



Policy:	Gas Safety Policy
Health & Safety	
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1. Purpose

- 1.1 The aim of this Policy is to ensure the effective inspection, maintenance and management of gas systems within premises controlled by the Association. The gas safety system, inspection and monitoring programmes will also include the carbon monoxide monitoring systems which are considered to be an integral part of the gas safety management programme.
- 1.2 All gas servicing, maintenance and repair work will be sub-contracted to an external competent body.
- 1.3 The procedures detailed within this section are intended to facilitate the effective management of the contractor as well as all additional gas safety management issues, ensuring that all reasonable steps are taken to comply with the Health & Safety at Work etc. Act 1974 and the Gas Safety (Installation & Use) Regulations 1998.

2. Definitions

- 2.1 “*Gas Appliance*” – means an appliance for the heating, lighting, cooking or other purposes for which gas can be used. In general, portable or mobile appliances are not covered, except the use of portable or mobile space heaters (e.g. LPG cabinet heaters).
- 2.2 “*Gas Fittings*” – means pipework, valves (other than Emergency Controls), regulators and meters and fittings etc. designed for use by consumers of gas.
- 2.3 “*Flue*” – means a passage for conveying the products of combustion from a gas appliance to the external air.
- 2.4 “*Gas*” – includes natural gas and LPG gas.

3. HSE Advice

- 3.1 The Health & Safety Executive (HSE) Gas Safety Advice Line will be used to ensure the Association is fully compliant in meeting our gas safety responsibilities. They can be contacted on Tel; 0800 300 363 9.00am to 5.30 pm Monday to Thursday and 9.00am to 5.00pm on Friday.

4. Legislation

- 4.1 The governing legislation for Gas Safety is Gas Safety (Installation and Use) Regulations as amended by the Gas Safety (Installation and Use) (Amendment) Regulations 2018 came into force on 6 April 2018 (the Regulations)
- 4.2 Under Regulation 36 (Duties of Landlords), any gas appliance in a property (other than a gas appliance which a tenant is entitled to remove should they vacate the property) that is owned by the Association and is rented to a tenant must be checked for gas safety within 12 months of its installation and within every subsequent 12-month period thereafter until the appliance is removed or replaced.
- 4.3 The amendment introduced in 2018 introduced a degree of flexibility to the timing of landlords' annual gas safety checks. This change means that landlords can carry out the annual gas safety check in the two months before the due date and retain the existing expiry date. This avoids landlords waiting until the last minute and not gaining access, or having to shorten the annual cycle check to comply with the law. There is no change to the legal requirement for an annual gas safety check or for maintenance to be carried out.
- 4.4 Under Regulation 39 (Exception as to Liability) of GSIUR, the Association will be deemed not to be guilty of an offence under Regulation 36 should it be able to show that "all reasonable steps" were taken to prevent the offence from taking place i.e. to have documented evidence of access attempts. Paragraph 213, which describes the application of Regulation 36, states that "action to gain access does not involve making arrangements for the forced entry into property." However, in certain circumstance the Association under the terms and conditions of the Tenancy Agreement may force access to a property in order to make safe and service an appliance which it owns.
- 4.5 Management of Health and Safety at Work Regulations 1999, as amended
- 4.6 Gas Safety (Management) Regulations 1996
- 4.7 In addition there are other obligations placed on the Association under the Health & Safety at Work Act 1974 and the Housing (Scotland) Act 2001. In formulating and implementing this policy, the Association is committed to meeting statutory requirements, Performance Standards and Best Practice.
- 4.8 Reference should be made to the Health and safety Executive relevant guidance "a guide to landlords' duties: Gas Safety (Installation and Use) Regulations 1998 as amended – Approved Code of Practice and Guidance"
<https://www.hse.gov.uk/pubns/indg285.pdf>

5. Gas Safety Management System

- 5.1 The Association will develop and implement a Gas Safety Management system to demonstrably manage gas safety in properties owned by the Association. Full details of the system are included within our internal procedures.

6. Competent Persons

- 6.1 The Association shall ensure no person is permitted to carry out any works on gas installations unless competent to do so. Current competency is approved by the “Gas Safe Register” (www.gassaferegister.co.uk).

7. Roles and Responsibilities

- 7.1 The Association will appoint a “competent person” (the Operations Manager) to define roles and responsibilities within our internal procedural documents. They will also detail the delivery and administration of our Gas Safety Management System.
- 7.2 This system will allow for maintaining an accurate log of all gas appliances within Association properties, appliances servicing records, contractor monitoring arrangements, gas incidents and other issues as required by this policy.
- 7.3 Appropriate training will be provided as required to permit effective discharging of duties in relation to Gas Management.

8. Contractor Selection and Control

- 8.1 We will define a detailed scope of works for the annual gas servicing and maintenance contract and will follow through a rigorous tendering and contractor selection process. This will include selecting a contractor from existing procured frameworks.
- 8.2 A formal system of contractor monitoring will be established and maintained to ensure the gas safety management system continues to operate in compliance with the agreed scope of works and with documented procedures and that any non-conformances, ineffective arrangements and problem areas are quickly identified and actioned upon.
- 8.3 A defined ‘no access’ procedure will be developed to ensure all reasonable steps are taken by the contractor and the Organisation to meet the 12-month deadline for landlords gas safety checks.

9. Record Keeping

- 9.1 Under current legislation Landlord Gas Safety Records must be kept for a period of 2 years. The Association will establish and maintain a formal system for recording all activity in relation to gas servicing, maintenance, repairs, installations, emergencies and all other relevant gas safety management data. Full details on record keeping are contained within our procedures.

10. Information to Tenants

- 10.1 On an annual basis (and at the time of new tenants being housed), we will outline the pertinent issues of gas safety to tenants by way of written communication. This will include relevant and emergency contact details and the importance of the annual safety check and the requirement for access.
- 10.2 Formal 'rules' setting out tenants' gas safety obligations and duties will be clearly set out within Tenancy Agreements. The Association will define a procedure for dealing with unauthorised gas installations, repairs, disconnections and other gas related activities which fall foul of the contractual Agreement.

11. Gas Safety Internal Monitoring

- 11.1 A formal system of monitoring the gas servicing/landlord's inspection and all gas repair work will be established and maintained with properly defined reporting, escalation and action procedures.

12. Reactive Repairs and Emergencies

- 12.1 As well as carrying out annual servicing to gas appliances and raising landlord's gas safety records the contractor will provide a full reactive repairs and emergency response service. This will be properly defined and tenants made aware of the gas company's services and contact details in this regard.
- 12.2 Where the contractor has been unable to obtain access to undertake necessary repair work the contractor must bring the situation to the attention of the Association who will ensure that the tenant is contacted as quickly as the situation demands.
- 12.3 Gas Leaks:

- Currently SGN have a statutory duty to attend gas escapes reported to them within two hours of receipt.
- In the main, gas escapes are likely to occur within individual properties and tenants should in the first instance contact SGN Emergency Services.
- Recognising that SGN will normally shut down the gas supply to an individual property where a leak is found and will not carry out any further works it is, recognised as good practice for the Association to follow up a report of a gas leak by instructing the gas contractor to attend.
- Where repairs cannot be readily made and the heating system remains switched off the contractor will be asked to provide temporary heating and will advise the Organisation of the repair problem in order to agree remedial work.

13. Quality Assurance (QA)

- 13.1 An external third party shall be appointed to carry out a minimum inspection of 10% of completed annual services.
- 13.2 The contractor undertaking the QA work will require to be Gas Safe registered and employ fully qualified engineers.
- 13.3 Where a QA check identifies non-compliances or where unsatisfactory performance of the primary gas contractor is being observed details of the problems and suggestions for rectification will be clearly set out in the QA contractor's report.
- 13.4 Where the QA contractor identifies situations that pose an immediate or imminent risk to health, the contractor will notify the Association as soon as practicable. These notifications should be in addition to the regular reporting regime.

14. Void/Re-Let Procedures

- 14.1 A formal procedure will be defined for gas safety inspections associated with void properties and this will be included in the overall gas safety management system, contractor's contractual requirements and monitoring procedures.

15. Closing Up

- 15.1 Where a property is to be closed up on a long term or permanent basis then the existing gas supply shall be disconnected from the pipework within the flat. The gas supply shall be physically disconnected at the meter point and both cut ends blanked. Where appropriate, SGN shall be advised and requested to remove the meter supply from the property.

16. RIDDOR

- 16.1 In relation to gas safety there are duties imposed upon gas conveyers, suppliers, etc. to report cases whereby death or a major injury (as defined by regulations) occurs out of or in connection with the gas supplied.
- 16.2 It is also recognised that a contractor will have a duty to formally report certain situations where it is deemed likely that the gas installation may cause death or major injury. The types of faults likely to cause death or major injury and would be reportable include: -
- i. A dangerous gas leak arising, for example, from the use of unsatisfactory materials or bad workmanship.
 - ii. A gas appliance which spills products of combustion or shows signs of incomplete combustion or shows signs of combustion problems due to inadequate ventilation
 - iii. An appliance which is not suitable for use with the gas supplied
 - iv. An appliance in which a safety device has been made inoperative
 - v. Use of unsatisfactory materials in gas connections
 - vi. An appliance installation which has become dangerous through faulty servicing
- 16.3 Further information on RIDDOR is contained within the Accidents Policy of the Organisation's Health & Safety Manual.

17. Temporary Heating

- 17.1 LPG or other bottled gas heating sources will not be provided to tenants as a temporary source of heating.
- 17.2 Where electrical heaters are provided as a temporary source of heating, the Electrical Safety policy should be consulted.

18. Planned Maintenance

- 18.1 The Association shall implement a programme of gas boiler and heating system replacements based on the assessments made during stock condition, gas repair trends and boiler energy efficiency ratings.
- 18.1 "One off boiler" replacements shall be undertaken only where repairs have been deemed as uneconomical, and/or where a boiler replacement has previously been refused.

- 18.3 The Association shall not install gas feature fires within any property, where existing gas feature fires exist, and are deemed as a landlord fixture, these shall be removed during boiler/heating upgrade works, void works or where the fire requires a repair.
- 18.4 Where gas feature fires are removed, no alternative or replacement shall be provided.
- 18.5 Specifications/designs shall comply with all legal requirements, best practice, technical design guides, Building Regulation Technical Handbooks and manufacturers literature;

19. Equality and Diversity

- 19.1 All involved will recognise their ethical and a legal duty to advance equality of opportunity and prevent discrimination on the grounds of; age, sex, sexual orientation, disability, race, religion or belief, gender reassignment, pregnancy and maternity, marriage and civil partnership.

20. Publicising this Policy

- 20.1 The policy relating to gas safety will be publicised on the Association's Website.

21. Policy Review

- 21.1 The Association will review this policy every 3 years, more regular reviews will be considered where, for example, there is a need to respond to new legislation/policy guidance.
- 21.2. Reviews will incorporate changes to legislation and regulations, tenant feedback and good practice.