**Contractor Agreement Information**

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**Introduction**

This document contains essential information all contractors must be familiar with, prior to submitting an application form to join Hjaltland Housing Association and Hjaltland Trading Ltd, known as Hjaltland throughout, list of authorised contractors. As part of the application process, you will sign the contractor declaration form to confirm you have read all sections of this document.

Company Owners / Directors have a responsibility to ensure they understood what is required to work in partnership with Hjaltland, whilst also disseminating this information to all employees who will be working on their behalf.

The information within this pack will be reviewed and circulated on an annual basis.

The approval of the Management Committee is required for all Contractors prior to engagement for the following types of work:

**Small Repair Works**

For ‘Day to Day’ repairs, Hjaltland will prioritise its list of ‘approved contractors’ according to the hourly rates supplied for each trade. Approved contractors with the lowest hourly rates will be given priority when arranging repair orders and will be contacted first.

We would therefore ask that you consider this carefully before confirming your rates for this year. The rates supplied in this document will remain applicable until the end of the current financial year.

**Minor Works**

When quotations are required, Hjaltland will select a number of available contractors from the approved list and appoint the contractor who submits the lowest price.

We would therefore ask that you consider this carefully before confirming your rates for this year. The rates supplied in this document will remain applicable until the end of the current financial year.

**Major Works**

When tenders are required, Hjaltland will select a number of available contractors from the approved list.

Admission to the list will be following an assessment of a second questionnaire and a request a further assessment might be applicable with tenders awarded on a quality / price ratio if required.

**Code of Conduct for Contractors**

**Appointments**

Arrange access as directed on the works order.

**Works order instructions**

If when you receive a works order, the instructions are not clear or you believe them to be incorrect, please contact the maintenance team to clarify the details before starting the work.

Symbols may be shown on the works order; their meanings are as follows:

|  |  |
| --- | --- |
| cid:image014.jpg@01D7A59C.C7FBFB20 | Asbestos is present – See text on works order |
| C:\Users\Elizabeth\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\P2ON96MS\shattered-glass_38119 (2).png | Sharps may be present |
|  | Cover Shoes to be worn |
| ai_blind | Household member is Blind or has Partial Sight |
| ai_deaf | Household member is Deaf or Hard of Hearing |
| Mute  premium icon | Household member is Mute |
|  | Respiratory Condition |
| ai_guidedog | Pets at Property |
|  | Do not use the pass key. Tenant wishes to be present. |
| ai_warning_yellow | Household member with Poor Mental Health or Learning Disability |
|  | Household member Potential for Violence - Two Person Visit required |

**Identity**

All workers must carry their official company identification and an official works order. Hjaltland will be pleased to verify this on request.

**Preparation for Work**

Tenants and homeowners are asked to be ready for the contractor’s arrival. Easily damaged articles need to be removed, and a reasonably clear working area left if at all possible. The contractor is requested to assist tenants and homeowners to move heavy items if asked and replace them at the end of the job. Contractors must take appropriate measures to protect the tenants and homeowners’ property and floor coverings i.e. the use of dust sheets where applicable.

**Conduct of Work**

It will be contractor’s responsibility to:

* Ensure that materials used are of equal and/or equivalent type to those existing unless otherwise authorised by an officer of Hjaltland
* Undertake to carry out work in a professional manner
* Comply with the Health and Safety at Work Act
* Treat all tenants with respect and comply with relevant human rights and equalities legislation

**Respect for Tenants and homeowners’ Homes**

The contractor must respect the confidentiality of all tenants and homeowners, their homes and belongings whilst completing work on behalf of Hjaltland. Contractors are reminded that they will be working in properties with occupants that have different and varying needs and that they must not disclose any information in relation to any individual or property.

Contractors must not use any of the tenant’s equipment, their telephone or their gas or electricity without asking permission first. By prior arrangement the tenants and homeowners will be reimbursed by the contractor for any such use. If agreement cannot be reached tenants and homeowners should refer the matter to the Property Services Department.

**Damage to a Tenant’s Property**

If you should accidentally damage either the property or a tenant’s furnishings or possessions while carrying out a repair, please inform the damage to both the tenant (leave a note if they are out) and Hjaltland at the earliest opportunity so that we can resolve the matter as quickly as possible.

The contractor will be liable to the tenant for any loss or damage caused to the tenant’s property occurring during the course of works.

**Cleaning Up**

An amount of inconvenience may be unavoidable as a result of repairs, but the contractor must take all reasonable precautions to keep this to a minimum and tidy up afterwards.

**Complaints**

A copy of Hjaltland’s Complaints Policy can be obtained from 6 North Ness Business Park, Lerwick ZE1 0LZ.

**Emergency Repairs Procedure**

**Emergency Out of Hours Call Outs**

We operate an out of hours repair service, essentially where there is a danger to life or limb, or significant damage to the property. Out of hours repairs are co-ordinated by a service provider, who will handle phone calls from tenants and homeowners during times when the office is closed. This will include evenings, weekends, and public holidays.

There is a dedicated phone number for tenants and homeowners to report an emergency repair when the office is closed. Hjaltland’s out of hours call handling service will determine whether the repair is an emergency according to Hjaltland’s Maintenance Policy and if necessary, they will contact a contractor from the authorised list to attend the property.

The response centre holds the symbol information, see Works Order Instructions, per property and will be able to inform the contractor of any symbols attached to the property.

The response centre will notify Hjaltland if a contractor has been called out. Hjaltland will issue a works order to the contractor when the office re-opens.

If a tenant contacts you directly out with office opening hours, you should ask them to contact Hjaltland’s out of hours service on 01595 692387.

**What is an Emergency Repair?**

A repair is considered an emergency where there is danger to life or limb or serious damage to the property. The following faults are considered as an emergency and should be made safe within 6 hours:

What Is an Emergency? (Target completion of an emergency repair is 6hrs from receipt of initial call)

* An emergency arises where there is danger to life or limb or serious damage to property.
* Total loss of electrical power, other than a power cut
* A dangerous electrical fault
* A burst water pipe or water tank
* An uncontainable leak
* A blocked drain, if there is serious leakage or a risk of flooding or if it’s backing up
* A blocked or totally unusable WC, if there is only one in the house
* A property that is insecure, with a broken window or a damaged door, following an event such as a break-in or possibly storm damage
* An emergency also arises if someone is locked in and cannot get out any door
* A tenant, who is elderly, disabled, or has young children is locked out

**Emergency Repair - Total Loss of Heating - 24 Hours**

Where there is a total loss of heating with no alternative, report over a weekend or public holiday, this repair will be made within 24 hours. Where the issues are complex and can't be resolved within the timescales, an alternative heat source is to be supplied.

**Health & Safety**

All out of hour’s calls are handled by a response centre on behalf of Hjaltland.  The response centre will arrange for a contractor to attend if the repair is considered an emergency according to Hjaltland Maintenance Policy.

The response centre is updated on a monthly basis with identifiers regarding the tenant and property. These identifiers are described in the Contractor Information Pack. The contractor is therefore advised to only attend a property if they think it is safe to do so. If there is any uncertainty, then the contractor must contact Hjaltland for further information.

If a contractor is called to a property and is unsure if there are further Asbestos Containing Materials present, out with of property indicators, (which will be disturbed by the repair work) they must not proceed any further and contact Hjaltland for clarification.

Note: Hjaltland recommends that all relevant employees be trained on asbestos awareness.

**Contractor Pass Key Procedure**

The following procedures should be adhered to when using and storing the pass keys issued by Hjaltland:

* Pass keys will be issued by Hjaltland at their offices in 6 North Ness Business Park, Lerwick to authorised contractors only if the tenant has given permission for the pass key to be used.
* The contractor will complete and return the ‘Authorised Pass Key Signatories’ sheet for all employees of their company who will be signing out pass keys. Anyone not listed on the sheet will not be given a pass key. Contractors must present a copy of the works order prior to receiving a pass key. Hjaltland will confirm access details for all works orders prior to issuing pass keys.
* Contractors are required to sign the key book at the above address to confirm receipt and the subsequent return of the pass key. The key is the contractor’s responsibility until it is signed back in.
* The pass key, whilst in the contractors’ possession, will become their responsibility and should only be accessible to them or members of their staff. At no time should any key be passed to any person other than authorised staff. The contractor must issue HHA with a full list of ‘Authorised Pass Key Signatories’ on a yearly basis and Hjaltland must be informed of any staff changes to the authorised signatories immediately. Failure to do so would jeopardize the security and safety of Hjaltland properties and tenants and homeowners. This would result in the contractor being removed from the “authorised” list and may possibly lead to legal proceedings.
* The contractor will use the pass key for the sole purpose of carrying out the work requested by Hjaltland.
* The security of the premises is the responsibility of the contractor whilst the keys are in their possession, and they must take all reasonable care to ensure no unauthorised entry into Hjaltland’s property.
* Upon completion of the requested work the contractor will ensure the property is secure and will return the pass key to Hjaltland offices immediately. If a property is not secure when the contractor arrives i.e. the door is not locked and the tenant is out, they must contact Hjaltland immediately to allow the tenant to be informed. Properties must not be left unsecured without the consent of the tenant.
* If a pass key gets misplaced or lost by a contractor, they must inform Hjaltland immediately to allow the installation of new locks to be undertaken. Any subsequent cost of remedial works will be passed on to the contractor.
* The contractor must ensure the tenant is not in the property before using the pass key to gain access. Permission to use the pass key to enter a tenant’s home must be gained for each day that it is used.
* When a contractor uses a pass key, they must leave a ‘Contractor Contact Card’ after each visit to advise the tenant that they have been in their property and the status of the job. If you need to return to a property for a second visit to complete a job, please confirm this using the card stating that you will be returning and intend to use the pass key again, this will give the tenant the chance to contact you or Hjaltland if they are not happy with this.

**Conditions of Contract**

Acceptance of Hjaltland's repair instruction implies acceptance of the following conditions of contract and contractors who are unwilling or unable to comply with the conditions must notify Hjaltland:

**General**

The contractor shall inspect the site to determine the amount of work involved.

The contractor must provide their own equipment, plant, tools, scaffolding, staging, temporary covers, dust sheets, temporary lighting, safety barriers, transport, labour and materials etc. as may be required.

The contractor shall be responsible for the payment of all necessary fees, licences, etc. and informing or seeking permission from the Shetland Islands Council and such statutory authorities as may be necessary for execution of the works.

The standard of materials and quality of work required are to match the relevant British and EU Standards and Codes of Practice wherever they are applicable. Where neither of these codes are applicable, material and work shall be of best quality and in accordance with good practice. Where manufactured items are used, they should be installed strictly according to the manufacturers' instructions.

The contractor shall carry out everything necessary to execute the works, whether specifically mentioned in the order or not.

The contractor shall follow all relevant health and safety regulations relevant to their business and, works carried out on Hjaltland private homes, properties and schemes. In particular the contractor shall consider the Health and Safety at Work Act Section 2 and Section 3, regulation 3 of the Management of Health and Safety at Work Regulations plus specific duties placed on them by other health and safety regulation.

The contractor should ensure that tenants and homeowners are not left without water, sanitation, or electricity overnight. Where this is unavoidable, alternative arrangements should be agreed with the tenant and Hjaltland.

Abandoned items should not be removed from properties without Association permission.

Without prejudice to other claims the contractor will be expressly responsible for defects in either quality of work or materials supplied, and/or fixed for a period of six calendar months after the date of completion. They shall be required to make good any defects or faults which may appear within that period whether due to defective works or materials, carelessness or causes arising therefrom, including any damage to adjoining property, at their own cost.

Hjaltland's properties are held insured against fire, storms, and floods etc. however the contractor will hold Hjaltland indemnified against all claims for loss of rents, fixtures, fittings, furniture or contents, etc. The contractor is to insure so as to relieve Hjaltland of all liabilities arising out of the works operation whether from damage to persons or property. The minimum cover for one event is £5,000,000 (Five Million Pounds).

The contractor shall comply with the Data Protection Schedule attached to these conditions of contract.

**Ordering**

Only Association staff can authorise work within Hjaltland's property, except in an emergency, when Hjaltland’s office is closed and staff at Hjaltland’s out of hours call handling service will contact the contractor. The repair will be classed as an emergency and the contractor must follow Hjaltland’s Emergency Repairs Procedure.

Works will be issued with an official works order by Hjaltland's staff. Telephoned or verbal orders will be confirmed by a works order and no such instruction should be accepted unless the number of the order to follow is quoted. Where it is not possible to adopt this procedure (i.e. in an emergency situation, out of office hours etc.) a confirmation order will be issued as expeditiously as possible. The contractor will accept such other reasonable conditions as may be made from time to time by Hjaltland.

Where supplementary works are required, the contractor must not proceed with such works without obtaining authorisation from Hjaltland. Where authorisation is given an amended or additional order will be issued in accordance with the foregoing clause.

**Priority**

All orders are prioritised and issued with a target date for completion. If the contractor is unable to respond within the date indicated on a specific order, then they should contact Hjaltland immediately and return the order, if so requested. Failure to do so or not to commence works by the stated dates can result in cancellation of the order.

**Normal Working Hours**

Except by arrangement with the occupier or in the case of an emergency, works to the property shall be carried out between the hours of 8 am and 6 p.m. from Monday to Saturday. Any work outside these hours by prior arrangement should not cause unreasonable inconvenience to neighbours. Any overtime worked will be at the contractor's expense.

**Access**

Where access times are limited, the contractor must carry out the visit at the time specified. Where this proves impossible, sufficient notice must be given to allow the tenant to arrange another suitable time.

The contractor is responsible for gaining access to occupied property. In the event of access being denied after two requests, the matter is to be referred to Hjaltland.

Where pass keys are made available to the contractor, they must be used in strict accordance with Hjaltland’s Pass Key Procedure.

The security of the premises is the responsibility of the contractor whilst the keys are in their possession, and they must take all reasonable care to ensure no unauthorised entry to Hjaltland's property.

**Inspection**

The contractor shall at all times allow reasonable access for members of Hjaltland’s staff or other authorised consultants to inspect work in progress, including for health and safety.

**Protection of Property and Occupants**

The contractor shall provide all necessary and properly erected protection and screening for the protection of the property, fixtures and fittings, including tenant's possessions and adjoining or adjacent property at all times.

The work must be carried out with minimum inconvenience to the tenants and homeowners or to adjoining property occupiers. Ladders or any means of access shall not be left where they will afford the means of burglary, trespass, etc. Any materials, tools, or plant will be secured to prevent danger to occupants, visitors or neighbours.

The contractor shall not use any substance in carrying out the works which may be potentially or actually dangerous to health. Prior written authorisation is required from Hjaltland for the use of any such substance. Occupants should be given full details and any precautions that should be taken.

The contractor must comply with the Health and Safety at Work Act 1974 and Amendments and Orders thereunder. Any work that requires alterations to a gas appliance or installation will only be carried out by a Gas Safe registered engineer after first submitting his registration details to Hjaltland. All gas works will be done strictly in accordance with the current Gas Safety Regulations.

The contractor shall at all times treat all occupants, and their visitors with courtesy and respect. The work must be executed in a tidy work-like manner. Rubbish arising is not to be allowed to accrue during the works operation and on completion all rubbish and debris must be removed to leave the site clean and tidy.

**Invoicing**

The hourly rates supplied for each trade will be applicable for each financial year running from 1st April – 31st March inclusive. No change to your submitted rates will be accepted without prior approval of Hjaltland.

The contractor must provide Hjaltland with one invoice for each works order issued.

* Each invoice must include the works order reference number and property address.
* Each invoice MUST confirm what date the work was completed.

Each invoice must be itemised showing a clear breakdown of the following:

* Labour charges for both tradesperson and apprentices
* The cost of any mileage charges (if applicable)
* The cost of any materials used (if applicable)
* Dumping charges (if applicable)

A clear description of the work completed, and any additional work required.

**Payment**

Payment will only be made of invoices for goods supplied or work completed and duly invoiced in accordance with the clauses above. Interim payments will only be made if specifically agreed before commencement of the works.

Hjaltland will pay all undisputed accounts monthly, in arrears. If there is any query regarding either the works covered or the invoice value, Hjaltland will inform the contractor at the earliest possible date of the nature of the query and not unreasonably withhold payment without so doing.

Payments will also be subject to any statutory conditions placed upon Hjaltland, such as Inland Revenue regulations.

Inspection of Covered Work

In cases where Hjaltland has given notice to the Contractor that any part of the works must be inspected previous to the same being covered or hidden, the Contractor shall give 24 hours’ notice prior to works being completed. Should any such work be covered or hidden without written authority from Hjaltland, then the Contractor may be required to uncover same at their own expense.

The Contractor shall not order any materials from sizes or quantities contained in the Description of Works but take all sizes from site, or from instructions issued to them by the Supervising Officer.

**Review of Contractor Performance**

Hjaltland carries out continuous monitoring of its contractors’ performance taking into account the following:

* Feed-back from the tenants and homeowners and consumers of Hjaltland’s services.
* Completion times
* Standard of workmanship
* Completing repairs ‘right first time’
* Cost of repairs
* Health and safety

Contractors will be on a prioritised list; they will be continually monitored and their position on the list can be adjusted to take account of any poor performance. Contractors will be notified of any changes. Hjaltland will assist contractors in trying to maintain a high level of performance wherever possible.

Where a contractor’s performance has been consistently poor and where there are no mitigating circumstances, a recommendation will be made to the Management Committee that they are withdrawn from the list of authorised contractors. The contractor has the right to appeal, in writing, to the chair of the Management Committee following any decision to remove them from the authorised list.

**Incident Reporting**

Hjaltland records incidents and near misses as a way of helping to keep staff and Contractors safe and to minimise the risk of such incidents re-occurring.

Contractors are required to report if they experience any of the following types of incidents while carrying out work on behalf of Hjaltland.

* Incidents of violence
* Incidents of threatening behaviour (including phone calls and written correspondence)
* Incident of accident or injury
* Incident of injury/ near miss due to animals
* Circumstances that could pose heightened risk e.g. presence of needles, poor standard of private property

**Conditions of Contract – Data Protection Schedule**

Part A – operative provisions

1. **Definitions**
	1. In this Schedule:

"**Applicable Law**" means: any law, statute, regulation, byelaw or subordinate legislation in force from time to time; any binding court order, judgment or decree; or any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources, or business.

"**Association Personal Data**" means the categories of Personal Data which Hjaltland has identified for Processing by the contractor under these conditions of contract, short particulars of which are set out in Part B of this Schedule.

"**Controller**", "**Data Controller**", "**Data Processor**", "**Data Protection Impact Assessment**", "**Data Subject**", "**Information Commissioner's Office**", "**Personal Data**", "**Process**" (including any derivatives thereof), "**Processor**", "**Sensitive Personal Data**", and "**Special Categories of Personal Data**" shall each have the same meaning as defined in the Data Protection Legislation.

"**Data Loss Event**" any event that results, or may result, in unauthorised access to the Customer Personal Data, and any actual or potential loss and / or destruction of the Customer Personal Data, including any breach of the Data Protection Legislation.

"**Data Protection Legislation**" means any law applicable relating to the processing, privacy and use of personal data, including:

1. the Data Protection Act 1998 (as amended) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426 (as amended), and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive) or Directive 2002/581EC (as amended).
2. the General Data Protection Regulation (EU) 2016/679 (as amended), and/or any corresponding or equivalent national laws or regulations; and/or
3. any judicial or administrative implementation of any of the above, any guidance, guidelines, codes of practice, codes of conduct or approved certification mechanisms issued by the Information Commissioner's Office, or other regulatory or supervisory authority responsible for administering Data Protection Legislation.

"**Processor**"has the meaning set out in the Data Protection Legislation.

**“Purpose(s)**" means the purpose as determined by the Association and set out in Part 3 of the Schedule.

"**Schedule**" means this schedule attached and forming part of these conditions of contract.

* 1. Unless otherwise expressly stated in these conditions of contract, the contractor's obligations and Hjaltland's rights and remedies under this Schedule are cumulative with, and additional to, any other provisions of these conditions of contract.
1. **Compliance with the Data Protection Legislation**

The parties acknowledge that for the purposes of the Data Protection Legislation, Hjaltland is the Controller or Data Controller of Hjaltland Personal Data, and the contractor is the Processor or Data Processor of Hjaltland Personal Data.

1. **Processing and obligations of the contractor**
	1. In respect of the Processing of Hjaltland Personal Data for the duration of and pursuant to this Schedule and these conditions of contract, the contractor undertakes:
		1. to Process Hjaltland Personal Data strictly in accordance with this Schedule, these conditions of contract, Hjaltland's instructions from time to time and the Data Protection Legislation.
		2. if Applicable Law requires the contractor to Process Hjaltland Personal Data other than in accordance with Hjaltland's instructions, to notify Hjaltland before Processing Hjaltland Personal Data.
		3. to notify Hjaltland immediately (and in any event within two hours) of any breach of the security measures required to be put in place by the contractor pursuant to condition 4.2, a Data Loss Event and / or any breach of the Data Protection Legislation by the contractor, its sub-processors, sub-contractors or employees. In the event that any Association Personal Data is lost, stolen or subjected to unauthorised access or becomes damaged, corrupted, destroyed or unusable, the contractor shall restore such Association Personal Data promptly at its own expense.
		4. to maintain records of all activities carried out by the contractor in relation to Hjaltland Personal Data.
		5. not to disclose or allow access to Hjaltland Personal Data to any Data Subject or third party other than at the explicit request of Hjaltland.
		6. not to transfer Hjaltland Personal Data to any country outside the EU without the prior written approval of Hjaltland.
		7. that any of its employees who will have access to Hjaltland Personal Data have undergone data protection training and are aware of their obligations under the Data Protection Legislation, including but not limited to, a duty of confidentiality in respect of Hjaltland Personal Data.
		8. to assist Hjaltland with all requests which may be received from Data Subjects in relation to Hjaltland Personal Data under the Data Protection Legislation and to notify Hjaltland of any such request received directly by the contractor from a Data Subject within two working days of receipt.
		9. to provide Hjaltland with such information as Hjaltland may require to satisfy itself that the contractor is complying with its obligations under the Data Protection Legislation.
		10. to notify Hjaltland immediately (and in any event within two hours) if it receives a complaint, notice or any other communication concerning the contractor's Processing of Hjaltland Personal Data.
		11. to assist Hjaltland with any notifications to the Information Commissioner's Office or Data Subjects where required under the Data Protection Legislation.
		12. to provide Hjaltland with such assistance as Hjaltland reasonably requires in relation to the carrying out of a Data Protection Impact Assessment relating to the Processing of Hjaltland Personal Data; and
		13. to restrict any Processing, return or delete Hjaltland Personal Data immediately as directed by Hjaltland.
2. **Security, technical and organisational measures**
	1. The contractor hereby undertakes to put in place appropriate technical and organisational measures to ensure appropriate security of Hjaltland Personal Data and prevent a Data Loss Event, all to the reasonable satisfaction of Hjaltland.

* 1. Such measures under condition 4.1 shall include, but are not limited to:
		1. the anonymization/encryption of Hjaltland Personal Data.
		2. ensure the confidentiality and integrity of Hjaltland Personal Data is maintained.
		3. a process for assessing and evaluating the organisational measures for ensuring the security of Hjaltland Personal Data.
	2. The contractor shall document its implementation of technical and organisational measures under condition 4.2 in accordance with the requirements of the Data Protection Legislation.
1. **Sub-processors**
	1. The contractor shall not assign, sub-contract its obligations under this Agreement to a sub-processor, sub-contractor or third party without the prior written consent of Hjaltland.
	2. Where the contractor sub-contracts its Processing of Hjaltland Personal Data to a third party in accordance with condition 5.1, the contractor shall:
		1. ensure that any such sub-processor, sub-contractor or third party is subject to the same data protection obligations as set out in condition 3.
		2. obtain sufficient guarantees from any such sub-processor, sub-contractor or third party that they will implement appropriate measures to ensure a level of security appropriate to the risk of Processing, in accordance with condition 4, and in such a manner that meet the requirements of Data Protection Legislation.
		3. remain liable to Hjaltland for any Processing of Hjaltland Personal Data by any such sub-processor, sub-contractor or third party; and
		4. ensure that the any such sub-processor, sub-contractor or third party is subject to written contractual obligations concerning Hjaltland Personal Data which are no less onerous than those imposed on the contractor under this Agreement.
2. **Audits**
	1. Hjaltland is entitled to appoint an auditor (whether internal or independent), to inspect the contractor's compliance with this Agreement provided that Hjaltland ensures that any such auditor:
		1. has, in the view of Hjaltland, the necessary professional qualifications to conduct such an audit; and
		2. is bound by a duty of confidentiality in relation to Hjaltland Personal Data.
	2. The contractor hereby agrees to contribute to audits and inspections conducted by Hjaltland or another party authorised by Hjaltland under condition 6.1.
3. **Warranties and indemnities**
	1. Each party warrants that it has full legal authority to enter into this Agreement.
	2. The contractor undertakes, represents and warrants that it will:
		1. collect and Process Hjaltland Personal Data in compliance with the Data Protection Legislation and this Schedule.
		2. ensure that Hjaltland Personal Data is kept secret and confidential; and
		3. fully assist Hjaltland in ensuring compliance with the obligations under the Data Protection Legislation and within the timescales required by the Data Protection Legislation.
	3. The contractor agrees to indemnify and keep indemnified Hjaltland against all losses arising from any breach by the contractor or any sub-processors, sub-contractors or third parties engaged by the contractor, as a result of the contractor's unauthorised Processing, unlawful Processing, destruction of and or damage to any Association Personal Data Processed by the contractor or any sub-processors, sub-contractors or third parties.
4. **Ownership**

All right, title and interest in Hjaltland Personal Data shall vest solely in Hjaltland.

1. **Termination**

This Schedule and these conditions of contract may be terminated with immediate effect by Hjaltland where the contractor is in breach of any obligation under this Schedule and the contractor has failed to remedy the breach within 14 days of receipt of notice so to do.

1. **Consequences of termination**
	1. The parties agree that on expiry of these conditions of contract or earlier termination of this Schedule (howsoever caused), the contractor and any sub-processor, sub-contractor or third party shall, at the choice of Hjaltland, either:
		1. return all Hjaltland Personal Data transferred to the contractor, or
		2. destroy all Hjaltland Personal Data and certify to Hjaltland that it has done so within any timescales specified by Hjaltland,

unless Applicable Law prevents the contractor from returning or destroying Hjaltland Personal Data. In that case, the contractor warrants that it will guarantee the ongoing confidentiality of Hjaltland Personal Data retained and will not actively process Hjaltland Personal Data transferred anymore other than for the purpose to enable it to comply with such Applicable Law.

1. **Survival**

This Schedule shall survive termination or expiry of these conditions of contract for any reason.

1. **Cost**

The contractor shall perform all its obligations under this Schedule at no cost to Hjaltland.

Part B – Data processing details

1. **Subject-matter of processing**

The contractor Processes Hjaltland Personal Data as necessary to deliver and provide the services and / or works under these conditions of contract.

1. **Duration of the processing**

The duration of the Processing by the contractor shall be the term of these conditions of contract.

1. **Nature and purpose of the processing**

The sharing of Hjaltland Personal Data is for the purpose of providing the contractor with sufficient information to plan and carry out the works for which they are instructed to do.

1. **Categories of Hjaltland Personal Data and Data Subjects**
	1. Hjaltland has defined that the following categories of Personal Data will be collected and processed by the contractor under this Schedule and these conditions of contract:

## 4.1.1 Name.

## 4.1.2 Telephone Number.

## E-Mail Address; and

## Sensitive Personal Data and Special Categories Personal Data (information about health) where such information is necessary and specific to the work being instructed (medical adaptations).

* 1. Hjaltland has defined the following Data Subject categories from who Hjaltland Personal Data will be collected and processed by contractor under this Schedule and these conditions of contract:
		1. Tenants and homeowners, sharing owners, factored owners; and
		2. Association staff.

**Data Handling Process for Contractors**

Under the Data Protection legislation Hjaltland is classed as a Data Controller and as such must ensure that any personal data it handles is done so in accordance with the law. Personal data is information relating to an identifiable living individual.

Whenever personal data is processed, collected, recorded, stored or disposed of it must be done within the terms of the Data Protection legislation.

Hjaltland understands that the level of awareness each contractor has in relation to the legislation will be different for each company and as such has set out below a very brief process tree to show how it expects you to handle any personal data it provides you with.

The Personal Data provided to contractors is generally in three different formats:

Hard Copies (Paper) such as Works Orders, Letters, etc.

Electronic Copies (Email) such as PDFs, Word & Excel Documents

Digital Copies (Mobile Phones) such as Text, SMS, MMS, iMessage

1. Contractors must ensure that hard copies are disposed of in an appropriate manner and not just put in the bin. Hard copies can be brought back to Hjaltland offices for shredding if required.
2. To permanently delete electronic data you must ensure it is also deleted from your ‘deleted items’ or ‘recycle bin’ folders or their equivalents on your computer. You must also, ensure they are removed from any back-ups you may have of your computer’s documents.
3. Digital data including text, iMessages, photos etc. must be permanently deleted from your phone and you must also ensure they are removed from any back up you may have such as iCloud.

**Freedom of Information**

The Freedom of Information (Scotland) Act 2002 (‘FOISA’) and the Environmental Information (Scotland) Regulations 2004 (‘EIRs’) enable the public to access information held by Scottish public entities. Therefore these regimes require Hjaltland to either make available the information requested by an applicant or to explain why the information is not being made available. Public entities subject to FOISA must also have a Publication Scheme which sets out the information that they will routinely publish.

The Scottish Information Commissioner is responsible for enforcing and promoting both regimes.

All information submitted to **Hjaltland** may need to be disclosed in response to a request for information made pursuant to the Freedom of Information (Scotland) Act 2002 (“**FOISA**”) and/or the Environmental Information (Scotland) Regulations 2004 (“**EIRs**”) or may need to be published under **Hjaltland** publication scheme - unless such information falls within an exemption under FOISA and/or EIRs.

The decisions of **Hjaltland** in the interpretation of FOISA/EIRs shall be final and conclusive.

If **Contractors** consider that any information included in their submission is commercially sensitive and/or confidential, they should identify the information and explain what harm may result from disclosure and the time period applicable to that sensitivity.

Where a request received under FOISA or EIRs relates to information that **Contractors** have identified as commercially sensitive and/or confidential **Hjaltland** shall undertake to (insofar as it is reasonable to do so) consult with the **Contractors** before replying to such a request.

It should be noted however that even where a **Contractor** has indicated that information is commercially sensitive and/or confidential the **Contractor** (in its sole discretion) may be required to disclose or publish said information under FOISA/EIRs. As per the regulations, any request must be answered within 20 working days. Therefore, it is critical that any contractor requests are addressed as soon as possible to ensure Hjaltland stays compliant with this deadline.

**Contractors** should note that receipt of any material marked ‘confidential’ or equivalent should not be taken to mean **Hjaltland** accepts any duty of confidence by virtue of such marking.

**Equality, Diversity and Community Benefit**

Equality and Diversity

Hjaltland is committed to sustaining and promoting an organisational culture based around ensuring respect, fairness and understanding. We are similarly compelled, in our role as landlord, service provider and employer, to valuing and embracing diversity and eliminating discrimination. Our aim is to recognise the needs of all individuals, and ensure these commitments are evident throughout every aspect of our business and our activities.

As a landlord, a purchaser and provider of services, and an employer, Hjaltland strives to ensure equality of opportunity, and by definition, **that all individuals are treated fairly regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.**

**Hjaltland** opposes, and has a zero-tolerance stance towards, all forms of unlawful discrimination, harassment and victimisation. In these regards, we acknowledge the protected characteristics and types of unlawful behaviour defined within the Equality Act 2010.

Contractors are reminded of their responsibilities under the Equality Act 2010 and by becoming an authorised contractor agree to take account of, and abide by, the guiding principles of providing equality and opportunity for all.

As of October 2024, the Worker Protection (Amendment of Equality Act 2010) Bill has introduced a new statutory duty for employers to take reasonable steps to prevent sexual harassment in the workplace. This legislation emphasises the importance of proactive measures to ensure a safe and respectful working environment for all employees.

Sexual harassment is defined as unwanted conduct of a sexual nature that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating, or offensive environment. Employers are required to implement preventative measures to protect employees from sexual harassment by colleagues, clients, customers, and other third parties.

Failure to comply with these requirements may result in increased compensation awards by employment tribunals and enforcement actions by the Equality and Human Rights Commission (EHRC).

We are committed to fostering a safe and inclusive workplace and will take all necessary steps to comply with this new legislation. If you have any questions or need further information, please contact our Corporate Services Team.

Community Benefit

Hjaltland is keen to promote community benefit and social inclusion through its procurement and would encourage contractors to provide:

* Employment and training opportunities for long-term unemployed and disadvantaged individuals
* Continued training and upskilling of employees
* Support for community initiatives
* Clear environmental targets

Please note any community benefit you have provided previously and any future proposals:

**Construction (Design & Management Regulations (CDM) - Designers**

A designer is an organisation or individual whose business involves preparing or modifying designs for construction projects, or arranging for, or instructing, others to do this. Designs include drawings, design details, specifications, bills of quantity and design calculations.

Designers can be architects, consulting engineers, quantity surveyors and interior designers, or anyone who specifies and alters designs as part of their work. They can also be [Principal Contractors](https://www.hse.gov.uk/construction/cdm/2015/principal-contractors.htm), specialist contractors, tradespeople, if they get actively involved in design work for their project.

A designer's decisions can affect the health and safety of all those involved in constructing a building and those who use, maintain, refurbish and eventually demolish it.

Where we appoint you as a Designers you must:

* When preparing or modifying designs:
* Take account of any pre-construction information provided by the client and principal designer
* Eliminate foreseeable health and safety risks to anyone affected by the project (if possible)
* Take steps to reduce or control any risks that cannot be eliminated
* Provide design information to:
* The [Principal Designer](https://www.hse.gov.uk/construction/cdm/2015/principal-designers.htm) , for inclusion in the pre-construction information and the health and safety file
* The client and principal contractor or [The Contractor](https://www.hse.gov.uk/construction/cdm/2015/contractors.htm) for single contractor projects to help them comply with their duties, such as ensuring a [construction Phase Plan (PDF)](https://www.hse.gov.uk/pubns/cis80.pdf)is prepared
* Communicate, cooperate and coordinate with:
* Any other designers including the principal designer so that all designs are compatible and ensure health and safety, both during the project and beyond
* All contractors including the principal contractor, to take account of their knowledge and experience of building designs

Further guidance on who a designer is; why they have a strong influence on health and safety on a project, particularly during the very early planning and design stages; when their duties apply and when they start and finish; and what skills, knowledge and experience they need to carry out their duties in a way that ensures health and safety is available at [Are you a designer?](https://www.hse.gov.uk/construction/areyou/designer.htm)

**Construction (Design & Management Regulations (CDM) - Contractors**

The above regulations are the overarching regulations for the management of all construction works. Construction works include means the carrying out of any building, civil engineering or engineering construction work and includes:

* The construction, alteration, conversion, fitting out, commissioning, renovation, repair, upkeep, redecoration or other maintenance (including cleaning which involves the use of water or an abrasive at high pressure, or the use of corrosive or toxic substances), de-commissioning, demolition or dismantling of a structure.
* The preparation for an intended structure, including site clearance, exploration, investigation (but not site survey) and excavation (but not pre-construction archaeological investigations), and the clearance or preparation of the site or structure for use or occupation at its conclusion.
* The removal of a structure, or of any product or waste resulting from demolition or dismantling of a structure, or from disassembly of prefabricated elements which immediately before such disassembly formed such a structure.
* The installation, commissioning, maintenance, repair or removal of mechanical, electrical, gas, compressed air, hydraulic, telecommunications, computer or similar services which are normally fixed within or to a structure,

Where we appoint you as a Principal Contractor you must:

* [Plan](https://www.hse.gov.uk/construction/safetytopics/planning.htm), manage, monitor and coordinate the entire construction phase
* Take account of the health and safety risks to everyone affected by the work (including members of the public), in planning and managing the measures needed to control them
* Liaise with the client and principal designer for the duration of the project to ensure that all risks are effectively managed
* Prepare a written [construction phase plan (pdf)](https://www.hse.gov.uk/pubns/cis80.pdf)before the construction phase begins, implement, and then regularly review and revise it to make sure it remains fit for purpose
* Have ongoing arrangements in place for managing health and safety throughout the construction phase
* Consult and engage with workers about their health, safety and welfare
* Ensure suitable welfare facilities are provided from the start and maintained throughout the construction phase
* Check that  anyone they appoint has the skills, knowledge, experience and, where relevant, the organisational capability to carry out their work safely and without risk to health
* Ensure all [workers](https://www.hse.gov.uk/construction/cdm/2015/workers.htm) have site-specific inductions, and any further information and training they need
* Take steps to prevent unauthorised access to the site
* Liaise with the principal designer to share any information relevant to the planning, management, monitoring and coordination of the pre-construction phase

Where we appoint you as a Contractor you must:

* Plan, manage and monitor all work carried out by themselves and their workers, taking into account the risks to anyone who might be affected by it (including members of the public) and the measures needed to protect them
* Check that all workers they employ or appoint have the skills, knowledge, training and experience to carry out the work, or are in the process of obtaining them
* Make sure that all workers under their control have a suitable, site-specific induction, unless this has already been provided by the [principal contractor](https://www.hse.gov.uk/construction/cdm/2015/principal-contractors.htm)
* Provide appropriate  supervision, information and instructions to workers under their control
* Ensure they do not start work on site unless reasonable steps have been taken to prevent unauthorised access
* Ensure suitable welfare facilities are provided from the start for workers under their control, and maintain them throughout the work

In addition to the above responsibilities, contractors working on **projects involving more than one contractor** must:

* Coordinate their work with the work of others in the project team
* Comply with directions given by the principal designer or principal contractor
* Comply with parts of the [construction phase plan (PDF)](https://www.hse.gov.uk/pubns/cis80.pdf)relevant to their work

Where a contractor is **the only contractor working on a project**, they must ensure a [construction phase plan (PDF)](https://www.hse.gov.uk/pubns/cis80.pdf)is drawn up before setting up the site.

**In all appointments made by Hjaltland we require a copy of your specific Method Statement and Risk Assessments for the works to be carried out.**

**Privacy Notice for Contractors & Consultants**

**What we need**

Hjaltland Limited (Hjaltland) will be a "controller" of the personal information that you provide to us on your employees through a range of ways, including:

* Supply Chain Application
* Information Pack,
* Quality questionnaire information,
* Pass Key consent form.

Through your contract with Hjaltland, we may ask you for the following personal information and your employees:

* Contact Details
* Name,
* Employment Details
* Qualifications,
* Training Undertaken,
* Work Experience.

**Why we need your personal information**

Public interest purposes

We need to collect your personal information so that we can manage the business and meet our obligations as registered social landlord. We will use your employees' personal information to:

* Assess your suitability for a particular contract,
* Ensure that the information Hjaltland holds is kept up to date,
* Manage performance through assessment and analysis to help improve the operation of the business,
* Prevent, detect and prosecute fraudulent behaviour,
* Comply with legal obligations (HSE/etc.).

Where we process personal information in the public interest, you have the right to object to us using your personal information for the above purposes. If you wish to object to any of the above processing, please let us know. If we agree and comply with your objection, this may affect our ability to undertake the tasks above for the benefit of Hjaltland.

Legitimate purposes

We also process your personal information in pursuit of our legitimate interests to:

* issue communications to our tenants and homeowners regarding services, and
* assess your businesses suitability for a particular contract.

Where we process personal information in pursuit of our legitimate interests, you have the right to object to us using your personal information for the above purposes. If you wish to object to any of the above processing, please let us know. If we agree and comply with your objection, this may affect our ability to undertake the tasks above for the benefit of Hjaltland.

Other uses of your personal information

We may ask you if we can process your personal information for additional purposes. For example, in the newsletter, on the website, etc. and will use any additional personal information in accordance with this privacy notice or provide you with an additional privacy notice.

**Who we share your personal information with**

We may be required to share personal information with statutory or regulatory authorities and organisations to comply with statutory obligations.

We may also share personal information with our professional and legal advisors for the purposes of taking advice. Hjaltland employs third party suppliers to provide services, including IT as well as Internal and External Auditing services. These suppliers may process personal information on our behalf as "processors" and are subject to written contractual conditions to only process that personal information under our instructions and protect it.

In the event that we do share personal information with external third parties, we will only share such personal information strictly required for the specific purposes and take reasonable steps to ensure that recipients shall only process the disclosed personal information in accordance with those purposes.

**How we protect your personal information**

Your personal information is stored in a secure, lockable filing room and on our electronic filing system and servers based in the UK and is accessed by our employees for the purposes set out above.

Where your personal information is transferred out with the EU, we will provide you with information regarding the safeguards that we have put in place with the recipient country to protect your personal information.

**How long we keep your personal information**

We will only keep your personal information for as long as necessary to comply with our legal obligations and to safeguard Hjaltland in the event of any claims, complaints, litigation, enquiries or investigations during or following the completion of the contract. Unless you ask us not to, we will review and possibly delete your personal information in line with the document retention tables included within our Data Protection policy.

We have document retention tables included within our Data Protection policy that set out the periods for retaining and reviewing all information that we hold. The tables set out different retention periods and you can request a copy at any time.

**Your rights**

You can exercise any of the following rights by writing to the Chief Executive at 6 North Ness Business Park, Lerwick, ZE1 0LZ.

Your rights in relation to your personal information are:

* you have a right to request access to the personal information that we hold about you by making a "subject access request", if you believe that any of the personal information that we hold about you is inaccurate or incomplete, you have a right to request that we correct or complete your personal information, you have a right to object to and/or request that we restrict the processing of your personal information for specific purposes, if you wish us to delete the personal information that we hold about you, you may request that we do so, and if you would like to obtain the personal information that we hold about you to reuse it for your own purposes, you may request that we do so.
* Any requests received by Hjaltland will be considered under applicable data protection legislation. If you remain dissatisfied, you have a right to raise a complaint with the Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk)



Date:

Contractor:

Called today to carry out work on behalf of Hjaltland Housing Association.

The Job is:

🗌 Complete

🗌 Temporarily fixed but further work will be required

🗌 Unresolved because we were unable to gain access

 (Please contact HHA on 01595 69 4986)

If you have given permission for the pass key to be used and further work is required, the contractor will use the key again on the following date.

Please contact The Association if you do not grant permission for this date.

If you require any further information about this repair, please contact HHA