



Contract for CAfS Draught Proofing Project - Installation Service

Cumbria Action for Sustainability (CAfS) (the Grant Holder)

Eden Rural Foyer
Old London Road
Penrith
CA11 8ET

and
Details of Contractor

CAfS Draught Proofing Service - Installation Service

1. Definitions

In this contract the following words and phrases shall have the following meanings:

CAfS – Cumbria Action for Sustainability – the grant holder, responsible for coordinating Cold to Cosy Homes draught proofing service and commissioning the Installation Service

Assessment Service – service to plan, arrange and conduct visits to survey of a new client's home for draughts and specify fitting of draught proofing and energy saving measures. Conducted by an appointed Winter Warmth Advisor who also provides energy saving advice and fuel bill switching advice.

Contractor – organisation providing CAfS Draught Proofing Service - Installation Service. To purchase products and implementation of a installation service.

Installer – Person employed or approved company sub-contracted or employed by Contractor to manage and deliver the fitting of draught proofing and energy saving products.

1. Background Information

Cumbria Action for Sustainability (CAfS) is the lead organisation in a partnership of voluntary, statutory and private sector organisations.

This partnership was one of only 12 localities across England to be awarded just under £1 million from the Big Lottery Fund Communities Living Sustainably Programme.

It was established in response to the following needs of the Eden community:

- High incidence of fuel poverty;
- Rural isolation and poor access to services;
- High carbon footprints;

- Limited sustainability and resilience planning at community level (including limited knowledge & resource sharing).

The funding will be used to develop a range of projects with partner organisations and communities designed to **deliver a more resilient Eden, capable of responding to the impacts of climate change.**

The programme runs until November 2015, and consists of a series of projects including:

- Draught proofing for hard to treat older homes
- Advice on resource and energy efficiency
- Reducing local energy costs
- Community emergency planning
- Trial bus and car sharing schemes
- Supporting community led resource efficiency projects

More information about the programme can be found at www.cafs.org.uk/sustaineden

2. Sustain Eden Outcomes

The programme sets out to achieve the following outcomes, which were established by the multi-sector partnership during the project's development phase.

- Communities in Eden are provided with affordable, appropriate solutions to use energy more efficiently and reduce the incidence of fuel poverty.
- Rural, isolated communities in Eden have improved access to services, including greener transport options.
- Communities, households and businesses in Eden use their land and natural resources more efficiently for climate change mitigation and adaptation activities.
- Isolated and vulnerable communities in Eden are better prepared for the impacts of extreme weather caused by climate change.
- Communities in Eden have a greater awareness and understanding of the impacts of climate change, and have more opportunities to undertake sustainable activities and reduce their carbon footprints.
- Communities in Eden maximise the sharing of new and existing skills and resources, embedding these practices into long term policy and creating new economic opportunities and solutions to provide sustainable activity in the longer term.

3. Draught Proofing Service

Implementing a draught proofing service is part of the Cold to Cosy Homes project and aims to tackle fuel poverty especially in homes of vulnerable people, particularly rural homes. The aim is to draught proof 150 homes by 31 August 2015 at no cost to the qualifying householder. Qualification comprises:

- People who live in Eden District, and are
- Over 60 year old and on a low income, or
- Under 60 and in receipt of a means tested benefit, or
- A member of the household has a disability or long term health issue.

Draught proofing measures included in the scheme, typically include:

- Chimneys – balloons and other devices
- Doors – seals and brushes
- Windows – wide range of draught proofing strips
- Letter box covers
- Key hole covers
- Sealing gaps around doors and window frames and floors
- Loft hatches seals
- Fixing windows that are faulty
- Adjusting doors which don't close properly

In addition to draughts the service may include other measures:

- Radiator reflectors
- Immersion jackets
- Carbon monoxide detectors
- Other energy saving devices

Where people don't qualify for the free service they may pay for a draught proofing assessment and can be provided with a quote for the installation, which they can choose to proceed with. These paid-for fittings do not count towards the 150 target for homes fitted and are additional to this.

5. Draught Proofing Service Pilot

A pilot exercise of the draught proofing service was held from June 2014 to September 2014 to trial and prove the service concept, monitor the response of clients and establish the range of most effective draught proofing products to install.

In the pilot the services of (name of supplier) were utilised to provide the installation service and the assessment service was conducted by CAfS.

6. Installation Service

Installations should commence as soon as practical following appointment of the successful tenderer, with a target of 150 installations by end of Aug 2015.

This service comprises:

- Providing a suitable and efficient administration service to:
 - Liaise with Draught Proofing Assessment Service to receive client referrals, job specifications following the assessment visits and review work specifications with CAfS and the assessment service as appropriate.
 - Book appointments for installation, following an agreed policy to ensure appointments are booked factoring in locations and estimated duration on site.
 - Check job specifications for products required against stock held for each installation.
 - Purchase draught proofing products and maintain stock levels as required.
 - Verify that the installer has completed work and job specifications are completed to an agreed standard, and send/share completed job specifications to CAfS and the Assessment Service.
 - Resolve any issues with the Installer, Assessment Service and CAfS to ensure installations are completed as specified, to a suitable standard and to meeting customer expectations.

- Implement a customer satisfaction process to gain and evaluate customer feedback on the installation.
- Providing a suitably skilled installation person or team – who are qualified and experienced to provide fitting of draught proofing items in homes. Installation person or team to be DBS checked and with proven reliability in completing work and maintaining appointments. Installation person or team to:
 - Review job specifications, and any photographs as required, to ensure work can be carried out on the day and tools and equipment are available.
 - Resolve any details in the job specification with the assessor and agree any changes as required.
 - Attend booked appointments with appropriate draught proofing products, equipment and tools.
 - Outline to customer the installation process and what products are being installed.
 - Install products.
 - Review installed products with customer, where possible, demonstrating how products perform to reduce draughts, ensuring the customer is satisfied with the installation and the tidiness of the work and that they understand any changes eg how doors and windows operate with the products installed.
 - Explain what the customer should do if they have any problems with the installed products.
 - Leave customer’s property tidy.

The installation is provided by (name of supplier). Changes to use other contractors to (name of supplier) should be agreed by both parties.

The service should be implemented in line with service values outlined in Appendix C and in a manner that builds a strong reputation for the service and all parties involved. This will help to create customer to customer referrals and achieve the installation target.

7. Key terms of Contract

Area	Contract Term	Additional Term	Responsibility
Period of Contract	From 1 Nov 2014 - open end date.	Target date for completion of installations is 31 August 2015. Potential extension depending on funders.	Contractor CAfS
Purchasing equipment, VAT	Products should be purchased net of VAT. VAT to be charged by Contractor to CAfS at 5% rate.	As far as possible no products should be purchased by the fitting contractor as this may involve paying VAT at a higher rate than appropriate.	Contractor
Purchasing equipment, role and prices	Contractor to purchase equipment for the installations, using products and guide prices provided by CAfS. Contractor to seek value for money and secure any available discounts, cheaper suppliers. Acceptable variation on guide prices is 10% of guide price.	Products and guide prices to be reviewed on a regular basis throughout the contact to take into account product suitability, availability and price.	Contractor CAfS
Installations	Guideline prices are shown in Appendix A. These are a guide and installations may take less or sometimes more than the guide duration. Invoices should be for actual installation time and travel time taken.	Two types of installation category are specified with most expected to be 'Standard' type. Where necessary guidance from CAfS should be obtained in deciding on suitability for a comprehensive installation.	Contractor
Installation sub contractor	Contractor to utilise suitable installer(s). Any changes to be agreed by CAfS. All installation staff to have complete training by CAfS in draught proofing.	Current installer is 'One Call Ltd' based in Penrith – www.onecallpenrith.co.uk	Contractor CAfS
Management & administration	Contractor to include £9.15 charge per 'standard' installation. Contractor to include £16.90 charge per 'comprehensive' installation.		Contractor
Recording installation details	Comprehensive information should be promptly recorded, within 10 working days of completed installation.	Data to be recorded is specified in a template provided by CAfS and is used to monitor progress against targets, budget and evaluation of the service.	Contractor
Invoicing	Contractor to invoice CAfS on a quarterly basis.	Invoice for products purchased, labour, travel and management cost. The invoice should be separate to the invoice for the Assessment Service.	Contractor
Contractor capacity	Contractor should aim to complete at least 4 installations per week - with a sufficient back up option, in case of any problems or issues arising in	A target of 150+ installations between October 2014 and August 2015 .	Contractor

Area	Contract Term	Additional Term	Responsibility
	meeting the target.		
Paid installations	Contractor to provide quote for installation for clients who request it and do not qualify for free the service. Contractor to install if client requests and invoice directly. Charged at an hourly rate of £nnn excl VAT per hour plus travel costs and materials.	Households not qualifying for the free service may pay for draught proofing assessment and a quote for installation. Numbers of such installations are unknown and will not count towards the service targets. Free installations should have priority over paid installations. Details of paid installations should be recorded in similar way to fee installations.	Contractor

8. General

The Contractor will ensure that sufficient time is available to support the delivery of this contract.

The Contractor shall give priority to the provision of the services at all reasonable times and shall faithfully and diligently perform its duties in connection with the fulfilment of its obligations under this contract.

The Contractor shall do nothing to bring the name of CAfS into disrepute in any manner whatsoever.

9. Complaint Handling

The Contractor should handle any complaints at first point of contact, resolving where possible and where nature of complaint is specifically regarding an the Contractor's responsible area. The Contractor should raise any complaints with CAfS where appropriate and specifically where the nature of the complaint relates to the service as a whole.

The Contractor and CAfS to keep consult the other party as appropriate to effectively resolve any complaints and copy the other party into all correspondence regarding the complaints.

10. Meetings and Reports

The Contractor and CAfS will meet quarterly throughout the contract. The purpose of such meetings will be for the Contractor to report progress of installations against targets. Meetings will review types of improvements being specified from assessment visits and feedback from the Installer on fittings. Either party may, by written notice to the other, require the holding of a special meeting to discuss any matter of urgency or exceptional importance relating to this contract.

Meetings shall be held at CAfS or premises or other mutually agreed locations. Each party will be responsible for their own travel costs.

11. Contract Termination

Either party may terminate this contract with immediate effect in the event that in the reasonable opinion of the party wishing to terminate this contract, the conduct of the other in performing its obligations under this contract amounts to a fundamental breach of the contract which is incapable of remedy.

12. Data Protection

The Contractor and CAfS undertake to abide at all times by the Data Protection Act and all other relevant legislation and regulations in relation (where necessary) to the discharge by it of its obligations under this contract.

The Contractor will share relevant client data with CAfS, partner organisations and the Installer as required to implement the Draught Proofing Service (outlined and confirmed by client, normally at assessment stage). This includes, contact details, service eligibility criteria, property information, energy usage data, fuel poverty indicators, property images, installation notes.

13. Indemnity

The Contractor agrees to indemnify CAfS in respect of any costs, claims, loss or liability, whatsoever suffered by CAfS (including reasonable legal costs and disbursements) as a result of any breach by the Contractor of any of the terms of this contract.

14. Confidentiality

CAfS and the Contractor agree that any information exchanged between them for the purposes of this contract will remain confidential and not be used for any other purpose than for the fulfilment of this contract unless agreed by both parties.

15. Insurance

The Contractor is responsible for arranging its own Public Liability and Professional Indemnity Insurance and ensuring that the cover received is adequate.

16. Contract Management

This contract shall be governed by and construed in accordance with the laws of England.

Neither party shall be liable for any breach of any term of this contract that is the result of any clause beyond the reasonable control of the party in breach.

In the event of a dispute, the matter should be handled and where possible resolved by project leads. If necessary it should be escalated to trustee/board level and if a resolution is not found then to an independent arbitrator.

Any notice may be served by either party upon the other by sending it by post in a pre-paid envelope addressed to such other party at its last known address, and any such notice so sent shall be deemed in the absence of proof to the contrary to have been received.

SIGNED for and on behalf of Cumbria Action for Sustainability

Hardcopy has been signed and stored. -

.....
Signature Position

Name (print).....

Date.....

SIGNED for and on behalf of Contractor

.....
Signature Position

Name (print).....

Date.....

SAMPLE

Appendix A – Installation types and volumes

Standard Installation

130 homes - fitting with small range of typical draught proofing, with total cost of measures £120.00 maximum. Duration of fitting typically 3 hours (1 professional installer). All products and equipment to be fitted according to manufacturer's instructions.

Example installation:

- 1 door seal, top and sides of door
- 1 Letter box cover
- 1 Key hole cover
- 1 Brush strip at bottom of door
- Simple draught proof strip to 1 window
- Draught proof 1 loft hatch
- Fitting 1 Carbon Monoxide detector

Guideline price for a standard installation (based on 3 hours work plus 1 hour travel) is:

Standard Fit (130 homes)	
Labour (including travel time)*	
Travel Costs (will vary according to distance – this is an average)*	
Management and Administration	
Sub-total	
VAT @ 5%	
Total	

(Based on rate of £19.37 per hour.)

Comprehensive installation

20 homes – where circumstances require a wider range of draught proofing and energy saving (eg a vulnerable client with draughty & poorly insulated). Total cost of measures £300 maximum. Duration of fitting typically 1 day (1 professional installer).

Example installation:

- 2 door seals, top and sides
- 1 Letter box cover
- 1 Key hole cover
- 2 doors – install brush strips at bottom
- Draught proof 1 loft hatch
- 2 rooms - sealing gaps between floors and walls, cracks in walls and ceilings
- 4 windows - simple draught proof strips
- 5 radiator reflector panels

Guideline price for a Comprehensive Installation (based on 7 hours work plus 1 hours travel) is:

Comprehensive Fit (20 homes)	
Labour (including travel time)*	
Travel Costs (will vary according to distance – this is an average) *	

Management and Administration	
Sub-total	
VAT @ 5%	
Total	

*Actual charges should be made for travel costs and labour depending on travel distance and fitting & travel duration.

If numbers requiring comprehensive installation are low, they may be replaced with a higher volume of standard installations.

SAMPLE

Appendix B – Service Values

- Installation service staff should understand the needs of older people and other vulnerable groups, maintaining a clear service user focus, putting client satisfaction first.
- The installation should be undertaken at times which have been agreed in advance with the customer user.
- Confidentiality regarding all customer user information should be maintained at all times, and information should not be shared with any other parties in the service.
- Customers cultural, social, religious and language requirements and preferences should be respected at all times.
- The service should be delivered in a way which demonstrates an understanding of the any particular customer’s capabilities e.g. disability, mental health needs and communication.
- The customer will always retain the right to determine what takes place in their own home.
- Respect for the customer’s home environment is demonstrated e.g. by minimal disturbance being caused and homes should be left clean and tidy after every task.
- No monetary transactions should take place between the installation service and customer on their premises - with the exception of paying clients where quotes are paid for using processes agreed with CAfS.

