Letting Limited reasonably requires to carry out its duties, including details of the Services, and information about the Service Provider, including accreditation and registration details of the Service Provider.
- 6.3 The Service Provider shall inform Ashantidutch Property Letting Limited immediately if the Service Provider suspends or ceases to perform the Services or loses any accreditation or registration required by the Service Provider to perform the Services.
- 6.4 The Service Provider shall not be responsible for any costs incurred by Ashantidutch Property Letting Limited unless such costs have been agreed by the Service Provider in writing, in advance.
- 6.5 The Service Provider shall be under no obligation to provide Services to any Landlord.

## **7. ACCESSING OUR SITE**

- 7.1 Ashantidutch Property Letting Limited does not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. Ashantidutch Property Letting Limited may suspend, withdraw, discontinue or change all or any part of the Website without notice. Ashantidutch Property Letting Limited will not be liable to the Service Provider if for any reason the Website is unavailable at any time or for any period.
- 7.2 The Service Provider is responsible for making all arrangements necessary for it to have access to the Website.

- 7.3 The Service Provider is also responsible for ensuring that all persons who access the Website through its internet connection are aware of these Conditions and other applicable terms and conditions, and that they comply with them.

## **8. WEBSITE ACCOUNT AND PASSWORD**

- 8.1 On completion of Registration, Ashantidutch Property Letting Limited shall provide to the Service Provider a user identification code, password and any other piece of information Ashantidutch Property Letting Limited may decide as part of its security procedures. The Service Provider must treat such information as confidential and must not disclose it to any third party.
- 8.2 Ashantidutch Property Letting Limited has the right to disable any user identification code or password, whether chosen by the Service Provider or allocated by Ashantidutch Property Letting Limited, at any time, if in Ashantidutch Property Letting Limited's reasonable opinion the Service Provider has failed to comply with any of the provisions of the Contract.
- 8.3 If the Service Provider knows or suspects that anyone other than the Service Provider knows its user identification code or password, the Service Provider must promptly notify Ashantidutch Property Letting Limited at [\[info@ashantidutchpropertyletting.co.uk\]](mailto:info@ashantidutchpropertyletting.co.uk).

## **9. USE OF THE WEBSITE**

- 9.1 The Service Provider shall not:
- 9.1.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
- 9.1.1.1 and except to the extent expressly permitted under the Contract, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Website in any form or media or by any means; or
- 9.1.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software used in connection with the Website; or
- 9.1.2 access all or any part of the Website in order to build a product or service which competes with the services provided by Ashantidutch Property Letting Limited via the Website; or
- 9.1.3 use the Website to provide services to third parties.



## 10. CONFIDENTIALITY

10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.

10.2 Each party may disclose the other party's confidential information:

10.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and

10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

10.4 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by Ashantidutch Property Letting Limited from the Service Provider shall be returned promptly to the Service Provider on termination of this agreement, and no copies shall be kept.

## 11. COMMENCEMENT AND DURATION

The Contract shall commence on completion of Registration (**Commencement Date**). Unless terminated earlier in accordance with clause 12 or this clause, the Contract shall continue for a period of 12 months (**Initial Term**) and shall automatically extend for 12 months (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other, not later than **[8]** weeks' before the end of the Initial Term or the relevant Extended Term, to terminate the Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.

## 12. TERMINATION

12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:



- 12.1.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified to make such payment;
- 12.1.2 the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 12.1.3 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 12.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 12.1.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 12.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- 12.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- 12.1.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 12.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 12.1.10 the other party (being an individual) is the subject of a bankruptcy petition or order;
- 12.1.11 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or

sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

12.1.12 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.4 to clause 12.1.11 (inclusive);

12.1.13 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

12.1.14 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

### 13. CONSEQUENCES OF TERMINATION

13.1 On termination of the Contract for any reason:

13.1.1 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

13.1.2 clauses which expressly or by implication survive termination shall continue in full force and effect.

### 14. ANTI-BRIBERY COMPLIANCE

14.1 The Service Provider shall:

14.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);

14.1.2 comply with any Ethics and Anti-bribery Policy adopted by Ashantidutch Property Letting Limited from time to time (**Relevant Policies**);

14.1.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and will enforce them where appropriate;

14.1.4 promptly report to Ashantidutch Property Letting Limited any request or demand for any undue financial or other advantage of any kind received by the Service Provider in connection with the performance of the Contract;

14.1.5 if requested to do so by Ashantidutch Property Letting Limited, certify to Ashantidutch Property Letting Limited compliance with this clause 14 by the Service Provider. The Service Provider shall provide such supporting evidence of compliance as Ashantidutch Property Letting Limited may reasonably request.



14.2 Breach of this clause 14 by the Service Provider shall be deemed a material breach under clause 12.1.2.

14.3 For the purpose of this clause 14, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

## **15. GENERAL**

### **15.1 Assignment and other dealings.**

15.1.1 Ashantidutch Property Letting Limited may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

15.1.2 The Service Provider shall not, without the prior written consent of Ashantidutch Property Letting Limited, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

### **15.2 Notices.**

15.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2.1; if sent by

pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 15.3 **Severance.**



15.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.3.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

- 15.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Ashantidutch Property Letting Limited.
- 15.8 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 15.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

# 2

## CONDITIONS OF ENGAGEMENT FOR APPROVED CONTRACTORS



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## General requirements

### Submit evidence for sustainable timber procurement

Timing: no less than two weeks before placing orders

Extent: Certification verifying managed sources for all timber and timber based products

### Moisture content,

maximum of wood and wood base products at time of fixing

Structural wood and wood based boards

Location - covered and general unheated, 18% WMC

- internal and continuously heated 12% WMC

Joinery, - external 12-19%

- Internal heated rooms 12-21°C: 9-13:%

**All moisture content to conform to BS:63991 & BS 589:1973.**

**Random sample testing will be completed using calibrated GE Protimeter.**

### Execution

Document precedence, where there is conflicting document, information written or selected overrides contract drawings

### Building Vocabulary

#### Definitions:

**Submit;** submit information to employer or agent on request.

**Give notice;** inform in writing of request of intended action.

**Remove;** dismantle, disconnect and remove from site and dispose of in accordance to site waste management.

**Fix;** secure in position, after removing from store or after delivery.

Set to one side for reuse; place under cover or in safe area, clean and undamaged.

**Make good;** remedial work to be complete to make safe or neat.

**Replace;** supply or utilise sufficient materials of works.

**Refix;** remove materials and fix at identified location on site.

**Colour batching;** only use colours that match appropriate batching in regard to location.

**As existing;** provide materials and products of the same design and quality from the same supplier, making adjustment for aging and match to be inconspicuous.

#### General quality:

##### Product and execution.

Source from same manufacturers', quality of work and materials to be constant in regard to size, kind, colour and appearance. Product quality and dimension is critical to ensure compliance.

**Fixing and application;** to be accurate and plumb neat and in alignment.

**Colour and batching;** do not use different colour batches together

**Dimension;** check on site dimensions from drawings.

**Ducts, chases and holes;** contractor to make minimal damage and all remedial works to be paid for by contractor.

**Sizes;** check all sizes before use for normality and conformity of manufacturers recommendations.

Manufacturers recommendations; comply with printed documentation and site instructions, copies to be kept on site.

**Certified products;** comply with limits and recommendations and keep original certificates on site for inspection.

**Defects;** do not proceed to use materials when discovered, report to supplier and have replacement delivered, take abortive action until replacement is delivered.

Accuracy, appearance and fit; tolerance to fit in with existing, if this is difficult to achieve request pre-emptive viewing by submitting a proposal, as soon as difficulty is encountered and propose alternative.

**General tolerance to BS 5606 Accuracy in buildings.**

**Storage;** all materials and fittings to be stored in accordance with manufacturer's instructions, and where not specified are to be provided by contractor.

**Variations;** these are deemed as works that are not listed on the specification, prices must be given before works commence and must be agreed as a variation to the contract and the relevant variation order must be completed and agreed with the charity or landlord.



## Statutory regulations

Constructions Design and Management Regulations 2007 (CDM)  
Control of Substances Hazardous to Health Act 2002 (COSHH)  
The Construction Head Protection Regulation 1989  
Lifting operation and lifting equipment Regulation 1989  
Personal Protective Equipment at work Regulations 1992

The construction Health and Safety and Welfare Regulations 1996  
The working at height Regulations 2005  
The Site Waste Management Plans Regulations 2008.  
The Party Wall Act 1996 is enforceable

**Site waste to be removed and disposed of as part of price  
remove all refuse and rubble from the premises accumulated  
during the course of the works and transfer to tip including all charges. All fixtures and fittings and  
structures disturbed during the course of the works to be made good and left in working order.**

## Plant

All Plant is to be provided by the supplier/ contractor/ sub contractors / service provider.

The supplier/ contractor/ sub contractors / service provider will hold *Ashantidutch* Property Letting Ltd and Nacro indemnified against all claims for loss of fixtures, fittings, furniture or contents etc, in the case of fire or accident, employer's liability and third party claims from the execution of work at his or her own expense.

Where manufactured items are used, they shall be installed strictly in accordance with the manufacturer's instructions.

The supplier/ contractor/ sub contractors / service provider shall do everything necessary to execute the work whether specifically mentioned on the order or not.

Without prejudice to other claims, the supplier/ contractor/ sub contractors / service provider, will be expressly responsible for defects in either quality of work or material supplied, and or fixed for a period of six calendar months after the completion date. He or she will be required to make good any defects or faults which may appear with that period, whether due to defective work or materials, carelessness or causes arising there from, including any damage to adjoining property, at his or her own cost.

## Working Hours

Generally work to properties shall be carried out between 9 am and 5pm, from Monday to Friday, except in case of emergency, or by prior agreement with *Ashantidutch* Property Letting Ltd and Nacro.

## Access to residential properties

Access is usually by key for repairs to communal areas at residential properties. When keys have been issued to the supplier/ contractor/ sub contractors / service provider, , they must be returned to the issuing office at the end of the day, unless a prior arrangement has been made, lost keys and the replacement of any locks as a result of keys been lost shall be at the cost of the supplier/ contractor/ sub contractors / service provider, ( **so please do not loose the keys as they are master keys made specific to our need**).

The supplier/ contractor/ sub contractors / service provider, must always knock before entering when a key has been issued, and contractors should always respect the resident's privacy and belongings.

When repairs have been arranged, the supplier/ contractor/ sub contractors / service provider, and carry out the repairs on the day arranged. Residents are given advanced warning of contractor visits, except in the case of emergency repairs.

The supplier/ contractor/ sub contractors / service provider, is responsible for the security of the premises, and doors must be locked for however short a time. All reasonable care must be taken to ensure no unauthorised entry is gained to the landlords and tenant premises.

### **Protecting Property and Occupants**

The supplier/ contractor/ sub contractors / service provider, shall provide all necessary, properly erected protection and screening for the protection of the property, fixtures and fittings, including tenant's possessions, and the adjoining property, at all times.

Work must be carried out with the minimum inconvenience to staff, service users and adjoining property occupiers. All fittings that are temporarily moved should be restored to their original condition. The supplier/ contractor/ sub contractors / service provider, must remove all rubbish arising from repairs on the site. Ladders, or any other means of access, must not be left where they will afford facilities for burglary, house breaking or trespassing. Materials or plant must not be left causing obstruction to fire exits or passageways through the property. Any materials, tools or plant will be secured to prevent danger to occupants, visitors or neighbours.

When carrying out work, the supplier/ contractor/ sub contractors / service provider, shall not use any substance, which may be hazardous to health. Prior written authorisation is required from Ashantidutch Property Letting Ltd and Nacro for the use of any such substance. Occupants should be given full details of any precautions that should be taken.

### **Ordering**

All instructions to the supplier/ contractor/ sub contractors / service provider, will be given in writing on an official order form, Ashantidutch Property Letting Ltd or Nacro, however, official orders from landlords on this site shall be deemed as binding.

Any verbal instructions will be confirmed by written order, and no instruction should be accepted unless the number of the written order, which will follow, has been quoted. In an emergency or out of hours, when it is not possible to adopt this procedure, Ashantidutch Property Letting Ltd or Nacro will issue an order as quickly as possible.

## Quotation

The supplier/ contractor/ sub contractors / service provider, must inform Ashantidutch Property Letting Ltd or Nacro if the cost of a repair will exceed a quote, previously given. Written confirmation will be given on the official order form.

## Invoices

All invoices must show the supplier/ contractor/ sub contractors / service provider, 's official office address, telephone number, business header, Ashantidutch Property Letting Ltd or Nacro order number, property address, a description of the repair and a completion date.

A separate invoice must accompany each order. VAT should be listed separately for materials and labour, if applicable. Each invoice should state gross total including VAT. Under no circumstances should an invoice be submitted to Ashantidutch Property Letting Ltd or Nacro prior to work being carried out.

If the supplier/ contractor/ sub contractors / service provider, does not receive an order, they must inform Ashantidutch Property Letting Ltd or Nacro's local manager or the Maintenance Helpdesk. Any invoice submitted without the Ashantidutch Property Letting Ltd or Nacro order number, will be subject to delay in passing for payment. Therefore it is in the supplier/ contractor/ sub contractors / service provider, 's best interest to ensure that an order number is given at the time of booking.

## Payment of Accounts

Payment will only be made for goods supplied or work completed and invoiced in accordance with all points noted above.

Interim payments will not be made unless specifically agreed in writing before the work commences.

Ashantidutch Property Letting Ltd or Nacro will pay all undisputed accounts monthly in arrears. Invoices submitted by the end of the third week in the month will normally be paid before the last working day of the following month.

If there is any query regarding either work covered or the invoice value, Ashantidutch Property Letting Ltd or Nacro will inform the supplier/ contractor/ sub contractors / service provider, at the earliest possible date, and payment will be withheld until the query is resolved.

Payment to contractors will be made by BACS.

Any payment offered other than the above, must be viewed as an unauthorised payment, and must be reported to Ashantidutch Property Letting Ltd or Nacro's Area Manager.

#### **Protection and Confidentiality of Contractors**

In the interests of all concerned, any contractor encountering a difficult or potentially violent situation must leave the site immediately, and report the matter to Ashantidutch Property Letting Ltd or Nacro staff as soon as possible.

Any complaint arising from a dispute, in any form, between a service user and a contractor must be referred to the local Ashantidutch Property Letting Ltd or Nacro manager concerned or to the Maintenance Helpdesk.

Ashantidutch Property Letting Ltd or Nacro undertakes not to discuss the affairs of the supplier/ contractor/ sub contractors / service provider, with other contractors.

Within the confines of the law, Ashantidutch Property Letting Ltd or Nacro will not disclose to other parties the content of any invoice relating to rates or charges, without the specific agreement of the supplier/ contractor/ sub contractors / service provider, .

No recommendation or comment upon the performance, standards or conduct of a contractor will be made outside the confines of Ashantidutch Property Letting Ltd or Nacro, without the prior agreement of the supplier/ contractor/ sub contractors / service provider, .

Contractors are entitled to be treated politely and with respect by all Ashantidutch Property Letting Ltd or Nacro staff and service users. Racist or sexist behaviour towards contractors will not be tolerated.

## **Protection and Confidentiality of Ashantidutch Property Letting Ltd or Nacro service users**

Particular note should be taken to instruct contractor's operatives not to involve themselves in discussion with service users or others (particularly visitors and/ or neighbours) of matters which may contravene reasonable requirements of confidentiality concerning Ashantidutch Property Letting Ltd or Nacro's business, and should be diplomatically redirected to the appropriate staff.



Abandoned belongings should only be removed by contractors when given written instruction from Ashantidutch Property Letting Ltd or Nacro staff.

Over and above the general requirements of standards of performance and conduct required, due note should be taken that no deviation from these norms will be acceptable, regardless of the standards of living, housekeeping or behaviour of service users.

## **Code of Conduct**

Contractors are required to abide by Ashantidutch Property Letting Ltd or Nacro's Code of Conduct for Contractors shown at the appendix. Failure to do so will result in the removal of approved contractor status.



## APPENDIX

### Code of conduct for contractors

When carrying out repairs and maintenance work on Ashantidutch Property Letting Ltd or Nacro premises, contractors, their employees and sub-contractors are expected at all times to adhere to the following code of conduct:

#### DO

- Arrive on time for appointments. If there are likely be difficulties, inform our staff straight away. Give at least 24 hours notice before carrying out a repair unless it is an emergency repair carry an identification badge or wear a uniform with company logo.
- Gain permission to enter a resident's room either from the resident him/ herself or from a member of our staff.
- Be polite and courteous to Ashantidutch Property Letting Ltd or Nacro staff, service users and visitors
- Respect the privacy of our service users and their right to confidentiality
- Carry out any repairs or maintenance work with due care and diligence
- Respect a resident's home and protect plants, trees and flowers when using plant and access equipment.
- Use dust sheets to protect furniture and fittings
- Clean or tidy up the work area or surface after a repair has been completed and promptly. Remove rubbish from site on completion of work.
- Inform a member of our staff if you have any concerns about an individual service user or believe them to be in any danger.

#### DO NOT

- Make any racist, sexist, homophobic or other offensive remarks or comments
- Swear or use offensive language
- Make comments about a resident's home
- Inform others where an individual resident lives or the possessions he/ she owns
- Give out personal information about yourself
- Accept gifts, monetary or otherwise, from staff or service users or sell them goods
- Play radios loudly or create excessive noise and consider using equipment with headphones but ensure any health and safety implications are considered fully
- Smoke
- Eat on the premises or use residents' milk, sugar, tea, coffee etc without their permission
- Use residents' toilet and washing facilities without their permission or enter an area of the resident's home that has no connection to the repairs being carried out
- Wear dirty shoes in properties either remove shoes or wear slip over protection

Please note your prices will not be disclosed to any other parties but will be used by us for comparative purposes in house, however, we are mindful that to operate you must make a profit.