



# GUTTERCLEAR

Further Information Pack

October 2016: issue 4

This Information Pack contains more detailed information about GutterClear, the scheme for clearing the gutters and downpipes of Churches and other all other places of worship in the Gloucestershire area.

## ***Why the scheme was set up***

GutterClear was set up to make it easy to bring the full benefits of routine maintenance to churches in the Diocese of Gloucester. (In his information pack, we have used the term “church” to denote all places of worship of all faiths and denominations, to whom the scheme is open).

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 distinguished the building, the greater the expense.

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

The Diocese of Gloucester has nearly 400 parish churches that are some of the most glorious historic buildings in Britain. Many are six hundred years old or more and have been the focus of Christian worship, and of the communities in which they stand, for generations.

Equally, the area has a rich heritage of non-conformist chapels and there are also synagogues and mosques, all with their own unique contribution to the area.

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 church buildings functioning efficiently.

### **Routine care is getting more difficult ... so we need to find new solutions**

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

The first is the growing impact of 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.

Secondly, some congregations report that it is difficult to get building contractors to carry out routine maintenance work, as they can usually obtain more profitable repair work elsewhere.

Thirdly, some congregations say they are less able to find members who can climb staircases and ladders to carry out routine maintenance tasks.

GutterClear overcomes these problems by providing a simple, no-frills service which addresses two of the most

important, and vulnerable, elements of the building: gutters and downpipes.

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 GutterClear scheme works**

The basic idea is that the Diocese puts the church 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 the 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.

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. You can ask for a quotation for Smart Water, or additional access for other purposes (eg access for replacing light bulbs).

## **The Visit**

If you accept the quotation, the contractor will arrange a date and time. 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 priest and keyholders - so that access is straightforward and time is not wasted finding someone to open a door or gate.

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 for the architect is to the areas the contractor will need to visit for the GutterClear 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 save?**

This is difficult to estimate, but the Diocese of London found that every £1

spent on well-planned preventative maintenance can save more than £20 or more in repair bills, within five years.

For this reason the Diocese of London, and other Dioceses, have also set up gutter maintenance schemes. Details of London's scheme can be found at: [www.london-anglican.org.uk/gutters](http://www.london-anglican.org.uk/gutters)

The scheme was a natural partner of the "**Faith in Maintenance**" courses formerly run by the Society for the Protection of Ancient Buildings (SPAB). Further details of these courses for volunteers concerned with the care of places of worship can still be found at: <http://www.spabfim.org.uk>

Historic England's web site is at: <https://www.historicengland.org.uk/advice/caring-for-heritage/places-of-worship/>

**Contact the Contractors direct by any of the methods below. Their details are also on the GutterClear web site at:**

[www.gutterclear.org.uk](http://www.gutterclear.org.uk)

- Forrester Access Ltd  
Unit 4, Coln Park Industrial Estate  
Andoversford, Cheltenham  
Gloucestershire GL54 4HJ

T: 01242 820926 (answer machine)  
M: 07966 665771 (Rob Forrester)  
M: 07595 894254 (Jez)

[www.forresteraccess.co.uk](http://www.forresteraccess.co.uk)

- R.L. Oakey & Son  
1 Station Villas  
Blakeney  
Gloucestershire  
GL15 4EB

T: 01594 510442  
M: 07790 308838

[www.oakey-dokey.co.uk](http://www.oakey-dokey.co.uk)

- Practical Roofing Ltd  
Badsey Hall  
Badsey  
Worcestershire  
WR11 7EJ

T: 01386 834032

email: [info@practicalroofing.co.uk](mailto:info@practicalroofing.co.uk)

[www.practicalroofing.co.uk](http://www.practicalroofing.co.uk)

**The Diocese's administrator for GutterClear is:**

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Adam Klups  
Church House  
College Green  
Gloucester GL1 2LY

Email: [aklups@glosdioc.org.uk](mailto:aklups@glosdioc.org.uk)  
Direct Line: 01452 835567

# Appendix: Agreement between Church and Contractor

## Format: Letter from Contractor to Church

Dear [Name]

### Agreement for GutterClear 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 “GutterClear” maintenance visit. If you accept these terms and conditions, please sign and return the attached copy of this letter.

### Contract Particulars

Building(s) to receive maintenance	[Insert name of church]
Number of Visits to be made	[1]
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;
2. to provide us with all information reasonably necessary to make these visits

efficient, safe and effective. In particular, to comply with Health & Safety legislation, you agree to provide us in advance with any other information in your possession (and reasonably obtainable) about the site or the Work which is relevant to ensuring, so far as is reasonably practicable, the health and safety of anyone engaged in providing the services under this agreement or anyone else likely to be affected by them;

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**

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**

The Diocese encourages Church of England parishes 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.

There is 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.

## **Additional Work & Repairs**

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 additional charges will be payable.

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;
  - 1.2. fill/rake over any tyre tracks, indentations from plant tracks, ladder feet etc; and
  - 1.3. make good any damage caused to the building fabric sustained as a result of the works.

#### **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 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 Contractor 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 Price 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 Site /loose/missing eaves boards, soffits or rainwater goods, or any other such defects or blockages observed to elements outside the scope of this specification, notably underground drains fascia

### **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 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**

### **Definitions & Interpretation**

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

<b>Term</b>	<b>Definition</b>
Church	Means the place of worship named in the Contract Particulars
	Means the party named in the contract as such
Contract	Means the particulars set Particulars out above
Price	Means the price quoted to the Church and

	accepted by it
Rectification	Means a period of 21 Period days following receipt of [xxx]
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 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. 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. 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 out of 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

10.2 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 contractors’ 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 or 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.