

1.0 CONTEXT

- 1.1 Gas legislation exists to protect the health and safety of tenants, owners and members of the public from risks associated with gas appliances i.e. explosions, gas escapes and carbon monoxide poisoning¹. 74%² of GWA traditional tenements/new build and high rise blocks contain gas appliances.
- 1.2 The AGS³ Policy and associated Procedures covers all GWA tenanted properties containing gas appliances and supplies, and aims to ensure 100% compliance with the legislation, guiding standards and best practice. The P&P has been strengthened following a recent lapse in procedural compliance⁴, and incorporates recommendations from the independent Systems Audits⁵, SHR Thematic Inquiry⁶ and Housemark publication.⁷
- 1.3 Since 2ST⁸ the AGS contracts have been delivered by City Building (2ST stock) and James Frew (non-2ST) with the impending retendering of the works programme offering scope to ensure enhanced service provision, robust governance and optimum efficiency.

2.0 POLICY AIMS

- 2.1 To evidence robust management systems which ensure compliance, transparency and accountability.
- 2.2 To demonstrate compliance with legislation, guiding standards and best practice.
- 2.3 To protect GWA tenants, stock and members of the public and to minimise risk to the Association.

3.0 REFERENCES

- 3.1 Opinion of Counsel, (Derek O'Carroll, Advocate, Murray Stable⁹)
- 3.2 GWA No Access and Forced Entry Procedures, Abandonment Policy
- 3.3 Strategies: Corporate Plan, Asset Management, Sustainability, Procurement
Policies: Delegated Authority

4.0 DEFINITIONS

- 4.1 Gas appliance refers to: Gas fires (with or without back boilers), wall mounted gas boilers, gas tumble dryers, gas cookers and hobs.
- 4.2 Gas supply refers to: Gas supply pipe work and/or gas meter (for which a soundness test will be carried out and certification produced).
- 4.3 Gas Safe Register refers to the official gas registration body for the United Kingdom. By Law all gas engineers and companies carrying out work on gas appliances must be on the Gas Safe Register and this certification verifies the engineer's qualifications to carry out work on gas appliances.

5.0 GWA POLICY STATEMENT

- 5.1 GWA is fully aware of its legal responsibilities in respect of AGS and will take all reasonable actions to ensure that risk to health and safety is mitigated. Robust management systems and protocols will ensure routine monitoring towards compliance, with the aim of ensuring AGS is carried out in all properties once in every 12 month period, and that current CP12¹⁰ certificates are available for all GWA properties with gas appliances.
- 5.2 The Tenancy Agreement is explicit in terms of the requirement of tenants to provide access for the AGS inspection and this is reinforced at the tenancy sign-up and via the Tenants Handbook, Newsletters, Website and other relevant methods of communication.
- 5.3 Legal action will be taken where a tenant fails to co-operate and provide access for the AGS inspection. The Association will aim to recharge the tenant for all costs incurred in this process.
- 5.4 Only in the most extreme and rare circumstances (e.g. where there is imminent danger to persons or property) will the Association force access without having followed due process.

¹ 4 deaths in Scotland in 2015 from unintentional carbon monoxide poisoning (Scottish Government)

² 1113 properties

³ Annual Gas Servicing

⁴ SHR NE 1002043

⁵ March 2018 and October 2013

⁶ Gas and Tenant Safety in Scottish Social Housing (December 2017)

⁷ Fire Gas and CO Safety Regulations (2016?)

⁸ Second Stage Transfer

⁹ 20/09/09 re: forced access

¹⁰ Gas Safety Certificated provided following an annual inspection

6.0 POLICY**6.1 AGS Contractors**

- 6.1.1 All AGS contractors must be on GWHA's Approved Contractors List and must be Gas Safe registered.
- 6.1.2 The authenticity of all contractors and operatives will be verified by GWHA via the Gas Safe website.
- 6.1.3 Only engineers who have submitted copies of their cards, and are authorised by GWHA, may work on GWHA gas appliances. Copies of the Heating Engineer's Gas Safe registration cards must be provided to GWHA annually.

6.2 AGS Database

- 6.2.1 An electronic AGS database containing a Register of Appliances will be maintained by GWHA to hold the following information:
 - a) Property address
 - b) Gas appliances/boiler types etc.
 - c) Date of last service
 - d) Date landlords certificate obtained
 - e) "No access" dates
 - f) Action taken
- 6.2.2 Access rights to update/amend the database will be restricted to key personnel¹¹, with "read only" rights for other PST and MT staff. The database will be monitored on a daily basis, with fortnightly audits by the PSM¹², and PI reporting to the Services Director via monthly P&S meetings.

6.3 AGS Service and Inspection

- 6.3.1 All gas appliances within GWHA properties will be serviced at least once in every 12 month period. A signed copy of the CP12 will be saved on the GWHA database and will be retained to cover a minimum 36 month period¹³. The tenant will also receive a signed copy of the CP12 within 28 days of completion of the AGS inspection¹⁴.
- 6.3.2 Properties will be serviced on a 10 month cycle, to allow for instances of no access or legal action.
- 6.3.3 Access will be managed through the procedure with failure to provide access managed as outlined in Compliance Sheet.
- 6.3.4 Tenants will be given a minimum of 8 weeks to allow access and every effort will be made to ensure that the appointment system is flexible to minimise inconvenience.

6.3.5 Tenant Appliances

Although the responsibility for the servicing and inspection of tenant appliances (e.g. gas fires) is impacted by conflicting regulations¹⁵, such appliances (including gas cookers) tend to present a higher risk to safety than the gas boiler. For this reason, during the AGS, and at no additional cost to the tenant, the following principles will be applied:

- a) A full service and inspection of gas fires (as this will be connected to a flue which the Association is responsible for servicing)
- b) A visual risk assessment of gas cookers/hobs

In all instances the contractor will advise via the Landlord's certification of "at risk" appliances. These will be recorded on the AGS "at risk" register and a letter will be issued to the tenant outlining action that will remove/minimize risk. Where a tenant owned appliance is deemed to be unsafe (gas fire/cooker) it will be isolated by the Engineer until repaired by the tenant. Temporary heating will be provided where necessary.

¹¹ Member of staff with AGS responsibility, plus Line Manager

¹² Property Services Manager

¹³ Regulatory requirement – 2 years

¹⁴ City Building provide printed receipt at time of AGS. James Frew post copy within 28 days.

¹⁵ Conflict between Gas Safety Installation and Use Regulations 1998 and Health and Safety at Work Act 1974 (Housemark)

6.4 CP12 Remedial Works

Where remedial/additional works are identified within the CP12 and relate to GWHHA appliances, the details will be noted on a works order which will be referenced to the Landlord's Certificate. The work may be issued to an alternative approved contractor (subject to the same authorisation procedures insofar as 8.1).

6.5 Void Properties

6.5.1 All void properties will be assessed prior to re-let and, if a full AGS is due in the following 3 months, a full AGS will be carried out. If the service is not due within this timeframe then a basic 6 point safety check will be carried out and the previous CP12 issued in the tenant sign-up pack.

6.6 Acquisitions/Boiler Replacements

6.6.1 To minimise risk of AGS due date oversight, details of newly acquired/new build properties will be entered to the GWHHA database at handover; with AGS inspection and servicing scheduled in line with warranty. Likewise details of boiler replacements.

6.7 AGS Contract

6.7.1 The Association will generally enter into a 3-year contract with a contractor to ensure continuity of knowledge, improved efficiency and effectiveness. Given the risks associated with AGS, the contract will be tendered on best value principles on a 50/50 cost/quality basis.

Tenants will be consulted on the principles for the contract and factors such as access to live data portals and approach to customer service will be key quality considerations.

Options for an AGS only contract, or all-inclusive AGS and maintenance contract will be agreed by the MC in advance of tendering. A competitive rate for factored owners to participate in the programme (through direct engagement with the contractor), will also form part of the procurement.

6.7.2 The tendering process will commence at least 6 months prior to the anticipated start date to ensure a minimum 16 week lead-in period for the successful contractor.

6.7.3 Where a 3-year contract has operated successfully, the Association may negotiate an extension up to a maximum of a further 1 year, where this is consistent with the procurement strategy.

6.7.4 The successful contractor will be required to sign a Minute of Agreement (MOA) outlining rights and responsibilities. The detail of the MOA will be authorised in line with the Delegated Authorities Policy.

6.8 Performance Meetings

6.8.1 Pre-start meetings will be held with the servicing contractor to ensure full understanding of the Association's expectations in respect of the contract, with regular formally recorded performance meetings thereafter to facilitate discussion on contract progress/issues.

The frequency of the meetings will be driven by the AGS inspection programme, but will be no less than monthly. Contractor performance will be assessed in advance of the meeting via the contractor performance monitoring proforma, and will be signed off by the Property Services Manager.

6.8.2 Where a live portal is not available Contractors will provide e-mail updates on a regular basis (to be determined by the programme of works) to ensure performance can be tracked and post inspected.

6.9 Quality Control

6.9.1 Where a new contractor is appointed to carry out AGS, quality control checks will be carried out by another independent contractor (from the Association's approved list) as follows. This contract will be awarded on the basis of lowest tender price.

- a) year 1 - 25% of the first months' services
- b) year 2 - 10% of the first months' services
- c) year 3 - 5% of the first months' services

100% compliance in the first year will dispense with the requirement for quality control checks in subsequent years. An urgent meeting will be held with the servicing contractor where the quality control check identifies issues with the AGS inspection.

6.10 Invoicing

6.10.1 Invoices must clearly identify the properties serviced and will not be authorised for payment until reconciled against the schedule of works to ensure:

- a) CP12s have been received for all properties due to be serviced in the period.
- b) The Operative signing the Certificate has been approved by the Association
- c) Additional works etc have been highlighted and if appropriate actioned.
- d) The contract conditions have been adhered to.

6.10.2 The PSM will be required to authorise payment of AGS invoices.

6.11 Breach of Contract

6.11.1 If the servicing contractor is in breach of the contract conditions, a report will be submitted in the first instance to the Services Director with a recommended course of action.

6.11.2 The servicing contractor will be notified of the Association's concerns in writing and generally all payment will be suspended whilst the matter is investigated.

6.11.3 Where the breach is considered to be particularly serious, a formal complaint will be lodged with Gas Safe Customer Complaints Department and notification copied to HSE¹⁶. The SHR will be alerted as a Notifiable Event.

6.11.4 In the event of a breach of contract the emergency procedures at 8.12 will be invoked to ensure continued compliance with the regulations.

6.12 Emergency Arrangements

6.12.1 In the event of an emergency, servicing will be issued to an approved contractor with all relevant documentation. The alternative contractor must be authorised by Services Director.

6.12.2 A meeting will be arranged with the new contractor at the earliest opportunity and the contract conditions will be agreed at the meeting. A contract will be established in line with this Policy and with the Association's standard MOA for AGS Contracts.

6.12.3 It is anticipated that a contract issued under these circumstances will be for a minimum of 6 months servicing (i.e. to ensure sufficient time to re-tender the annual gas servicing contract). The contract documentation will be authorised in line with the Delegated Authorities Policy and a retrospective report will be presented to the Management Committee.

6.13 Improvement/Major Repairs Programme

6.13.1 Gas fires will generally be removed from properties when gas central heating is installed.

6.13.2 Where the tenant requests permission to retain a gas fire that belonged to the Association, a disclaimer passing ownership of the appliance to the tenant must be signed. Under these circumstances the Association will continue to service the fire and the flue, but will not carry out repairs or maintenance works on either. The tenant will be responsible for the removal of the gas fire at such later date that this may be required.

6.13.3 Compensation for disruption will only be paid in exceptional circumstances and where the works are likely to be more disruptive than is normally the case. An example may include the replacement of a back-boiler in a living room with a condensing boiler that has to be located next to plumbing in a kitchen.

7.0 COMMENTS AND COMPLAINTS

7.1 The process for managing complaints arising from the implementation of this Policy and associated procedures is as outlined in the Comments and Complaints Policy.

¹⁶ Health and Safety Executive

8.0 DELEGATED AUTHORITY

- 8.1 The Management Committee has overall responsibility for the development and review of this Policy and supporting Procedures. Authority is delegated to the Services Director, through the Chief Executive to ensure appropriate implementation of the policy and procedures to ensure that risk is managed effectively and proportionately.
- 8.2 Specific policy execution authorities are confirmed in the Delegated Authority Policy.