



Wigan
Council

Request

Can you please provide evidence of how much Wigan Council paid PAL Electrical NW Ltd and Elite Electrical NW Ltd via WLBS.

1 April-31 March 23/2024. 1 April 31 Oct 24/2025

And any relevant contract/framework agreements.

Response

1.4.23 to 31.3.24

Elite - £147,459.56
PAL - £258,424.33

1.4.24 to 31.10.25

Elite = £285,183.90
PAL = £426,840.02

The contracts documentation for PAL Electrical & Elite Electrical & Security services are attached.

Please note that we have undertaken a public interest test and on balance the public interest favours the exemption of the schedule 2 pricing rates information. The reason for this is that under section 43(2) of the FOI Act 2000 any disclosure would be likely to prejudice the commercial interests of the contracted companies and the council.

Dated 22 July 2022

(1) Wigan Borough Council

&

(2) Elite Electrical & Security Limited

Contract for the provision of
of Property Repair & Maintenance Services



Assistant Director Legal
Town Hall
Library Street
Wigan
WN1 1YN

THIS CONTRACT is made the

22 July 2022

Parties:

- (1) WIGAN BOROUGH COUNCIL of Town Hall Library Street Wigan WN1 1YN
(Customer)
- (2) Elite Electrical & Security Limited a company registered in England and Wales
with company number 12527921 and with registered address 16 Hildale, Ashton
in Makerfield, Wigan, WN4 0AJ **(Supplier)**

Agreed terms

1. Interpretation

1.1 Definitions:

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

Charges: the charges payable by the Customer for the supply of the Services by the Supplier, as set out in Schedule 2.

Commencement Date: 23 July 2022

Contract: these terms and conditions set out in clause 1 (Interpretation) to clause 18 (General) (inclusive) plus the Schedules.

Contract Manager: the employee responsible for the management of the Contract on behalf a party

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.

Deliverables: all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts), and the **Key Deliverables** (if any).

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Key Personnel: [REDACTED]

Mandatory Policies: the Customer's mandatory policies and codes as notified to the Supplier from time to time.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in Schedule 1.

Supplier IPRs: all Intellectual Property Rights either subsisting in the Deliverables (excluding any Customer Materials incorporated in them) or otherwise necessary or desirable to enable a Customer to receive and use the Services.

1.2 Interpretation:

- a) A reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- b) Any words following the terms **including, include, in particular, for example or any similar expression** shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- c) A reference to **writing or written** excludes fax and email.

2. Commencement and term

The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until either party gives to the other not less than 1 months' written notice to terminate, expiring on 30th June 2025.

3. Supply of services

- 3.1 From the Commencement Date, the Supplier shall supply such Services to the Customer as requested in accordance with the Contract.
- 3.2 In performing the Services, the Supplier shall meet, and time is of the essence as to, any performance dates specified in any ticket issued pursuant to Schedule 1.

3.3 In supplying the Services, the Supplier shall:

- a) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- b) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- c) appoint or, at the request of the Customer, replace without delay a manager, who shall have authority to contractually bind the Supplier on all matters relating to the Services;
- d) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
- e) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract;
- f) ensure that the Services and Deliverables shall conform in all respects with any ticket or request for Services and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- g) provide all equipment, tools, vehicles and other items required to provide the Services;
- h) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- i) comply with:
 - (i) all applicable laws, statutes, regulations and codes from time to time in force; and
 - (ii) the Mandatory Policies.
- j) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises from time to time and are notified to the Supplier;
- k) hold all Customer Materials in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- l) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and
- m) notify the Customer in writing immediately upon the occurrence of a change of control of the Supplier.

3.4 Where, in the opinion of the Customer, the Supplier has failed to perform the whole or any part of the Services;

- a) to the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; or
- b) in accordance with the Contract;
 - (i) the Customer may give the Supplier written notice, specifying the unsatisfactory performance and the Customer may;
 - (ii) request the Supplier to correct or re-execute the service to the satisfaction of the Customer; or
 - (iii) withhold or reduce payments to the Supplier in such amounts as the Customer deems appropriate.

3.5 The supplier shall implement an adequate complaints procedure and implement it to the Customer's satisfaction. Where any complaints are received by the Supplier from any service user, the Supplier shall notify the Customer within 2 Business Days and promptly provide such further information to the Customer is requested.

3.6 Where Disclosure and Barring Service checks are required as part of the Services, the Supplier shall ensure these are obtained prior to the Commencement Date. Such checks shall be obtained in respect of all employees, Suppliers and volunteers who will have direct personal contact with any service users.

3.7 Where appropriate the Supplier shall comply with any reasonable request of the Customer as to the employment in or withdrawal of employees from the service should any Disclosure and Barring Service check prove that the continuation of employment would mean that any service user may be put at risk.

3.8 Each party shall notify the other and provide contact details of the employee appointed as Contract Manager.

4. Customer's obligations

4.1 The Customer shall:

- a) provide such access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in writing in advance, for the purposes of providing the Services; and
- b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

4.2 A failure by the Customer to comply with the terms of the Contract can only relieve the Supplier from complying with its obligations under the Contract with effect from the date on which the Supplier notifies the Customer in writing and in reasonable detail of the Customer's failure and its effect or anticipated effect on the Services.

5. Title to Deliverables and Customer Materials

- 5.1 Title to any Deliverables that are goods or in any physical media on which Deliverables are stored and title to any goods or materials transferred to the Customer as part of the Services shall pass to the Customer on the earlier of their delivery to the Customer or payment of the Charges for them. The Supplier transfers the Deliverables and all such goods and materials to the Customer free from all liens, charges and encumbrances.
- 5.2 All Customer Materials are the exclusive property of the Customer.

6. Data protection

The parties shall comply with their data protection obligations as set out in Schedule 3 (*Data protection*).

7. Intellectual property

- 7.1 The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.
- 7.2 The Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify the Supplier IPRs for the purpose of receiving and using the Services during the term of the Contract and for the duration of any exit assistance services provided under clause 12.
- 7.3 The Customer may sub-license the rights granted in clause 7.2 to any the Customer's Group and its customers.
- 7.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer in accordance with the Contract.
- 7.5 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt, use or onward supply of the Services by the Customer and its licensees and sub-licensees. This clause 7.5 shall survive termination of the Contract.

8. Charges and payment

- 8.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 8.

- 8.2 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT) which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 8.3 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer in accordance with 1. Each invoice shall include all supporting information reasonably required by the Customer.
- 8.4 The Customer shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.
- 8.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 12 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time.
- 8.6 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. Limitation of liability

- 9.1 References to liability in this clause 9 include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 9.3 Nothing in the Contract shall limit the Supplier's liability under clause 7.5 of the Contract.
- 9.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation; and
 - c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.5 Subject to clause 9.2 (No limitation in respect of deliberate default), clause 9.3 (Liability under identified clauses) and clause 9.4 (Liabilities which cannot legally be limited), clause 9.5b) identifies the kinds of loss that are not excluded. Subject to that, clause 9.5a) excludes specified types of loss.

a) Types of loss wholly excluded:

- (i) Loss of profits.
- (ii) Loss of sales or business.
- (iii) Loss of agreements or contracts.
- (iv) Loss of anticipated savings.
- (v) Loss of use or corruption of software, data or information.
- (vi) Loss of or damage to goodwill.
- (vii) Indirect or consequential loss.

b) Types of loss and specific losses not excluded:

- (i) Wasted expenditure.
- (ii) Additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the Contract. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials.
- (iii) Losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Supplier's personnel, regulators and customers of the Customer.
- (iv) Loss of savings.

10. Insurance

10.1 During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company:

- a) Public Liability Insurance - a minimum of £5million in respect of any one claim unlimited in any one year;
- b) Employers Liability Insurance – a minimum of £5million in respect of any one claim unlimited in any one year;
- c) Vehicle Insurance Cover – fully comprehensive cover for every vehicle used in the delivery of the Services;
- d) Professional Indemnity – a minimum of £2million in respect of any one claim, covering all employees; and

and shall produce to the Customer on request the insurance certificates giving details of cover and the receipts for the current year's premiums in respect of each insurance.

11. Business Continuity

- 11.1 The Supplier shall prepare a robust business continuity plan that ensures the continuation of the Services in the event of disruption or emergency, a copy of which shall be supplied to the Customer upon request.
- 11.2 The Supplier shall notify the Customer immediately upon an incident occurring which activates the Supplier's business continuity plan (such notification to be given prior to the issue of any notification to the press or other media).
- 11.3 Following any activation of the business continuity plan, the Supplier shall provide such information to the Customer as is requested, showing how the Supplier managed any such incident and any consequential amendments made to the Supplier's business continuity plan, processes or procedures.

12. Termination

- 12.1 This Contract may be terminated by either the Customer or Supplier giving to the other at any time at least 90 days' notice in writing.
- 12.2 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
 - a) there is a change of control of the Supplier; or
 - b) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - c) the Supplier commits a breach of clause 3.3i).
- 12.3 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:
 - a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
 - b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

- c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

12.4 The Customer may terminate this Contract and recover any loss resulting such termination if the Supplier, its employees or agents: -

- a) Offers, gives or agrees to give an inducement or reward in respect of this Contract;
- b) Commits an offence under the Prevention of Corruption Act 1889 to 1916 or under Section 117(2) of the Local Government Act 1972; or
- c) Commits any fraud in connection with this or any other Contract.

12.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12.6 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, 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.

13. Exit arrangements

On termination of the Contract for whatever reason:

- a) the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and
- b) the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it.

14. Key Personnel

14.1 The Supplier shall appoint the Key Personnel, with the Customer's approval. The Key Personnel shall be responsible for delivering all Services on behalf of the Supplier to the Customer.

14.2 For the avoidance of doubt, no employee other than the Key Personnel shall provide Services to the Customer.

15. Assignment and Dealings

15.1 The Supplier shall not assign, transfer, subcontract, delegate or deal in any manner with any of its rights and obligations under this agreement.

16. Dispute Resolution

- 16.1 If there is a dispute between the parties concerning the interpretation or operation of this Contract then either party may notify the other that it wishes to dispute to be referred to a meeting of the Contract Manager for each party to resolve, negotiating on the basis of good faith.
- 16.2 If, 28 Days (or such longer period as both parties may agree) after the date of service of the notice referred to in clause 16.1 the dispute has not been resolved, then either party may notify the other that it wishes the dispute to be escalated to a meeting of an Assistant Director/Director of the Customer and an equivalent senior officer of the Supplier to resolve negotiating on the basis of good faith.
- 16.3 If, 28 Days (or such longer period as both parties may agree) after the date of service of the notice to escalate referred to in clause 16.2 the dispute has not been resolved, then either party may notify the other that it wishes to attempt to settle the dispute by mediation.
- 16.4 If both parties to this agreement do not agree on the identity of the mediator then either party may request CEDR to appoint one.
- 16.5 Both parties shall:
 - a) Use its best endeavours to ensure that the mediation starts within 20 Business Days of service of the referral to mediation notice referred to in clause 16.3; and
 - b) Pay the mediator's fee in equal shares.
- 16.6 Any agreement reached as a result of mediation shall be binding on both parties but if the dispute has not been settled by mediation within 20 Business Days of the mediation starting then either party may commence proceedings (but not before then).

17. Freedom of Information

- 17.1 The Supplier recognises that the Customer is subject to legal duties which may require the release of information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2002 or any other applicable legislation or codes governing access to information ("Access Duties") and that the Customer may be under an obligation to provide information on request. Such information may include matters arising under this Contract and the Supplier will assist the Customer in complying with its obligations under its Access Duties.
- 17.2 Notwithstanding anything in the Contract to the contrary, including clause 18.4 below, in the event that the Customer receives a request for information under its Access Duties the Customer shall be entitled to disclose all such information and documentation (in whatever form) as it is obliged to disclose under its Access Duties. In respect of such disclosure the Customer shall advise the Supplier of the intention to disclose the information prior to such disclosure being made.

- 17.3 The Supplier may identify, by notice in writing, information which it considers to be commercially prejudicial or a trade secret and may also indicate if it believes that information should be accepted by the Customer in confidence. Such an expectation should only be asserted where the Supplier believes it would have grounds to sue for breaches of confidence were the information to be disclosed. Where the Supplier identifies sensitive information, the Customer will have due regard to its comments or objections.
- 17.4 Notwithstanding clause 17.3 the Customer shall be responsible for determining whether information is exempt from disclosure and for determining in its absolute discretion the information to be disclosed in response to a request for information.

18. General

- 18.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 5 days' written notice to the affected party.
- 18.2 **Warranty.** The Supplier warrants that all information, representations and matters of fact communicated to the Customer by the Supplier in connection with the Services including any information provided by the Supplier in response to the invitation to tender are true and accurate to the best of the Supplier's knowledge information and belief.
- 18.3 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer (such consent to be at the absolute discretion of the Customer). If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own. The Supplier shall not use or shall cease to use any particular subcontractor that the Customer directs.
- 18.4 **Confidentiality.**
 - a) 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 12.3(b).
 - b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, Suppliers, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with clause 12.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

18.5 Publicity. The Supplier shall not without prior written consent of the Customer make any publication or notice in relation to this contract.

18.6 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.7 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.8 Waiver.

- a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18.9 Severance. 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 18.9 shall not affect the validity and enforceability of the rest of the Contract.

18.10 Notices.

- a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address; or
 - (ii) 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;
- c) This clause 18.10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

d) A notice given under the Contract is not valid if sent by email.

18.11 Third party rights.

- a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

18.12 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

18.13 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

On behalf of the Supplier:

Name: _____

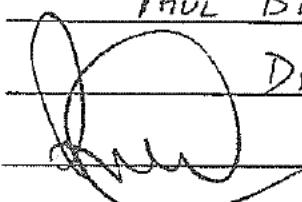
Position: Director

Signature: _____

On behalf of the Customer:

Name: PAUL BARTON

Position: DIRECTOR

Signature: 

Schedule 1 SERVICE SPECIFICATION

1. Works within this contract are exclusively focused on supporting the Customer's Property Maintenance Service in undertaking repairs and maintenance on the Customer's tenanted and void housing stock within the borough of Wigan.
2. The Customer currently has a housing stock of 21,756 properties spread across the borough, with approximately 1,500 void properties refurbished per annum and approximately 90,000 repairs to tenanted properties.
3. Two key factors influencing the need for works are the location and age of the housing stock. Whilst the housing stock is spread across the borough, Chart 1 shows the split of the stock by locality and the age of the stock ranges from pre 1900 to the present day as shown in Chart 2.

Chart 1. Stock Location

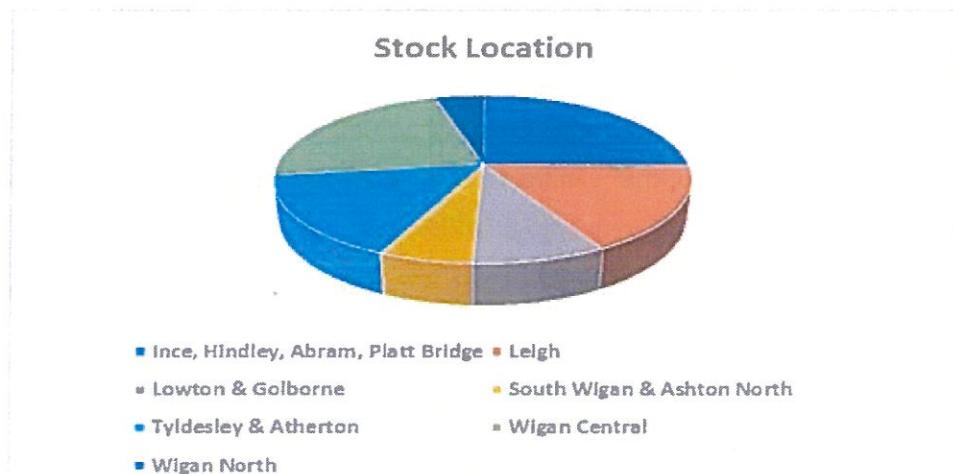
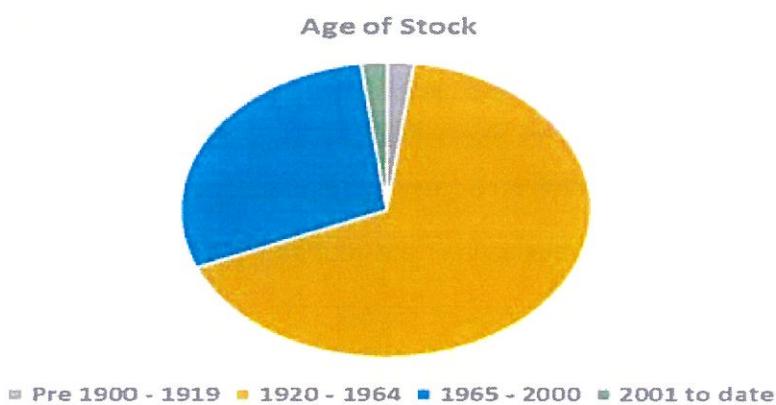


Chart 2. Age of Stock



Contract Works

4. Works to be undertaken are primarily repairs and maintenance on the Customer's tenanted and void housing stock within the borough of Wigan.
5. Tenanted and void works as required by the Customer will be issued to the Supplier under the headings; Opti, D2D, Void and Disrepair.
6. Work tickets will be issued to the Supplier via email.
7. In relation to work issued, there is no guarantee of work and the Customer shall not be held responsible for the volume of works available.
8. The Supplier shall only be paid for work undertaken to a satisfactory standard in line with the work ticket and any variation work ticket issued to the Supplier to undertake, with payment in line with the SOR codes shown at the Appendix to this Schedule.
9. SOR codes are to cover all the Supplier costs, including plant/tools, vehicles, and materials in line with the quality standards expected by the Customer.
10. Payments are not made, where the Supplier is unable to access the property.
11. The Supplier shall invoice only once all works in relation to any work ticket are completed, weekly on the Customer's invoice template, in line with the invoicing process outlined at the Appendix to this Schedule.
12. The Supplier shall utilise (by hand delivering to properties) the missed appointment / unable to contact cards provided by the Customer.
13. All works are to be undertaken to the required quality standards and timescales for the designated works, with Suppliers being responsible for re-completing any below standard works, without further payment.
14. Suppliers are responsible for contacting tenants and arranging appointments prior to turning up at properties to undertake works on tenanted properties.
15. On a weekly basis, Suppliers are to provide an update on completed works, appointment dates the works booked in for and cancellation of works (with reason e.g., 3 attempts made to appoint, no access and no response to cards posted).
16. As part of this contract, electricians are required to undertake out of hours stand-by / call out, in line with rotas.
17. Health and Safety during works is the responsibility of the Supplier, including risk assessments and safe methods of working.

18. All works are to be undertaken solely by the named individual (ex-member of staff) and sub-contracting of any of the works is not permitted as part of this contract.
19. Ensuring Customer has all the required and relevant information in relation to their qualifications, accreditations, insurances, bank account is the responsibility of the Supplier.
20. The contract is for a period of 3 years.
21. The annual value of the contract is not confirmed, nor a guarantee.

Contract Works Process

22. The Customer's 'Operational Manager - Contracting, Support and Systems for Property Maintenance' is the manager with overall responsibility for this contract and the works issued under it.
23. The Customer's 'Work Planning Supervisor' is the designated officer for co-ordinating the issuing of works to the Supplier under this contract.
24. The Supplier will liaise with different Customer staff and their framework suppliers specifically in multi trade works, to ensure that they undertake their element of works in line with work plans and timescales.
25. The following table outlines the work route for the variety of works:

| WORKSTREAM | OPTI | D2D | Void | Disrepair | Standby / Call out |
|------------------------|---------------------------------------|---|--------------------------------|---------------------|---|
| Issuing Officer | Work Planning Supervisor | Work Planning Supervisor & Team Manager | Team Manager | Team Manager | Work Planning Supervisor for rota / Contact Centre & Central Watch for jobs |
| How work issued | Email - copy of job order (run sheet) | Email – work ticket | Email – job number and context | Email – work ticket | Telephone call |

| | | | | | |
|---|--|---|--|--|--|
| | am / pm | | report with plan of work to start / end | | |
| Set work period / advanced notice | Yes | No | Yes – work plan to be adhered to | Yes – work plan to be adhered to | Yes |
| Appointment required | Yes - booked by planners | Yes – Supplier to book | No | No | No |
| Timescales for Delivery | On stated day / as per run work sheet | Work ticket stated timescale | In line with work plan for specific work | In line with work plan for specific work | Immediate response required |
| Works | In line with run work sheet | In line with work ticket, only relevant SORs to contract to be undertaken | | | Make safe works, unless materials to fully repair |
| Additional Works / Follow on Works | Additional work prior approval from Work Planning Supervisor / notify Work Planners if follow on works to be allocated | Liaise with issuing officer for approval / variation work ticket required for invoicing. There should not be follow on works. | | | Relevant SOR for fully repaired / follow on work to be notified to Work Planning Supervisor for allocation |
| Invoicing | Every 7 days, on appropriate invoice template in line with the Appendix to this Schedule | | | | |

Appendix to Schedule 1

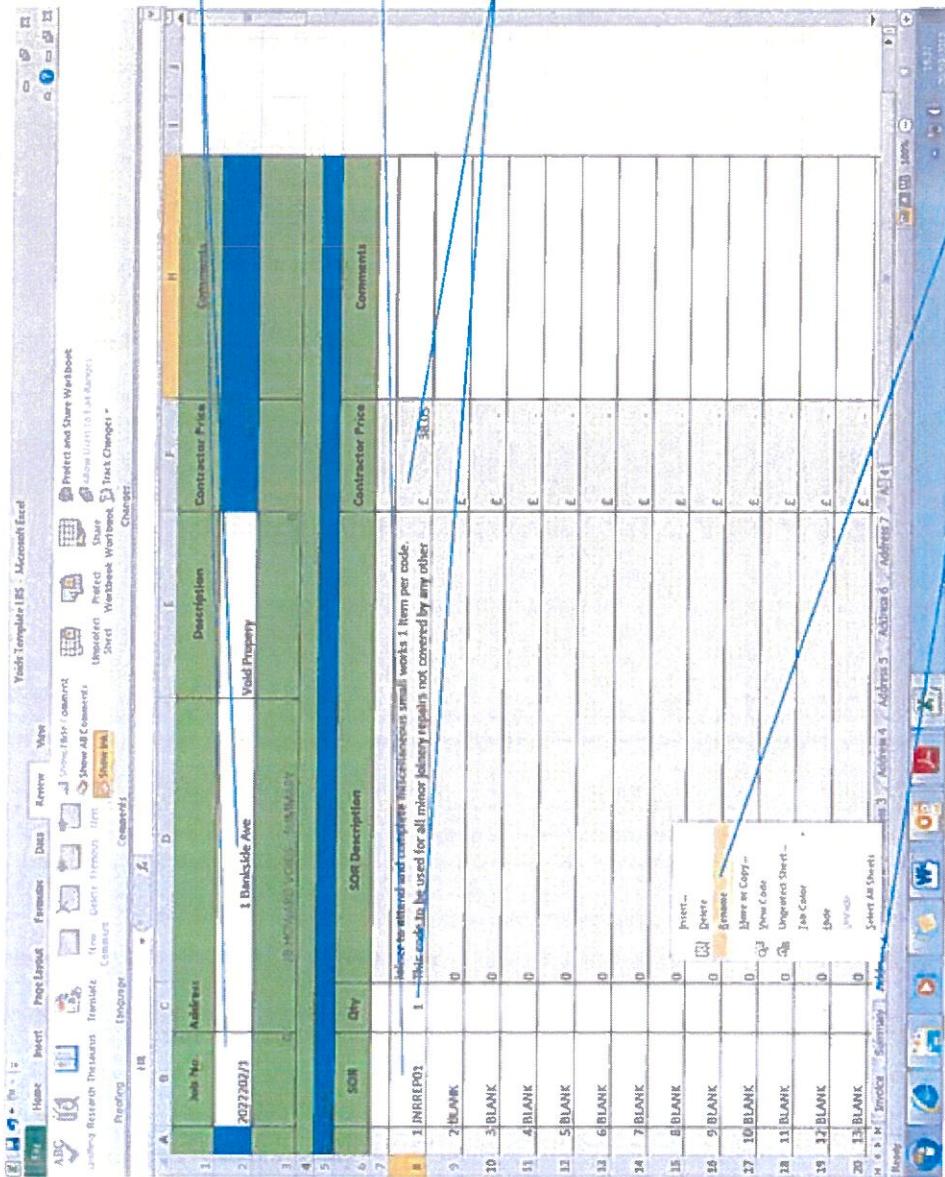
How to Use the Electronic Invoicing Template

1. There are 5 different invoicing templates depending on the type of work awarded:
 - **Void Template LBS** - VOID work – BJVDS
 - **Day to day-Emergency Template LBS** - Day to Day/Disrepair work – BJSTR
 - **Opti time Template LBS** - Opti time work – BJOPT
 - **Callout template LBS** - Call Out work – BJCAL
2. You may not receive every type of work detailed above.
3. Always keep a blank version of each template.
4. Invoices are to be submitted weekly to the following mailbox:
MDInvoices@wigan.gov.uk
5. You must complete a separate invoice template for all work relating to LBS (copy in [REDACTED] and another for all relating to WBS (copy in [REDACTED])
6. If you are required to submit a Credit against a previous invoice, this must be completed promptly and using the same templates (do not mix Credits and invoices though on the same template) however the quantity must be a minus figure. **Failure to submit Credits as soon as requested to do so, could hold up payments of future invoices.**

How to complete the template

13. Howard's Decorators, Unit 9, Forward Industrial Estate, Talbot Rd, Leyland, PR23 2ZJ
Tel: 01772 451348 Mob: 07958 844944
admin@howardsdecorators.co.uk

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| 23 | 0 |
| 24 | 0 |
| 25 | 0 |
| 26 | JB HOWARD VODDS - SUMMARY |
| 27 | |
| 28 | |
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| 30 | Work carried out at various locations |
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Enter the work order number and the address on the first 'Address tab'.

Enter the appropriate SOR code, this will bring the associated SOR description up.

Enter the quantity which will then populate the appropriate contractor price

Continuing adding all codes as necessary

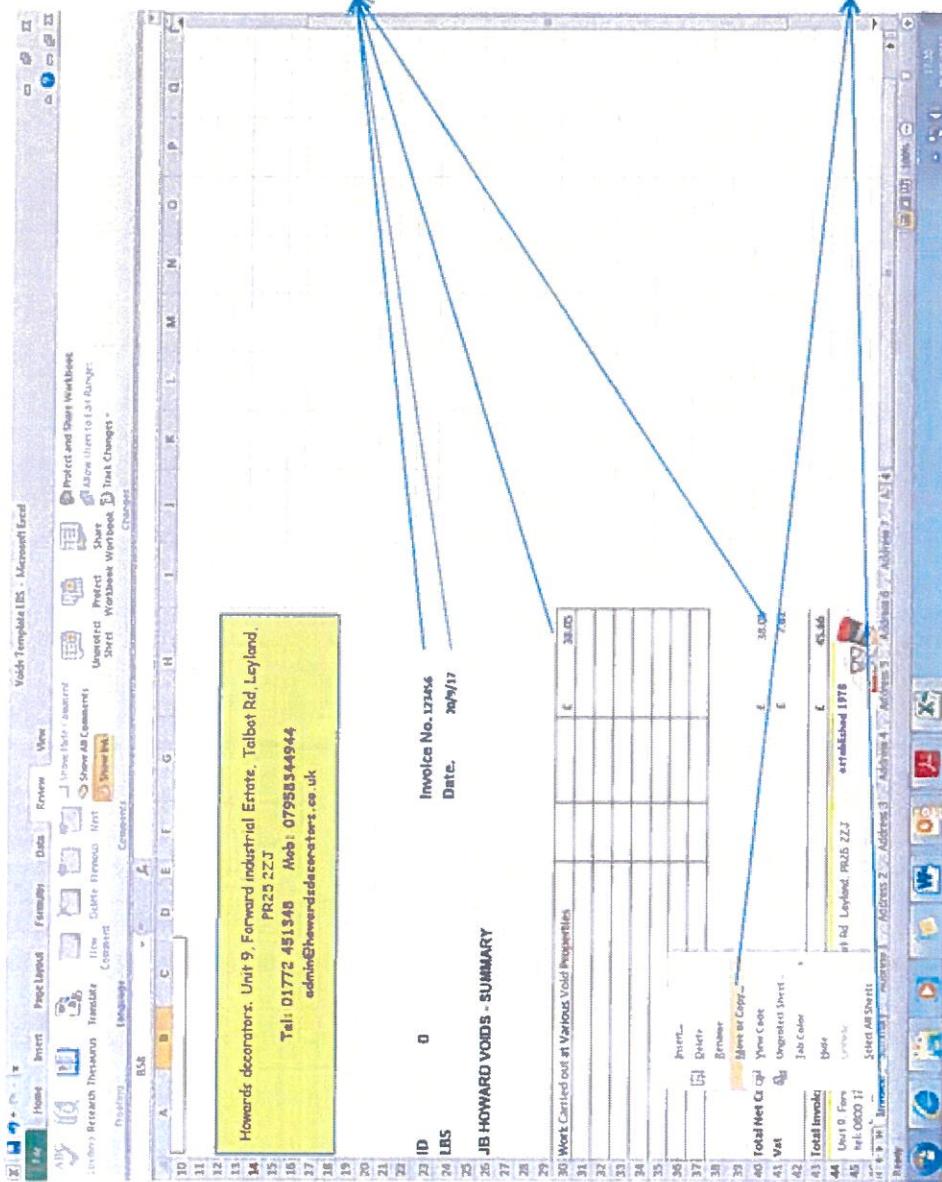
When you have finished entering all the required SOR codes in, you will need to rename the tab name from Address? to the actual address that the job relates to i.e., 1 Bankside Ave.

To do this, right click on the appropriate tab, click on 'Rename', this will allow you to change the name of the tab, then click enter. Repeat this for all tabs, as necessary.

Go to the Summary tab and you will see the address tab details you have previously completed have transferred across into the summary tab.

In addition to the pre-populated information, you will have to manually fill in the date field

You will also have to enter the **Invoice Number**

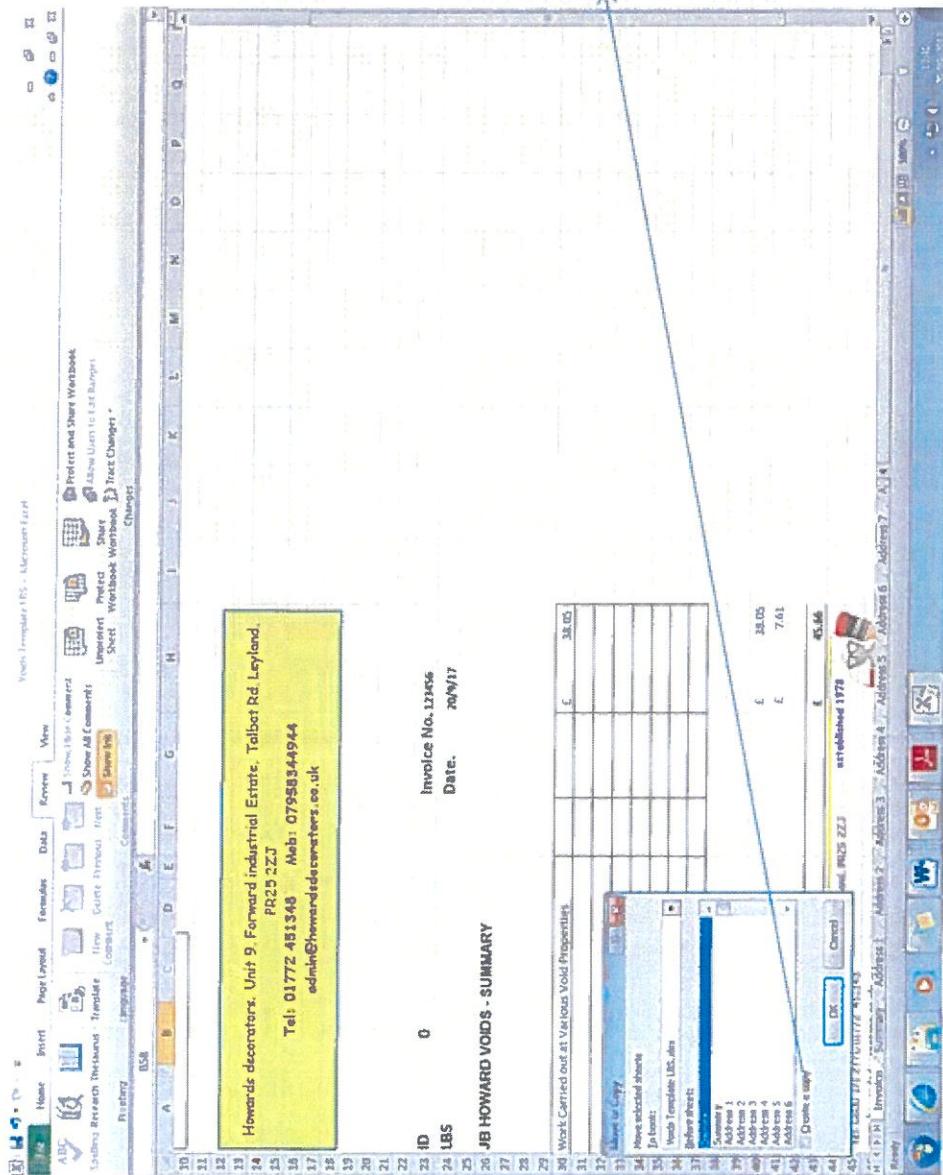


If you now go to the Invoice tab, you will see that certain information from the summary tab has now populated into the invoice: i.e., Date, Invoice number, Net, VAT and Gross figure

You will now need to save the file

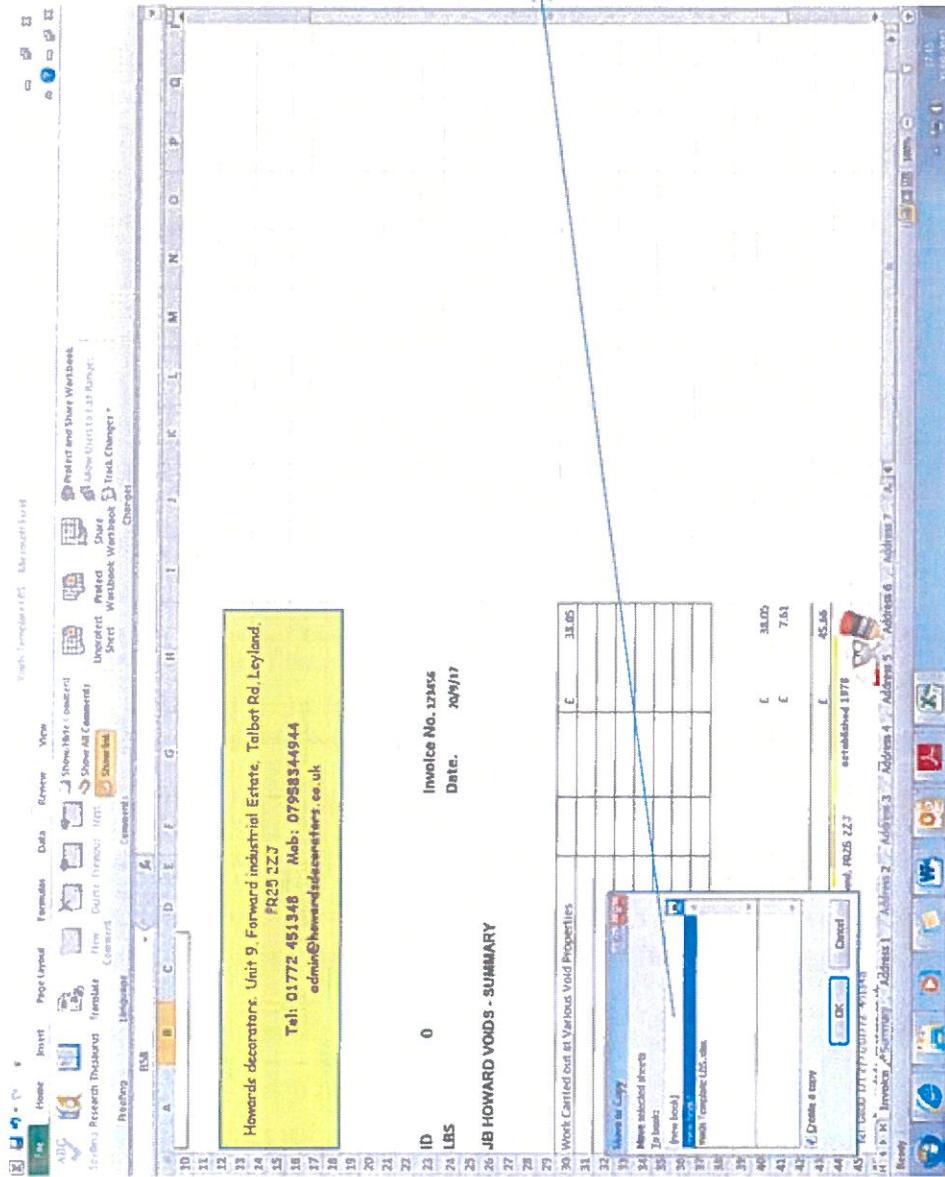
In addition, you need to take a copy of the invoices to be followed.

Right click on the 'invoice tab', click on 'Move or Copy'. See further notes on next page.



Make sure you put a 'tick' in the 'create copy' box

See Notes on next page



You need to choose a 'new book' here.

Leigh Building Services & Property Maintenance & Facilities Group

5 Makerfield Way Dept
6 Makerfield Way
7 Insle
8 WN2 2PR

HOWARDS
DECORATORS

Howard's Decorators. Unit 9, Forward Industrial Estate, Talbot Rd, Leyland.
PR2 9 2ZJ
Tel: 01772 491348 Web: 07953349444
admin@howardsdecorators.co.uk

| ID | LBS | Description | £ |
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| 1 | | Work Carried out at Various Void Properties | £ 34.05 |
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- A copy of the Invoice tab will appear in a new Excel workbook.
- Save this document as a PDF file.
- Follow these instructions now to compress the PDF invoice before emailing to Wigan Council.

How to compress a PDF file and attach to an email

The image is a composite of three screenshots. The left screenshot shows a Microsoft Word document with the URL <https://www.google.co.uk/gmail/about> in the address bar. The right screenshot shows a Google search results page for the query 'i love pdf compressor'. The third screenshot, at the bottom, is a Google privacy reminder message.

Microsoft Word Document:

- File
- Edit
- View
- Favorites
- Tools
- Help
- Logon
- Property Maintenance Sh...

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Google Search Results:

- i love pdf
- i love pdf compressor
- i love pdf split
- i love pdf review

Google Search I'm Feeling Lucky

Google Privacy Reminder:

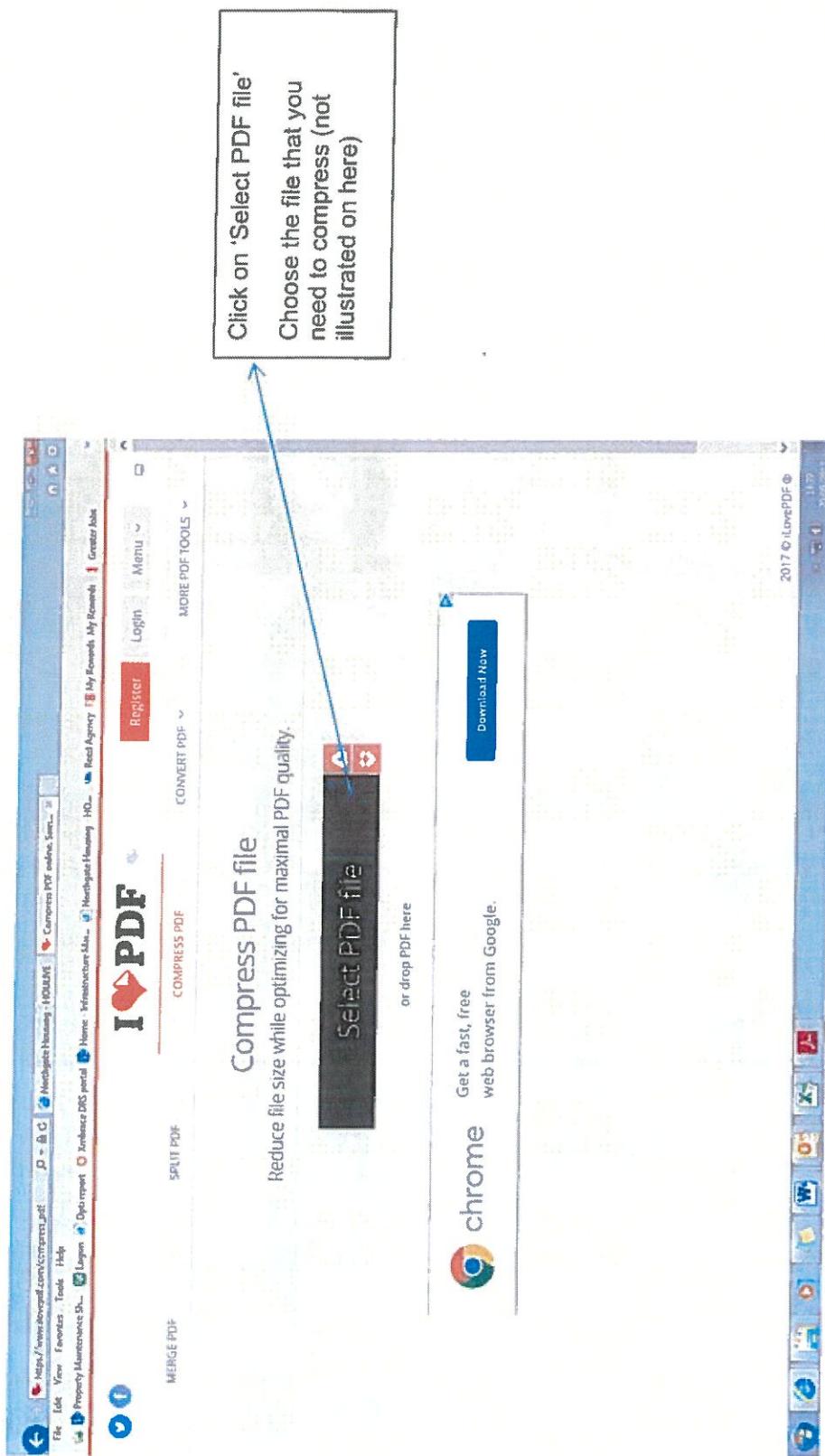
A privacy reminder from Google

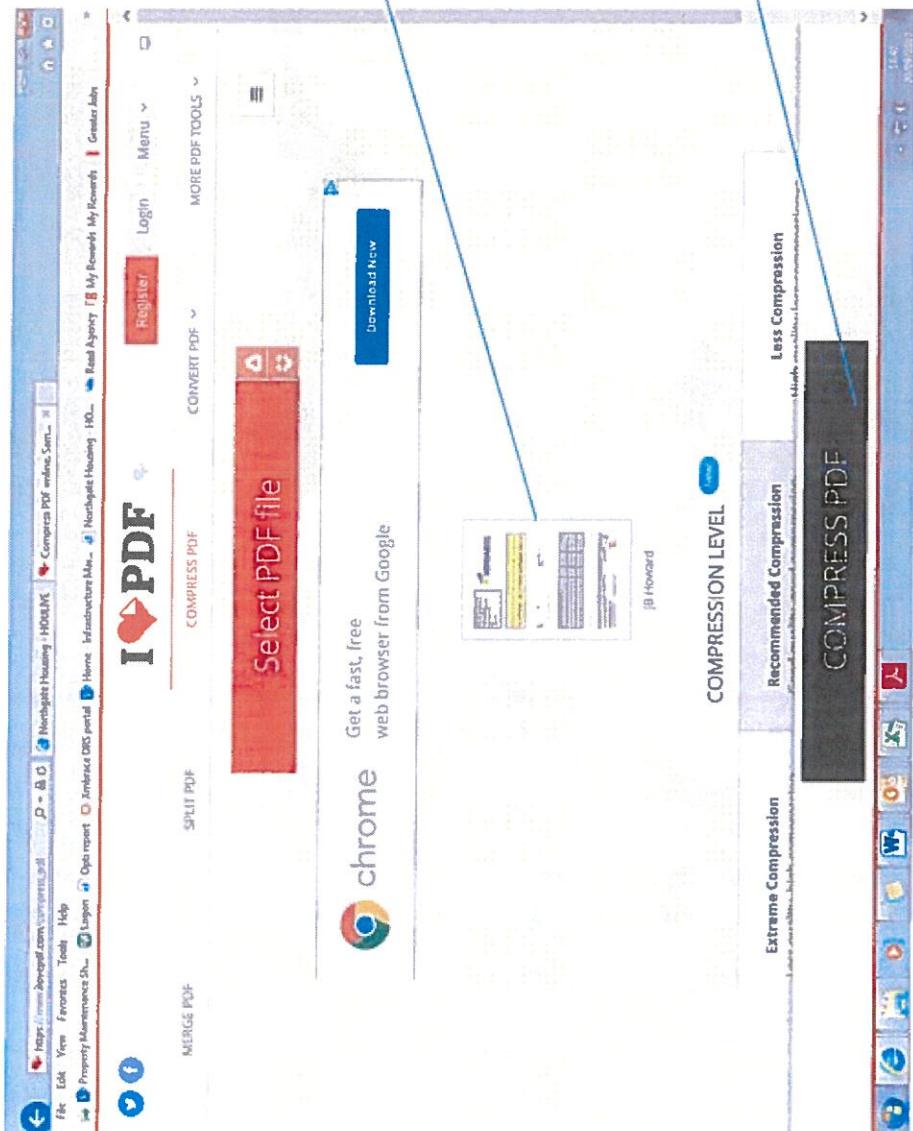
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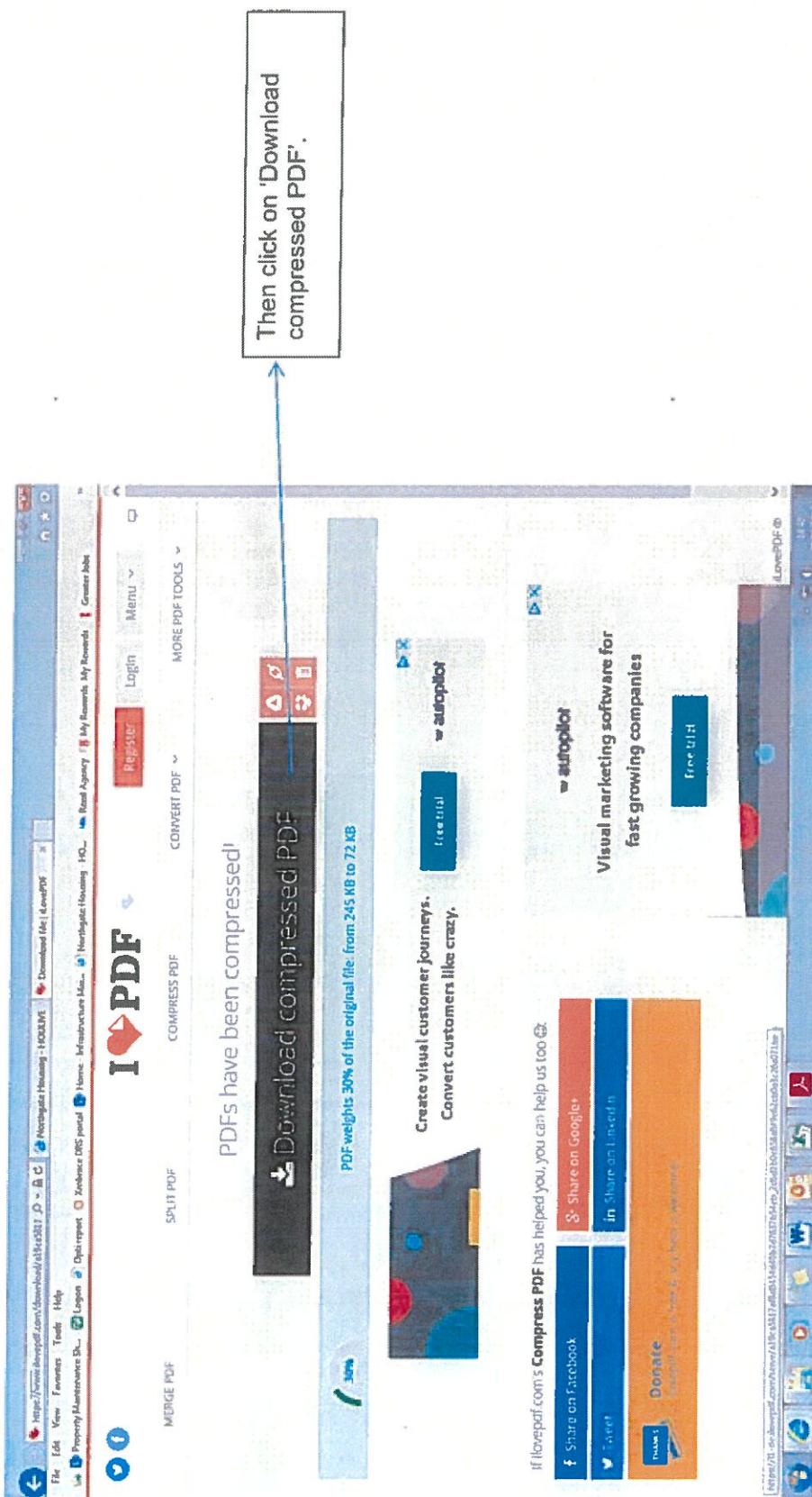
Log on to Google and search 'i love pdf compressor'

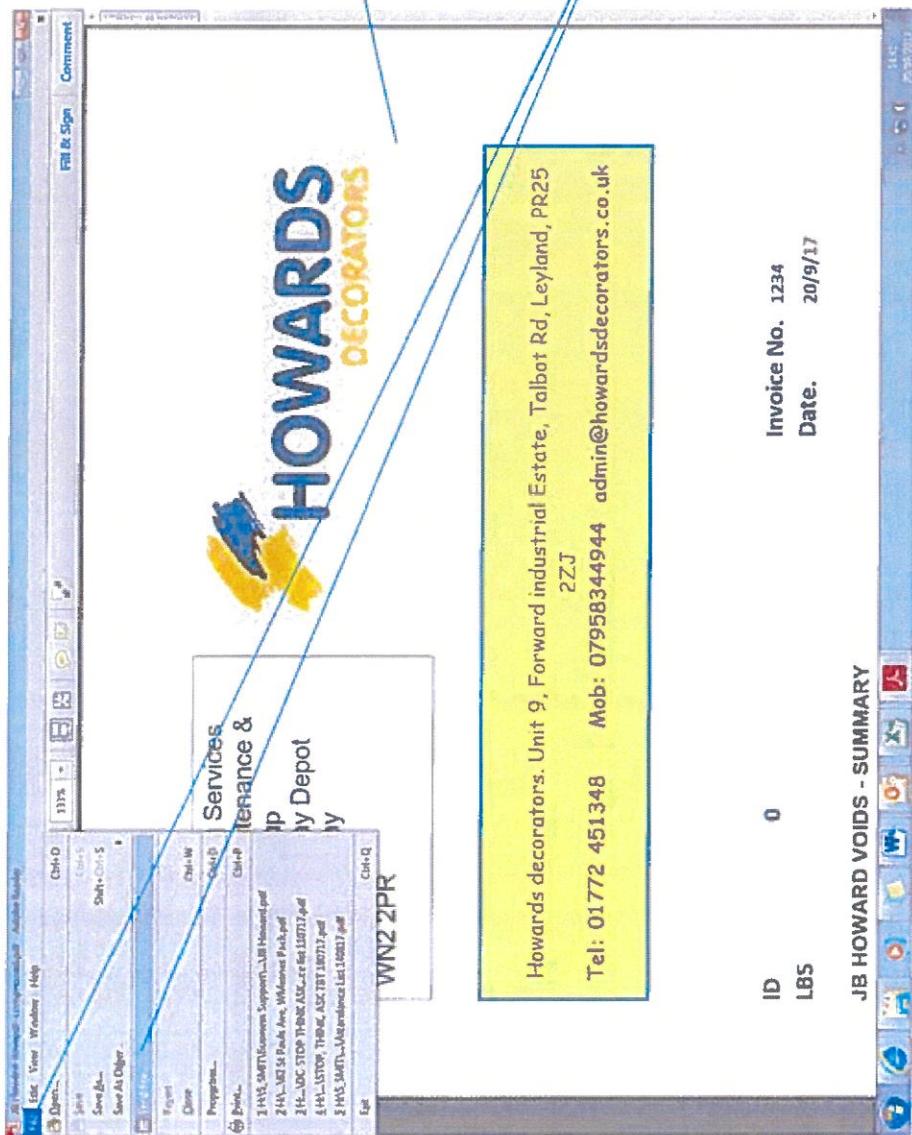


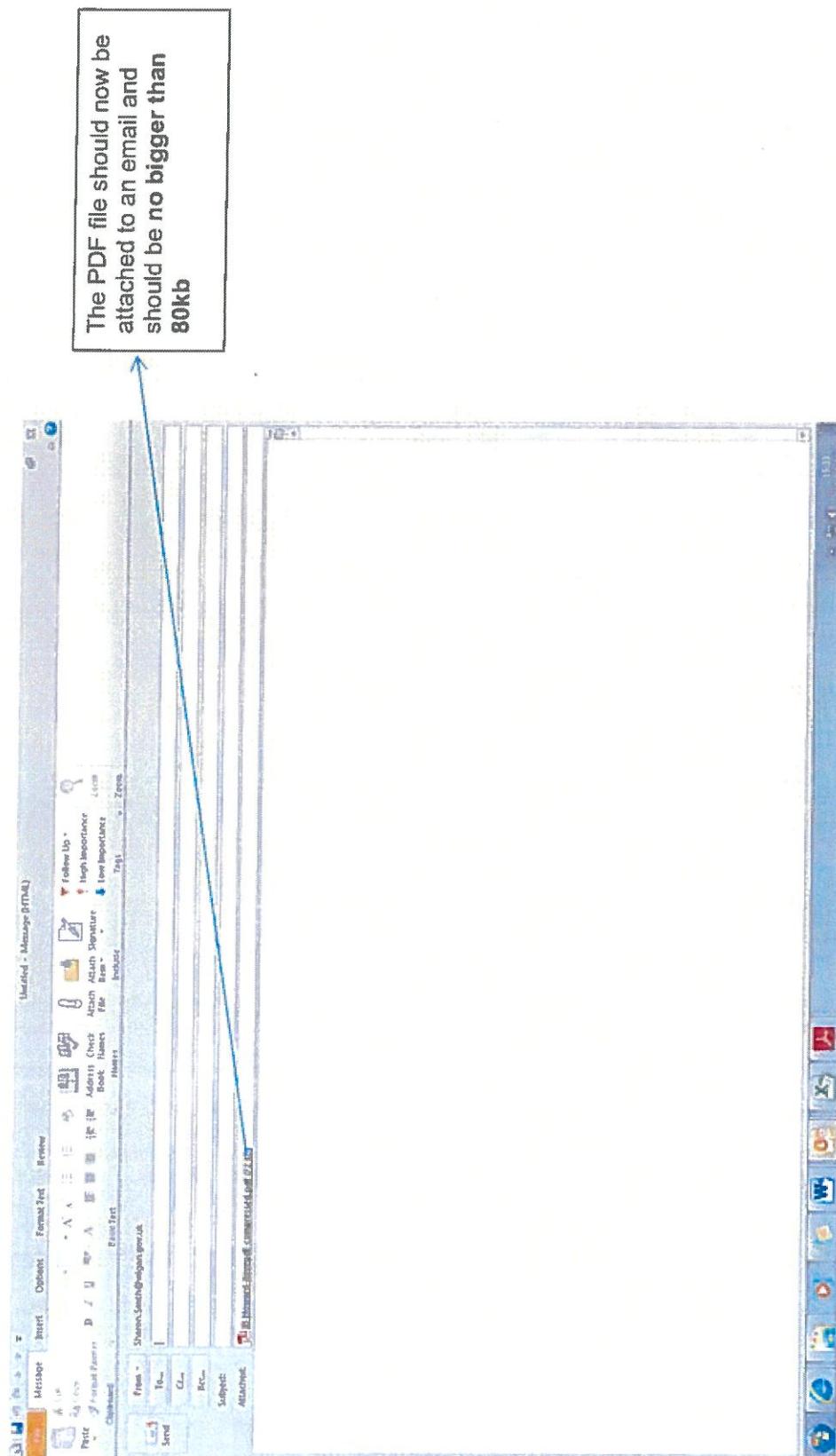


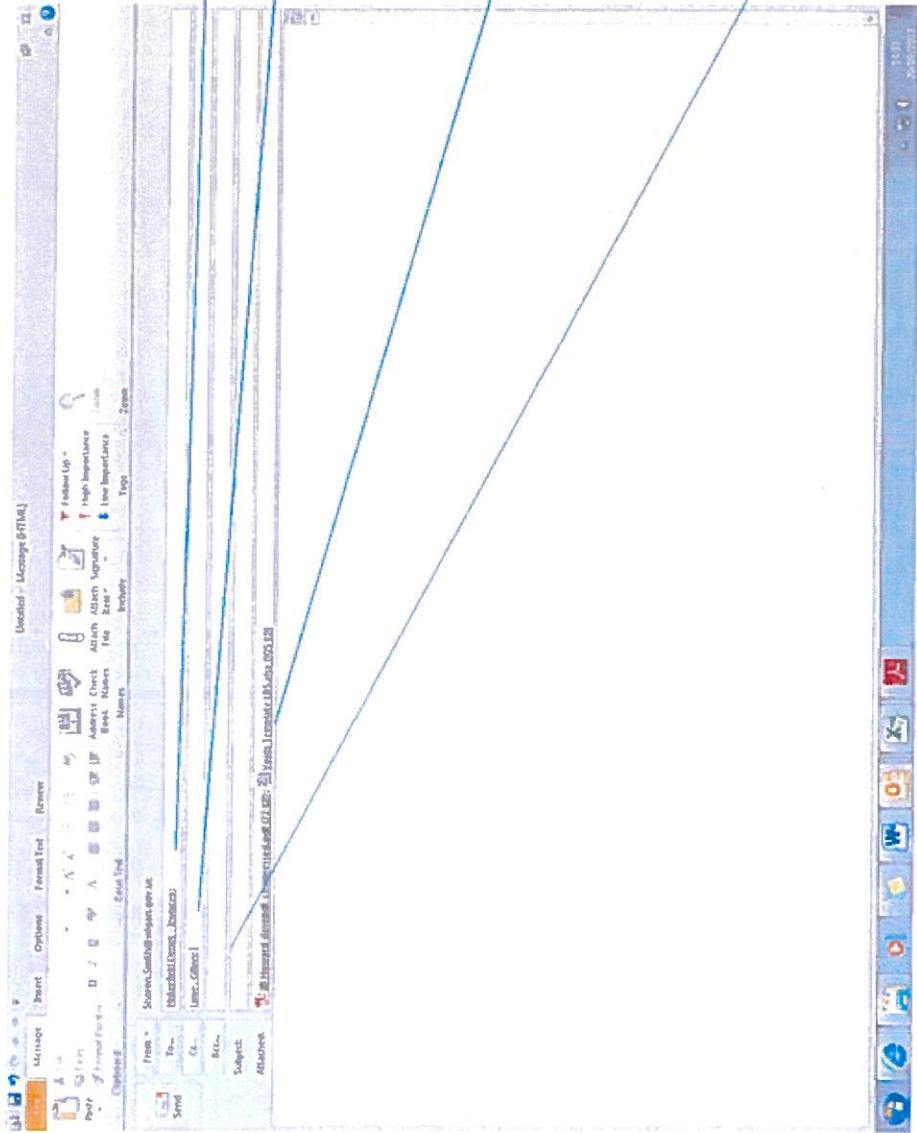
You will see an image of the file you have just compressed.

Then click on 'Compress PDF'.









Enter email address:

MDInvoices@wigan.gov.uk
and copy in
Gillian.Lowe@wigan.gov.uk

Attach the whole Excel spreadsheet in addition to the PDF attachment.

Can you also add in the
Subject: Your company
name, type of template and
invoice number i.e., JB
Howards **VOIDS**, Invoice
1234

Schedule 2 Charges

| <u>SOR Code</u> | <u>SOR Description</u> | <u>UOM</u> | <u>PRICE</u> |
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| CALLELEC | Electrical Callout (to be used by concierge out of hours service only) | ITEM | £ [REDACTED] |
| ELALINC1 | Carry out a Periodic Test & Supply Certificate/s in accordance BS7671 for all wiring circuits in property. Replace damaged or faulty white accessories with replacement SCHNEIDER type goods/accessories upto 10 items (Ceiling rose and pendant classed as 1 item) . Fault finding and repair minor faults. Circuits that require re-wiring report back findings to client as required and identify any remedial works. Make safe and remove any redundant/DIY Wiring. Refix any Miscellaneous items e.g. existing trunking, meter board etc. Where electric showers and burglar alarms are fitted in properties the Housing Inspectors will state their intention to leave in place if safe to do so. Including making good. All other works(such as Fans / LED lights/ Economy 7 timer etc) would be extra works measured seperately. The production of the certificate would be proof of safety and conformity of all regulations. Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations. Upload test certificate to Councils C365 website within 2 working days. | ITEM | £ [REDACTED] |
| ELCONV01 | Remove existing storage / downflow heater (any number), spurs & ring mains inc consumer unit . Make good walls to existing plaster where removed in preparation for gas wet heating installation. Storage heaters to be either stored for reuse or disposed as per officer instruction (code to be used only on voids) Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations. | ITEM | £ [REDACTED] |

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| ELECTR01 | Electrician - send an electrician to fix it - this code is to be used for all minor electrical works and P.A.T test to white goods inc labour & materials. Replacement sockets / spurs (fused & non fused), trace & repair faults to wiring, supply & fit earth straps & bonding to pipe work / radiators / gas mains etc as req'd, replacement light switches internal / external, replacement pendants / fluorescent tubes & minor repairs to any size (internal/external), external communal or security lighting bulbs only (upto 3 items per this code). Supply & fit replacement RCD's / MCB's (At extra cost to be agreed with Client) Attend site report findings & recommendations for further instruction by client. Remove & refit electrical items for other trades (upto 3 items maximum). Prepare and submit test or other certification as required.) Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations. | ITEM | £ |
| ELFIRE02 | Disconnect ,Remove existing heater and fit 1 x Dimplex FX20EIPX4 2kw Down flow heater as per manufacturers specification. Connect to existing switch spare (replace fuse if necessary), test, inform tenant on how to operate ,Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations.. | ITEM | £ |
| ELSTRR01 | Disconnect and Dismantle safely, protect, set aside safely and later refit storage heater (any size) to include reinstate circuits, connect to existing spurs etc as required per BS7671 and test. Leave site safe & tidy | ITEM | £ |
| ELSUIT01 | Disconnect and remove existing inset fire .Supply , fit and connect to existing switch spur a Darrus Be Modern Comet Electric Fire Insert model 102687-. Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations.Advise Tenant on use / Leave instructions if Void property. | ITEM | £ |
| ELSUIT02 | Supply and fit Be Modern Darras Electric Suite 42" 48" Natural Oak Finish Black Back/Hearth c/w Fire Comet Black-model 102687.Connect to existing spur. Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations.Advise Tenant on use / Leave instructions if Void property. | ITEM | £ |

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| ELTEST01 | Carry out full periodic Electrical Installation Condition Report in accordance with current wiring regulations (BS7671). Upload completed test certificate to C365 within 2 working days. Any faults or dangerous findings to be isolated / made safe and report back findings to client. | ITEM | £ |
| ELTICL01 | Disconnect ,remove and fit 1 x Horstmann Economy 7 Quartz 1-Hour Electric Water Heating Controller White (Model -ECONOMY7) to existing wiring as per manufacturers specification.Replace fuse if necessary and test. Advise tenant on operating instructions on use if necessary.Dispose of redundant time clock ,make good tiles/ plaster.Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations | ITEM | £ |
| ELVISU01 | Carry out domestic visual condition report in accordance with current wiring regulations (BS7671). Any faults or dangerous findings to be isolated / made safe and report returned to client advising if rewire is required or not. | ITEM | £ |
| ELXFAN01 | Disconnect existing Kitchen fan and fit 1 x "VentAxia Revive 7" existing position as per manufacturers specifications. Connect to existing fused spare / isolator as per BS7671 wiring regs. Replace fuse if necessary and or fused spare if req'd, and make good finishes internal / external. Test fan ,advise tenant of operating instructions.Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations. | ITEM | £ |
| ELXFAN02 | Disconnect existing Bathroom fan and fit 1 x "VentAxia Revive 7 SELV" fan in existing position as per manufacturers specifications. (If necessary install ventaxia pattress to cover existing fan position.) Connect to existing fused spare / isolator as per BS7671 wiring regs. Replace fuse if necessary and or fused spare if req'd, and make good finishes internal / external. Test fan ,advise tenant of operating instructions.Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations. | ITEM | £ |

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| ELXFAN03 | Install in Kitchen, 1 x "VentAxia Revive 7" fan, Core out and install duct and grille to manufacturers specification. Install new circuit and connect to existing lighting circuit as per BS7671. Test fan. Advise tenant on operation. Make good external finish and internal plaster and/or tiling. Complete electrical test certification as per BS7671 wiring regs. and upload to C365 within 2 working days. Leave site safe & tidy and dispose of all debris and waste items in conjunction current waste disposal regulations. | ITEM | £ [REDACTED] |
| ELXPIV01 | Installation of PIV to include forming opening in ceiling below loft area, leave site safe and tidy, provide Part P certificate on completion | ITEM | £ [REDACTED] |
| ELXPIV02 | Installation of PIV (including heater) to include forming opening in ceiling below loft area, leave site safe and tidy, provide Part P certificate on completion | ITEM | £ [REDACTED] |
| EMERELEC | Emergency Electrical - normal hours - attend site, make safe, repair / renew if practical, report further works to client for further instruction. | ITEM | £ [REDACTED] |
| ENUCKU01 | Supply and fit like for replacement SCHNEIDER 45a DP cooker control unit and reconnect existing cooker if required. Fit new outlet plate if required. Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations | ITEM | £ [REDACTED] |
| ENUCNU01 | Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations | ITEM | £ [REDACTED] |
| ENUSHR01 | Supply and fit replacement electric sower (KW rating to match existing shower) Mira Advance Flex 9kw Shower with Extended Rail & Hoseshower or Triton Safeguard CSGPO8W 8.5kw Electric Shower Extended Rail & Hose or REDRING ELECTRONIC8.5KW with Shower Extended Rail & Hoseshower. previous adaptations only to include repipe, rewire back to isolation switch as per BS7671, make good tiles (150mm x 150mm or imperial equivalent) white. Test. Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations | ITEM | £ [REDACTED] |

| ERWRBF01 | <p>Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER" accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEEN 5FT FITTING in kitchen . Bungalows to have 2 x GREENBROOK LEDPOLYP 6W BULKEAD 4000K exterior lights to front and rear doors. (Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type. Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire, main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit (extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit). Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insuatable locations and 1 x new heat detector type AICO HEAT Ei3014 in kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan, isolator and duct to Kitchen where possible. Supply and fit new 45a DP switch and cooker outlet plate in kitchen . (Individual Ring mains to be installed for power circuits to Kitchen and ground floor) Final test certificate to be qualified and uploaded to C365</p> | ITEM | £ [REDACTED] |
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| ERWRBF02 | Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER" accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEN 5FT FITTING in kitchen . Bungalows to have 2 x GREENBROOK LEDPOLYP 6W BULKEAD 4000K exterior lights to front and rear doors. (Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type. Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire, main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insuitable locations and 1 x new heat detector type AICO HEAT Ei3014 in kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan, isolator and duct to Kitchen where possible. Supply and fit new 45a DP switch and cooker outlet plate in kitchen . (Individual Ring mains to be installed for power circuits to Kitchen and ground floor) Final test certificate to be qualified and uploaded to C365 | ITEM | F |
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| ERWRFL01 | <p>Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER " accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEEN 5FT FITTING in kitchen .(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type.Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Swich spare / single socket for electric fire,main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insuitable locations and 1 x new heat detector type AICO HEAT Ei3014 in kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan isolator and duct to Kitcen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in . (Individual Ring mains to be installed for power circuits to Kitchens , Upstairs and Downstairs)Final test certificate to be qualified and uploaded to C365</p> | ITEM | £ |
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| ERWRFL02 | Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER" accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT, 1X ANSELL LED 35W BATTEN 5FT FITTING in kitchen .(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type. Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire, main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insuitable locations and 1 x new heat detector type AICO HEAT Ei3014 in kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan isolator and duct to Kitcen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in .(Individual Ring mains to be installed for power circuits to Kitchens , Upstairs and Downstairs)Final test certificate to be qualified and uploaded to C365 | ITEM | £ |
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| ERWRFL03 | <p>Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER " accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEEN 5FT FITTING in kitchen .(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type.Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire,main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE E13016 Insuitable locations and 1 x new heat detector type AICO HEAT E13014 in kitchen. Supply and fit new VENTAXIA RESPONSE 7SELV EXTRACTOR FAN & COWL , isolator and duct to Bathroom. Supply and fit new VENTAXIA RESPONSE 7 EXTRACTOR FAN & COWL isolator, duct and grille to Kitchen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in . (Individual Ring mains to be installed for power circuits to Kitchens , Upstairs and Downstairs)Final test certificate to be qualified and uploaded to C365</p> | ITEM | £ [REDACTED] |
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| ERWRH201 | Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER" accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT, 1X ANSELL LED 35W BATTEN 5FT FITTING in kitchen (Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type. Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire, main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets. Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit (extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit). Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insuitable locations and 1 x new heat detector type AICO HEAT Ei3014 in kitchen. Supply and fit new VENTAXIA extractor fan, isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan isolator and duct to Kitchen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in. (Individual Ring mains to be installed for power circuits to Kitchens, Upstairs and Downstairs) Final test certificate to be qualified and uploaded to C365 | ITEM | £ |
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| ERWRH301 | <p>Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER" accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT, 1X ANSELL LED 35W BATTEEN 5FT FITTING in kitchen .(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type.Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire,main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE EI3016 insuitable locations and 1 x new heat detector type AICO HEAT EI3014 in kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan isolator and duct to Kitchen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in .(Individual Ring mains to be installed for power circuits to Kitchens , Upstairs and Downstairs)Final test certificate to be qualified and uploaded to C365</p> | | |

| ERWRH401 | <p>Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER" accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEN 5FT FITTING in kitchen .(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type. Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Swich spare / single socket for electric fire, main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insuitable locations and 1 x new heat detector type AICO HEAT Ei3014 in Kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan isolator and duct to Kitcen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in . (Individual Ring mains to be installed for power circuits to Kitchens , Upstairs and Downstairs)Final test certificate to be qualified and uploaded to C365</p> | ITEM | F |
|----------|--|------|---|
| | | | |

| | | ITEM | £ |
|-----------|---|------|---|
| ERWRH501 | <p>Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER " accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEEN 5FT FITTING in kitchen .(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type. Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire, main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insulatable locations and 1 x new heat detector type AICO HEAT Ei3014 in kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan isolator and duct to Kitchen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in . (Individual Ring mains to be installed for power circuits to Kitchens , Upstairs and Downstairs)Final test certificate to be qualified and uploaded to C365</p> | | |
| ERWVPHASE | Installation of V phase voltage optimisation unit, to be completed in conjunction with electrical rewire. | ITEM | £ |
| ESCARB01 | Supply and install new hard wired carbon monoxide detector Type AICO Ei3018 with Lithium Battery to manufacturers specifications. Connect to existing lighting circuit and connect with other hard wired detectors in property as per current wiring regulations (BS7671) . Explain to tenant how they operate. Make good and leave site tidy.Completed Test Certificate to be uploaded to C365. | ITEM | £ |

| ITEM | £ |
|-----------|--|
| ESHEAT01 | Replace existing hard wired heat detector with Type AICO Ei164RC or Ei3014 with Lithium Battery Test Circuit ,make good and leave site tidy |
| ESHEAT02 | Supply and install new hard wired smoke detector Type AICO Ei164RC with Lithium Battery to manufacturers specifications. Connect to existing lighting circuit and connect with other hard wired detectors in property as per current wiring regulations (BS7671) . Explain to tenant how they operate. Make good and leave site tidy.Completed Test Certificate to be uploaded to C365. |
| ESMKDR01 | Replace 230v existing hard wired smoke detector Type AICO Ei166E with Lithium Battery. Test Circuit ,make good and leave site tidy |
| ESMKDR02 | Smoke Detector - Fire Angel - Fit only. Smoke Detector, to current regulations including removal of old as required. Test circuit, make good, leave site safe & tidy. |
| ESMKDR03 | Supply and install new hard wired smoke detector Type AICO Ei166E with Lithium Battery to manufacturers specifications. Connect to existing lighting circuit and connect with other hard wired detectors in property as per current wiring regulations (BS7671) . Explain to tenant how they operate. Make good and leave site tidy.Completed Test Certificate to be uploaded to C365. |
| ESMKLK01 | Supply and install new hard wired link between 2 detectors in property as per current wiring regulations (BS7671) .Completed Test Certificate to be uploaded to C365. (or supply and fit Aico Ei3000RMF transmitter in High rise flats only)Explain to tenant how they operate. Make good and leave site tidy.Completed Test Certificate to be uploaded to C365. |
| SNUXLE050 | ITEM-Supply and install XLE050 DIMP 080905 STORAGE HEATER (XLE050 GDC 0.5KW STORAGE HEATER 4 PKS BRICKS) as per manufacturers specifications.Connect to existing heating circuit plus Install new surface mounted SCHNEIDER 13a Swich spare and terminate storage heater auxillary supply (As per BS7671 wiring regulations).Remove and dispose of all waste materials and leave site clean and tidy. Any damage to plaster to be made good.Test and Commission and advise tenant on use. |
| SNUXLE070 | ITEM-Supply and install XLE070 DIMP 080912 STORAGE HEATER (XLE070 GDC 0.75KW STORAGE HEATER 6 PKS BRICKS) as per manufacturers specifications.Connect to existing heating circuit plus Install new surface mounted SCHNEIDER 13a Swich spare and terminate storage heater auxillary supply (As per BS7671 wiring regulations).Remove and dispose of all waste materials and leave site clean and tidy. Any damage to plaster to be made good.Test and Commission and advise tenant on use. |

| | | | |
|-----------|--|------|--------------|
| SNUXLE125 | <p>ITEM-Supply and install XLE125 DIMP 080929 STORAGE HEATER (XLE125 GDC 1.25KW STORAGE HEATER 10 PKS BRICKS) as per manufacturers specifications. Connect to existing heating circuit plus install new surface mounted SCHNEIDER 13a Switch spare and terminate storage heater auxiliary supply (As per BS7671 wiring regulations). Remove and dispose of all waste materials and leave site clean and tidy. Any damage to plaster to be made good. Test and Commission and advise tenant on use.</p> | ITEM | £ [REDACTED] |
|-----------|--|------|--------------|

Schedule 3 Data protection

The following definition apply in this Schedule:

| | |
|---|--|
| Data Loss Event: | any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |
| Data Protection Legislation: | (i) The UK General Data Protection Regulation (GDPR) - 1 January 2021 and any applicable national implementing Laws as amended from time to time; (ii) all applicable Law about the processing of personal data and privacy; |
| Data Protection Impact Assessment: | An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data. |
| Data Subject Access Request: | A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data. |
| DPA 2018: | Data Protection Act 2018 |
| Sub-processor: | Any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement. |

- 1) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in the Appendix to this Schedule.
- 2) The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 3) The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
 - a systematic description of the envisaged processing operations and the purpose of the processing;
 - an assessment of the necessity and proportionality of the processing operations in relation to the Services;

- c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

4) The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- a) process that Personal Data only in accordance with Appendix 3, unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - i) nature of the data to be protected;
 - ii) harm that might result from a Data Loss Event;
 - iii) state of technological development; and
 - iv) cost of implementing any measures;
- c) ensure that:
 - i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement (and in particular Appendix 3);
 - ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (1) are aware of and comply with the Suppliers duties under this clause;
 - (2) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (3) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (4) have undergone adequate training in the use, care, protection and

(5) it does not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and:

- (a) the Customer or the Supplier has provided appropriate safeguards in transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
- (d) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

d) at the written direction of the Customer, securely delete or return all records produced as a result of the Service containing Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Supplier is required by Law to retain the records and will follow any instructions and any exit management plan provided by the Customer.

5) The Supplier shall not record any meetings with a service user unless the prior written consent of the Customer has been obtained and:

- a) All data subjects attending the meeting have given their explicit written consent;
- b) the Supplier has informed all data subjects of the purpose of the recording, where it will be held, how to obtain a copy and how long it will be retained for;
- c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection and security to any Personal Data that is recorded and in relation to any system provider; and
- d) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the recording.

6) The Supplier shall notify the Customer immediately if it:

- a) receives a Data Subject Access Request (or purported Data Subject Access Request);

- b) receives a request to rectify, block or erase any Personal Data;
- c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f) becomes aware of a Data Loss Event.

7) The Supplier's obligation to notify under paragraph 6 shall include the provision of further information to the Customer in phases, as details become available.

8) Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made by the Customer (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- a) the Customer with full details and copies of the complaint, or request;
- b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- d) assistance as requested by the Customer following any Data Loss Event;
- e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

9) The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- a) the Customer determines that the processing is not occasional;

- b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

- 10) The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 11) The Supplier shall designate a data protection officer if required by the Data Protection Legislation.
- 12) Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:
 - a) notify the Customer in writing of the intended Sub-processor and processing;
 - b) obtain the written consent of the Customer;
 - c) enter into a written agreement with the Sub-processor which give to the terms set out in this clause such that they apply to the Sub-processor; and
 - d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13) The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 14) The Supplier may, at any time on not less than 30 Business Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 15) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Business Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Dated 22 July 2022

(1) Wigan Borough Council

&

(2) PAL Electrical (NW) Limited

Contract for the provision of
of Property Repair & Maintenance Services



Assistant Director Legal
Town Hall
Library Street
Wigan
WN1 1YN

THIS CONTRACT is made the

22 July 2022

Parties:

- (1) WIGAN BOROUGH COUNCIL of Town Hall Library Street Wigan WN1 1YN
(Customer)
- (2) PAL Electrical (NW) Limited a company registered in England and Wales with company number 14001185 and with registered address 26 Ash Close, Appley Bridge, Wigan, WN6 9HU **(Supplier)**

Agreed terms

1. **Interpretation**

1.1 **Definitions:**

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

Charges: the charges payable by the Customer for the supply of the Services by the Supplier, as set out in Schedule 2.

Commencement Date: 23 July 2022

Contract: these terms and conditions set out in clause 1 (Interpretation) to clause 18 (General) (inclusive) plus the Schedules.

Contract Manager: the employee responsible for the management of the Contract on behalf a party

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.

Deliverables: all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts), and the Key Deliverables (if any).

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Key Personnel: [REDACTED]

Mandatory Policies: the Customer's mandatory policies and codes as notified to the Supplier from time to time.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in Schedule 1.

Supplier IPRs: all Intellectual Property Rights either subsisting in the Deliverables (excluding any Customer Materials incorporated in them) or otherwise necessary or desirable to enable a Customer to receive and use the Services.

1.2 Interpretation:

- a) A reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- b) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- c) A reference to **writing** or **written** excludes fax and email.

2. Commencement and term

The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until either party gives to the other not less than 1 months' written notice to terminate, expiring on 30th June 2025.

3. Supply of services

- 3.1 From the Commencement Date, the Supplier shall supply such Services to the Customer as requested in accordance with the Contract.
- 3.2 In performing the Services, the Supplier shall meet, and time is of the essence as to, any performance dates specified in any ticket issued pursuant to Schedule 1.

3.3 In supplying the Services, the Supplier shall:

- a) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- b) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- c) appoint or, at the request of the Customer, replace without delay a manager, who shall have authority to contractually bind the Supplier on all matters relating to the Services;
- d) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
- e) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract;
- f) ensure that the Services and Deliverables shall conform in all respects with any ticket or request for Services and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- g) provide all equipment, tools, vehicles and other items required to provide the Services;
- h) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- i) comply with:
 - (i) all applicable laws, statutes, regulations and codes from time to time in force; and
 - (ii) the Mandatory Policies.
- j) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises from time to time and are notified to the Supplier;
- k) hold all Customer Materials in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- l) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and
- m) notify the Customer in writing immediately upon the occurrence of a change of control of the Supplier.

3.4 Where, in the opinion of the Customer, the Supplier has failed to perform the whole or any part of the Services;

- a) to the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; or
- b) in accordance with the Contract:
 - (i) the Customer may give the Supplier written notice, specifying the unsatisfactory performance and the Customer may;
 - (ii) request the Supplier to correct or re-execute the service to the satisfaction of the Customer; or
 - (iii) withhold or reduce payments to the Supplier in such amounts as the Customer deems appropriate.

3.5 The supplier shall implement an adequate complaints procedure and implement it to the Customer's satisfaction. Where any complaints are received by the Supplier from any service user, the Supplier shall notify the Customer within 2 Business Days and promptly provide such further information to the Customer is requested.

3.6 Where Disclosure and Barring Service checks are required as part of the Services, the Supplier shall ensure these are obtained prior to the Commencement Date. Such checks shall be obtained in respect of all employees, Suppliers and volunteers who will have direct personal contact with any service users.

3.7 Where appropriate the Supplier shall comply with any reasonable request of the Customer as to the employment in or withdrawal of employees from the service should any Disclosure and Barring Service check prove that the continuation of employment would mean that any service user may be put at risk.

3.8 Each party shall notify the other and provide contact details of the employee appointed as Contract Manager.

4. Customer's obligations

4.1 The Customer shall:

- a) provide such access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in writing in advance, for the purposes of providing the Services; and
- b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

4.2 A failure by the Customer to comply with the terms of the Contract can only relieve the Supplier from complying with its obligations under the Contract with effect from the date on which the Supplier notifies the Customer in writing and in reasonable detail of the Customer's failure and its effect or anticipated effect on the Services.

5. Title to Deliverables and Customer Materials

- 5.1** Title to any Deliverables that are goods or in any physical media on which Deliverables are stored and title to any goods or materials transferred to the Customer as part of the Services shall pass to the Customer on the earlier of their delivery to the Customer or payment of the Charges for them. The Supplier transfers the Deliverables and all such goods and materials to the Customer free from all liens, charges and encumbrances.
- 5.2** All Customer Materials are the exclusive property of the Customer.

6. Data protection

The parties shall comply with their data protection obligations as set out in Schedule 3 (*Data protection*).

7. Intellectual property

- 7.1** The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.
- 7.2** The Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify the Supplier IPRs for the purpose of receiving and using the Services during the term of the Contract and for the duration of any exit assistance services provided under clause 12.
- 7.3** The Customer may sub-license the rights granted in clause 7.2 to any the Customer's Group and its customers.
- 7.4** The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer in accordance with the Contract.
- 7.5** The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt, use or onward supply of the Services by the Customer and its licensees and sub-licensees. This clause 7.5 shall survive termination of the Contract.

8. Charges and payment

- 8.1** In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 8.

- 8.2 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT) which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 8.3 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer in accordance with 1. Each invoice shall include all supporting information reasonably required by the Customer.
- 8.4 The Customer shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.
- 8.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 12 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time.
- 8.6 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. Limitation of liability

- 9.1 References to liability in this clause 9 include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 9.3 Nothing in the Contract shall limit the Supplier's liability under clause 7.5 of the Contract.
- 9.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation; and
 - c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.5 Subject to clause 9.2 (No limitation in respect of deliberate default), clause 9.3 (Liability under identified clauses) and clause 9.4 (Liabilities which cannot legally be limited), clause 9.5b) identifies the kinds of loss that are not excluded. Subject to that, clause 9.5a) excludes specified types of loss.

a) Types of loss wholly excluded:

- (i) Loss of profits.
- (ii) Loss of sales or business.
- (iii) Loss of agreements or contracts.
- (iv) Loss of anticipated savings.
- (v) Loss of use or corruption of software, data or information.
- (vi) Loss of or damage to goodwill.
- (vii) Indirect or consequential loss.

b) Types of loss and specific losses not excluded:

- (i) Wasted expenditure.
- (ii) Additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the Contract. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials.
- (iii) Losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Supplier's personnel, regulators and customers of the Customer.
- (iv) Loss of savings.

10. Insurance

10.1 During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company:

- a) Public Liability Insurance - a minimum of £5million in respect of any one claim unlimited in any one year;
- b) Employers Liability Insurance – a minimum of £5million in respect of any one claim unlimited in any one year;
- c) Vehicle Insurance Cover – fully comprehensive cover for every vehicle used in the delivery of the Services;
- d) Professional Indemnity – a minimum of £2million in respect of any one claim, covering all employees; and

and shall produce to the Customer on request the insurance certificates giving details of cover and the receipts for the current year's premiums in respect of each insurance.

11. Business Continuity

- 11.1 The Supplier shall prepare a robust business continuity plan that ensures the continuation of the Services in the event of disruption or emergency, a copy of which shall be supplied to the Customer upon request.
- 11.2 The Supplier shall notify the Customer immediately upon an incident occurring which activates the Supplier's business continuity plan (such notification to be given prior to the issue of any notification to the press or other media).
- 11.3 Following any activation of the business continuity plan, the Supplier shall provide such information to the Customer as is requested, showing how the Supplier managed any such incident and any consequential amendments made to the Supplier's business continuity plan, processes or procedures.

12. Termination

- 12.1 This Contract may be terminated by either the Customer or Supplier giving to the other at any time at least 90 days' notice in writing.
- 12.2 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
 - a) there is a change of control of the Supplier; or
 - b) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - c) the Supplier commits a breach of clause 3.3i).
- 12.3 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:
 - a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
 - b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

- c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

12.4 The Customer may terminate this Contract and recover any loss resulting such termination if the Supplier, its employees or agents: -

- a) Offers, gives or agrees to give an inducement or reward in respect of this Contract;
- b) Commits an offence under the Prevention of Corruption Act 1889 to 1916 or under Section 117(2) of the Local Government Act 1972; or
- c) Commits any fraud in connection with this or any other Contract.

12.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12.6 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, 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.

13. Exit arrangements

On termination of the Contract for whatever reason:

- a) the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and
- b) the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it.

14. Key Personnel

14.1 The Supplier shall appoint the Key Personnel, with the Customer's approval. The Key Personnel shall be responsible for delivering all Services on behalf of the Supplier to the Customer.

14.2 For the avoidance of doubt, no employee other than the Key Personnel shall provide Services to the Customer.

15. Assignment and Dealings

15.1 The Supplier shall not assign, transfer, subcontract, delegate or deal in any manner with any of its rights and obligations under this agreement.

16. Dispute Resolution

- 16.1 If there is a dispute between the parties concerning the interpretation or operation of this Contract then either party may notify the other that it wishes to dispute to be referred to a meeting of the Contract Manager for each party to resolve, negotiating on the basis of good faith.
- 16.2 If, 28 Days (or such longer period as both parties may agree) after the date of service of the notice referred to in clause 16.1 the dispute has not been resolved, then either party may notify the other that it wishes the dispute to be escalated to a meeting of an Assistant Director/Director of the Customer and an equivalent senior officer of the Supplier to resolve negotiating on the basis of good faith.
- 16.3 If, 28 Days (or such longer period as both parties may agree) after the date of service of the notice to escalate referred to in clause 16.2 the dispute has not been resolved, then either party may notify the other that it wishes to attempt to settle the dispute by mediation.
- 16.4 If both parties to this agreement do not agree on the identity of the mediator then either party may request CEDR to appoint one.
- 16.5 Both parties shall:
 - a) Use its best endeavours to ensure that the mediation starts within 20 Business Days of service of the referral to mediation notice referred to in clause 16.3; and
 - b) Pay the mediator's fee in equal shares.
- 16.6 Any agreement reached as a result of mediation shall be binding on both parties but if the dispute has not been settled by mediation within 20 Business Days of the mediation starting then either party may commence proceedings (but not before then).

17. Freedom of Information

- 17.1 The Supplier recognises that the Customer is subject to legal duties which may require the release of information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2002 or any other applicable legislation or codes governing access to information ("Access Duties") and that the Customer may be under an obligation to provide information on request. Such information may include matters arising under this Contract and the Supplier will assist the Customer in complying with its obligations under its Access Duties.
- 17.2 Notwithstanding anything in the Contract to the contrary, including clause 18.4 below, in the event that the Customer receives a request for information under its Access Duties the Customer shall be entitled to disclose all such information and documentation (in whatever form) as it is obliged to disclose under its Access Duties. In respect of such disclosure the Customer shall advise the Supplier of the intention to disclose the information prior to such disclosure being made.

- 17.3 The Supplier may identify, by notice in writing, information which it considers to be commercially prejudicial or a trade secret and may also indicate if it believes that information should be accepted by the Customer in confidence. Such an expectation should only be asserted where the Supplier believes it would have grounds to sue for breaches of confidence were the information to be disclosed. Where the Supplier identifies sensitive information, the Customer will have due regard to its comments or objections.
- 17.4 Notwithstanding clause 17.3 the Customer shall be responsible for determining whether information is exempt from disclosure and for determining in its absolute discretion the information to be disclosed in response to a request for information.

18. General

- 18.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 5 days' written notice to the affected party.
- 18.2 **Warranty.** The Supplier warrants that all information, representations and matters of fact communicated to the Customer by the Supplier in connection with the Services including any information provided by the Supplier in response to the invitation to tender are true and accurate to the best of the Supplier's knowledge information and belief.
- 18.3 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer (such consent to be at the absolute discretion of the Customer). If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own. The Supplier shall not use or shall cease to use any particular subcontractor that the Customer directs.

18.4 Confidentiality.

- a) 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 12.3(b).
- b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, Suppliers, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with clause 12.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

18.5 Publicity. The Supplier shall not without prior written consent of the Customer make any publication or notice in relation to this contract.

18.6 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.7 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.8 Waiver.

- a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18.9 Severance. 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 18.9 shall not affect the validity and enforceability of the rest of the Contract.

18.10 Notices.

- a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address; or
 - (ii) 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;
- c) This clause 18.10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- d) A notice given under the Contract is not valid if sent by email.

18.11 Third party rights.

- a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

18.12 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

18.13 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

On behalf of the Supplier:

Name: _____

Position: _____

Signature: _____

On behalf of the Customer:

Name: _____

Position: _____

Signature: _____

Schedule 1 SERVICE SPECIFICATION

1. Works within this contract are exclusively focused on supporting the Customer's Property Maintenance Service in undertaking repairs and maintenance on the Customer's tenanted and void housing stock within the borough of Wigan.
2. The Customer currently has a housing stock of 21,756 properties spread across the borough, with approximately 1,500 void properties refurbished per annum and approximately 90,000 repairs to tenanted properties.
3. Two key factors influencing the need for works are the location and age of the housing stock. Whilst the housing stock is spread across the borough, Chart 1 shows the split of the stock by locality and the age of the stock ranges from pre 1900 to the present day as shown in Chart 2.

Chart 1. Stock Location

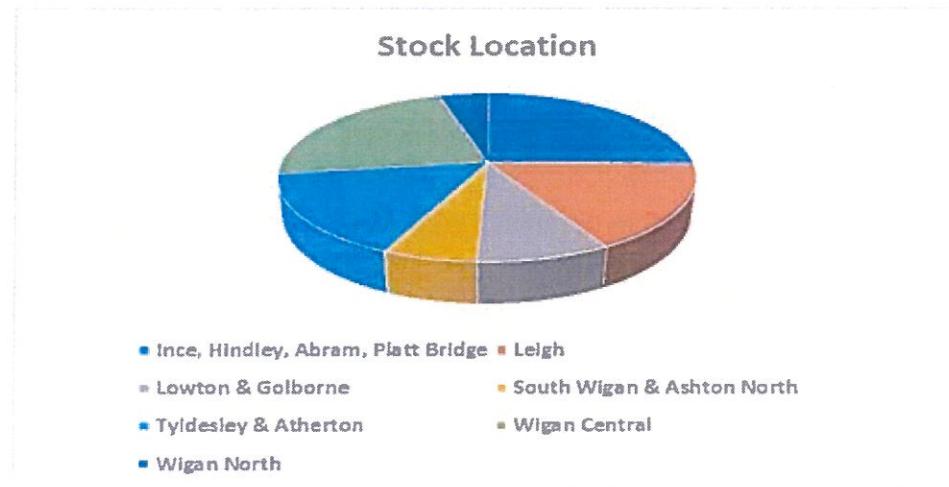
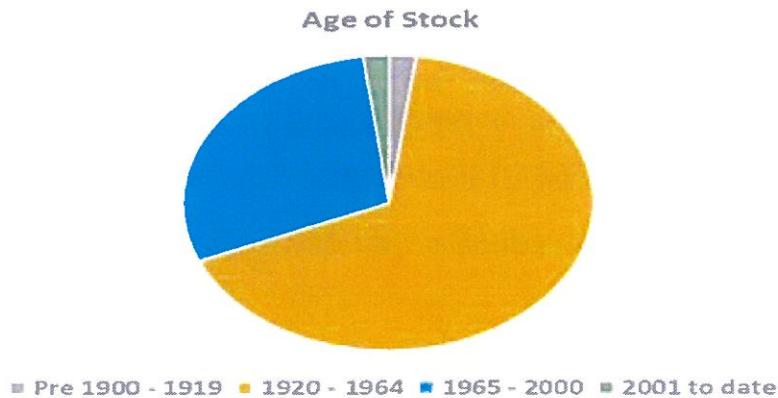


Chart 2. Age of Stock



Contract Works

4. Works to be undertaken are primarily repairs and maintenance on the Customer's tenanted and void housing stock within the borough of Wigan.
5. Tenanted and void works as required by the Customer will be issued to the Supplier under the headings; Opti, D2D, Void and Disrepair.
6. Work tickets will be issued to the Supplier via email.
7. In relation to work issued, there is no guarantee of work and the Customer shall not be held responsible for the volume of works available.
8. The Supplier shall only be paid for work undertaken to a satisfactory standard in line with the work ticket and any variation work ticket issued to the Supplier to undertake, with payment in line with the SOR codes shown at the Appendix to this Schedule.
9. SOR codes are to cover all the Supplier costs, including plant/tools, vehicles, and materials in line with the quality standards expected by the Customer.
10. Payments are not made, where the Supplier is unable to access the property.
11. The Supplier shall invoice only once all works in relation to any work ticket are completed, weekly on the Customer's invoice template, in line with the invoicing process outlined at the Appendix to this Schedule.
12. The Supplier shall utilise (by hand delivering to properties) the missed appointment / unable to contact cards provided by the Customer.
13. All works are to be undertaken to the required quality standards and timescales for the designated works, with Suppliers being responsible for re-completing any below standard works, without further payment.
14. Suppliers are responsible for contacting tenants and arranging appointments prior to turning up at properties to undertake works on tenanted properties.
15. On a weekly basis, Suppliers are to provide an update on completed works, appointment dates the works booked in for and cancellation of works (with reason e.g., 3 attempts made to appoint, no access and no response to cards posted).
16. As part of this contract, electricians are required to undertake out of hours stand-by / call out, in line with rotas.
17. Health and Safety during works is the responsibility of the Supplier, including risk assessments and safe methods of working.

18. All works are to be undertaken solely by the named individual (ex-member of staff) and sub-contracting of any of the works is not permitted as part of this contract.
19. Ensuring Customer has all the required and relevant information in relation to their qualifications, accreditations, insurances, bank account is the responsibility of the Supplier.
20. The contract is for a period of 3 years.
21. The annual value of the contract is not confirmed, nor a guarantee.

Contract Works Process

22. The Customer's 'Operational Manager - Contracting, Support and Systems for Property Maintenance' is the manager with overall responsibility for this contract and the works issued under it.
23. The Customer's 'Work Planning Supervisor' is the designated officer for co-ordinating the issuing of works to the Supplier under this contract.
24. The Supplier will liaise with different Customer staff and their framework suppliers specifically in multi trade works, to ensure that they undertake their element of works in line with work plans and timescales.
25. The following table outlines the work route for the variety of works:

| WORKSTREAM | OPTI | D2D | Void | Disrepair | Standby / Call out |
|------------------------|---------------------------------------|---|--------------------------------|---------------------|---|
| Issuing Officer | Work Planning Supervisor | Work Planning Supervisor & Team Manager | Team Manager | Team Manager | Work Planning Supervisor for rota / Contact Centre & Central Watch for jobs |
| How work issued | Email - copy of job order (run sheet) | Email – work ticket | Email – job number and context | Email – work ticket | Telephone call |

| | | | | | |
|---|--|---|--|--|--|
| | am / pm | | report with plan of work to start / end | | |
| Set work period / advanced notice | Yes | No | Yes – work plan to be adhered to | Yes – work plan to be adhered to | Yes |
| Appointment required | Yes - booked by planners | Yes – Supplier to book | No | No | No |
| Timescales for Delivery | On stated day / as per run work sheet | Work ticket stated timescale | In line with work plan for specific work | In line with work plan for specific work | Immediate response required |
| Works | In line with run work sheet | In line with work ticket, only relevant SORs to contract to be undertaken | | | Make safe works, unless materials to fully repair |
| Additional Works / Follow on Works | Additional work prior approval from Work Planning Supervisor / notify Work Planners if follow on works to be allocated | Liaise with issuing officer for approval / variation work ticket required for invoicing. There should not be follow on works. | | | Relevant SOR for fully repaired / follow on work to be notified to Work Planning Supervisor for allocation |
| Invoicing | Every 7 days, on appropriate invoice template in line with the Appendix to this Schedule | | | | |

Appendix to Schedule 1

How to Use the Electronic Invoicing Template

1. There are 5 different invoicing templates depending on the type of work awarded:
 - **Void Template LBS** - VOID work – BJVDS
 - **Day to day-Emergency Template LBS** - Day to Day/Disrepair work – BJSTR
 - **Opti time Template LBS** - Opti time work – BJOPT
 - **Callout template LBS** - Call Out work – BJCAL
2. You may not receive every type of work detailed above.
3. Always keep a blank version of each template.
4. Invoices are to be submitted weekly to the following mailbox:
MDInvoices@wigan.gov.uk
5. You must complete a separate invoice template for all work relating to LBS (copy in [REDACTED] and another for all relating to WBS (copy in [REDACTED])
6. If you are required to submit a Credit against a previous invoice, this must be completed promptly and using the same templates (do not mix Credits and invoices though on the same template) however the quantity must be a minus figure. **Failure to submit Credits as soon as requested to do so, could hold up payments of future invoices.**

How to complete the template

1. Choose the appropriate invoicing template depending on type of work.

2. You will see there are several different tabs across the bottom of the template

3. Invoice tab details your company invoice template

4. Summary tab details your company invoice template

5. Up to 30 Address tabs details your company invoice template

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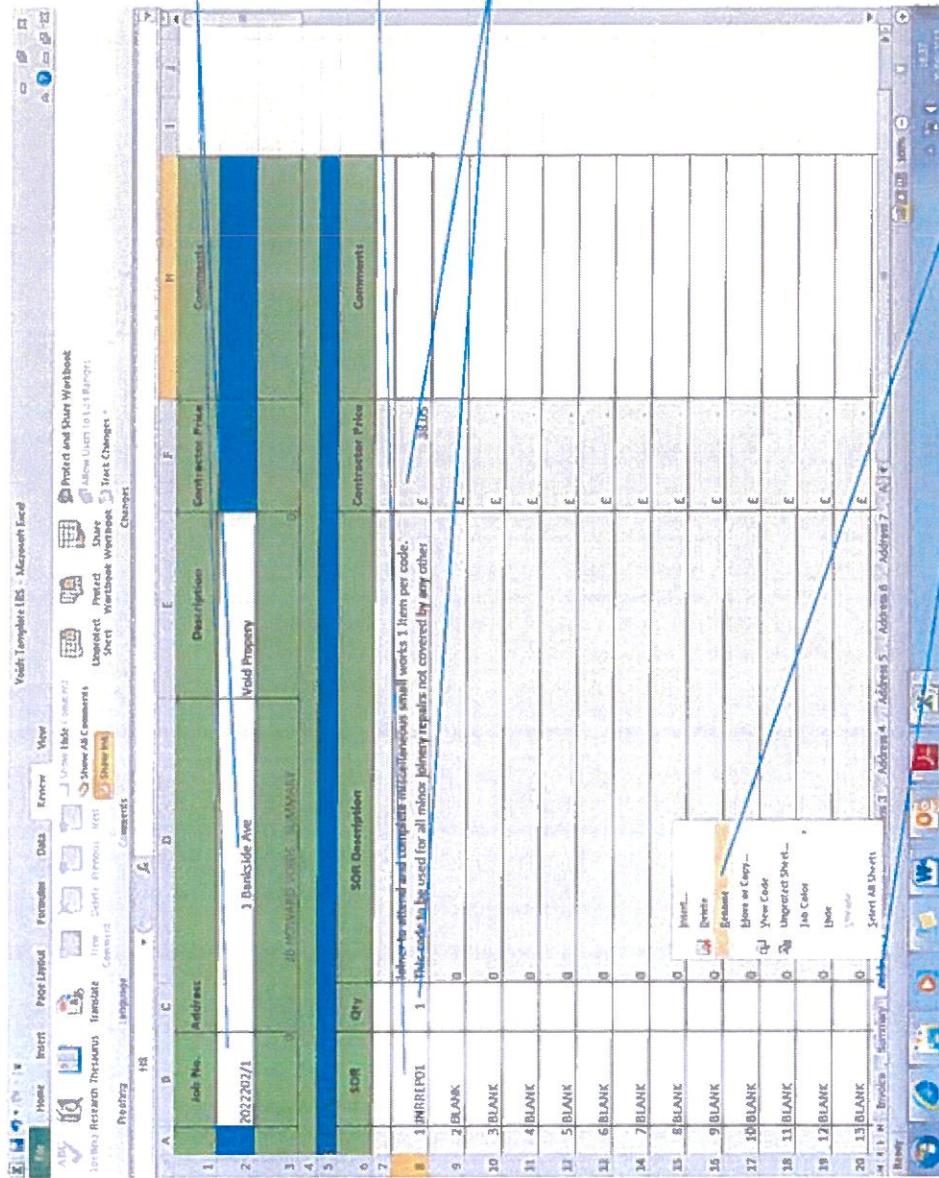
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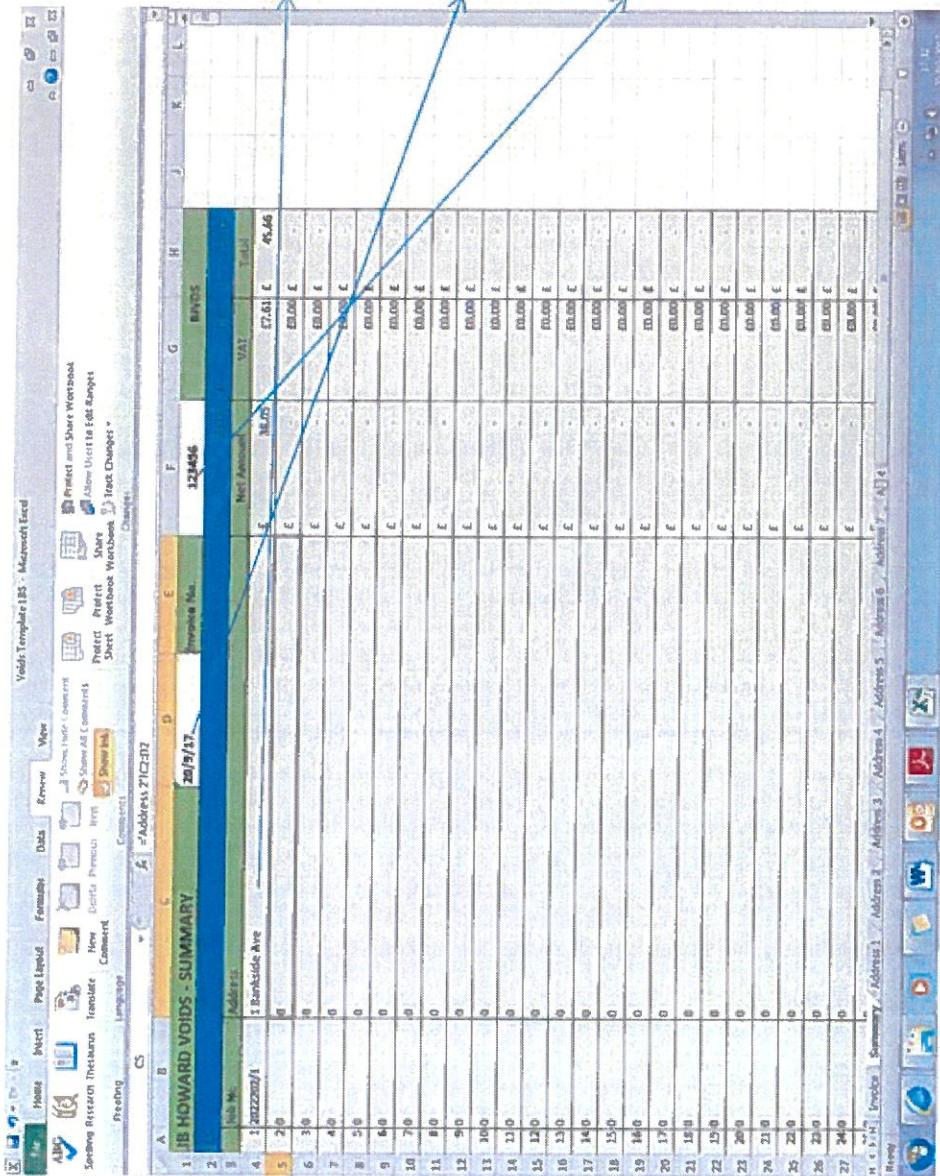


Enter the work order number and the address on the first 'Address tab'

- Enter the appropriate SOR code, this will bring the associated SOR description up.
- Enter the quantity which will then populate the appropriate contractor price
- Continuing adding all codes as necessary

When you have finished entering all the required SOR codes in, you will need to rename the tab name from Address? to the actual address that the job relates to i.e., 1 Bankside Ave.

To do this, right click on the appropriate tab, click on 'Rename', this will allow you to change the name of the tab, then click enter. Repeat this for all tabs, as necessary.



Go to the Summary tab and you will see the address tab details you have previously completed have transferred across into the summary tab.

In addition to the pre-populated information, you will have to manually fill in the date field

You will also have to enter the invoice number

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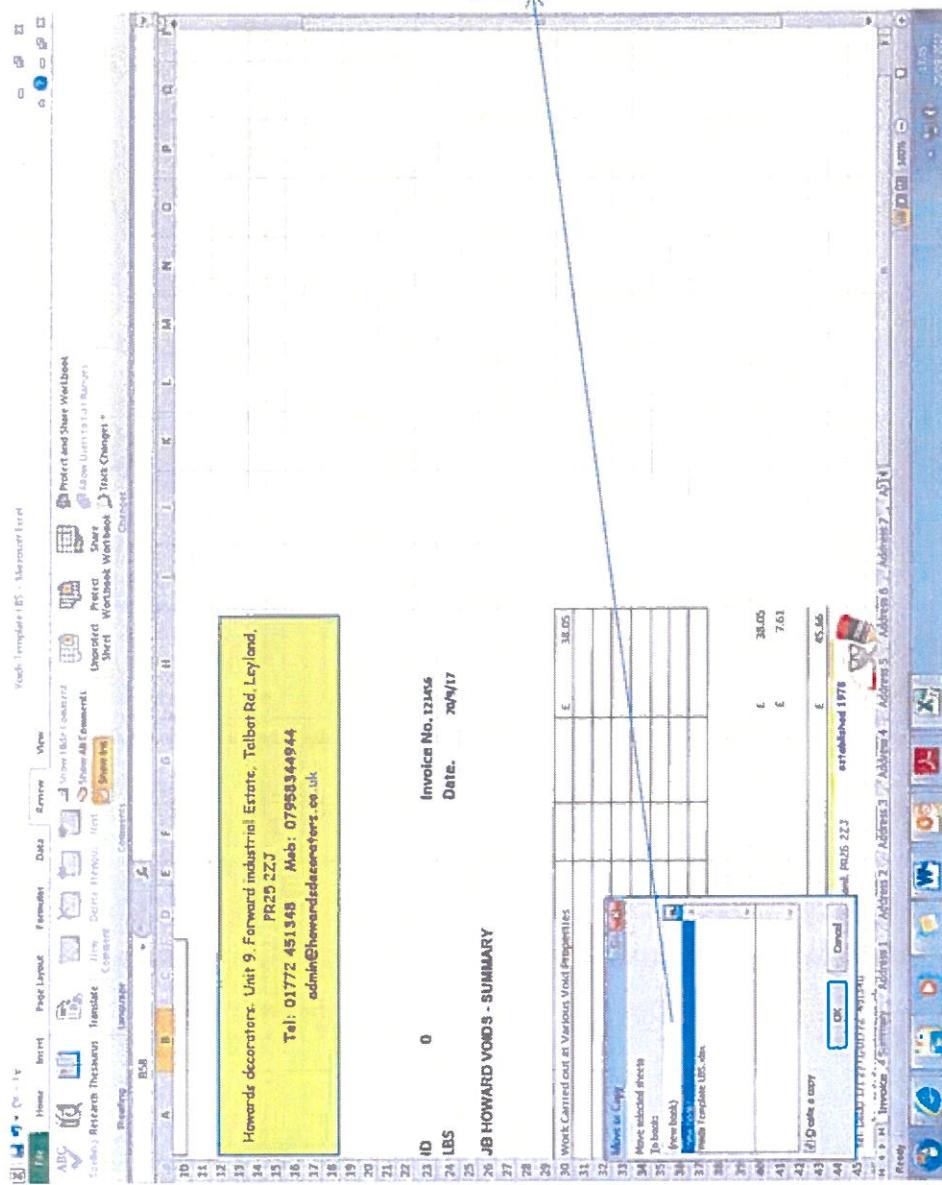
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Howard's Decorators: Unit 9, Fowford Industrial Estate, Tolbot Rd, Leyland, PR25 2ZJ
 Tel: 01772 451348 Mob: 07958344944
 admin@howardsdecorators.co.uk

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See notes on next page.



You need to choose a 'new book' here.

Leigh Building Services
Property Maintenance &
Facilities Group
Makernfield Way Depot
Makernfield Way
Inca
WN2 2PR

HOWARDS
DECORATORS

Leigh Building Services
Property Maintenance &
Facilities Group
Makernfield Way Depot
Makernfield Way
Inca
WN2 2PR

Howard's Decorators, Unit 9, Forward Industrial Estate, Talbot Rd, Leyland.
PR2 9ZZ
Tel: 01772 451348
Web: 07950 344944
admin@howardsdecorators.co.uk

Invoice No. 123456
Date. 20/03/17

JB HOWARD VORDS - SUMMARY

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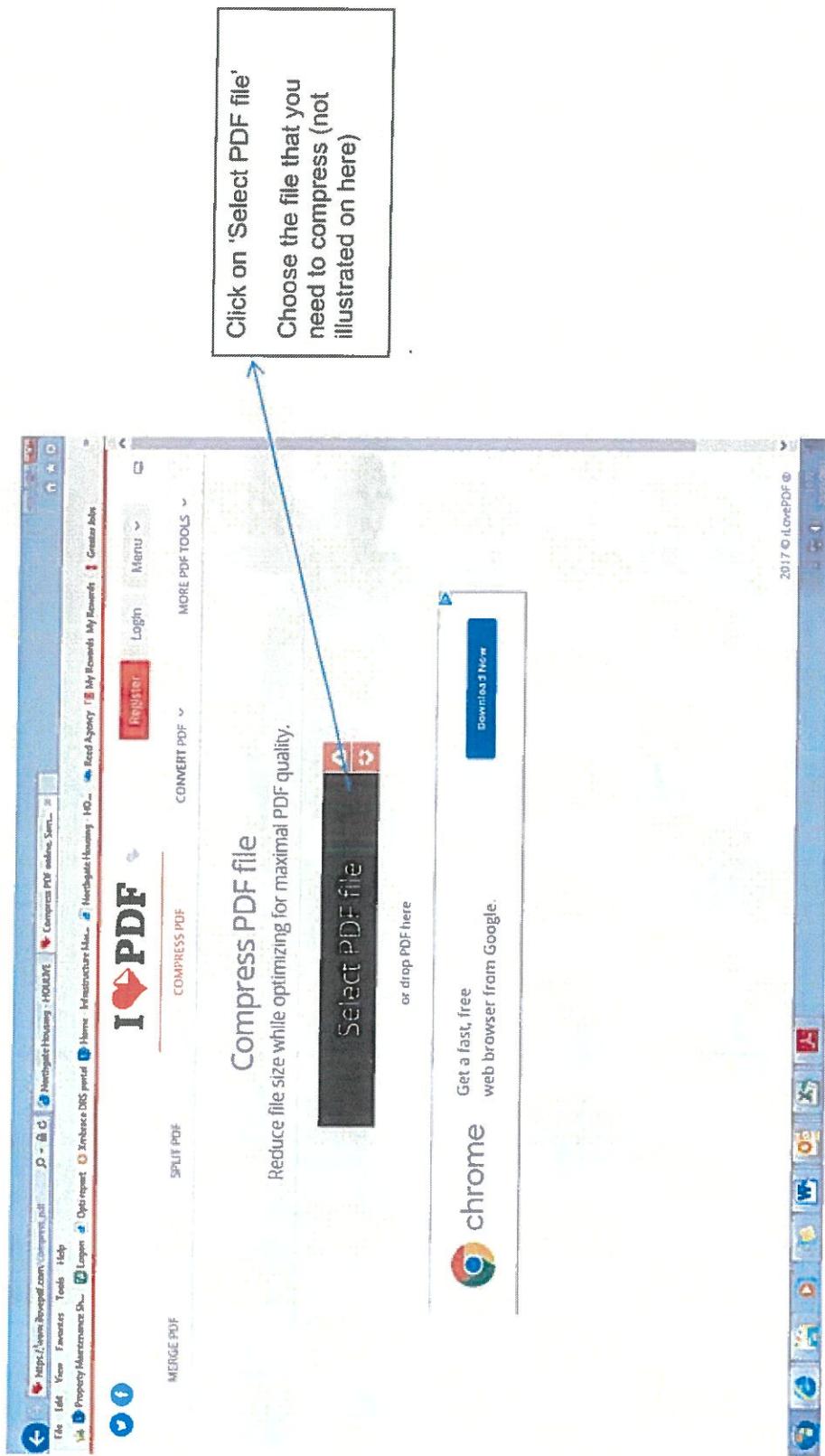
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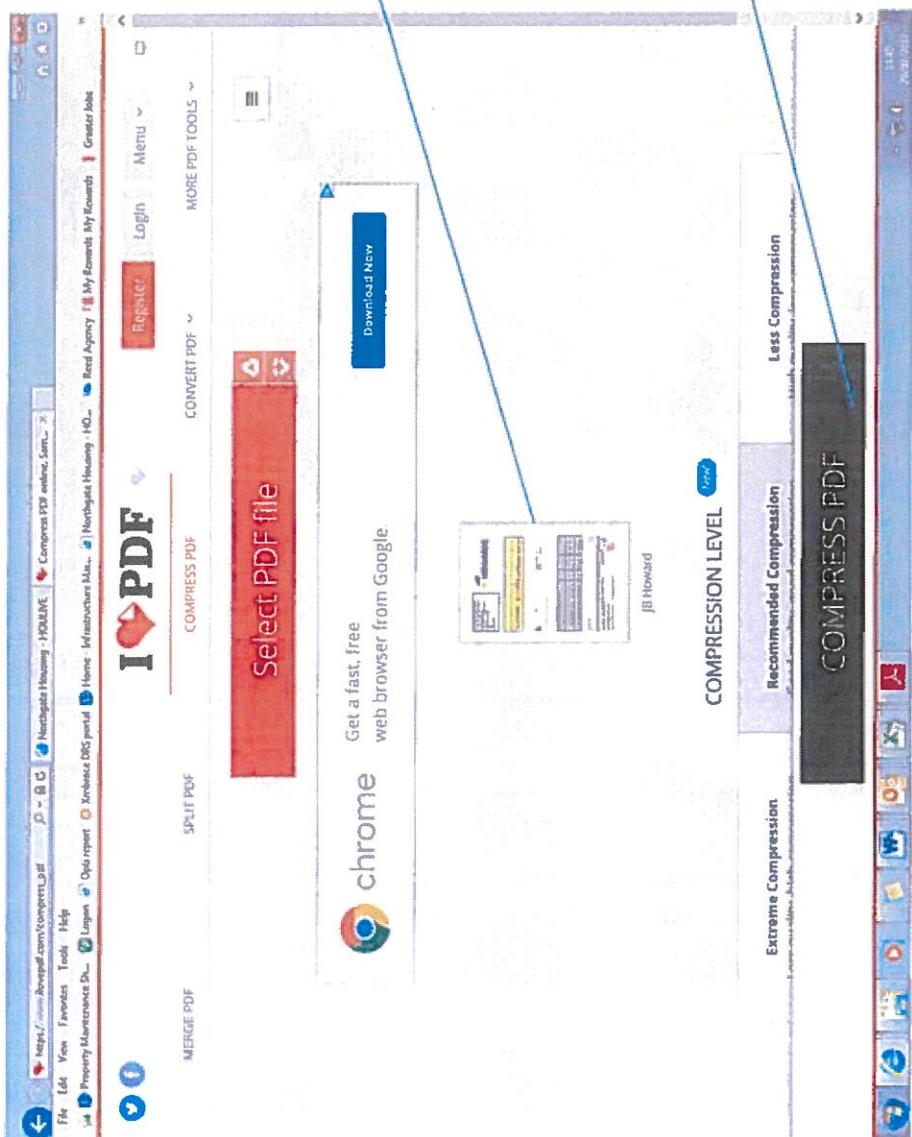
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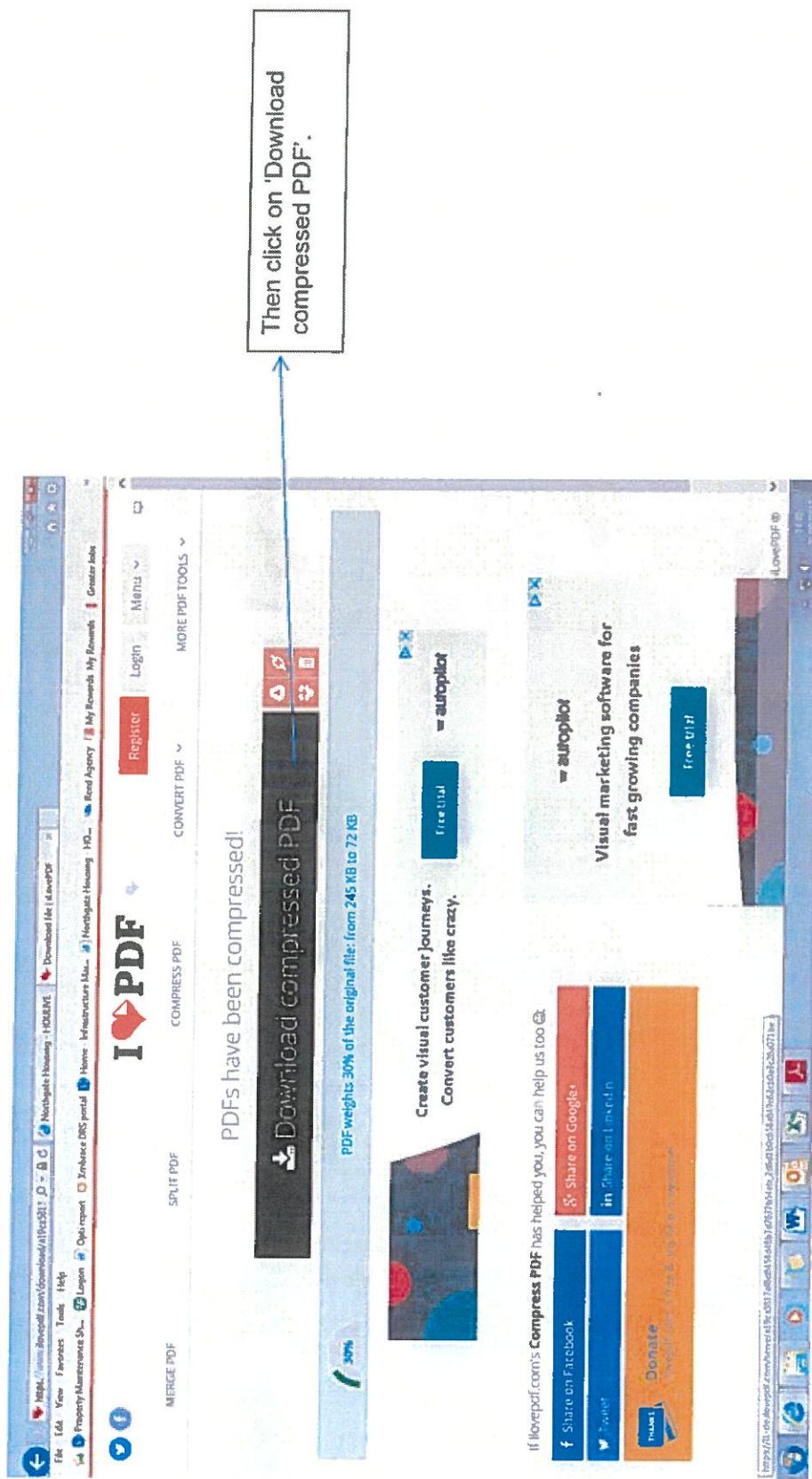
How to compress a PDF file and attach to an email



Log on to Google and search 'I love pdf compressor'







PDF image should now appear.

To attach this image to an email, click on 'File' then 'Send File'

Howard's Decorators logo

Services & Maintenance & Supply Depot

WN2 2PR

Howard's Decorators. Unit 9, Forward Industrial Estate, Talbot Rd, Leyland, PR25 2ZJ

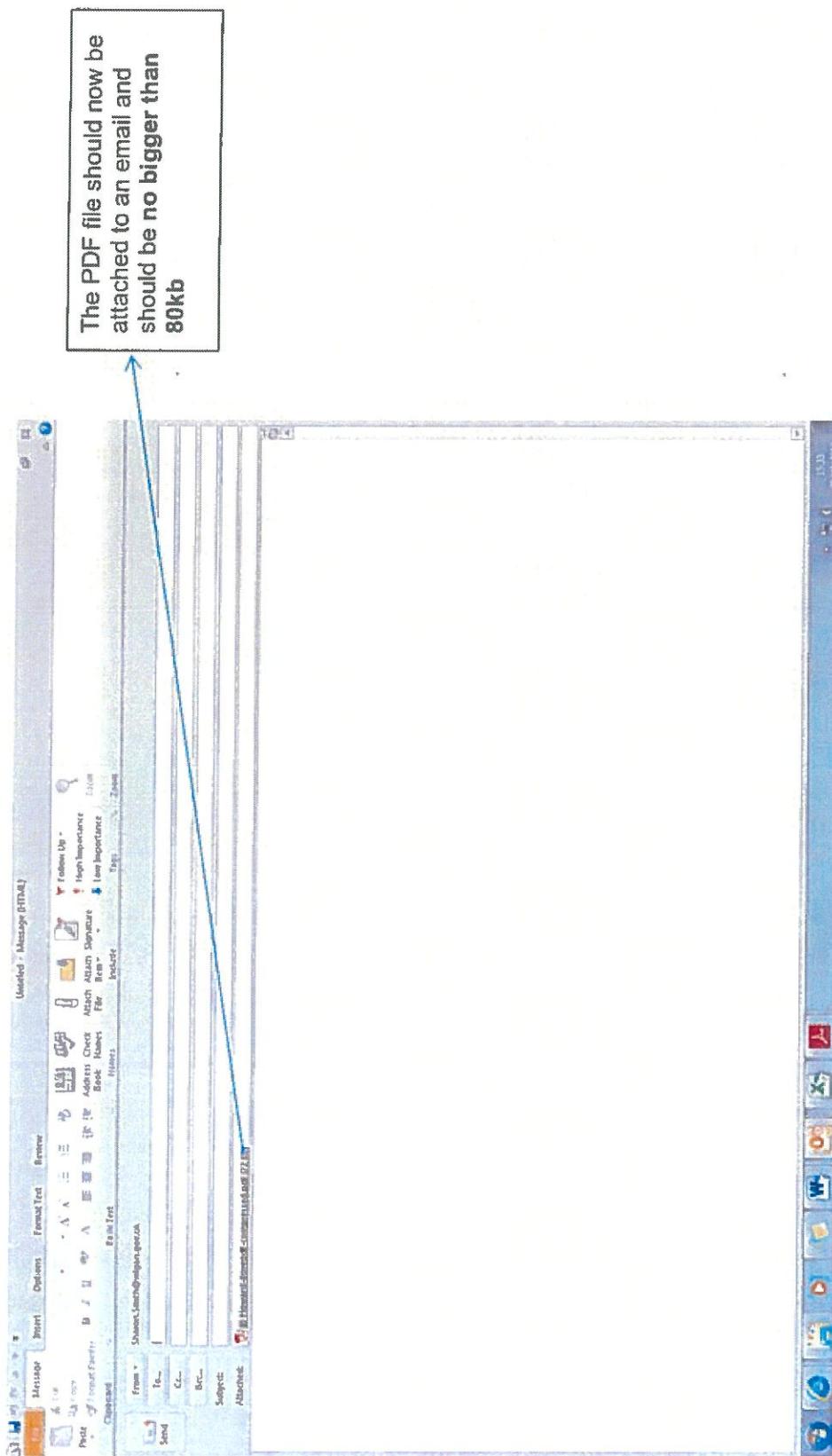
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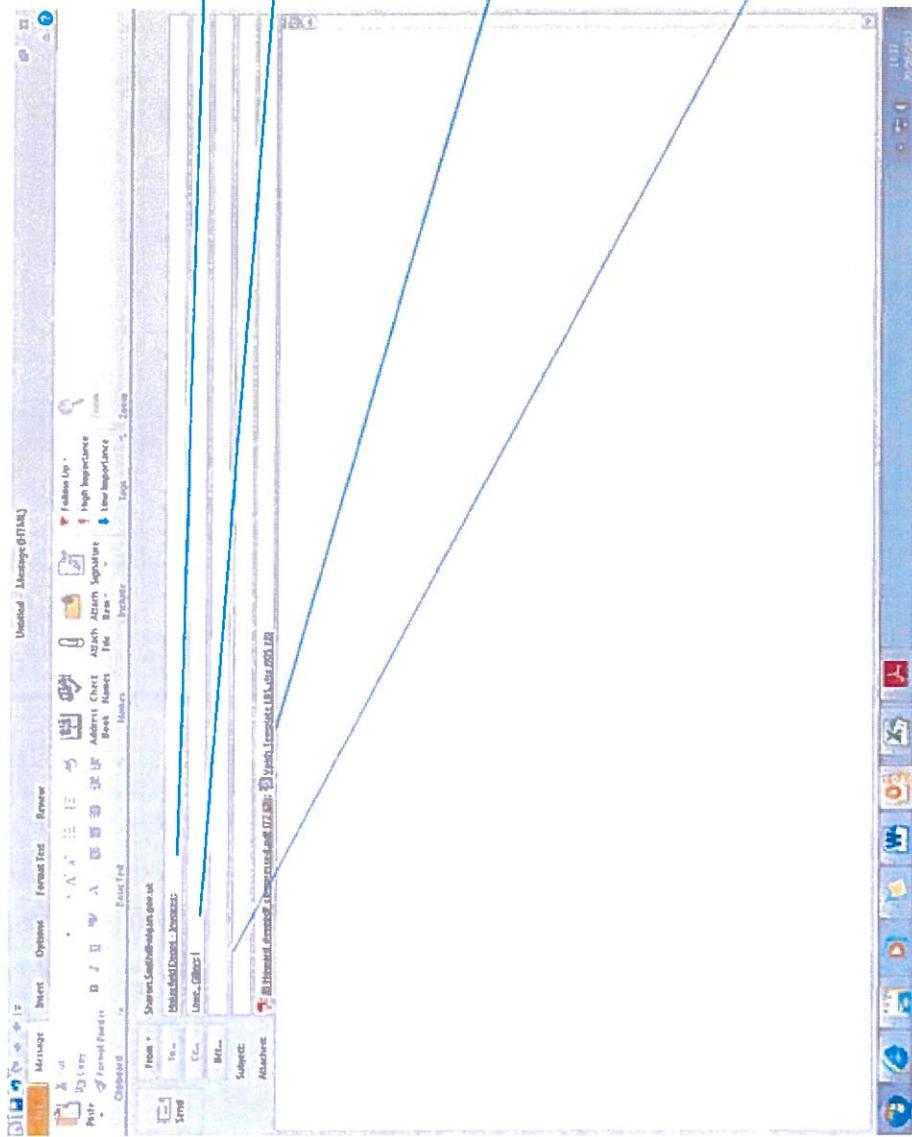
JB HOWARD VOIDS - SUMMARY

| ID | 0 |
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| LBS | |

Invoice No. 1234

Date. 20/9/17





Enter email address:

MDvoices@wigan.gov.uk
and copy in
Gillian.Lowe@wigan.gov.uk

Attach the whole Excel spreadsheet in addition to the PDF attachment.

Can you also add in the Subject: Your company name, type of template and invoice number i.e., JB **Howards VOIDS, Invoice 1234**

Schedule 2 Charges

| <u>SOR Code</u> | <u>SOR Description</u> | | <u>UOM</u> | <u>PRICE</u> |
|------------------------|---|--|-------------------|---------------------|
| CALLELEC | Electrical Callout (to be used by concierge out of hours service only) | | ITEM | £ [REDACTED] |
| ELALINC1 | Carry out a Periodic Test & Supply Certificate/s in accordance BS7671 for all wiring circuits in property. Replace damaged or faulty white accessories with replacement SCHNEIDER type goods/accesories upto 10 items (Ceiling rose and pendant classed as 1 item). Fault finding and repair minor faults. Circuits that require re-wiring report back findings to client as required and identify any remedial works. Make safe and remove any redundant/DIY Wiring. Refix any Miscellaneous items e.g. existing trunking, meter board etc. Where electric showers and burglar alarms are fitted in properties the Housing Inspectors will state their intention to leave in place if safe to do so. Including making good. All other works(such as Fans / LED lights/ Economy 7 timer etc) would be extra works measured seperately. The production of the certificate would be proof of safety and conformity of all regulations. Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations. Upload test certificate to Councils C365 website within 2 working days. | | ITEM | £ [REDACTED] |
| ELCONV01 | Remove existing storage / downflow heater (any number), spurs & ring mains inc consumer unit . Make good walls to existing plaster where removed in preparation for gas wet heating installation. Storage heaters to be either stored for reuse or disposed as per officer instruction (code to be used only on voids) Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations. | | ITEM | £ [REDACTED] |

| | | ITEM | £ |
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| ELECTR01 | Electrician - send an electrician to fix it - this code is to be used for all minor electrical works and P.A.T test to white goods inc labour & materials. Replacement sockets / spurs (fused & non fused), trace & repair faults to wiring, supply & fit earth straps & bonding to pipe work / radiators / gas mains etc as req'd, replacement light switches internal / external, replacement pendants / fluorescent tubes & minor repairs to any size (internal/external), external communal or security lighting bulbs only (upto 3 items per this code). Supply & fit replacement RCD's / MCB's (At extra cost to be agreed with Client) Attend site report findings & recommendations for further instruction by client. Remove & refit electrical items for other trades (upto 3 items maximum). Prepare and submit test or other certification as required.) Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations. | | |
| ELFIRE02 | Disconnect ,Remove existing heater and fit 1 x Dimplex FX20EIPX4 2kw Down flow heater as per manufacturers specification. Connect to existing switch spare (replace fuse if necessary), test, inform tenant on how to operate ,Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations.. | | ITEM £ |
| ELSTR01 | Disconnect and Dismantle safely, protect, set aside safely and later refit storage heater (any size) to include reinstate circuits, connect to existing spurs etc as required per BS7671 and test. Leave site safe & tidy | | ITEM £ |
| ELSUIT01 | Disconnect and remove existing inset fire .Supply , fit and connect to existing switch spur a Darrus Be Modern Comet Electric Fire Insert model 102687-. Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations.Advise Tenant on use / Leave instructions if Void property. | | ITEM £ |
| ELSUIT02 | Supply and fit Be Modern Darras Electric Suite 42" 48" Natural Oak Finish Black Back/Hearth c/w Fire Comet Black-model 102687.Connect to existing spur. Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations.Advise Tenant on use / Leave instructions if Void property. | | ITEM £ |

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| ELTEST01 | Carry out full periodic Electrical Installation Condition Report in accordance with current wiring regulations (BS7671). Upload completed test certificate to C365 within 2 working days. Any faults or dangerous findings to be isolated / made safe and report back findings to client. | ITEM | £ |
| ELTICL01 | Disconnect ,remove and fit 1 x Horstmann Economy 7 Quartz 1-Hour Electric Water Heating Controller White (Model -ECONOMY7) to existing wiring as per manufacturers specification.Replace fuse if necessary and test. Advise tenant on operating instructions on use if necessary.Dispose of redundant time clock ,make good tiles/ plaster.Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations | ITEM | £ |
| ELVISU01 | Carry out domestic visual condition report in accordance with current wiring regulations (BS7671). Any faults or dangerous findings to be isolated / made safe and report returned to client advising if rewire is required or not. | ITEM | £ |
| ELXFAN01 | Disconnect existing Kitchen fan and fit 1 x "VentAxia Revive 7" existing position as per manufacturers specifications. Connect to existing fused spare / isolator as per BS7671 wiring regs. Replace fuse if necessary and or fused spare if req'd, and make good finishes internal / external. Test fan ,advise tenant of operating instructions.Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations. | ITEM | £ |
| ELXFAN02 | Disconnect existing Bathroom fan and fit 1 x "VentAxia Revive 7 SELV" fan in existing position as per manufacturers specifications. (If necessary install ventaxia patters to cover existing fan position.) Connect to existing fused spare / isolator as per BS7671 wiring regs. Replace fuse if necessary and or fused spare if req'd, and make good finishes internal / external. Test fan ,advise tenant of operating instructions.Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations. | ITEM | £ |

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| ELXFAN03 | Install in Kitchen, 1 x "VentAxia Revive 7" fan, Core out and install duct and grille to manufacturers specification. Install new circuit and connect to existing lighting circuit as per BS7671. Test fan. Advise tenant on operation. Make good external finish and internal plaster and/or tiling. Complete electrical test certification as per BS7671 wiring regs. and upload to C365 within 2 working days. Leave site safe & tidy and dispose of all debris and waste items in conjunction current waste disposal regulations. | ITEM | £ [REDACTED] |
| ELXPIV01 | Installation of PIV to include forming opening in ceiling below loft area, leave site safe and tidy, provide Part P certificate on completion | ITEM | £ [REDACTED] |
| ELXPIV02 | Installation of PIV (including heater) to include forming opening in ceiling below loft area, leave site safe and tidy, provide Part P certificate on completion | ITEM | £ [REDACTED] |
| EMERELEC | Emergency Electrical - normal hours - attend site, make safe, repair / renew if practical, report further works to client for further instruction. | ITEM | £ [REDACTED] |
| ENUCKU01 | Supply and fit like for replacement SCHNEIDER 45a DP cooker control unit and reconnect existing cooker if required. Fit new outlet plate if required. Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations | ITEM | £ [REDACTED] |
| ENUCNU01 | Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations | ITEM | £ [REDACTED] |
| ENUSHR01 | Supply and fit replacement electric sower (KW rating to match existing shower) Mira Advance Flex 9kw Shower with Extended Rail & Hoseshower or Triton Safeguard CSGPO8W 8.5kw Electric Shower Extended Rail & Hose or REDRING SELECTRONIC8.5KW with Shower Extended Rail & Hoseshower. previous adaptations only to include repipe, rewire back to isolation switch as per BS7671, make good tiles (150mm x 150mm or imperial equivalent) white. Test. Leave site safe & tidy and dispose of all debris and waste electrical items in conjunction current waste disposal regulations | ITEM | £ [REDACTED] |

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| ERWRBF01 | <p>Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire.Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes.Rewire existing Shower (if required)with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER " accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEEN 5FT FITTING in kitchen . Bungalows to have 2 x GREENBROOK LEDPOLYP 6W BULKEAD 4000K exterior lights to front and rear doors.(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type.Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire,main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insuitable locations and 1 x new heat detector type AICO HEAT Ei3014 in kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan, isolator and duct to Kitchen where possible. Supply and fit new 45a DP switch and cooker outlet plate in kitchen . (Individual Ring mains to be installed for power circuits to Kitchen and ground floor) Final test certificate to be qualified and uploaded to C365</p> | | |

| ERWRBF02 | <p>Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER" accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEN 5FT FITTING in kitchen . Bungalows to have 2 x GREENBROOK LEDPOLYP 6W BULKEAD 4000K exterior lights to front and rear doors.(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type.Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire,main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insuatable locations and 1 x new heat detector type AICO HEAT Ei3014 in kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan, isolator and duct to Kitchen where possible. Supply and fit new 45a DP switch and cooker outlet plate in kitchen . (Individual Ring mains to be installed for power circuits to Kitchen and ground floor) Final test certificate to be qualified and uploaded to C365</p> | ITEM | £ |
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| | <p>Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Patress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER" accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEEN 5FT FITTING in kitchen .(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type. Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire, main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insuitable locations and 1 x new heat detector type AICO HEAT Ei3014 in kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan isolator and duct to Kitcen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in .(Individual Ring mains to be installed for power circuits to Kitchens , Upstairs and Downstairs)Final test certificate to be qualified and uploaded to C365</p> | ITEM | £ [REDACTED] |
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| ERWRFL02 | Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER" accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEN 5FT FITTING in kitchen .(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type. Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire, main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insuitable locations and 1 x new heat detector type AICO HEAT Ei3014 in Kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan isolator and duct to Kitchen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in . (Individual Ring mains to be installed for power circuits to Kitchens , Upstairs and Downstairs)Final test certificate to be qualified and uploaded to C365 | ITEM | £ |
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| ERWRFL03 | <p>Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER" accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEEN 5FT FITTING in kitchen .(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type. Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire, main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE E13016 insuitable locations and 1 x new heat detector type AICO HEAT E13014 in kitchen. Supply and fit new VENTAXIA RESPONSE 7 SELV EXTRACTOR FAN & COWL , isolator and duct to Bathroom. Supply and fit new VENTAXIA RESPONSE 7 EXTRACTOR FAN & COWL isolator, duct and grille to Kitchen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in . (Individual Ring mains to be installed for power circuits to Kitchens , Upstairs and Downstairs)Final test certificate to be qualified and uploaded to C365</p> | ITEM | £ |
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| ERWRH201 | <p>Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required)with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER" accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEN 5FT FITTING in kitchen .(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type.Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Swich spare / single socket for electric fire,main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insuitable locations and 1 x new heat detector type AICO HEAT Ei3014 in kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan isolator and duct to Kitcen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in . (Individual Ring mains to be installed for power circuits to Kitchens , Upstairs and Downstairs)Final test certificate to be qualified and uploaded to C365</p> | ITEM | E |
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| ERWRH301 | Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER" accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEEN 5FT FITTING in kitchen .(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type. Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire, main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insuitable locations and 1 x new heat detector type AICO HEAT Ei3014 in kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan isolator and duct to Kitcen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in .(Individual Ring mains to be installed for power circuits to Kitchens , Upstairs and Downstairs)Final test certificate to be qualified and uploaded to C365 | ITEM | £ [REDACTED] |
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| ERWRH401 | Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Pattress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER " accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEN 5FT FITTING in kitchen .(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type.Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire,main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE EI3016 insuitable locations and 1 x new heat detector type AICO HEAT EI3014 in kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan isolator and duct to Kitchen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in .(Individual Ring mains to be installed for power circuits to Kitchens , Upstairs and Downstairs)Final test certificate to be qualified and uploaded to C365 | ITEM | 6 |
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| ERWRH501 | Supply and Fit 1 x Wylex MNSPE7005/NR 10 Way Consumer unit complete with 8 MCB's and WY-MNSPE 6462/ENR Patress (16 Module). Fit WY-RECSW2S DP4 Module Isolator 100A with 25mm Blue/Brown Tails and 16mm Earth Wire. Rewire 10mm Earth bonding and clamps to incoming water and Gas supply pipes. Rewire existing Shower (if required) with 10mm Twin and Earth cable. Install lighting and ring mains as per BS7671 to all rooms utilising "SCHNEIDER " accessories with new flush metal back boxes, plus 1 x ROBUS R150 15W LED 3000K BATHROOM LIGHT , 1X ANSELL LED 35W BATTEN 5FT FITTING in kitchen .(Wall mounted light switches and sockets to be no lower than 450mm or higher than 1200mm). All sockets are to be dual switched sockets unless restricted location depicts the use of single switched type.Lounge/ Living rooms to have 4 x new dual sockets (replace existing aerial socket if required) and Switch spare / single socket for electric fire,main bedroom to have 3 x new dual sockets all other bedrooms to have 2 x dual sockets .Kitchens to have upto a combination of 5 double sockets / 13amp switch spares dependant on layout of kitchen. Rewire 1 x new 13a Switch spare to Central Heating on independent circuit(extra over to be booked for wiring of Y-plan type central heating or combination-boiler control circuit).Install 2 x new hardwired smoke alarms type AICO SMOKE Ei3016 insuitable locations and 1 x new heat detector type AICO HEAT Ei3014 in kitchen. Supply and fit new VENTAXIA extractor fan , isolator and duct to Bathroom. Supply and fit new VENTAXIA extractor fan isolator and duct to Kitchen where possible. Supply and fit new 45a DP switch and cooker outlet plate to kitchen in . (Individual Ring mains to be installed for power circuits to Kitchens , Upstairs and Downstairs)Final test certificate to be qualified and uploaded to C365 | ITEM | £ |
| ERWVPHASE | Installation of V phase voltage optimisation unit, to be completed in conjunction with electrical rewire. | ITEM | £ |
| ESCARB01 | Supply and install new hard wired carbon monoxide detector Type AICO Ei3018 with Lithium Battery to manufacturers specifications. Connect to existing lighting circuit and connect with other hard wired detectors in property as per current wiring regulations (BS7671) . Explain to tenant how they operate. Make good and leave site tidy.Completed Test Certificate to be uploaded to C365. | ITEM | £ |

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| ESHEAT01 | Replace existing hard wired heat detector with Type AICO Ei164RC or Ei3014 with Lithium Battery Test Circuit ,make good and leave site tidy |
| ESHEAT02 | Supply and install new hard wired smoke detector Type AICO Ei164RC with Lithium Battery to manufacturers specifications. Connect to existing lighting circuit and connect with other hard wired detectors in property as per current wiring regulations (BS7671) . Explain to tenant how they operate. Make good and leave site tidy.Completed Test Certificate to be uploaded to C365. |
| ESMKDR01 | Replace 230v existing hard wired smoke detector Type AICO EI166E with Lithium Battery. Test Circuit ,make good and leave site tidy |
| ESMKDR02 | Smoke Detector - Fire Angel - Fit only. Smoke Detector, to current regulations including removal of old as required. Test circuit, make good, leave site safe & tidy. |
| ESMKDR03 | Supply and install new hard wired smoke detector Type AICO Ei166E with Lithium Battery to manufacturers specifications. Connect to existing lighting circuit and connect with other hard wired detectors in property as per current wiring regulations (BS7671) . Explain to tenant how they operate. Make good and leave site tidy.Completed Test Certificate to be uploaded to C365. |
| ESMKLK01 | Supply and install new hard wired link between 2 detectors in property as per current wiring regulations (BS7671) .Completed Test Certificate to be uploaded to C365. (or supply and fit Aico Ei3000RMF transmitter in High rise flats only)Explain to tenant how they operate. Make good and leave site tidy.Completed Test Certificate to be uploaded to C365. |
| SNUXLE050 | ITEM-Supply and install XLE050 DIMP 080905 STORAGE HEATER (XLE050 GDC 0.5KW STORAGE HEATER 4 PKS BRICKS) as per manufacturers specifications.Connect to existing heating circuit plus Install new surface mounted SCHNEIDER 13a Switch spare and terminate storage heater auxiliary supply (As per BS7671 wiring regulations).Remove and dispose of all waste materials and leave site clean and tidy. Any damage to plaster to be made good.Test and Commission and advise tenant on use. |
| SNUXLE070 | ITEM-Supply and install XLE070 DIMP 080912 STORAGE HEATER (XLE070 GDC 0.75KW STORAGE HEATER 6 PKS BRICKS) as per manufacturers specifications.Connect to existing heating circuit plus Install new surface mounted SCHNEIDER 13a Switch spare and terminate storage heater auxiliary supply (As per BS7671 wiring regulations).Remove and dispose of all waste materials and leave site clean and tidy. Any damage to plaster to be made good.Test and Commission and advise tenant on use. |

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| SNUXLE125 | ITEM-Supply and install XLE125 DIMP 080929 STORAGE HEATER (XLE125 GDC 1.25KW STORAGE HEATER 10 PKS BRICKS) as per manufacturers specifications. Connect to existing heating circuit plus Install new surface mounted SCHNEIDER 13a Switch spare and terminate storage heater auxiliary supply (As per BS7671 wiring regulations). Remove and dispose of all waste materials and leave site clean and tidy. Any damage to plaster to be made good. Test and Commission and advise tenant on use. | ITEM | F |
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Schedule 3 Data protection

The following definition apply in this Schedule:

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| Data Loss Event: | any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |
| Data Protection Legislation: | (i) The UK General Data Protection Regulation (GDPR) - 1 January 2021 and any applicable national implementing Laws as amended from time to time; (ii) all applicable Law about the processing of personal data and privacy; |
| Data Protection Impact Assessment: | An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data. |
| Data Subject Access Request: | A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data. |
| DPA 2018: | Data Protection Act 2018 |
| Sub-processor: | Any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement. |

- 1) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in the Appendix to this Schedule.
- 2) The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 3) The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
 - a systematic description of the envisaged processing operations and the purpose of the processing;
 - an assessment of the necessity and proportionality of the processing operations in relation to the Services;

- c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

4) The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- a) process that Personal Data only in accordance with Appendix 3, unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - i) nature of the data to be protected;
 - ii) harm that might result from a Data Loss Event;
 - iii) state of technological development; and
 - iv) cost of implementing any measures;
- c) ensure that:
 - i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement (and in particular Appendix 3);
 - ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (1) are aware of and comply with the Suppliers duties under this clause;
 - (2) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (3) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (4) have undergone adequate training in the use, care, protection and

(5) it does not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and:

- (a) the Customer or the Supplier has provided appropriate safeguards in transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
- (d) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

d) at the written direction of the Customer, securely delete or return all records produced as a result of the Service containing Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Supplier is required by Law to retain the records and will follow any instructions and any exit management plan provided by the Customer.

5) The Supplier shall not record any meetings with a service user unless the prior written consent of the Customer has been obtained and:

- a) All data subjects attending the meeting have given their explicit written consent;
- b) the Supplier has informed all data subjects of the purpose of the recording, where it will be held, how to obtain a copy and how long it will be retained for;
- c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection and security to any Personal Data that is recorded and in relation to any system provider; and
- d) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the recording.

6) The Supplier shall notify the Customer immediately if it:

- a) receives a Data Subject Access Request (or purported Data Subject Access Request);

- b) receives a request to rectify, block or erase any Personal Data;
- c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f) becomes aware of a Data Loss Event.

7) The Supplier's obligation to notify under paragraph 6 shall include the provision of further information to the Customer in phases, as details become available.

8) Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made by the Customer (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- a) the Customer with full details and copies of the complaint, or request;
- b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- d) assistance as requested by the Customer following any Data Loss Event;
- e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

9) The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- a) the Customer determines that the processing is not occasional;

- b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

10) The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.

11) The Supplier shall designate a data protection officer if required by the Data Protection Legislation.

12) Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:

- a) notify the Customer in writing of the intended Sub-processor and processing;
- b) obtain the written consent of the Customer;
- c) enter into a written agreement with the Sub-processor which give to the terms set out in this clause such that they apply to the Sub-processor; and
- d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

13) The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

14) The Supplier may, at any time on not less than 30 Business Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

15) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Business Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

