

MAINTENANCE OPERATIONS

HEALTH AND SAFETY – GENERAL

1. The Contractor's health and safety procedures for Maintenance Works shall be sufficient to protect the health, safety and welfare of staff, other contractors, the Council and members of the public.
2. The Contractor shall carry out health and safety risk assessments for Maintenance Works and shall retain records of all such assessments.
3. The Contractor shall produce written statements of Health and Safety Policy and Codes of Safe Working in accordance with the provisions of the Health and Safety at Work Etc. Act 1974, and submit these documents to the Authorised Officer for approval prior to their distribution to all members of the Contractor's staff. The Contractor shall ensure that all employees receive a personal copy of this document and have access to all other documents concerned with the Health and Safety at Work Etc. Act.
4. The Contractor shall review its Health and Safety policy and safe working procedures and practices in the light of changing legislation, or as often as may be necessary to meet Good Industry Practice and any additional reasonable requirements of the Council, and shall notify the Council in writing of any such revisions.
5. The Contractor shall regularly review the effectiveness of its health and safety policy and safe working practices code. Such a review shall be undertaken at least once during each Contract Year.
6. The Authorised Officer shall have access to the Demised Premises at all times for the purpose of inspection of all health and safety records, procedures and to ascertain compliance with this Specification.

HEALTH AND SAFETY

7. The Contractor shall ensure that the Demised Premises are used and maintained in a safe manner and that all necessary training and instruction is given to staff required to operate and maintain any plant and equipment. The Contractor's staff shall have the required competency in health and safety matters for all of the duties they are required to carry out in performing the Services. The Contractor shall keep and maintain Health and Safety documentation with reference to staff competencies, and make such documentation available to the Authorised Officer on request.

8. The Contractor shall keep records of maintenance activities in accordance with Regulation 5 of the Workplace (Health, Safety & Welfare) Regulations 1992, other related legislation, and Good Industry Practice.
9. Where the condition of any plant or equipment used in connection with the Services is such that the Contractor considers that it may adversely affect the health and safety of staff, or of members of the public, or of other contractors, the Contractor shall notify the Authorised Officer immediately, supplying details of the action taken to repair, withdraw from use, and/or replace such plant or equipment.

FIRE ALARM SYSTEMS

10. The Contractor shall ensure that any fire alarm systems installed in demised areas are fully operational at all times.
11. The Contractor shall maintain all such fire alarm systems, and arrange for all inspections and tests required in accordance with BS5839, Part I and any other relevant legislation and any subsequent amendments thereof, and in accordance with the recommendations of the Fire Protection Branch of the L.F.E.P.A.
12. The Contractor shall ensure that all fire alarm systems, hose reels and fire fighting appliances are selected, installed, and maintained in accordance with the appropriate British Standard and any subsequent amendment thereof.
13. The Contractor shall comply with all procedures regarding alarms, fire fighting equipment, evacuation, and signing of exits etc. as may be specified from time to time by the Fire Protection Branch of the L.F.E.P.A.

ENVIRONMENTAL CONDITIONS

14. The Contractor shall keep all demised premises at temperatures that maintain comfortable working conditions in accordance with Regulations 6 & 7 of the Workplace (Health, Safety & Welfare) Regulations 1992 and other related legislation.
15. The Authorised Officer shall be admitted on request to any demised premises for the purpose of testing and recording environmental conditions, and any such records made by the Authorised Officer shall be countersigned by the Contract Manager or his/her representative.

16. The Contractor shall display thermometers within indoor workplaces in accordance with Regulation 7 of the Workplace (Health, Safety & Welfare) Regulations 1992.
17. The Contractor shall maintain suitable and sufficient lighting levels such as to ensure a safe working environment in accordance with Regulation 8 of the Workplace (Health, Safety & Welfare) Regulations 1992.
18. The Contractor shall maintain all demised premises in a hygienic, clean condition such as to meet the occupants' reasonable expectations of comfort.

HEATING AND VENTILATION

19. The Contractor shall ensure that ventilation rates and air temperatures in all demised premises are at sufficient levels to comply with the requirements of Regulations 6 & 7 of the Workplace (Health, Safety & Welfare) Regulations 1992.
20. The Contractor shall maintain heating/lighting and ventilation systems in the demised premises using as a minimum standard the relevant standards contained within the HVCA Standard Maintenance Specification for Services, Volume 1 to 5 (SMG 2000), and in accordance with relevant HSE documentation, CIBSE guidance, relevant British Standard documentation and any other relevant Good Industry Practice and any subsequent amendment thereof.

MAINTENANCE PROGRAMME

21. The Contractor shall carry out Planned Preventative Maintenance and Day to Day Maintenance in accordance with the Maintenance Programme. (Requirements in relation to the Maintenance Programme are detailed in clause 20 of the Partnership Contract.)
22. **Planned Preventative Maintenance** is defined as the maintenance organised and carried out at pre-determined intervals or corresponding to prescribed criteria, undertaken with forethought, control and the issue of records to a pre-determined plan. This maintenance is intended to reduce the probability of failure or the performance degradation of an item.
23. **Day-To-Day Maintenance** is defined as the routine repairs, renewals and maintenance which become necessary on a day-to-day basis and which normally arise from the deterioration or failure of plant, services or elements of buildings or properties. Works which arise from accidental or malicious damage to buildings or properties

shall also be included in this definition, together with small works necessary to prevent danger to persons or damage to property.

THE COUNCIL'S RESPONSIBILITIES

24. The Council shall retain responsibility for the maintenance and repairs of the Demised Premises only as detailed below;
- i) The foundations (excluding those belonging to the statutory undertaking and any underground services), structural steelwork, structural concrete, loadbearing walls, beams, ramps and staircases.
 - ii) The roof, roof joists and supports, external fabric and finishes, exterior window frames and exterior door frames.
 - iii) Access roads, kerbs, car park.

THE CONTRACTOR'S RESPONSIBILITIES

25. The Contractor shall be responsible for the maintenance and repair of all plastered coverings and plasterwork, paint and other finishes; all internal doors, internal door frames and window glass; all internal walls and partitions; all heating systems, pipes cables and wires and consumable items; all drains (up to the point of connection with the public sewerage system) that are exclusively within the Demised Premises or exclusively used by the Contractor; and all fixtures and fittings in or about the Demised Premises (including any Tenants' fixtures and fittings) and not expressly excluded under paragraph 24.
26. For the avoidance of doubt and without limitation the Contractor's obligations in relation to repair and maintenance as detailed in paragraph 25 extend to any damage or loss resulting in whole or in part from any misuse, accident, act of vandalism, or any other occurrence.
27. In those parts of the Demised Premises assigned as being the Contractor's responsibility, the Contractor shall repair or maintain any item requiring repair or maintenance in accordance with statutory requirements (where applicable), or with its manufacturer's or supplier's instructions or recommendations, unless compliance with Good Industry Practice would require that the item should be repaired or maintained to a higher standard.
28. The Contractor shall forward any copies of Certificates of Inspection to the Authorised Officer within one month of the inspection of any plant or electrical installation requiring such inspection.

29. The Contractor shall ensure that all works of repair and maintenance are carried out by Competent Persons.

HANDOVER AT THE BEGINNING AND END OF THE CONTRACT PERIOD

30. The Contractor and the Council shall inspect each of the Demised Premises before the Commencement Date and three (3) months prior to the expiry date or at termination. The Contractor and the Council shall agree, and record their agreement to, the contents of written condition surveys in relation to each of the demised premises.

MAINTAINING THE CONDITION OF THE BUILDINGS

31. The Contractor shall ensure that the Demised Premises are kept in good condition at all times. In carrying out building maintenance, the Contractor shall comply with all statutory regulations concerning working practices and public safety and ensure the competence of employees and sub-contractors used in such maintenance.
32. The Contractor shall not add to, adapt, alter or otherwise change any item of mechanical or electrical plant or equipment at the Demised premises without express written permission of the Authorised Officer.
33. All materials used by the Contractor in any building maintenance shall comply with the relevant British Standards or Good Industry Practice whichever is the higher.

PLANNED PREVENTATIVE MAINTENANCE

34. The Contractor shall submit a monthly report to the Authorised Officer detailing all Planned Preventative Maintenance works undertaken in the previous month as part of the annual Maintenance Programme. The report shall include details of the asset(s) to which the works were undertaken, details of the nature of the works, a record of the name of the member of staff and/or sub-contractor who carried out the works, the hours taken to carry out the works (if carried out by internal staff) or the cost where a sub-contractor was used.

DAY TO DAY MAINTENANCE

35. The Contractor shall submit a monthly report to the Authorised Officer detailing all Day to day Maintenance works undertaken for the previous month. The report shall include details of the asset(s) to which the works were undertaken, details of the nature of the works, a record of the name of the member of staff and/or sub-contractor

who carried out the works, the hours taken to carry out the works (if carried out by internal staff) or the cost where a sub-contractor was used.

36. All Planned Preventative Maintenance works and all Day to Day Maintenance works shall be undertaken using as a minimum standard the relevant schedules contained within the Heating and Ventilating Contractors Association (HVCA) Standard Maintenance Specifications for Services, Volume 1 to 5 (SMG 2000), and/or the appropriate manufacturers' recommendations, and/or Good Industry Practice, whichever is the higher.

STATUTORY RECORDS

37. The Contractor shall on request provide the Authorised Officer with ready access to all records maintained on plant, equipment and fabric items in conformity with Statutory Regulations and/or for insurance purposes. Appendix A is a list of required building documentation, but the list is not intended to be exhaustive and the Contractor should be aware of and take note of any amendments.

INTERNAL DECORATION

38. The Contractor shall include internal decoration at the Demised Premises in its annual Maintenance Programme.
39. Notwithstanding the provisions of the Maintenance Programme in respect of decoration, the Contractor shall redecorate any part of the Demised Premises whose decorations have become degraded through lack of care, misuse or vandalism.