



# Kāinga Ora Supplier Code of Conduct

## For Suppliers of Works and Services

Date: January 2020

Note:

All previous versions of the Code of Conduct are superseded.

# KĀINGA ORA SUPPLIER CODE OF CONDUCT

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## 1. ABOUT THIS CODE OF CONDUCT

This *Code of Conduct* (Code) provides a set of rules governing your behavior when performing works or services on behalf of Kāinga Ora or on Kāinga Ora land. This Code is to be read alongside your contractual, legal and regulatory compliance obligations with respect to the works and services, health and safety and environmental protection and in no way replaces or minimises any of those obligations.

As a contracted supplier of works or services (Contractor) you are an extension of Kāinga Ora's service delivery arm to its tenants 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 and this Code applies equally to you and all those under your control and direction as part of your contract (Contract) with Kāinga Ora.

You must ensure that all individuals under your control and direction are fully informed of these rules and establish assessment activities that provide you with assurance that the rules 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 rules in this Code that you and the individuals under your control and direction are required to follow.

Each contractual chain must have a Contract Representative(s) who would normally be directly employed by the organisation with 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 project manager) to provide instruction on any of the relevant matters 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.

## 2. GENERAL

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

### 2.1. 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 and members of the public that might be affected by the works.

## **2.2. LANGUAGE AND DRESS**

Ensure that you and 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 site.

Do not use or allow bad language in the presence of any tenant, site visitor or member of the public.

## **2.3. ANIMALS**

Animals must not be brought on site.

## **2.4. CHILDREN AND UNAUTHORISED PERSONS**

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

## **2.5. NOISE LIMITATIONS**

In addition to any applicable contractual and legal requirements that must be complied with, any specific 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.

## **2.6. NO SMOKING**

Smoking by contractors is prohibited in and around all tenanted sites.

## **2.7. SECURITY**

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

## **2.8. 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.

## **2.9. 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.

## **2.10. CONTRACTOR PERSONNEL NOT TO COMMENT**

You must not, in any circumstances, comment on or discuss any matters relating to the Contract, Kāinga Ora policy, Kāinga Ora operations or any matters personal to any tenants (such as their conduct, appearance, ethnic origin, and standard of housekeeping) with members of the public, media or tenants.

Any information pertinent to the work or Kāinga Ora must be reported as soon as possible. Requests for information must be referred back to Kāinga Ora. This includes but is not limited to property history information.

## **2.11. NOTIFICATION AND EMERGENCIES**

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

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

## **2.12. 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 tenants 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, Ministry of Health, Ministry of Business, Innovation and Employment, Environmental Protection Authority, 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's Representative under the Contract.

# **3. OCCUPIED SITES**

## **3.1. APPLICATION**

In addition to the general obligations in this Code, this section outlines your obligations to Kāinga Ora tenants when performing services or undertaking works on occupied sites owned or leased by Kāinga Ora. Tenants 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 rental property.

## **3.2. HOURS OF WORK**

Work may only be carried out on site between 8am and 5pm Monday to Friday, with hours outside these hours permitted with the prior approval of Kāinga Ora. Work on Sundays or public holidays is only permissible with the express prior approval of the tenant, 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 tenant in writing.

### **3.3. TREAT TENANTS 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 you as a contractor to treat tenants as if they are your customer.

Tenants 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 tenants are to be minimised.

### **3.4. NOTICE TO TENANTS**

You must ensure that a Kāinga Ora representative provides the tenants with a minimum of two (2) days' notice of the intention to carry out any services or work on any occupied property or adjacent common property, except where:

- the work is urgent health and safety or urgent responsive maintenance; or
- the work is not urgent responsive maintenance but the tenant has communicated its work request to the Kāinga Ora representative who then instructed you, and you and the tenant have agreed a time for you to access the property that is within the two day notice period.

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

Where you are informing the tenant about when work will be undertaken and completed, ensure any commitment made to the tenant is realistic. The process for informing tenants requires prior approval from Kāinga Ora.

### **3.5. USE OF TENANT SERVICES AND FACILITIES**

You must obtain the tenant's prior, written agreement to use the tenant's power, gas, or water. If you know you will need to use the tenant's 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 tenants' phones should not be required.

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

### **3.6. ACCESS DURING TENANT ABSENCE**

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

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

While at the unoccupied property, you must not invite or allow any individual to access the rental property other than those directly required to perform work under the Contract.

### **3.7. TENANT BELONGINGS**

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

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

You must immediately report any damage to tenants' 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.

### **3.8. SHIFTING TENANT BELONGINGS**

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

Where the tenant will not be present, you should make best endeavors to advise the tenant 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.

### **3.9. FACILITIES AVAILABLE TO TENANT**

When essential services need to be interrupted to carry out work, you must consult with the tenant and ensure satisfactory alternative arrangements are made with them before starting the work. If agreement on alternative arrangements cannot be reached, 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.

### **3.10. 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. Hazardous substances must be securely and safely contained or removed from site at the end of each day.

Waste must be securely and safely contained while it remains on site.

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 tenant.



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

### **3.11. ANIMALS**

Tenants are responsible for ensuring their animals are tied up and securely contained so the animal(s) does not endanger you or interfere with your work. You should not enter the property if you feel endangered by an animal on site and/or the animal is not secured. Instead, you may leave and advise a Kāinga Ora representative as soon as possible of the presence of the animal at the property.

### **3.12. NOISE LIMITATIONS**

Take care to minimise noise that might affect tenants. You must not use a radio without the tenant's permission.

Any specific noise limitation request from a tenant 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.

### **3.13. STORAGE**

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

### **3.14. PARKING**

You must obtain permission from the tenant before parking any vehicle on the grounds of their rental property.

### **3.15. ADDITIONAL WORK**

You will only perform services or work that has been authorised by Kāinga Ora under your Contract. However, if you notice that other work is required to protect the health and safety of tenants or prevent damage to the property, you should inform a Kāinga Ora representative, by phone if work is immediately required or otherwise through your standard Contract process for notifying Kāinga Ora of the need for additional work.

If the tenant requests additional work, you should advise them that you are currently only authorised to carry out work that is under your Contract or otherwise required by Kāinga Ora. You should also advise the tenant to request the new work by contacting the Kāinga Ora Customer Service Centre, or their Tenancy Manager.

### **3.16. ANTI SOCIAL BEHAVIOUR**

Kāinga Ora tenants 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 tenants 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.

### **3.17. TENANT ACTIVITIES**

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

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

### **3.18. DISPUTE WITH TENANT**

If a dispute or other problem arises with a tenant 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 SITES**

### **4.1. APPLICATION**

In addition to the general obligations in this Code, this section outlines your obligations when performing services or undertaking work on unoccupied sites, which may be owned by:

- Kāinga Ora and you are engaged you to carry out works or services on its sites; or
- a developer from whom Kāinga Ora is purchasing the property on completion of a development project and does not have ownership of the property or control over the site at the time.

### **4.2. HOURS OF WORK**

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

### **4.3. ACCESS**

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.

### **4.4. SITE DISMANTLING, CLEANING AND RUBBISH REMOVAL**

You must:

- Dismantle or secure 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 and site waste should be managed effectively 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; and
- remove all rubbish and site waste from the site and leave the site in a clean and tidy condition.

#### **4.5. DAMAGE, LOSS**

You should immediately advise a Kāinga Ora representative of any damage or loss that occurs while carrying out services or contract works at the Kāinga Ora site.

## Appendix: Summary Code of Conduct

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

### 1. ALL PROPERTIES

#### 1.1. YOU MUST ALWAYS

Treat the public with courtesy and respect.

Maintain a reasonable standard of dress and a neat tidy appearance.

Clean footwear of mud, paint and debris before entering any property.

Carry a current Kāinga Ora identification card and show the card to any tenant or Kāinga Ora employee who asks to see it.

Minimise noise everywhere possible.

Secure the site, property, goods and equipment.

Check for children when moving vehicles, especially when reversing.

Call the emergency services if 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 tenant details at all times.

#### 1.2. YOU MUST NOT

Use bad language in the presence of any tenant, 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.

Speak to any members of the public, media or tenants about the Contract, Kāinga Ora policy or Kāinga Ora operations.

## 2. OCCUPIED PROPERTIES

### 2.1. YOU MUST ALWAYS

Leave a calling card with your name, company name, contact number, time and reason for calling if the tenant is not home when you arrive.

Only work between 8am and 6pm Monday to Saturday unless approved by Kāinga Ora.

Show your identification card to the tenant before entering their home.

Treat tenants with courtesy, respect and as if they are your customer.

Consider tenants' health, welfare, safety, security and convenience.

Minimise disruptions to tenants.

Give tenants at least two (2) days' notice, except when the work is Urgent Health and Safety or Urgent Responsive Maintenance or the tenant 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 tenant.

Obtain the tenant's written permission:

- 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.

Obtain the tenant's verbal permission:

- before using their power, gas, water or telephone;
- to use facilities or to eat in a tenant'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; and/or
- to do work on a Sunday.

Consult with the tenant 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 tenant.

Protect the furniture, fittings and other chattels including flooring from dirt and damage with clean coverings.

Report any damage to tenant's belongings to Kāinga Ora.

Leave the property (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 tenant 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 tenant into consideration when planning and carrying out work.

Only perform service or work that has been authorised by Kāinga Ora under your Contract.

Notify Kāinga Ora if you notice that other work is required to protect the health and safety of tenants or prevent damage to the property.

Immediately withdraw from the property if a dispute or other problem arises with a tenant and notify your Contract Representative who must then notify Kāinga Ora.

## **2.2. YOU MUST NOT**

Work on Sundays or public holidays unless approved by Kāinga Ora (e.g. Urgent Health and Safety or Urgent Responsive Maintenance work).

Allow any individuals to enter the property if the tenant is absent unless they are required to access the property to perform work under the Contract.

Use tenant's furniture as a means of access or for working at height.

Leave any material containing hazardous substances (e.g. asbestos, paint and treated or painted timber) on site even if requested to do so by a tenant.

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 tenant or comment on matters personal to the tenant.

Argue with the tenant if a dispute or other problem arises.

## **3. UNOCCUPIED PROPERTIES**

### **3.1. 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.

### **3.2. 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.