

Code of conduct for practices on site – Maintenance Partners and Contractors

SS-GDL-106

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1. About this code of conduct

The **Code** of conduct for practices on site – Maintenance Partners and Contractors (code) provides obligations governing your behaviour when performing works or services on behalf of Kāinga Ora – Homes and Communities (Kāinga Ora). This code is to be read alongside your contractual, legal and regulatory compliance obligations with respect to works and services, health and safety and environmental protection and does not replace or minimise any of those obligations.

As a contracted supplier of works or services, you are an extension of the **Kāinga** Ora customer service delivery and you represent the values and expectations of our organisation. You are responsible for the conduct of your employees, subcontractors, subcontractors' employees, suppliers, suppliers' employees and visitors when engaged on contract works or services. This code applies equally to you and all those under your control and direction as part of your contract with Kāinga Ora.

You must ensure that all individuals under your control and direction are fully informed of these obligations and that you establish assessment activities to provide you with assurance that these obligations are being followed at all times. The summary contained in Appendix 1 is included for quick reference only, and should not be treated as a complete representation of the obligations in this code.

Each part of the maintenance provision chain must have a contract representative who would normally be directly employed by the organisation who has the contract with Kāinga Ora (such as a site supervisor and/or contract administrator). The contract representative is responsible for ensuring that Kāinga Ora is informed or consulted in a timely way concerning any of the relevant matters set out in this code.

Kāinga Ora may be represented by a Kāinga Ora employee holding an appropriate position (for example, your Kāinga Ora maintenance regional manager, a tenancy manager or a maintenance supervisor) to provide instruction on any of the relevant obligations set out in this code.

Obligations under this code may be different depending on whether the site is an occupied or unoccupied property and it also extends to common property, including driveways. This code deals with each of these situations in the following sections.

This document combines the previous guidelines below:

- Code of Conduct for Contractors (SS-GDL-005) – now archived
- Code of Conduct for Maintenance Partners (SS-GDL-106) – the name by which this document was previously known.

2. General obligations for all properties

The obligations under this section apply to all works and services engaged by Kāinga Ora or carried out on Kāinga Ora land.

Treat public with courtesy and respect

Kāinga Ora expects site visitors and the public to be treated with courtesy and respect at all times. Full consideration must be given to the health, welfare, safety, security and convenience of site visitors, customers and members of the public that might be affected by the works.

Language and dress

Ensure that you and any individuals under your control or direction maintain a reasonable standard of dress and a neat and tidy personal appearance when visiting or working at a Kāinga Ora property. In particular, footwear must be cleaned of mud, paint and other damaging matter before entering any property.

Do not use bad language or allow bad language to be used on site.

Identification cards

An official and current identification (ID) card identifying the contractor as Kāinga Ora maintenance partner approved must be available whenever working on site.

Temporary ID cards can be issued to those personnel undertaking short term work for Kāinga Ora and are equivalent to an official ID card.

ID cards must be presented upon entering a property to customers and to any Kāinga Ora employee on request.

Animals

Animals must not be brought on site.

Children and unauthorised persons

Children and any other unauthorised persons must not be brought on site.

Noise limitations

Noise that might affect residents in the vicinity of the site should be minimised.

Any specific noise limitation request is to be taken into consideration when planning and carrying out work.

Noise limitation set by consents and the Resource Management Act 1991 shall also be captured during the planning phase.

No smoking

Smoking by contractors is prohibited inside and outside all occupied properties and inside unoccupied properties.

Security

You should leave the site and/or property in a secure state when unattended. When carrying out the services or works, take all reasonable security precautions against theft, breakage or damage of all goods, property and equipment.

Parking

Vehicles should not be parked on any verge, or obstruct any driveway, crossing or roadway. Damaging grass by driving vehicles on soft ground should be avoided.

You must adhere strictly to any requirement of a local authority regarding the use of roadways, verges or pathways, including any requirement or instruction to pay for footpath crossings or repair damage.

Be aware of the possible presence of children when manoeuvring vehicles on or around the site. Ensure children are safe before moving, and especially reversing, any vehicle.

Lifts

You must comply at all times with any notice or instruction displayed in any lift on the site. If you are using a lift that is not a goods lift for anything other than carrying passengers, you must use appropriate lift protection equipment.

Contractor communications with customers

You must not comment on matters personal to any customers (such as their conduct, appearance, ethnic origin or standard of housekeeping) with members of the public, media or customers.

It is expected you will only discuss matters relating to the contract, Kāinga Ora policy or Kāinga Ora operational procedures to explain process, management of risks or work methodology.

It is expected you will introduce yourself and explain what works you are at the property to undertake.

Notification and emergencies

If there is any immediate danger to life or property, which you cannot properly deal with, you must summons the appropriate emergency service.

You must report any matters of concern or an emergency situation to the Kāinga Ora representative under the contract.

Compliance with contract documents

In addition to the specific issues identified in this code, you must carry out all activities in accordance with the contract, any applicable licences or consents, all applicable laws, regulations and by-laws, the requirements of any authority, and with due regard to the rights and expectations of Kāinga Ora, its customers and the public.

Where Kāinga Ora has not provided codes, guidelines or policies in relation to undertaking activities or managing risks on site, then current applicable codes, guidelines, standards and policies published by WorkSafe New Zealand, the Ministry of Health, the Ministry of Business, Innovation and Employment, the Environmental Protection Authority and New Zealand Standards or similar organisations will apply.

If in doubt as to the application of any particular code, guideline or policy to a specific activity or risk, you should clarify the applicability with the Kāinga Ora representative under the contract.

3. Occupied property

Application

In addition to the general obligations in this code, this section outlines your obligations to Kāinga Ora customers when performing services or undertaking works on occupied property owned or leased by Kāinga Ora.

Customers include those people who have signed tenancy agreements with Kāinga Ora in relation to a rental property and any other person who is lawfully occupying a Kāinga Ora property.

Hours of work

Work may only be carried out on site between 8am and 5pm Monday to Friday. Work on weekends or public holidays or after hours is only permitted with the express prior approval of the customer along with the Kāinga Ora representative and must comply with local authority requirements and restrictions relating to construction work (including but not limited to noise restrictions).

This time restriction does not apply for urgent health and safety or urgent responsive maintenance work as instructed by Kāinga Ora, or if otherwise agreed by the customer in writing.

Treat our customers with courtesy and respect

Kāinga Ora's tenants are its customers and Kāinga Ora is committed to providing a consistent and quality service to all its customers. We expect that as a contractor you will treat our customers as if they are your customers.

Customers and their visitors are to be treated with courtesy and respect at all times. Full consideration must be given to their health, welfare, safety, security and convenience. Disruptions to customers are to be minimised.

Notice to customers

You must ensure that a Kāinga Ora representative provides the customer with a minimum of two days' notice of the intention to carry out any services or work on any occupied property or adjacent common property which will be impacted by works, except where:

- the work is urgent health and safety work or urgent responsive maintenance

- the work is not urgent responsive maintenance but the customer has communicated their work request to the Kāinga Ora Representative who has then instructed you and a time has been agreed between you and the customer for you to access the property that is within the two day notice period.

You should ensure that the appointment with the customer is kept on the day and time as notified. If physical work is not to start immediately, agree with the customer during the visit of the day and time when it will start.

Where you are informing the customer about when work will be undertaken and completed, ensure any commitment made to the customer is realistic. This communication shall be captured on the Customer and contractor agreement (M-323) form, the requirements for distribution and record retention are outlined at the bottom of the M-323 form.

Use of customer services and facilities

You must obtain prior, documented agreement from the customer before using their power, gas, or water. If you know you will need to use the customers' power, gas or water, you must include the information in the notice to the Kāinga Ora representative. You are expected to have your own mobile phones and therefore use of the customers' phones should not be required.

You must have permission from the customer to use facilities such as toilets, wash basins, stoves, and hot water. You must not consume food in the home.

Access during customer absence

You must leave a calling card with your name, company name, contact number, time and reason for calling if the customer is not home when you arrive.

You must obtain prior written permission via a Kāinga Ora representative to work in the customer's home during their absence and arrange access during this time. You must only enter the property where the customer is absent once you have the required permission of a Kāinga Ora representative.

While at a property where the customer is absent, you must not invite or allow any individual to access the rental property other than those directly required to perform work under the contract.

Customer belongings

Take all reasonable precautions against theft, breakage or damage of all goods, property, equipment, furniture and chattels belonging to the customer.

You must protect furniture, fittings and other chattels (including flooring) from dirt and damage (for example dust and paint) with the use of suitable, clean coverings while work is being carried out. Never utilise customer's furniture as a means of access or for working at height.

You must immediately report any damage to customers' belongings to a Kāinga Ora representative. If requested to do so, you must remedy any such damage (either by repair

or replacement) to the satisfaction of a Kāinga Ora representative as soon as reasonably possible.

Shifting customer belongings

You may only shift furniture, fittings and chattels where it is necessary in order to do the work or protect the furniture, fittings and chattels. Where the customer is present, you must advise the customer before you shift any item. Customers may choose to offer assistance.

Where the customer will not be present, you should make best endeavours to advise the customer if furniture fittings and chattels will need to be moved.

Any furniture, fittings or other chattels that are shifted must be returned to their original location as soon as practicable after the work is complete.

Facilities available to customer

When essential services need to be interrupted to carry out work, you must consult with the customer and ensure satisfactory alternative arrangements are made with them before starting the work. If you cannot reach agreement on alternative arrangements, you must refer the matter to a Kāinga Ora representative for resolution.

Unless otherwise agreed, bathrooms, toilets, kitchens, laundries, bedrooms and essential services (power, water, gas and phone) are to be left in a useable state before you leave the site at the end of each working day.

Site controls

Where possible, dismantle your work area and otherwise leave the site in a safe and tidy state when you leave the site at the end of each working day.

Waste must be securely and safely contained while it remains on site and where practical removed from site at the end of each day.

When the work is complete (or earlier where it is feasible to do so), you must not leave any material containing hazardous substances (for example asbestos, paint and treated or painted timber) on site even if requested to do so by a customer.

You must remove all rubbish and site waste from the site and leave the site in a clean and tidy condition.

Animals

Customers are responsible for ensuring their animals are tied up and securely contained so that the animal does not endanger you or interfere with your work. All dogs must be secured regardless of the perceived threat.

Do not enter the property if you feel endangered by an animal on site and/or the animal is not secured. Instead, you should leave and advise a Kāinga Ora representative as soon as possible of the presence of the animal at the property.

Noise limitations

Take care to minimise noise that might affect customers. You must not use a radio without permission of the customer.

Any specific noise limitation request from a customer is to be taken into consideration when planning and carrying out work. If agreement cannot be reached, you must refer the matter to a Kāinga Ora representative for resolution.

Storage

You must obtain permission from the customer before placing any site office, storage container, rubbish skip, portaloos or other facility on the grounds of the property.

Parking

You must obtain permission from the customer before parking any vehicle on the grounds of their rental property. Where permission cannot be obtained you must park in the street or nearest public parking area.

Additional work

Before carrying out an additional work, the contractor must establish that:

- the work meets the required Kāinga Ora standards
- the work can be completed by the same trade type
- the trade has the available/sufficient materials on site to undertake the work
- the customers' availability is not impacted
- the next customers' job is not going to be impacted
- the work is minor in nature.

However, if the additional work is required to protect customers or the public from danger or health and safety impacts or is to comply with health and safety in the workplace legislation, exception can be made.

Where works cannot be completed as part of the current work undertaken on site, Kāinga Ora expects the contractor or delegate to inform Kāinga Ora and manage follow on works expectations with the customer.

Anti social behaviour

Kāinga Ora customers whose behaviour poses a threat to personal safety are risk rated. This information will be provided by the Kāinga Ora representative as nominated under your contract and should be incorporated as part of the risk controls under that contract.

You will need to liaise with Kāinga Ora to obtain the details of any customers in any of the above categories.

This information is highly confidential and you must maintain strict control on the distribution and storage of this information at all times, in line with the confidentiality requirements of your contract.

Customer activities

Report any matters of concern relating to customer activities to the appropriate Kāinga Ora representative. Matters of concern would include:

- illegal activity
- any activity that may result in injury to a person or to property.

Disputes with customers

If a dispute or any other problem arises with a customer and an amicable resolution cannot be reached, do not argue, but immediately withdraw from the site.

If such a situation occurs, you should immediately notify your contract representative who must then immediately notify a Kāinga Ora representative, who will assist with a resolution.

4. Unoccupied property

Application

In addition to the general obligations in this code, this section outlines your obligations when performing services or undertaking work on an unoccupied property, which may be owned by Kāinga Ora and you are engaged to carry out works or services on its property.

Hours of work

Work may only be carried out on site in accordance with local authority bylaws and specific consent requirements.

Access to void properties

While at the unoccupied property, you must not invite or allow any individual to access the property other than those directly required to perform work under the contract. Kāinga Ora may engage with the contractor during the final stages of void works to allow access to prospective customers to view the property. Access to property will only be granted when construction works are complete and risk from onsite activities is considered low.

Site dismantling, cleaning and rubbish removal

You must:

- dismantle or secure (where dismantling is not practical) your work area and leave the site in a safe and tidy state when you leave the site at the end of each working day
- manage rubbish, site waste and dispose off site correctly to ensure the site is safe and well maintained
- not leave any material containing hazardous substances (for example asbestos, paint and treated or painted timber) on site

- notify the customer when the work has been finished.

Damage or loss

You should immediately advise a Kāinga Ora Representative of any damage or loss that occurs while carrying out services or contract works at a Kāinga Ora site. If the damage or loss is due to illegal activity it is expected the relevant authority will be contacted e.g. police in case of theft.

5. Supporting information

This document works in conjunction with other Kāinga Ora contract reference material. The following reference documents provide useful information and context to assist our maintenance partners in completing and submitting appropriate requirements of the contract.

Forms

- [Customer and contractor agreement \(M-323\)](#)

Acts

- [Resource Management Act \(1991\)](#)

6. Document control

Version release

Current and previous versions of this document are stored in our document management system, and are managed by the Technical Writing team. For any queries, contact busdoc@kaingaora.govt.nz

| Version | Reason for change |
|---------|---|
| V2 | Re-named Integration of Code of Conduct for Contractors (SS-GDL-005) |

SME review

| Name | Designation | Date |
|-----------------|---------------------------------------|------------|
| Mike Ashby | Manager – Systems and Insights | 17/07/2024 |
| Maxine Ritchie | Contracts and National Supply Manager | 17/07/2024 |
| Selma Giachetti | Manager – Information and Documents | 22/07/2024 |

Endorsers

| Legal | Designation | Date |
|----------------|-------------------------------|------------|
| | | |
| Business Owner | Designation | Date |
| Julie Bukutu | Manager – Strategic Contracts | 12/07/2024 |

Keywords for Atamai

Information architecture

QMS Documentation > SS – Support Safety Security – Manage health safety and security > Guidelines



Summary of

CODE OF CONDUCT FOR MAINTENANCE PARTNERS

Summary of the Code of conduct for maintenance partners

This summary is included for quick reference only, and should not be treated as a complete representation of the obligations in this code that you and the individuals under your control and direction are required to follow.

All properties

You must always:

- treat the public with courtesy and respect
- introduce yourself and explain what works you are at the property to undertake
- maintain a reasonable standard of dress and a neat tidy appearance
- clean footwear of mud, paint and debris before entering any property. Use of shoe covers should be considered when entering a home
- carry a current identification card and show the card to any customer or Kāinga Ora employee who asks to see it
- minimise noise wherever possible
- secure the site, property, goods and equipment
- check for children when moving vehicles, especially when reversing
- call the emergency services if there is immediate danger to life or property that you cannot properly deal with
- report any matters of concern or emergency situations to Kāinga Ora
- follow guides for your industry issued by WorkSafe New Zealand or other governmental organisations
- maintain strict control of the distribution and storage of highly confidential information such as customer details at all times
- notify the customer when the work has been finished.

You must not:

- use bad language in the presence of any customer, site visitor or member of the public
- bring any children, unauthorised persons or animals onto the property
- smoke in or around the property
- park on any verge or block any driveway, crossing or roadway
- damage grass by driving vehicles on it
- invite or allow any individual to access the rental property other than those directly required to perform work under the contract if the customer is absent
- speak to any members of the public, media about the contract, customers, Kāinga Ora policy or Kāinga Ora operations.

Occupied properties

You must always:

- leave a calling card with your name, company name, contact number, time and reason for calling if the customer is not home when you arrive
- only work between 8am and 5pm Monday to Friday unless approved by Kāinga Ora
- show your identification card to the customer before entering their home
- treat customers with courtesy and respect as if they were your customer
- consider customers health, welfare, safety, security and convenience
- minimise disruptions to customers
- give customers at least two days notice, except when the work is urgent health and safety work, an urgent responsive maintenance or the customer has requested the work and has agreed a time for you to access the property
- make sure appointment times and dates are realistic
- turn up on the time and day notified to the customer
- obtain the documented permission from customer:
 - to work on the home if they will be absent and arrange access. If this cannot be arranged you must contact Kāinga Ora as soon as possible
- ensure that when you are taking photographs as part of your work (at the beginning, during and at the end), you only capture defects and works undertaken. This will ensure our customer's privacy is maintained i.e. their belongings are not photographed and they are not photographed.
- obtain verbal permission from customer:
 - before using their power, gas, water or telephone
 - to use facilities or to eat in a customer's home
 - to shift furniture, fittings and other chattels
 - to place any site office, storage container, rubbish skip or other facility on the grounds of their rental property
 - to park any vehicle on the grounds of their property
 - before using a radio
 - to do work on weekends
- explain the job completion process, management of risks and work methodology
- consult with the customer and ensure satisfactory alternative arrangements are made if essential services need to be interrupted to carry out work
- take all reasonable precautions against theft, breakage or damage of all property belonging to the customer
- protect the furniture, fittings and other chattels including flooring from dirt and damage with clean coverings
- report any damage to customer belongings to Kāinga Ora
- leave the property (including power, water, gas and phone) in a useable state at the end of each working day

- secure and safely contain all site waste and rubbish
- make sure the customer has tied up and securely contained any animals so they do not endanger you or interfere with your work
- take any specific noise limitation request from a customer into consideration when planning and carrying out work
- notify Kāinga Ora if you notice that other work is required to protect the health and safety of customers or prevent damage to the property
- immediately withdraw from the property if a dispute or other problem arises with a customer and notify your contract representative who must then notify Kāinga Ora
- notify the customer when the work has been finished.

You must not:

- work on weekends or public holidays unless approved by Kāinga Ora (for example urgent health and safety or urgent responsive maintenance work)
- allow any individuals to enter the property if the customer is absent unless they are required to access the property to perform work under the contract
- use customer's furniture as a means of access or for working at height
- leave any material containing hazardous substances (for example, asbestos, paint and treated or painted timber) on site even if requested to do so by a customer
- enter a property if an animal on site is not secured. Instead leave and advise a Kāinga Ora Representative as soon as possible of the presence of the animal at the property
- discuss the condition of any rental property with the customer or comment on matters personal to the customer.
- argue with the customer if a dispute or other problem arises.

Unoccupied properties

You must always:

- only work at site on days and times in accordance with local authority bylaws and specific consent requirements
- keep the site tidy during work. Dismantle your work area and leave the site safe and tidy at the end of each working day
- immediately advise Kāinga Ora of any damage or loss that occurs to Kāinga Ora or private property.

You must not:

- allow any individuals to enter the site unless they are required to access the property to perform work under the contract or undertake inspections or surveys
- allow access to property except when construction works are complete and risk from onsite activities is considered low. Kāinga Ora may engage with contractor during final stages of void works to allow access to prospective customers to view the property.