



**PARTNERING DOCUMENT**  
(& SERVICE LEVEL AGREEMENT)

**SUPPLY (& INSTALLATION) OF**  
**PVC-U WINDOW UNITS**

**SOVEREIGN HOUSING ASSOCIATION**  
**SOVEREIGN DEVELOPMENT CONSORTIUM**  
**WESTWORKS**

(& ASSOCIATED PURCHASING & CONTRACTING PARTNERS)

**APRIL 2012**

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# **Partnering Document / Service Level Agreement**

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## 1.0 INTRODUCTION

### 1.1 Preamble

Anglian Building Products and Sovereign Housing Association have jointly prepared this Partnering Document /Service Level Agreement on behalf of Anglian Building Products, Sovereign Housing Association, the members of Westworks, and the members of the Sovereign Development Consortium.

Having conducted a procurement process using the restricted procedure, in accordance with the EU Consolidated Directive 2004/18, as implemented by the UK Public Contracts Regulations 2006 (SI 2006 No:5) (and subsequent amendments), Anglian Building Products have been engaged as the framework partner for the supply (& installation) of pvc-u window units (and associated) fittings in accordance with the specified service:-

- OJEU Contract Notice:- 2011/S 191-311437
- OJEU Contract Award:- 2012/S 91-149548
- Framework Commencement Date:- 25<sup>th</sup> April 2012
- Framework Expiry Date:- 24<sup>th</sup> April 2016.

### 1.2 Service Level Agreement

This Service Level Agreement is designed to reflect the shared understanding of all parties by incorporating:-

- ✓ the original requirements as outlined in the tendered Partnering Proposal Document;
- ✓ Anglian's detailed submissions in response to the Partnering Proposal Document;
- ✓ Anglian's subsequent submissions in terms of clarification and potential service enhancements;
- ✓ the results of all related discussions and agreements between Core Group members in addressing the above;
- ✓ subsequent enhancements to the service as agreed between the parties.

This Service Level Agreement shall be a formal record of the objectives, principles and agreed working arrangements between all participating companies; laying a foundation for defining best practice, and providing a structured framework for documenting further improvements in the service that will be to the mutual benefit of Westworks members, Sovereign Development Consortium members, their residents, all collaborative partners and Anglian Building Products.

The intention is that this Service Level Agreement shall be regularly reviewed and updated, evolving by agreement to reflect the intentions of the parties.

Sovereign (as the lead organisation) and Anglian Building Products shall work together to strengthen the value of this collaborative procurement agreement to the benefit of all parties. To assist with this, Sovereign shall maintain for Anglian:-

- ✓ A list of all Collaborative Partners ([Appendix 'J'](#))
- ✓ Stock Profiles for all Purchasing Partners ([Appendix 'K'](#))
- ✓ A list of all Key Client Contacts ([Appendix 'L'](#))

They shall also assist in establishing estimated Planned Programmes of Work.

All 'call-offs' against the framework shall be undertaken by each individual participating member in accordance with the Service Level Agreement.

### 1.3 New Build – Sovereign Development Consortium

The Sovereign Development Consortium (SDC) is a highly successful partnership of **8 housing associations** with Homes & Community Agency (HCA) Investment Partner status; committed to achieving a challenging agenda of delivery and efficiency throughout the development and construction process.

Key participating members include:-

- |                                  |  |
|----------------------------------|--|
| ✓ Sovereign Housing Association* | ✓ Saxon Weald Homes                    |
| ✓ Housing Solutions Group        | ✓ Solon South-West Housing Association |
| ✓ Cottsway Housing Association   | ✓ Ability HA                           |
| ✓ Advance UK                     | ✓ Brunelcare                           |

Concentrated mainly in the south of England, and owning and managing more than **44,000 homes** between them, the member associations have an existing combined development programme target of around **1000-1250 new homes per annum**. At this time, approximately 30% of this is delivered through an OJEU-compliant Contractor Framework. The remainder is primarily delivered through enhanced Section 106 opportunities.

A large proportion of this is to be delivered through **key contracting and developing partners** with whom service level agreements are being developed to deliver a consistent, high quality procurement service for new homes, to an agreed programme, with a focus on improving efficiencies, reducing costs, increasing long term customer satisfaction, and achieving sustainable design and management solutions that will minimise, as far as is practicable, the whole life cost implications upon the member associations' maintenance and housing management budgets.

The development programme is supported by a framework of employers' agents, architects and other professional partners, all working together collaboratively to maximise operational efficiencies in procurement, to drive down costs, and to act as a model of best practice in consortium working and project delivery.

The incorporation of a partnering agreement with a pvc-u window manufacturer/supplier /installer that is able to fulfil the jointly agreed requirements of all parties for new build, *as well as window replacement programmes and maintenance*, forms an integral part of the Consortium's joint aim to establish a holistic approach to product procurement.

More information about the Sovereign Development Consortium can be found at [www.sovereigndevelopmentconsortium.org.uk](http://www.sovereigndevelopmentconsortium.org.uk).

## 1.4 Westworks

Westworks is a collaborative group of over **9 member housing associations, groups and local authorities** working together to achieve better value through the potential extra buying power of a 'larger client'. Its aims include:

- 1.4.1 increasing value for money from the supply chain; creating efficiencies and providing higher quality services;
- 1.4.2 creating new jobs and sustainable communities in its region;
- 1.4.3 minimising the impact on the environment;
- 1.4.4 sharing knowledge and increasing the procurement effectiveness of all of its members;
- 1.4.5 providing an access vehicle for smaller social landlords to more beneficial procurement activities.

Westworks members in total provide housing and property asset management and maintenance services to around **83,000 homes**. Key participating members include:-

- ✓ Sovereign Housing Association
- ✓ Aster Group
- ✓ Elim Housing
- ✓ Merlin Housing Society
- ✓ Somer Housing Group
- ✓ Alliance Homes (formerly NS Housing)
- ✓ Bournemouth Borough Council
- ✓ Knightstone Housing Association
- ✓ Solon South West Housing Assn.

More information about Westworks, its membership and its operational area can be found at <http://www.westworks.org.uk/>.

## 1.5 Purchasing Partners

Organisation	No of Homes	New Build	Replacement Programmes
Ability Housing Association	575	✓	-
Advance UK	2,243	✓	-
Brunelcare	1,200	✓	-
Cottsway Housing Association	3,800	✓	-
Elim Housing	662	-	✓
Housing Solutions	4,200	✓	✓
Knightstone Housing Association	8,598	-	-
Saxon Weald Homes	5,058	✓	✓
Solon South West HA	990	✓	✓
Sovereign Housing Association	28,350	✓	✓
<b>Totals</b>	<b>55,676</b>		



## 1.6 New Build - Framework Contractors

Contractor	Clients
E G Carter	Sovereign Development Consortium Westworks Members
Leadbitter Construction	
Lovell Partnerships	
Rydon Construction	
Mansell Construction	
Galliford Try	
Drew Smith	
Bullock Construction	
Geoffrey Osbourne	
Westbury Partnerships	
Bovis Homes	

## 1.7 New Build – Non-Framework Contractors & Developers

Contractor	Clients
Barratt Homes	Sovereign Housing Association
Bellway Homes (Wessex)	Sovereign Housing Association
Bellwinch Homes	Sovereign Housing Association
Bloor Homes	Sovereign Housing Association
Castleoak Care Partnerships	Saxon Weald Homes
Crest Nicholson	Sovereign Housing Association
Croudace Homes	Sovereign Housing Association
Halsall Construction	Somer Housing Group
Herbert H Drew	Sovereign Housing Association
Kier Western	Somer Housing Group
Parsons & Joyce Contractors	Sovereign Housing Association
Persimmon Homes	Sovereign Housing Association
Taylor Wimpey	Sovereign Housing Association
Trinity Homes	Saxon Weald Homes

## 2.0 CORE OBJECTIVE

SDC & Westworks members have long recognised that the consistent use of a controlled range of good value, high quality, energy efficient pvc-u windows and associated fittings with a low whole life cost can both minimise long term maintenance and management costs, and maintain high levels of customer satisfaction amongst its residents. However, to be of maximum value, the entire range of support services to the client organisations, and all of their supply chain partners, needs to be exemplary.

The core objective is therefore to work with a Framework Supplier/Installer that is able to:-

- ✓ continue the delivery of a high quality, new and replacement pvc-u window unit service for a range of housing needs;
- ✓ meet residents' reasonable needs and expectations;
- ✓ and deliver further progressive cost and service quality improvements and benefits (having regard to the whole life and business plan cost implications of design and procurement decisions);

through:-

- genuine, open, effective partnership working;
- working with existing Consortium members and partners (including contractors) to build on existing 'best practice' and promote consistency;
- more efficient operational management, and more effective supply chain.
- technical and procedural innovation;
- an ongoing programme of service quality and service cost improvements.

for the mutual benefit of all parties.

## 3.0 SCOPE OF SERVICE & PARTNERING PRINCIPLES

### 3.1 Anglian have committed to consortium partners that it will:-

- provide a fully integrated manufacturing, supply and installation service throughout the consortia's operational area;
- ensure availability of all core products and spares within the agreed timescales;
- provide an efficient survey, design and scheduling service;
- develop close working relationships with all contracting, developing and purchasing partners;
- provide a quick response to installation or repair problems to enable priority timescales to be achieved;
- provide a high standard of health and safety;
- guarantee all supplied (& installed) window units and associated fittings for a minimum of 15 years from the date of installation;
- ensure replacement parts are available for a minimum of 10 years from the date of installation;

- encourage residents to become involved in reviewing any aspect of the service, where deemed beneficial;
- agree a range of key performance indicators, which shall be monitored and reported upon, on a regular basis;
- actively promote ongoing product and service development;
- maintain an ongoing programme of continuous improvement to ensure 'Best Value'.

### **3.2 All purchasing consortium partners have committed to Anglian that they will:-**

- be fair and business-like in their dealings;
- support the realisation of reasonable profit targets;
- work with all parties to minimise the incurring of unnecessary costs;
- support the prompt processing of payments in line with the agreed terms;
- promote a partnership that thrives on trust and supports an ongoing programme of continuous improvement to the mutual benefit of all parties.
- provide updated estimated forecasts, every 3 months, of annual volumes to be purchased;
- provide updates on any Government initiatives that may affect the partnership and/or the purchasing of kitchen furniture products;
- provide notification of any decision taken by a governing committee that may affect the partnership;
- provide notifications of any significant business proposals made by potential competitors which could affect the partnering arrangement.

### **3.3 Partnering Principles**

All parties shall actively work together to promote the following:-

#### Performance Objectives

- High quality, defect free product and workmanship.
- Standardisation.
- Low cost maintenance.
- End-user satisfaction.
- Efficient, trouble-free supply of goods, to the right place, at the right time.
- Efficient processes.
- Steady and consistent service standards.
- Benchmarking and measuring against key targets to promote continuous improvement
- Establishing standards and procedures that embody 'Best Practice'.
- The inclusion of all key distribution depots and outlets in the partnering process.
- Identifying and resolving factors that may affect all key objectives at the earliest possible stage.
- Prompt, effective and fair problem solving.
- Low-cost.

- Innovation & flexible working.
- Safe working and living environments.
- Enjoyable working relationships.

### Commercial Objectives

- The efficient and effective management of costs for all parties.
- Increased certainty over both costs and incomes.
- The realisation of profit and incentive targets.
- Maximising value for money.
- Minimising life-cycle costs.
- The cascading of performance incentives down the supply chain.
- Steady and consistent work flow.
- Working within agreed financial parameters.
- The minimising of duplication, bureaucracy and waste.
- Minimising “man-marking”.
- Allocation of risks to be fair so that each party achieves their objectives.
- For success to generate further work/sales for all.

### Communication Objectives

- Establishing a stable management team for the supply chain.
- Maintaining central points of contact.
- Joint ownership of partnering objectives.
- Proactive teamwork.
- To prosper through clear, concise and effective communications.
- Effective and shared problem resolution.
- Open and honest exchange of views.
- The timely flow of information.
- Involving and consulting all interested parties.
- All parties to promote “internal partnering”.
- Developing a joint “brand image”.
- Obtaining feedback to provide a focus for future improvements.
- The avoidance of adversarial behaviour.

## **3.4 Commitment to Sustainability**

All participating partners to this agreement have committed to a strategy of creating a better life for all, not just for today, but for future generations to come. To do this, we must use finite resources in an efficient way, without waste, and protect the natural environment to enhance the ability of future generations to maintain and improve their lives.

Within the social housing context, Consortium members recognise that sustainable development has a strong social dimension and that it is important to create and maintain communities that will thrive. We want to provide homes which remain desirable to our residents well into the future, with low running costs, and this requires the support of good quality, cost-effective goods and services that meet not only their current requirements, but also their longer-term needs and aspirations.

This therefore requires us to consider the environmental, economic and social impact in all that we do. Anglian shall work with Consortium members and its purchasing partners

to support this strategy and its supporting policies, and to demonstrate an active commitment to:-

- providing windows with a 'U' value of 1.4 W/m<sup>2</sup>/K (and an Energy Efficiency Rating of 'A') at the best possible price;
- supporting the Code for Sustainable Homes targets on new homes;
- tackling the fuel poverty agenda;
- supporting the use of frames and glazed units that are manufactured in the EU;
- effective environmental site management;
- waste management and recycling;
- reduction of waste to landfill;
- supporting each purchasing client's existing environmental policies.
- ISO 14001: 2004.

### **3.5 Training**

Anglian have committed to ensure that all managers and support staff providing the service to SDC & Westworks members, and their various contracting, developing and purchasing partners are fully trained to an appropriate level of competence. This shall include:-

- a detailed understanding of this Service Level Agreement, all supporting documentation, and each client's operational procedures;
- a detailed up-to-date working knowledge of the supporting product range;
- a detailed working knowledge of the agreed design specifications for both new build and refurbishment works;
- a full working knowledge of Anglian's own design, scheduling and ordering system.

The main factory/factories, any distribution depots, suppliers and/or stockists of supporting parts and/or fittings, and all delivery drivers, shall be fully trained in their responsibilities and shall ensure the effectiveness of the delivery implementation and reporting systems.

Anglian shall provide free training to the staff of Consortium members and its purchasing partners on its services, procedures and/or supporting systems, where this will benefit the efficiency and effectiveness of the service provided.

## **4.0 KEY SUCCESS FACTORS**

### **4.1 Key success factors** are deemed to be:-

- the thermal efficiency of the windows fully meet the Development Consortium's requirements in terms of supporting the creation of a highly energy efficient envelope for their standard house types and associated Code for Sustainable Homes target levels.

- residents are provided with windows that meet their reasonable expectations in terms of provision, quality, design and energy efficiency;
- Anglian provides a consistent, high quality service across the board; is agile enough to respond promptly to needs and issues, is adaptable enough to evolve to satisfy changing requirements, and works together in a spirit of openness and trust to align shared interests;
- the whole life cost of the windows provided (inc. initial costs, ongoing maintenance costs, and the replacement frequency etc) can be afforded within the Associations' business plans;
- all of the above requirements are achieved at the lowest reasonable (best value) cost - through economies of scale, more efficient procurement and working practices, and controlled maintenance costs.
- that Anglian achieves *its* core objectives.

#### 4.2 **Supplementary success factors** are deemed to include:-

- that Anglian:-
  - develops complimentary service level agreements with all related primary suppliers of associated goods and services;
  - seeks to maximise customer satisfaction amongst SDC & Westworks member residents;
  - is innovative in terms of proposals to improve the service, increase efficiency and reduce both initial and whole life costs;
- that the arrangement provides a basis for progressing an action plan of ongoing continuous improvement that benefits all parties.

## 5.0 **SERVICE LEVEL MANAGEMENT**

- 5.1 In order to promote an integrated and timely approach to enquiries, the design service, the production of quotations, order processing, manufacturing planning, distribution and the resolution of problems etc, Anglian have committed to provide a dedicated central contact and service team (see [Appendix 'B1'](#)), led by a senior empowered Account Director, to proactively manage and co-ordinate all of these activities.
- 5.2 Anglian's dedicated Account Director (**Ross St Quintin**):-
- ✓ is responsible for ensuring that Consortium members and *all* of their collaborative/purchasing partners receive the quality of product and standard of service outlined in this Service Level Agreement.
  - ✓ shall be the **single point of contact** (with back-up support), for all enquiries or problems relating to orders, deliveries, problems on site, and other similar enquiries.
  - ✓ shall be provided with the resources necessary to ensure that the service is effectively supported by a unified, co-ordinated, frontline team that is fully au fait with the standards of service detailed within the Service Level Agreement. This shall include the provision of senior management cover for when he is on leave or unavailable.

- ✓ be responsible for ensuring that Consortium members' contractors, developers and other purchasing partners are provided with full details of delivery schedules, including dates and drivers mobile telephone numbers etc.
- ✓ shall ensure that any unresolved issues that may occur from time to time are actively and promptly addressed, are dealt with as fairly and equitably as possible, and are monitored closely through to completion.

5.3 Anglian's dedicated Account Director shall be supported by a client focussed Office Manager responsible for:-

- fully understanding the SHA/SDC/Westworks framework agreement and ensuring, as far as is practical, that Anglian delivers the service laid out in the Service Level Agreement.
- acting as a focal point and first point of contact, at a daily operational level, for all telephone or e-mail enquiries.
- ensuring all enquiries are actioned in a swift and efficient manner and that a response is provided in a timely fashion.
- ensuring that all enquiries are referred to the relevant person, and that a response is provided.
- attending progress meetings when appropriate; taking notes and ensuring points raised are actioned.
- monitoring/attending weekly internal review meetings; being proactive in ensuring that windows etc are placed into production at the right time to meet agreed programme requirements
- closely monitoring the installation programme; ensure works are progressing as planned, arranging resourcing etc solutions where issues affecting planned progress are encountered.
- building relationships with the key client contacts.

5.4 Sovereign shall also seek to encourage its collaborative/purchasing partners to appoint single points of contact for Anglian.

5.5 Windows for New Build projects shall be progressed in broad accordance with the Protocol Flow Chart – [Appendix 'D1'](#).

5.6 Replacement Windows to existing properties shall be progressed in broad accordance with the Protocol Flow Chart – [Appendix 'D2'](#).

5.7 For properties in occupation, engagement with residents shall in broad accordance with the Resident Communication Procedure – [Appendix 'D3'](#).

## **6.0 SPECIFICATION / PERFORMANCE CRITERIA**

6.1 Anglian have committed to meet Sovereign's original preferred product specification and performance criteria detailed in [Appendix 'N'](#):-

- as qualified by the original submission;
- as subsequently amended by agreement;



- and now incorporated into this Service Level Agreement; including supporting appendices.
- 6.2 Design & Installation standards shall accord with the requirements of [Appendix 'E'](#) unless specifically directed otherwise.
- 6.3 The product specification, supporting service standards and prices detailed in this Service Level Agreement shall form the basis of *all* supplied goods and services provided to SDC & Westworks members, all contractors and developers working on behalf of, or for, all consortia members, and any other associated collaborative purchasing or procurement partners that have mutually agreed to accord with the requirements of the agreed specification and service levels as outlined in this Service Level Agreement.
- 6.4 A summary of the service is included in the Service Information Booklet ([Appendix 'A1'](#)).

## **7.0 REPLACEMENT WINDOWS**

- 7.1 Replacement window programmes shall be project managed /administered in broad accordance with the procedure outlined in [Appendix 'G1'](#) unless specifically directed otherwise.
- 7.2 Anglian's work programme's shall be updated at least weekly; with a copy on the shared website for ready access by the client and/or contractor's Contract Manager.

## **8.0 QUALITY CONTROL & AUDIT**

### **8.1 General**

- Anglian's design, manufacturing and installation processes are accredited to BS EN ISO 9001: 2000 (Certificate Nos: FM 11180 & FS 25971). Their control systems supporting these are independently tested by the British Standards Institution twice a year. The British Standards Institution also undertake a regular programme of internal audits. Every company supplying components to Anglian are required to pass a detailed selection procedure. All components used in the finished products are tested to the relevant British Standards and beyond for strength, stability and performance. The quality assurance procedures include for the inspecting and approval of constructed units prior to delivery.
- All new windows and their constituent elements shall accord in full with all current relevant British Standards in terms of product construction and performance.
- All new windows shall comply with BS 7950:1997 and BS 8220-1:2000 in terms of enhanced security performance; and meet the requirements of 'Secured by Design'.
- Anglian shall remain a registered member of FENSA (No 13229).



- Anglian operates an Occupational Health & Safety Management System for all supply and installation works that are accredited to BS OHSAS 18001:2007 (Certificate No: OHS 559705).
- Anglian operates an Environmental Management System for all supply and installation works that are accredited to ISO 14001:2004 (Certificate No: EMS 542346).

## 8.2 Responsibilities of Anglian's Contracts Manager

- To ensure that the following are addressed and agreed with the client/contractor; commencing at the initial enquiry stage, but continuing right through to installation, ensuring also that installation teams are fully briefed:-
  - construction details;
  - fixing method;
  - scope/extent of works;
  - attendance required (eg. scaffolding);
  - programme.
- Upon the completion of the installation works to each individual property, the appointed Anglian Contracts Manager shall check and confirm that each individual window is in good condition, has been well fitted, is operating correctly, that any making good to reveals etc has been completed satisfactorily, and that all other works relating to the property has been completed **in full**. This shall be confirmed through the submission of a [Site Inspection Form \(Appendix 'H2'\)](#) for each property, to the client Association's Contract Administrator.

## 8.3 Responsibilities of Anglian's Health, Safety & Quality Manager

- To be informed of all new contracts/instructions by Anglian's dedicated Account Director (**Ross St Quintin**).
- To review all new contracts/instructions looking for non-standard, unusual or specific product manufacturing or installation requirements/issues.
- Having regard to the complexity of the products required and/or installation, ensure that Anglian have planned the surveys, production, delivery (& installation work) correctly; having regard to the client/contractor's proposed timeframe.
- During the survey process, carry out an initial risk assessment, record the results, and again look to identify any non-standard, unusual or specific product manufacturing or installation requirements/issues. Ensure a further survey inspection is not required immediately prior to manufacture. Determine the timing for the first site inspection.
- In the case of standard installation work, undertake a site inspection within 10 days of commencing installation works. However, where works are deemed to incorporate elements with a high risk (eg. asbestos soffits, specialist installation works), or on larger jobs, consideration will be given to undertaking a site inspection on the first day of installation.

- Depending on the outcome of the first visit, undertake subsequent site visits as appropriate to the nature of the work, and its associated risks. Where issues are identified on the first visit, consideration will be given to undertaking a re-inspection on the following day, or the following week, as appropriate. Most site visits are to be carried out unannounced.
- To produce Site Visit Reports for all site inspections.
- Internal 'Improvement Notices' shall be issued where appropriate, and if serious (normally Health & Safety) issues are identified, a 'Prohibition Notice' shall be issued.

#### **8.4 Responsibilities of Anglian's Senior Management**

- Anglian's Regional Director shall undertake weekly reviews of all reports produced by the Health, Safety & Quality Manager.
- Monthly reviews shall be undertaken at Anglian's Divisional Board Meeting.

### **9.0 DESIGN & QUOTATION SERVICE**

9.1 Anglian are committed to providing an efficient survey, design and scheduling service to Consortium members and their collaborative/purchasing partners. This is deemed to include:-

- providing a supply and fit service that accords with the detail of the Service Information Booklet ([Appendix 'A'](#));
- incorporating the agreed range of window furniture and other fittings ([Appendix 'F'](#));
- in the case of new build, creating window layout drawings and schedules based on the Architects' drawings;
  - attending site if necessary to check build dimensions ahead of manufacture;
  - attending site meetings if necessary etc.
- in the case of refurbishment programmes, undertaking surveys, and arranging access to residents homes where required;
  - creating window layout drawings and schedules based on the criteria outlined in the 'Design & Installation Preambles' – [Appendix 'E'](#).
  - administering the process in broad accordance with [Appendix 'G1'](#).
- liaising with purchasing partners regarding site work programming and providing them with detailed call-off schedules as required, generally within 48 hours of a survey/completed design;
- liaising closely with all collaborative/purchasing partners, Consortium member staff and residents in occupation throughout the process as required.

9.2 Anglian shall provide purchasing partners with detailed quotations (with both the existing and proposed fenestration layouts in the case of replacement works) within 4 working days of the survey/completed design.

- 9.3 Consortium members and their collaborative/purchasing partners are to agree designs and call-off schedules in a timely manner so as to avoid potential programming issues.
- 9.4 Anglian shall be entitled to charge a purchasing partner for additional site visits/redraws (at the agreed rate stated in the Pricing Tables – see [Appendix 'C'](#)) where deemed reasonable (eg. where the requirement is not the result of an initial surveying etc error).

## 10.0 PRICES

- 10.1 All core pvc-u window and french/patio door styles, to the stated specifications, shall be supplied to Consortium members and their collaborative/purchasing partners, and installed:-
- in accordance with the prices included in the agreed Product Pricing Tables ([Appendix 'C'](#));
  - to include CDM administration and FENSA & Energy Efficiency Rating certificates etc, and all other support and added value services outlined in this Service Level Agreement.

*Nb. Works to properties that are 3 storeys or above, and to 2-storey properties where access to the upper storey is obstructed, will be subject to an additional charge to reflect access costs.*

- 10.2 The application of the Product Pricing Tables shall have regard to the following:-
- for any given design style, the price for each window is to be based on the nearest priced size (based first on width, then on depth); provided that both the width and depth does not differ by more than 50mm.
  - where the width or depth of a given window does differ from a priced style by more than 50mm, other priced windows of a similar size shall also be used as a guide in determining a fair price.
  - additional styles and/or sizes shall be added to the Window Schedule / Pricing Framework as prices are agreed.
  - all stated sizes relate to structural opening size.
  - the use of patterned or obscured glass shall have no effect on the price of a given window.
  - The extra-over costs in the pricing tables shall equally apply to omitted works.
  - The cost of elements not currently included in the Product Pricing Tables shall be based on the cost difference between relevant given window sizes.
- 10.3 Installation rates are to include for:-
- project management, administration and fitting etc in broad accordance with:-
    - the 'Design & Installation Preambles' – [Appendix 'E'](#).
    - the procedures outlined in [Appendix 'G1'](#) (mainly refurbishment programmes).

- 10.4 The cost of supplying and installing lintels to all properties, as stated in the Product Pricing Tables, shall be deemed to be all-inclusive (inc. scaffolding etc as required).
- 10.5 Costs for works deemed to be out of the ordinary shall be by prior agreement.
- 10.6 When undertaking a replacement window programme, Anglian may be provided with a combination of grouped and individual properties. Grouping and location will not normally have an effect upon the costing procedure outlined above where undertaken within the defined geographical area.
- 10.7 The Product Price Tables ([Appendix 'C'](#)) shall be reviewed annually from 24<sup>th</sup> April 2013 to reflect an agreed fluctuation rate:-
- no less than two months notice is required on a proposed price increase, which shall include a full breakdown of the constituent costs, complete with all necessary supporting information;
  - all adjusted rates shall apply to all work with an installation date (or delivery date in the case of supply only) on or after the 24<sup>th</sup> April of each year
- 10.8 Prices for previously unlisted items shall align with the agreed Product Pricing Tables
- 10.9 In the event that it is identified that a contractor, developer or other purchasing partner under this arrangement has been charged in excess of the agreed prices, arrangements shall be made for Anglian to reimburse the difference.
- 10.10 Sovereign and Anglian shall undertake spot checks with contracting and developing partners etc to ensure that the pricing structure is being applied consistently.
- 10.11 Where the *combined* annual spend through the agreement exceeds £2,000,000 p.a. (for calendar years commencing 24<sup>th</sup> April 2012), an assessment shall be undertaken to determine a cost efficiency rebate in accordance with the principles laid out in the NEC Target Cost Contract; with savings shared equally between Sovereign (as the lead partner) and Anglian.
- 10.12 In support of this, Anglian shall provide Sovereign with monthly reports on annual sales and anticipated rebates.

## **11.0 INITIAL ENQUIRIES, ORDERS, LEAD-IN TIMES & DELIVERIES**

### **11.1 Orders, Lead-in Times & Delivery Timescales**

- All window units shall be made to order to align with the customer's defined needs.
- All initial enquiries and first orders should be through Anglian's dedicated account manager (**Ross St Quintin**); quoting the 'SDC/Westworks Consortium Agreement'.
- Quotations with fenestration layouts (see Standard Quotation Letters & accompanying Schedules – [Appendices 'C3' & 'C4'](#)) shall be issued within 7 working days of the survey.
- All orders raised with Anglian should state:-

- the full delivery address (inc. post code)
  - the relevant quotation number, and
  - all site contact details (with names, telephone numbers, email addresses, etc).
- Anglian have committed to:-
- meet (or beat) the timescale targets detailed on **Page 22** of the ‘Service Information Booklet’ (**Appendix ‘A’**).
  - acknowledge the receipt of an order by no later than the end of the following working day;
  - transmit all ordering etc information from regional contract staff etc directly onto its central computer system by means of a modem link;
- Specialist deliveries required in less than 5 working days may incur an additional cost (which shall be agreed with the client in advance). Where possible however, Anglian shall make every effort to avoid this by combining the delivery requirement with another delivery commitment.
- Formal (hard copy) order acknowledgements are produced one week prior to the delivery week.
- All Consortium members and their collaborative/purchasing partners shall have due regard to the advantages of programming in all design work and ordering etc in a timely fashion; and, wherever possible, to avoid late design work, requirement changes and ordering.

## 11.2 Standard Deliveries

- Anglian will have reasonable regard to the practicalities of delivery attendance, receipt procedures, and where the units are to be used and/or stored. Single or multi-drop options shall therefore be provided to any location as required.
- All Consortium members and their collaborative/purchasing partners shall nevertheless endeavour to work with Anglian to maximise the reasonable efficiency of the delivery arrangements.
- Liability and responsibility for the goods passes from Anglian to the purchaser at the point the goods are installed.
- Claims for damages, shortages and/or incorrectly supplied items shall be reported to Anglian’s dedicated account manager (**Ross St Quintin**) within 5 working days of delivery.
- Anglian shall monitor and regularly reports on ‘right first time’ deliveries. The target is an average of 98%.

### 11.3 Storage, Transport & Distribution Management

- Anglian shall maintain *direct control* over a comprehensive and effective storage and transportation system that operates throughout the south and south-west of England; delivering windows and all their associated fittings directly from the factory, or from local storage depots, to sites or individual properties (as required) for the all-inclusive unit prices included in the agreed Product Pricing Tables ([Appendices 'C1' & 'C2'](#)).
- The delivery service shall be backed up by an efficient, modern vehicle planning and communication system that ensures that contact is maintained with the vehicle drivers at all times, and that all agreed delivery schedules are met.
- Transportation fleet management and maintenance shall ensure:-
  - high standards of maintenance and safety are maintained;
  - maintenance and safety checks and MOTs are scheduled efficiently around customer demand;
  - there is a nationwide backup from a network of main dealers.

### 11.4 Directly Employed Drivers

- All Anglian's drivers are:-
  - directly employed;
  - have the relevant vocational driving licence which is checked before employment is offered, and again at 6 monthly intervals;
  - included in the Government's 'National Training Scheme'; requiring 35 hours training over every 5 year period.
- The completion of a 'Driving Hours Test', and a full driving assessment undertaken by Anglian's 'Driving Assessor' form key parts of the driver recruitment process.
- Anglian's in-house training programme includes annual assessments and refresher courses.
- Monthly reviews of all tachograph charts take place with each individual driver.
- Anglian are committed to developing their own drivers and members of the factory and warehouse staff, go through external training in order to qualify for their LGV licence, and after a suitable training programme, join their own driving staff.
- Evidence of training shall be provided annually.

## 11.5 IT Support Services

- Anglian have committed to provide the facilities and resources necessary to provide Consortium members with a free shared website facility that delivers instant access to:-
  - all standard agreement documentation (inc. this Service Level Agreement and all supporting documentation, as detailed in the list of Appendices, including):-
    - a supplier's Service Information Booklet;
    - detailed product (& installation) price lists;
    - organisational charts (organograms);
    - process flow chart(s).
  - turnover/sales data (by client/by contractor);
  - performance data (by client/by contractor);
  - with individual password protected secure areas for client specific data;
  - individual password protected client sites with client specific management & KPI data etc;
  - the (password protected) Anglian extranet service which provides clients with access to:-
    - \* quotations;
    - \* priced design layouts (and other relevant details);
    - \* the status of each order (inc. programmed/agreed delivery dates), and
    - \* invoices.

all of which is updated within half an hour of any processing having been undertaken on Anglian's main system.
- Anglian shall retain a 'Webmaster' (Bryan Howard) who shall be responsible for:-
  - being familiar with the website's requirements/objectives;
  - promoting proactive support;
  - co-ordinating the input of Anglian's Marketing and IT departments;
  - evaluating and challenging the style and content of the website (inc. documents) to ensure it:-
    - \* is correct;
    - \* is up-to-date;
    - \* is consistent;
    - \* provides the support necessary to retain existing clients;
    - \* maximises it's contribution as a marketing tool for securing new business;
    - \* is regularly reviewed and improved over time to maintain relevance.



## 11.6 Supplementary Outlets/Stockists

- Anglian shall establish a central stores facility, where specifically required to meet the stocking and delivery requirements of individual clients; particularly with regard to replacement parts.

## 11.7 Holiday Periods / Factory Shutdowns etc

- Normally 11 days for Christmas. Anglian to advise on actual dates at the start of each calendar year.
- All parties are to plan ahead in terms of surveys, orders etc to ensure that Consortium members and their collaborative/purchasing partners receive the necessary goods on time, and that work delays are avoided.

## 12.0 INSTALLATION SERVICE

- Anglian shall engage only the highest quality 'in-house' installation teams when undertaking works for Consortium members and their collaborative partners; utilising the same teams wherever possible, where good working relationships have been established.
- All installation personnel used shall:-
  - be fully conversant with the detail of this Service Level Agreement; and their obligations in respect of it;
  - have been fully trained in the installation of the specified products;
  - carry an Anglian photo ID;
  - wear Anglian corporate uniforms;
  - drive Anglian liveried vehicles.
- Anglian will not use sub-contract installation companies.
- Anglian's shall use their 'Pre-Start Meeting Checklist' ([Appendix 'H1'](#)) to ensure that all issues relating to the following are addressed and agreed with the client/contractor; commencing at the initial enquiry stage, but continuing right through to installation, ensuring that contract managers and installation teams are fully briefed with regard to:-
  - construction details;
  - fixing method;
  - scope/extent of works;
  - attendance required (inc. scaffolding);
  - programme.



## 13.0 HEALTH & SAFETY

### 13.1 Generally

- Anglian shall comply with all current manufacturing and building industry statutes, regulations, codes and agreements (including amendments thereto) regarding the health, safety and welfare of all persons likely to be involved in, or affected by, the manufacturing and installation etc works to which the proposed agreement relates.

### 13.2 Construction (Design & Management) Regulations 2007

- Anglian shall ensure that its activities comply with the requirements of these regulations so far as they affect both design and installation works on site.
- Whilst it is recognised that the majority of individual works orders are effectively excluded from the requirements of the Construction (Design & Management) Regulations 2007, designers and installers are nevertheless required to observe the spirit of the Regulations. Anglian shall therefore undertake all necessary risk assessments, prepare all appropriate work method statements and ensure that all operatives adhere to the relevant guidance.

### 13.3 Asbestos

- Properties with asbestos-based products (eg. soffits) that could potentially be damaged by the works shall be assessed and all works undertaken in accordance with the agreed procedures outlined in [Appendices 'G2' - 'G4'](#).

## 14.0 SERVICE STANDARDS GENERALLY

### 14.1 Windows for New Build & New Installations

- Anglian are committed to ensuring that the Consortium's contracting and developing partners are provided with the pvc-u window units and fittings they need, *when* they need them.

### 14.2 Anglian's commitment to Continuous Improvement

- Anglian shall work with the Consortium member's contractors, developers and key distribution partners to seek and promote ongoing improvements in the distribution network and service delivery.
- Anglian shall hold team meetings that promote and enable service quality issues to be discussed and fed into a structured management process that promotes ongoing improvements in service delivery.
- The responsibility for ensuring that issues in respect of service quality are communicated to Anglian's Senior Management Team shall rest with Anglian's dedicated account manager (**Ross St Quintin**).

### **14.3 Anglian's commitment to Customer Satisfaction**

- Anglian supports the Consortium's commitment to total customer satisfaction. Based on this commitment, routes shall be established to resident bodies that enable customer satisfaction to be monitored and reported on directly to the partnership.
- Key performance indicators shall be established to monitor this area and shall be discussed and developed at the partnership review meetings.

## **15.0 ADDED VALUE SERVICES**

### **15.1 Elderly and Disabled Residents**

- Anglian are committed to supporting the initiation and implementation of innovative design solutions that support the needs of elderly, wheelchair bound and other disabled residents.

### **15.2 Special Delivery Requirements**

- Anglian are willing to readily discuss and accommodate any special delivery requirements where essential to the client (eg. deliveries to individual properties, specific delivery times, specific sequence etc). However, this may incur the client in additional charges which shall not be unreasonable.

### **15.3 Product Warranties**

- All pvc-u windows and French/patio doors carry the following comprehensive guarantees/warranties:-
  - Glazed units – 15 years
  - Securistyle ironmongery – 15 years
  - All other construction and workmanship elements – 15 years
- Anglian shall maintain a database record of all products provided, the location, the relevant components, and details of the relevant warranties, with dates.
- Full warranty support is organised from Anglian's regional depot in Basingstoke.
- All service engineers are fully trained, fully equipped, carry an Anglian photo, wear Anglian corporate uniforms, and drive Anglian liveried vehicles.
- Security issues shall be attended to within 24 hours
- Non-security issues shall be attended to with 20 working days (except for specials outside of the agreement).

- All calls and faults are recorded on a database, detailing the nature of the service issues, action required, proposed time scale, outcome and time of final closure.

## 15.4 Product Continuity

- Anglian shall not undertake design or component changes (such as changing the frame profile, or the ironmongery specification, etc) that shall adversely impact on:-
  - long term durability;
  - maintenance;
  - Sovereign's ability to effect a like-for-like repair or replacementwithout fully consulting with the client, determining that there is no reasonable alternative solution, and, if applicable, agreeing a due notice period.
- Every attempt will be made to provide Sovereign and its collaborative/purchasing partners with as much notice as possible regarding any significant proposed changes.
- Where Anglian are considering a product design change that *could* have negative consequences for Sovereign and its partners, then:-
  - customer representatives shall be consulted and given due regard;
  - modifications to the proposal shall be undertaken where deemed reasonable to do so;
  - prior to the implementation of any proposal; a reasonable notice period shall be provided.
- In the event of a planned discontinuation of a range, Anglian shall implement a 'deletion procedure' which incorporates an analysis process that includes identifying all customers that have made a purchase from the product range within the last 2 years, or are planning to make a purchase. All are to be contacted and consulted.
- It is recognised that there may be occasions when components or some finishes supplied to Anglian by others may become unavailable for reasons outside of their control. This supply chain issue however shall be closely managed to minimise this likelihood.

## 15.5 Replacement Parts

- Anglian have committed to ensuring that replacement components will remain available for 15 years after purchase.
- In the unlikely event that units require replacement under the guarantee within 15 years of purchase, and matching components are no longer available, the nearest equivalent components will be provided by Anglian at no additional cost to the client.

## 15.6 Product Support

- Anglian would welcome the opportunity to attend client presentations, resident forums, meetings etc as necessary to demonstrate and explain the product and service.

## 15.7 Waste Management & Recycling

- Anglian are committed to actively demonstrating a genuine commitment to waste management and recycling.
- It is Anglian's policy to recycle all waste and surplus materials wherever possible; and have implemented specific Waste Segregation Management Systems both in their factories, and on the sites where they undertake door installation works. This includes the recycling of old timber and pvc-u etc windows, including the glass. Anglian also have an approved Recovynyl Recycling Centre at it's head office in Norwich.
- Regular reports are received on the percentage of waste that has been recycled and these are used to target further improvements.

## 16.0 ADMINISTRATION

### 16.1 Key Contacts & Responsibilities

- Anglian have committed to maintain:-
  - a 'Service Information Booklet' that summarises all key elements of the service (Appendix 'A1');
  - and a 'Contact & Structure Chart' (Appendix 'B1') that includes all key contacts, their direct telephone numbers and e-mail addresses etc.
- Sovereign shall provide Anglian with:-
  - a maintained list of all key contacts for all key Consortium members and their collaborative/purchasing partners, their direct telephone numbers and e-mail addresses etc (Appendix 'L').
  - together with a Sovereign 'Contact & Structure Chart' (Appendix 'B1') that also includes all key contacts, their direct telephone numbers and e-mail addresses etc.

### 16.2 Management of the Agreement

- The following core team shall be responsible for the overall management and co-ordination of the agreement.
  - Mark Jarrett – Head of Strategic Procurement – Sovereign Housing Assn Ltd;
  - Ross St Quintin – Sales Director – Anglian Building Products;

- Key responsibilities shall include ensuring that:-
  - all agreement documentation is up to date;
  - all agreement documentation is effectively communicated to all relevant internal and external customers;
  - the intention of all participating parties as outlined in this service level agreement are implemented in practice;
  - KPI data is being collected, analysed and reported upon;
  - feedback is actively sought from all participating parties, and shared;
  - issues arising are dealt with promptly and effectively;
  - all participating parties work together in a spirit of openness and trust to actively promote an ongoing programme of continuous improvement in all aspects of the service, to the mutual benefit of all parties.

### 16.3 Project Team

- The Core Team shall be supported by a project team that comprises of key representatives from the various collaborative/purchasing partners. Responsible for ensuring that the agreement is delivering the required product and service standards, and drawn primarily, (*but not exclusively*), from the original Selection Panel, we would expect the Project Team to comprise:-
  - Steve Carter – Senior Contracts Manager (Programmes) – Sovereign HA
  - Dave Brown – Contracts Manager – Sovereign HA
  - Steve Methven – Development Manager – Sovereign HA
  - Mark Tunstall, Tremain Powell Partnership (SDC Employer’s Agent)
  - Dean Wichall – Philip Pank Partnership (SDC Employer’s Agent)
  - Trevor Targett – Mansell Construction (SDC Framework Contractor)
  - John Williams – E G Carter (SDC Framework Contractor)
  - Helen Chocieszynska – Technical Manager – Saxon Weald Homes
  - Jocelyn Rayner – Procurement Manager – Housing Solutions
  - Mark Hubbard – Project Officer, Ability HA
  - Brian Manson – Asset Surveyor (South) – Knightstone HA
  - Ruth Berry - Asset Manager – Solon South West Housing Association
  - Colin Coopey – Property Services Manager – Elim Housing
- Key responsibilities shall include ensuring that:-
  - all agreement documentation is clear and comprehensive;
  - all agreement documentation is being effectively communicated to all relevant internal and external customers;
  - the intention of all participating parties as outlined in this service level agreement is being implemented in practice;

- feedback is provided to support ongoing continuous improvement in the product and service;
- issues are being dealt with promptly and effectively;

## 16.4 Review Meetings

- Core Team meetings shall generally be held on a monthly basis.
- Project Team review meetings shall generally be held on a quarterly basis.
- All meetings are to place a particular emphasis on a programme of ongoing continuous improvement.
- Meeting agendas may typically cover the following:-
  - **Matters Arising.**
  - **Issues Addressed** - since last meeting.
  - **Current Issues** – and proposed actions/solutions.
  - **Quality of Products** – what defects/maintenance works have been reported?
  - **Resident Satisfaction** – what issues are arising? What action is needed?
  - **KPI Data** – assessment of data being reported.
  - **Schedules of Work** – Anglian in receipt of up-to-date forecasts of programmes of work ?
  - **Training** – all staff appropriately trained ?
  - **Action Plan** – Review and update.
  - **Partnering Document** – Review and update.
  - **Workload** – and new business.
- Minutes shall be taken by Sovereign and distributed to all parties involved within 7 days.
- In the event of an emergency meeting being required, this can be called giving at least 5 working days notice, unless mutually agreed otherwise.

## 16.5 KPI Reporting

- Anglian shall provide Sovereign and its various purchasing/collaborative partners with monthly reports (preferably in 'Excel') on the following:-
  - **Annual Sales/Orders** (to date)
    - number of plots;
    - number of windows/doors;
    - average number of windows/doors per plot;
    - total spend/value of orders;
    - average spend/value of orders per plot.

- **Analysis of Annual Sales/Orders** (the above information to be available for)
  - each individual housing association and contractor;
  - all Sovereign Development Consortium members combined;
  - all Westworks members combined;
  - all purchasing/collaborative partners under this agreement.

all ideally split into 'New Build' and 'Refurbishment/Void/Maintenance' works

- Sovereign shall work with Anglian to determine the following:-
  - **Quality of Designs** - accordance with specification/brief ?
  - **Supply of Goods** - % of deliveries on time in full ?
  - **New Build Homes** - percentage fitted with the Anglian's windows ?
  - **On-site Quality Control Inspections** – Anglian's assessment on installation works.

## 16.6 Exor Accreditation

Anglian shall maintain registration with Exor Management Services Limited ([www.exorgroup.co.uk/index2.htm](http://www.exorgroup.co.uk/index2.htm)) and meet and comply with their 'Gold Level' accreditation requirements.

## 16.7 Insurances

Anglian shall maintain the following minimum insurances:-

- Public Liability Insurance (Personal Injury or Property Damage) – up to £5M for any one event.
- Employer's Liability Insurance – up to £10M for any one event

## 16.8 Problem Resolution

- All parties are responsible for identifying where the risk of problems and/or disputes could arise, and for determining and agreeing procedures and/or processes that will eliminate, as far as is practicable, such risks.
- Adopting and supporting a 'no blame' and 'sharing' culture, at all levels, is considered crucial to promoting:-
  - the early identification of potential or identified problems;
  - shared ownership in resolving issues;
  - maximum benefit from the arrangement for all parties.
- In the event of any problem or dispute arising that has not been resolved at the local or project level, or has implications across Sovereign, its collaborative/purchasing partners, Anglian, or the partnering arrangement as a whole, senior representatives

from the parties concerned shall meet in an effort to resolve the issue in accordance with the ladders detailed in [Appendices 'M1'-'M2'](#), ensuring that a fair and equitable solution is mutually agreed.

## 16.9 Termination Of Agreement

All participating parties are to be provided, where it is reasonable to do so, with no less than **3 months** notice that their engagement with the agreement is to come to an end. Each party shall make all reasonable efforts to mitigate any costs incurred.

## 17.0 EQUALITIES & DIVERSITY

17.1 Everyone associated with Sovereign and their partners within the SDC & Westworks are required to understand what it means to treat people fairly, and to act on that understanding. We are able to show clearly how we embrace and promote equality and diversity, and create opportunities for residents, employees, and the wider communities we serve. We take prompt and robust action to deal with unfair discrimination by any individual or company connected with our organisations.

The Equality Act 2010 is a cross-cutting legislative framework put in place to protect the rights of individuals and to advance equality of opportunity for all. All appointed service providers are therefore required to comply with the Equality Act 2010; and any subsequent amendments, additions or further legislation, including all good practice guides issued from time to time by any competent or recognised Authority.

17.2 We expect all individuals and companies connected with our organisations to promote and encourage equality and diversity in all areas of their work by:-

- ensuring that our values are reflected in all procurement processes and outcomes;
- working with partners to learn and share good practice;
- promoting the values of equality and diversity to the widest possible audience.
- challenging discriminatory attitudes and behaviours from anyone involved with our organisations, including contractors, residents and employees.

17.3 Copies of our Equality and Diversity Strategies can be provided upon request.

17.4 Failure to comply with the above, deemed to be a Condition of the Agreement, shall be considered as a breach, and shall be dealt with accordingly