

Diocese of Chelmsford Gutter Clearance Scheme

Information Pack

November 2013

This Information Pack contains more detailed information about the scheme for clearing the gutters and downpipes of churches in Essex and East London.

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Why the scheme was set up

The scheme has been set up to make it easy to bring the full benefits of routine maintenance to churches in Essex and East London.

Experience here and elsewhere shows that church communities are put to enormous – and avoidable – expense to repair defects in their buildings which could have been prevented by routine basic maintenance. The more important the building, the greater the likely expense.

Gutters and downpipes are among the most important building elements that have to be kept clear of obstructions.

A single mature tree can shed 200,000 leaves in a year – and all it takes is a handful of these, with perhaps a few twigs, a dead pigeon or a tennis ball, to cause an obstruction leading to water penetration causing tens of thousands of pounds to repair.

So it makes sense to do whatever we can to keep these vital elements of our churches functioning efficiently.

Unfortunately, it is becoming more and more difficult to do this. There are at least three factors.

- health & safety legislation, which now requires a higher level of organisation, risk assessment and better safety measures, particularly if the work involves working at height. Churches are not exempt from these requirements.

- building contractors can be reluctant to carry out routine maintenance work, as they can usually obtain more profitable repair work elsewhere.
- congregations say they are less able to find members who can climb staircases and ladders to carry out routine maintenance tasks.

The scheme overcomes these problems by providing a simple, no-frills service.

This service will save church communities tens of thousands of pounds within a short time, since a major cause of disrepair will have been removed, leaving them better able to carry out their ministry, free of the burden of unplanned major repair bills.

How the Gutter Clearance Scheme works

The basic idea is that the Diocese puts churches in touch with accredited contractors available to visit your church and clean out its gutters and downpipes.

Getting a Quotation

First, if you would like a quotation, you contact two or three accredited contractor(s) in the usual way. They may need to make a preliminary visit to the church to assess how long the work will take to carry out, what the access arrangements are and whether there are any unusual health & safety issues.

There may be a charge for obtaining the quotation, so we hope that you will request one only if you are seriously considering joining the scheme.

If you accept the quotation, you are asked to sign a simple agreement with the Contractor (attached at the Appendix). You can ask for one or more visits; it's up to you.

Other Buildings

You can ask for a quotation for a visit to other buildings, such as a church hall. It will often make sense for the contractor to visit this at the same time as the church.

Before the Visit

You must tell the contractor of any particular hazards you are aware of – for example, any building defects you are aware of (a loose gutter, perhaps) – and tell the contractor if there are likely to be any other contractors visiting the site at the same time.

The Visit

If you accept the quotation, the contractor will arrange a date and time with you. The work is likely to take about half a day, including travelling time, setting up and removing everything later.

It is important that the agreed time is adhered to and communicated to all the key people – for example, the incumbent and keyholders – so that access is straightforward and time is not wasted finding someone to open a door or gate. .

Please be aware that the terms and conditions give the contractor the right to make an abortive visit charge of £50 if they cannot get access as agreed.

If there are any last-minute changes it is vital that these are communicated promptly to the contractor: for example, if a funeral service is arranged, it may be necessary to rearrange the time.

The contractors may use powered access platforms – sometimes called “cherry pickers” – to gain access to the gutters and downpipes.

They make access very straightforward and are very safe in operation, but of course they do have to be brought close to the church and the route for this will be carefully planned.

What the Contractor does

During the visit, the contractor will inspect and clean out all the gutters and downpipes of your church. His workmen will take digital photographs of the condition of the gutters and downpipes “before” and “after” the work, and make a note of what they have done on a checklist form.

The workmen will show your keyholder the photographs and ask him or her to sign a simple acknowledgement that the work has, to the best of his/her belief, been done.

They will also note any obvious other defects they see, but it is important to note that this is not a professional inspection, but merely a mechanism for reporting defects which would be obvious to anyone.

In fact, we encourage churches to co-ordinate the visit of the contractor with one from their architect, so that he or she can gain access to otherwise inaccessible places and see what their condition is – notably gutters, after they have been cleaned.

Please note that the access the contractor gives the architect is to the areas the contractor will need to visit for the Gutter Clearance work – not access to the entire building. If you need this, please ask for a quotation in advance as there may be an additional cost.

The scope of the work is set out in Annex 1 of the contract (see Appendix).

What the Visit doesn't do

It is important to note that the visit is just to ensure that the gutters and drainpipes are clear.

What the contractor does **not** do is:

- repair damaged gutters or downpipes, or replace any that are missing
- any other repairs such as replacing missing tiles
- deal with blocked underground drains
- remove moss or overhanging vegetation
- conduct a professional survey; or
- anything else not within the Specification.

How much will it cost – and save?

Contractors will give you quotations which are based on the size, complexity and ease of access of your church, and whether they will need to use ladders or powered access (“cherry pickers”) as well as factors such as the distance of your church from their base. We expect that quotations will be in the range £250-£500 for an average sized church.

The savings are difficult to estimate, but Maintain our Heritage estimates that every £1 spent on well-planned preventative maintenance can save more than £20 in repair bills, within five years.

The contractor’s charge will attract VAT. If your church is listed it will count towards the VAT you can recover (on cumulative bills over £500 a year) under the Listed Places of Worship Scheme: for further information go to: www.lpwscheme.org.uk

Similar Schemes in other Dioceses

More and more dioceses are introducing similar schemes, in the light of the massive savings in cost and effort that good maintenance can bring about.

Diocese of London : www.london.anglican.org/support/church-maintenance-inspection

Diocese of St Edmundsbury & Ipswich : www.mygroupea.co.uk/themes/mygroup/elix_brochure.pdf

Diocese of Norwich: www.mygroupea.co.uk/themes/mygroup/NORFOLK%20CHURCH%20MAINTENANCE.pdf

Diocese of Gloucester: www.gutterclear.org.uk

Contact the Contractors

You can contact the contractors direct. Their details are on the scheme web site at:

www.chelmsford.anglican.org/gutters

Frequently Asked Questions & Further Queries

Is the scheme compulsory?

No. It is entirely up to churches whether to take advantage of this scheme. You deal direct with the contractors, and can decide whether to accept their quotation or not. There is no commitment to any long-term arrangement.

Do we have to join anything and does it cost us anything to use the scheme?

No – there is nothing you have to join and no charge other than the charge that you agree with the contractor.

Do we have to report anything about the use of the scheme?

No. The essence of the scheme is merely that it makes it easier for parishes and contractors to arrange maintenance visits. There are no further formalities or reporting requirements. We do however welcome feedback.

What if we use volunteers to clear our gutters?

You are entirely free to continue doing this. You should just be aware of the safety requirements in the usual way. There is a helpful web site at:

www.ecclesiastical.com/churchmatters/churchguidance/churchhealthandsafety/index.aspx

What about our existing relationship with a local Contractor?

You are under no pressure to use this scheme instead. If you have an existing arrangement with a local contractor, you can continue this as you wish. If you want to use the specification and terms and conditions with them, please feel free to do so. Our goal is to ensure that churches are properly maintained; we have no vested interest in how this goal is achieved.

If you feel your contractor would like to be accredited to the scheme, please encourage the contractor to contact us via: chair@maintainourheritage.co.uk. Accreditation is free and straightforward.

Are we free to use any contractor for gutter clearance?

Yes. You are free to make whatever arrangements you wish with any contractor, and to use the scheme's specification and standard terms and conditions if you wish. The accredited contractors are however known to be experienced, safety-aware and appropriately insured, and willing to contract with churches to carry out a visit to standard specification and on standard terms and conditions. These documents make comparing their quotations much easier.

The Friends of Essex Churches Trust grant scheme applies only to the use of the accredited contractors visiting your church under the scheme, however.

Can we amend the Specification or Terms & Conditions?

Yes, you and the contractor can agree to vary the terms, although you may need to consider this carefully and take appropriate professional advice.

Can we ask the contractor to do other work?

Yes. The price the contractor will quote is just for a standard visit, but if you wish the contractor to do other work, you are free to agree this. We have not accredited the contractors for repair work and discourage them from suggesting this, because maintenance and repair skills are different. The contractor will normally report any obvious defects he finds on the checklist and it is for you to decide how to deal with them. Don't forget that any repair work will need permission from your Archdeacon, or a Faculty, in the normal way.

Nevertheless we do encourage you to think about using a gutter scheme visit as an opportunity to arrange with the contractor to provide access on the same occasion to other contractors who might otherwise have to charge you extra for it – for example, an electrician doing maintenance checks, rewiring or bulb replacement requiring high access. This will usually be easier if the contractor is using powered access (ie a "cherry picker").

Similarly when contractors are using powered access we encourage churches to invite the church's inspecting architect. Please note that this has to be agreed in advance, and that the contractor would only facilitate access to visit the areas of the church the contractor needs access to go to perform the clearance work. If the architect needs to go to other areas, then this should be clearly agreed in advance and there may be an additional charge.

Can we ask the Contractor to visit other buildings?

Yes. It may make a lot of sense to ask the contractor to visit your church hall, or other nearby buildings at the same time – but you must make this clear in advance so that the quotation covers these as well.

How do we apply for the £50 grant from FECT?

By sending to FECT a receipted invoice for a Gutter Clearance Scheme visit by one of the accredited contractors. [Further details are on the FECT web site at www.foect.org.uk

What if we have a funeral on the day arranged for the visit?

The contractors are aware that some services may have to be arranged at short notice, but every effort should be made to inform them in advance. They will usually be prepared to wait discreetly for a time to enable the service to take place without any risk of inappropriate access or noise.

What do I have to do on or before the day of the visit?

The main requirement is to ensure that the contractors have access to the church at the agreed time. Other things to remember are to turn off any alarm system that might be triggered by the contractors. It may also be advisable to have bells in the “down” position. Please be aware that the terms and conditions give the contractor the right to make an abortive visit charge of £50 if they cannot get access as agreed.

Does the Diocese guarantee the workmanship of the Contractors?

No, but we will monitor the performance of the accredited contractors and remove accreditation if we think fit. We will therefore be interested to hear of parishes' experience with their contractors.

Other Useful Web Sites

Here are some web sites we believe will be helpful:

Church Care : www.churchcare.co.uk

Maintain our Heritage: www.maintainourheritage.co.uk

SPAB: www.spab.org.uk

What if I have any other queries?

Please call or email Malcolm Woods, a member of the Diocesan Advisory Committee. His contact details are:

Malcolm Woods:

Malcolm.woods@btinternet.com

Tel. 07721 768750

Standard Terms & Conditions & Specification for a Gutter Scheme Visit

The formal agreement takes the form of a letter from the contractor to the parish, which the parish signs and returns to the contractor. The Specification is Annex 1 and there are additional terms in Annex 2.

Letter from Contractor to church

[date]

Dear [Name of Churchwarden]

Agreement for Gutter Maintenance Visit

I am writing to set out the terms on which we, the Contractor, have agreed to provide, and your parish/ Church has agreed to receive, a visit under the Diocese of Chelmsford Gutter Clearance Scheme. If you accept these terms and conditions, please sign and return the attached copy of this letter.

Contract Particulars

Building(s) to receive maintenance visits:	[Insert name of church]
Number of Visits to be made:	1 [or other number as appropriate]
Price for the Visit(s)	£[xx] plus VAT
The Work	The maintenance service described in the Specification of Work below

Our Obligations to You

We will provide you with a maintenance visit in accordance with the Contract and all applicable legislation. The Contract consists of this letter, the Specification (attached as Annex 1) and the Terms & Conditions (Annex 2).

Your Obligations to Us

You agree:

1. to nominate two responsible persons with whom we can communicate to make arrangements for the maintenance visit and provide us with their address, email address, telephone numbers and other contact details;
2. to provide us with any information reasonably necessary to make these visits efficient, safe and effective, in particular, information about the site or the Work which is relevant to the health and safety of anyone engaged in providing the services under this agreement or anyone else likely to be affected by them. Examples might include

(a) building defects of which you are aware and (b) notice that any other contractors are on site at the same time;

3. to provide access to the buildings, including any parts of the building necessary for access to the roof, gutters and downpipes, for our contractor at the agreed time and for the agreed period, for the maintenance visit and any subsequent visit to rectify any defective work or damage. An example of the access we may need you to give us would be the opening of locked doors to a church tower;

4. to notify us as soon as possible of any circumstances rendering any visit inappropriate, for example because of a funeral service,

5. to pay us an abortive visit charge of £50 plus VAT if our visit is rendered impossible at the agreed time by the lack of access to the building or churchyard caused by any breach of paragraph 3 above;

6. to notify us in good time of any change in the name or contact details of the person nominated under paragraph 1;

7. to sign and return to us the acknowledgement of the maintenance visit after the visit is complete; and

8. to pay us the agreed sum(s) within 21 days of receipt of an invoice.

Other Terms & Conditions

9. Unless otherwise shown above, the contract price is the price for a single visit and we reserve the right to make a change to the price for any future visit if it is rendered significantly more complex or longer in duration as a result of changes to the access arrangements to the church or its immediate environs.

Other Matters

Attendance of Inspecting Architect/Surveyor

10. The Diocese encourages churches to invite their inspecting architect/surveyor to attend the maintenance visit, in case access to the parts of the building the contractor will visit are otherwise difficult.

11. The Contractor will make no extra charge for this facility, but it is limited to inspection of those parts of the building being visited by us for this Contract and does not amount to the provision of a free access facility for the Architect/Surveyor to the entire building using our services. The architect/surveyor may make a charge for the visit.

Additional Work & Repairs

12. The maintenance visit is a carefully prepared and timed piece of work. If, however, you wish to request us to do any additional tasks during or after the maintenance visit, this may be possible but only if this is specifically agreed with us well in advance, and for which any agreed additional charges will be payable.

13. This maintenance service does not include doing any repairs. If any repairs are found to be necessary as a result of the visit, the appropriate procedure is for you to

consider the checklist report we will produce and to specify the work required, if necessary in consultation with your architect/surveyor and to seek quotations from suitably qualified contractors, rather than to ask the Contractor to do them.

Yours sincerely

for and on behalf of the Contractor

Signed

Signed for and on behalf of the PCC/Church

NB: the following Annexes 1 and 2 are also part of the contract

Annex 1

Specification of Work

Protection of adjacent surfaces & fabric of building

1. The contractor will:
 - 1.1. protect ground, wall and roof surfaces where access equipment bears; and
 - 1.2. fill/rake over any tyre tracks, indentations from plant tracks, ladder feet etc.

Maintenance work

2. The contractor will:
 - 2.1. take digital photographs of the elements listed in para 2.2 below before and after completing the works. The photographs will show accurately on them the date on which they were taken;
 - 2.2. clean out all eaves, parapet and valley gutters, clean debris off flat roofs, clean rainwater hoppers/sumps/ interceptors ("rainwater goods"), collect debris and dispose of it in compliance with all applicable legislation, so as to leave the rainwater goods so far as practicable capable of conducting rainwater efficiently through them;
 - 2.3. clean out rainwater gullies, catch pits and inspection chambers connected to rain water systems; open, clean and reseal rodding eyes;
 - 2.4. rod rainwater drainage systems, including any ground level gutter, grates at ground level but not any part of any drainage system which is underground; and
 - 2.5. test, as far as is practicable, the functioning of the rainwater goods listed in this section to conduct water after clearance of obvious obstructions.

Checklist Report

3. On completion of the work, the Contractor will complete a report in a format supplied by the Diocese, and forward it electronically (or otherwise as agreed) to the Church within 7 days of the work, together with the photographs taken. The report will indicate the following:

- 3.1. whether blockages/obstructions were found and removed; list any obstructions not removed and the reasons for non-removal indicating their position on the building by means of a sketch plan; and
- 3.2. any obviously apparent defects observed during the visit, notably missing/broken roof tiles, slates or other roof coverings, loose/missing flaunchings, flashings and creasings, broken /loose/missing eaves fascia boards, soffits or rainwater goods, or any other such defects or blockages observed to elements outside the scope of this specification, notably underground drains.

Departure

4. The contractor will leave the site in a clean and tidy condition.
5. The Contractor will obtain the signature of a responsible person at the site using a pro-forma to be provided by the Church certifying that to the best of the knowledge and belief of the signatory, the works have been carried out and that the site has been left in an acceptable condition. This form is to accompany any invoices. Failure to do so will result in delayed/non payment.

Annex 2

Terms & Conditions of Contract

Definitions & Interpretation

1. In these terms & conditions the following words and phrases have the following meanings:

Church	Means the place of worship named in the Contract Particulars
Contractor	Means the party named in the contract as such
Contract Particulars	Means the particulars set out above
Price	Means the price quoted to the Church and accepted by it
Rectification Period	Means a period of 21 days following receipt of notification under clause 3
Site	Means any building or churchyard at which the Work under this contract is to be performed
Work	The maintenance and ancillary services described in Annex 1

Carrying out the Work

Contractor's Obligations

2. The Contractor will carry out the Work to a Church in a regular, diligent and competent manner, in accordance with the Contract and all applicable legislation.

Damage & Defects

3.1 The Contractor will at no cost to the Church promptly on being notified make good any damage caused or defects in the Work which appear within the Rectification Period and which result from materials and/or workmanship not being in accordance with the Contract. The Church will give prompt notice of any defects and give reasonable access for making good.

3.2 If the Contractor fails promptly to make good any damage or defects of which notice is given under clause 4.1, the Church may employ other contractors to do so and shall be entitled to deduct or recover as a debt the costs of doing so.

Control of the Works

Contractor's Undertakings

4. The Contractor will:

- 4.1. keep the Site tidy;
- 4.2. provide to the Church any information the Church may reasonably require as to the methods and materials used or to be used in carrying out the Works and/or as to their conformity with the contract;
- 4.3. promptly comply with all reasonable written instructions given by the Church;
- 4.4. not assign the benefit of the Contract;
- 4.5. not sub-contract the Works or any parts of them except with the prior written consent of the Church;
- 4.6. ensure that all employees working on the Contract are aware of the need to display a high level of customer service and to respect the religious character of, and activities at, the buildings on which they are working, especially at times of worship and during other ceremonies, particularly funerals. The Contractor will observe any reasonable requirements of the Church as to the appropriate cultural sensitivities to be displayed while at the site by all the Contractor's employees;
- 4.7. the Church may at any time on giving notice in writing to the Contractor appoint a person to act as his representative for the purposes of the Contract and may at any time on giving such notice remove or replace the representative. Neither the Church nor any replacement representative may disregard any instruction duly given by a predecessor representative;
- 4.8. under no circumstances will the Contractor take instructions from any person other than the Church or its representative to carry out any works deviating from the Work.

Payment

5. The Price is exclusive of VAT and in relation to any payment to the Contractor under the Contract; the Church shall in addition pay the amount of any VAT properly chargeable in respect of it.
6. The final date for payment of each duly invoiced amount, including VAT, shall be 21 days after the date of receipt by the Church of that invoice.
7. The Contractor will provide on request a VAT invoice to the parish, to enable the parish to apply for grant aid for the VAT element of the invoice, if eligible.

Indemnities & Insurance

Liability of Contractor – personal injury or death

8.1. The contractor shall be liable for, and shall indemnify, the Church against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person arising out of in the course of or caused by the carrying out of the works, except to the extent that the same is due to any act or neglect of the Church or of any person for whom the Church is responsible.

Liability of Contractor – injury or damage to property

9.1. The Contractor shall be liable for, and shall indemnify the Church against, any expense, liability, loss, claim or proceedings whatsoever in respect of any loss, injury or damage whatsoever to any property real or personal (other than loss, injury or damage to the Works or site materials) insofar as such loss, injury or damage arises in the course of or by reason of the carrying out of the works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any person employed or engaged by the Contractor on or in connection with the Works or any part of them.

Contractor's insurance

10. The Contractor shall prior to commencing work under this Contract:
 - 10.1. take out and maintain until completion of the works a “contractor’s all risks” policy in the names of the Contractor and the Employer for the full reinstatement cost of the works; and
 - 10.1 take out and maintain until the expiry of the Rectification Period or (if later) completion of making good in accordance with clause 3.1 public liability insurance for death or injury to people and damage to property, under which the limit of indemnity for any one occurrence or series of occurrences arising out of one event is not less than the amount specified in the Contract Particulars; and shall on request promptly produce to the Church such evidence as the Church may reasonably require to establish that such policies have been duly effected and maintained.

Termination

11. Each party (“the terminating party”) shall be entitled by written notice to the other party to terminate the Contractor’s employment under the Contract forthwith if the other party at any time:

11.1. is in material breach of his obligations under the Contract which he fails to rectify within 7 days of a written warning from the terminating party specifying the breach and requiring that it be remedied within that period; or

11.2. is insolvent.

In the event of such termination the terminating party shall be entitled to recover from the other party the amount of any resultant loss, damage and/or expense incurred by the terminating party which he would not have recovered had the Contract been duly performed in full.

11.3. The provisions of this section are without prejudice to any other rights or remedies available to either party.

[end]

GUTTER CLEARANCE SCHEME VISIT: CONTRACTOR'S CHECKLIST

(to be completed by the Contractor's operatives and given to the representative of the church being visited on completion)

CHURCH:

name of church &

location

DATE OF VISIT

CONTRACTOR

ie name of the firm making the visit

Operatives

ie names of the operatives making the visit

WORK PERFORMED

(refer to specification)

Nave Gutters & Downpipes

describe work done eg "cleared and tested"

AND any anomalies noted eg "downpipe at west end leaking"

please take a photo of any obvious anomaly

North side	
South side	
Other	
<i>confirm before & after photos taken?</i>	<input type="checkbox"/>

please take a photo of any obvious anomaly

Location of Aisle/Valley Gutter/Downpipe:

confirm before & after photos taken?

Location of Aisle/Valley Gutter/Downpipe:

confirm before & after photos taken?

**ABOVE-GROUND
DRAINAGE
CHANNELS**

SOUTH SIDE

*enter work done &
comments, or enter
"n/a" if none*

NORTH SIDE

WEST SIDE

EAST SIDE

OTHER

ANY OTHER COMMENTS

please enter here any other comments the contractor's operatives wish to make eg "access to downpipe at west end of north aisle very difficult due to overgrowing shrubs"

I performed the work described above on the date indicated:

NAME (PRINT)

(ie name of operative the visit)

doing

SIGNED

(Please give a copy of this checklist to the representative of the church being visited at the time of the visit or shortly thereafter)