

SCHEDULE A: PROPERTY SERVICES

STANDARD TERMS AND CONDITIONS FOR WORKS: SPECIFIC CONDITIONS APPLICABLE TO PROPERTY SERVICES ORDERS

General

Where a Contractor's quotation exceeds £10,000.00 excluding VAT these Terms and Conditions shall not apply. Instead, the Contractor shall enter into a JCT Minor Works 2005 contract with the Trust which shall include a retention percentage of 5% and a rectification period of 6 months from the date on the Certificate of Practical Completion. The Contractor shall also be required to maintain Public Liability Insurance in the minimum sum of £5,000,000.00

Public Liability Insurance

Where the value of the Order does not exceed £10,000.00, the Contractor shall be required to maintain Public Liability Insurance in the minimum sum of £1,000,000.00

WVHT Policies

The policies and procedures of the Trust are available on the Trust's website (www.wvht.co.uk) and the Contractor is to take into account all policies and procedures that are relevant to the type of works undertaken and general policies such as Fraud Policy, Complaints Procedures and Equality & Diversity Strategy.

CRB checks

Where the works to be carried out by the Contractor involve entering tenants' homes, the Contractor shall have CRB checks carried out on the individuals concerned.

Order value

The Contractor shall pay all fees or charges in association with all legislation, statutory requirements and the like that apply to the Works. Such fees or charges shall be deemed to be included in the Contractor's quotation for the Works.

The Contractor shall be deemed to have included in his quotation for all associated work that can reasonably be foreseen, whether or not it is detailed in the information given to him by the Trust.

The Trust may choose to add a provisional sum to the Order value to allow for variations or the like that cannot be adequately defined at quotation stage. Any such sum shall be expended at the Trust's instruction in whole, in part or not expended. Any unexpended provisional sum or part thereof shall be deducted from payments due to the Contractor.

Start and Completion Dates

The start and completion dates for the Works shall be as detailed on the Trust's Order

Payments

The Contractor shall submit his invoice on satisfactory completion of the Works, stating the Trust's Order Number on the invoice. Invoices shall be delivered to the Trust's registered offices at Gadbrook Point and marked for the attention of the Finance Section.

Where necessary for the purposes of CIS, the invoice shall state the value of labour included in the invoiced amount. For the purposes of CIS, the Trust is a "Contractor".

The Trust aims to make payment within 30 days of the invoice tax date, provided that the Trust is satisfied with the Works carried out.

The payment shall be as the Order value, adjusted for any provisional sums as above.

No variations to the Works shall be paid for unless the Trust has specifically instructed the variation in writing.

Defects after Completion of the Works

The Contractor shall be responsible for defects in the Works which become apparent at any time up to 6 months after completion of the Works.

Any defects reported to the Contractor shall be rectified within the timescale given to the Contractor by the Trust.

Failure to rectify the defects within the time given will result in the Trust arranging for the remedial works to be undertaken by others and the Contractor shall be charged for all associated costs. Any such costs may be deducted from monies due for other Works that the Contractor is undertaking for the Trust.