



# **Repairs and Maintenance Policy**

**2023 - 2026**

<b>Repairs and Maintenance Policy</b>	
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<b>Contact Officer:</b>	Adrian Southwick, Corporate Head of Repairs adrian.southwick@lincolnshirehp.com
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<b>Policy Links:</b>	Home Strategy Void Property Management Policy Health & Safety Policy Landlord Building Safety and Compliance Policy Review Code of Conduct for Board Members & Employees Assurance Framework

<b>Brief Policy Summary:</b>	
<p>This policy sets out how we deliver a high-quality repairs service to our customers and meet our legal obligations as a landlord to ensure that our properties and customers' homes are properly maintained.</p> <p>The existing policy has been reviewed in line with current legislation, customer feedback and operational performance and the policy has been updated accordingly.</p>	

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## Introduction/Policy Purpose

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1. The purpose of this policy is to set out how Lincolnshire Housing Partnership (LHP) will carry out repairs to maintain customers' homes.
2. The purpose of this policy is to ensure LHP meets its obligations under the following legislation: NOTE. This is by no means an exhaustive list:
  - Section 11 The Landlords and Tenants Act 1985
  - Housing Act 1985
  - Local Government and Housing Act 1989
  - The Occupiers Liability Act 1957 and 1984
  - Defective Premises Act 1972
  - The Decent Homes Standard 2006
  - Management of Housing in Multiple Occupation Regulation 2006 (England)
  - Part P of the Building Regulations
  - The Health and Safety at Work etc. Act 1974
  - The Housing Act 2004 which introduced the Housing Health and Safety Rating System (HHSRS) and the Housing Health and Safety Rating System Regulations 2005.
  - Landlord and Tenants Act 1985
  - Housing Act 1988
  - Homes (Fitness for Human Habitation) Act 2018
3. The application of this Policy ensures that LHP meets compliance with the Homes Standard, namely that:

### ***Registered providers shall:***

- a) *Provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choices to, tenants and has the objective of completing repairs and improvements right first time.*
- b) *Meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.*

## Description of the Policy

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4. This policy applies to all properties owned and/or managed by LHP:
5. For tenants, LHPs repairing obligation will be in line with the tenancy agreement.
6. For leaseholders or shared owners LHPs repairing obligation is only to areas defined as common parts under their lease and will be rechargeable.
7. For properties which are managed by third parties LHP's obligations will be in line with the legal agreement in place with those organisations.

## Definitions

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8. A Repair – is work undertaken to put something which is damaged, broken or not working correctly back into a satisfactory condition, i.e. Item is in working order and fit for purpose . A responsive repair is an unplanned report of a defect that is the landlord's responsibility to make good. Landlords' repair responsibilities are set out in the Landlord and Tenant Act 1985. This measure does not include repairs undertaken as part of a pre-determined maintenance programme, or those undertaken to empty properties (voids).
9. Chargeable Repair – is a repair which is a customer's responsibility for which LHP will require payment in advance prior to undertaking the work.
10. Make Good – is to bring back to a satisfactory state e.g. patch repair the plaster and decorate to the nearest available colour, work to remedy any damage caused by a customer.
11. Recall – a repair which fails within 3 months of the original repair being completed.
12. Rechargeable Repair – a repair which is carried out by LHP and is the responsibility of the tenant or leaseholder which LHP must complete and for which LHP can recover the costs. These include repairs carried out at the customer's request or because this is required for health & safety reasons and include items such as boarding up windows or doors reglazing windows, unblocking drains, gaining entry, changing locks, renewing broken electrical sockets & switches, renewing damaged doors, repairing damaged plaster etc.
13. Vulnerable Customer- someone who due to personal circumstances is of high risk and either due to illness/condition or capacity requires additional support, this may be an acceleration of repairs category or undertaking works that would normally be outside of LHP's repairing responsibility.

## Health & Safety

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14. It is essential that all our homes are maintained safely and that all works and repairs that are completed are done so in a manner which ensures the health & safety of our customers, their families and visitors. Repairs work will be completed in a way that considers the health and safety of those completing the works, namely our colleagues, contractors and suppliers.
15. To ensure this, LHP has developed and maintained a suite of task Risk Assessments and Method Statements (RAMS) that identify the hazards associated with the work and the control measures that will reduce the risk and severity of the repair tasks that are carried out. This approach complies with the Health & Safety at Work Act 1974 and The Management of Health and Safety at Work Regulations 1999, CDM Regulations 2015. The RAMS apply to all engineers, contractors or others who may carry out work. LHP engineers will also complete a dynamic risk assessment prior to commencing works in order to

ascertain if any specific hazards that may not be directly identified in the RAMS suite are taken into consideration along with the specific hazards of the repair and the environment where the repair is undertaken.

## Repairing Responsibilities

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16. Customers' repairing responsibilities are defined in their legal tenancy agreement with LHP (licenses, tenancy or lease) and detailed below in work type and category

### **For all customers (Tenants, Leaseholders and Shared Ownership in blocks)**

17. **Common Parts** - LHP must take reasonable care to keep the common entrances, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their cleaning in accordance with LHP schedules, and electric lighting in reasonable repair and fit for use by the customer and other occupiers and visitors to the property. A charge will be made for some of these services.
18. **The Structure and Outside** - The type of repairs and maintenance that we will carry out for customer include repairs to:
- Heating and hot water
  - Electrical wiring, sockets and light fittings including mains powered smoke alarms provided by LHP
  - Plumbing
  - Roofs, outside walls, windows (inc. frames, catches and cords) and doors
  - Chimney stacks and flues
  - Drains, gutters and down pipes
  - Internal structural floors and ceilings
  - Kitchen units, worktops and polysafe type flooring
  - Baths, basins and toilets (excluding blockages inside the dwelling unless the customer has been unable to resolve the blockage with commercially available products)
  - Internal and external common areas including lifts.
  - Gas pipes and equipment supplied by LHP
  - Pathways, steps and means of access
  - Repairs to boundary walls/fences
    - This does not include dividing fences and trellising between properties or fenced off bin areas
    - We will not replace fencing but will make damaged fencing safe, which

is defined as removal of risk of injury.

- Garages and stores that are built into the property
- External decorations as part of cyclical decoration programmes
- Making good surfaces following a repair in preparation for tenants' decorations

**For customers (tenants) only LHP is responsible for:**

19. **Installations** - LHP shall make sure that all fixtures, fittings and installations provided by us for space heating, water heating and sanitation and for the supply of water, gas and electricity are kept in good repair and in proper working order, unless wilfully damaged or neglected by the Tenant, their household or visitors. This includes, but is not limited to:
  - basins, sinks, baths, toilets, flushing systems and waste pipes.
  - electric wiring including sockets and switches, gas pipes and water pipes;
  - water heaters, fireplaces, fitted fires and central heating installations.
20. **Making Good** - LHP will make good any damage to the inside of the property, including decoration, arising out of the actions or omissions of our employees, agents or contractors.
21. **Matching Materials** - LHP will use its best endeavours to match materials used for repairs with those in existence such as wall or floor tiles, kitchen doors etc., however this cannot be guaranteed if the match is no longer available from our supply chain. In this case LHP will match the new material as closely as is possible with the existing material.

## **Customer (Tenants) Responsibilities**

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22. Customers (Tenants in general needs accommodation) are responsible for reporting defects covered under this policy at the first point of discovery. Customers are responsible for carrying out any repairs that are caused by accidental damage, misuse or neglect. This includes any damage caused by friends and visitors to the property. Customers are responsible for their own white goods and other appliances. All Customers are responsible for the upkeep and maintenance of elements they have undertaken, such as their own improvement or adaption work.
23. Customers (tenants in general needs accommodation) are also responsible for minor works, such as those listed below:
  - Internal decoration
  - Replacing internal light bulbs, tubes, starters, plugs and fuses

- Replacing keys and locks when the tenant has lost their keys and additional security locks
- Fitting and replacing smoke/CO alarms, including battery replacement (unless mains powered alarms are provided by LHP)
- Clearing blockages to baths, sinks and basins inside the dwelling unless there is fault to the drainage system.
- All floor coverings except for flooring fitted by LHP in kitchens and bathrooms
- Repairs to internal doors and associated locks, hinges and handles (except for fire doors in fair wear and tear)
- TV aerials and satellite dishes unless it is a shared aerial or dish we have provided
- Phone lines, satellite and cable TV, and internet connections.
- Door bell and chain (unless fitted by LHP or if it's a door entry system)
- Upkeep of individual tenants' gardens. This includes maintaining and pruning trees and the upkeep of washing lines
- Paving and non-paved areas in private gardens, except for paths to and from the property
- Garden sheds or other outbuildings
- Loss of power due to faulty appliance or fuse blowing
- Hat and coat hooks
- Pelmets and curtain fittings
- Adapting doors to fit carpets, unless fitted by
- Moving kitchen cupboards to fit large appliances such as cookers and freezers
- Connection of and plumbing of appliances such as tumble driers, washing machines and dishwashers and repair of leaking flexible pipes and connections serving these
- Toilet seats
- Shower curtains, rails and hoses
- Customers' own possessions such as carpet and furniture
- Damage to customers' possessions from water or fire
- Infestations by animals or insects inside the property, which are not due to a fault in the property or a wider infestation affecting multiple properties in a block



- Replacing glass in doors and windows, unless due to fair wear and tear
24. Customers must keep the inside of the property in good condition. They must also keep it clean and in a good state of decoration. Customers should ensure to take precautions to prevent freezing and burst pipes, including, for example, keeping the heating very low or leaving radiator valves slightly open.
  25. All customers are responsible for damage done to LHP properties by themselves, members of their households or their visitors and will be recharged for any repair to make good any damage. However we acknowledge that due to vulnerability and personal circumstances it may be appropriate that review significant rechargeable works, this will be on exception basis and align to Recharge Process, additionally where property damage falls within the scope of LHP's insurance policy this will be handled as a claim through insurers.

### Leaseholders and Shared Owners Responsibilities

26. Leaseholders and Shared Owners are responsible for all repairs and maintenance within their properties as detailed in their legal agreement.
27. LHP may have some repairing responsibilities for the structure, communal areas and communal systems. These will be subject to Section 20 of the Landlord and Tenant Act 1985.

### Timescales for Repairs and designation

28. LHP endeavours to complete all repairs wherever possible at the first engineer visit and in a timely fashion and at a mutually agreed time with the customer (with the exception of emergency and immediate repairs which will be completed as soon as possible).
29. Table 1 below defines the types of repair which LHP undertakes and the timescale for delivering these repairs.

Table 1 LHP Repairs Timescales			
Type of Repair	Definition	Definition	Timescales
Unappointed	Immediate	A repair which requires immediate attention and cannot wait to be made safe as it has an immediate impact on customer or building safety.	Attend within 4hrs and Make Safe. Follow on works to be raised as appropriate on appointed category as a new job. Customer must be available during the 4hr period

Unappointed	Emergency	Emergency repairs are repairs that are necessary to prevent serious damage to the building, danger to the health, risk to safety or risk of serious loss or damage to the occupier's property	Attend within 24 hours and make safe. Follow on works to be raised as appropriate on appointed category as a new job. Customers must be available during the 24hr period
Appointed	Urgent	To be used in situations that carry a degree of detriment to customer and or property. This category includes follow on works from compliance and heating etc.	Attend and complete within 5 working days including follow on for materials etc.
Appointed	Routine	All standard repairs not covered in other categories	Target maximum of 20 working days including follow on for materials etc.
Unappointed	Major Repair	This is a repair which due to its size or nature requires planning and does not have an immediate impact on the customer and or property and covers instances where property improvements occur.	Maximum of 90 working days and may fall into programmed works where substantial volumes are present.
<b>In addition to the four types of repairs listed above the following categories may be used for some repairs that fall outside of these standard timescales, customers will be made aware if their request fall into this category</b>			
Unappointed	Planned Works	This is a repair which requires the replacement of a capital component or works that meet the definition of "Major Works" as described by Housemark and usually not undertaken by the IHRS	An appointment will be made at the next mutually convenient time. Due to the nature of these works the timescale for these repairs will be agreed with the customer.

## Unappointed Immediate/Emergency priority

30. LHP will determine the category of repair a report falls into.
31. **Immediate/Emergency repairs;** are those that are necessary to avoid danger to occupants or similar serious effects on people, or serious damage to the property. This may only mean making the property safe:
  - A water leak that cannot be contained (immediate 4hr if significant damage to property)
  - Total loss of electricity or water supply (immediate 4hr)
  - Fire damage and flooding (immediate 4hr where significant risk to property and or customer)
  - Major structural damage ( 4hr immediate if presenting risk of collapse)
  - Serious blockages to main drains (or blocked or broken toilet if it is the only one and where the tenant has attempted to clear the blockage, immediate 4hr if vulnerable customer)
  - A complete loss of heating in the winter( i.e. 1<sup>st</sup> November to 30<sup>st</sup> April) where no alternate heat source is available (in emergency action may include the provision of temporary heating)
  - A complete loss of hot water at any time( 4hr immediate in cases of vulnerability)
  - Complete loss of lighting to communal areas( 4hr Immediate in winter period)
  - Make safe dangerous structures, such as access paths and paving, walls, parapets, ceilings staircases etc.
  - Loose or detached handrail, banister or similar item
  - Insecure external doors or windows. (4hr immediate where risk is high)
  - Unsafe electrical lighting or other fittings
  - A blocked flue
32. Our service standard is to attend within 24hrs, LHP will upscale jobs to immediate response i.e. attend within 4 hrs where the detriment to tenant or property is judged by LHP to be severe.
34. The primary objective of attending an Immediate/Emergency is to make safe, full repair will be undertaken at this point wherever practical, this is particularly the case in heating defects. However, it may be necessary and is acceptable to return at a later date to complete a full repair for which a further job and appointment would be made, and which would be treated as a non-emergency

repair or where necessary we will upscale this to an urgent repair and look to complete within 5 working day.

### **Appointed Repairs priority**

33. Appointed Repairs; are all repairs which do not qualify as emergency and are dealt with by appointment. These include but are not limited to:
- Minor leaks and blocked drains and pipes
  - Faulty electrical fittings and minor electrical faults
  - Repairs to outside walls
  - Repairing and replacing individual kitchen units
  - Replacing door and window furniture (if there is no safety or security risk)
  - Repairs to plasterwork
  - Replacing wall and floor tiles
  - Other minor plumbing work and replacing taps
  - Repairing joints and clearing guttering and down pipes
  - Minor roof repairs
  - Partial loss of water or electricity
  - Partial loss of lighting to communal areas
  - A complete loss of heating in the summer ( Urgent 1st May to 31st October) where no alternate heat source is available. Emergency action may include the provision of temporary heating.
  - Partial loss of water or space heating in the winter heating season (temporary action may include the provision of temporary heating)
  - Blocked sink, bath or basin inside the dwelling unless the tenant has been unable to resolve the blockage with commercially available products
  - Containable water leaks
  - A tap cannot be turned
  - Door entry system is not working
  - Extractor fan broken in internal bathroom or kitchen
  - Leaking roofs; note emergency works may be required dependant upon severity.

34. Our service standard is to complete these works within 20 days unless customer is unable to agree a mutual appointment within these timescales or type of works require more time to complete.
35. We acknowledge that in certain circumstances appointed repairs will need to be completed within 5 working days these will be classed as Urgent. Where it is agreed that a repair should be treated as Urgent, we will upscale the completion of the work to be done within 5 working days. Such repairs include but not exclusively repairs to restore heating and hot water and items relating to compliance. Urgent repairs will be decided at the discretion of the repairs service management processes and are not based on any statutory requirements.

### **Heating and Hot Water**

36. Repairs to Gas heating and hot water will be carried by Gas Safe Engineers and will be carried out in line with our Gas Safety Policy. Where repairs are required to Electrical boilers or storage heaters, these will be carried out by our repairs team or where required and approved serving contractor.

### **Major Repairs**

37. Major Repairs are those non emergency or appointed routine repairs reclassified as being over £1000 and will likely be deemed either extensive or improvement to the existing provision, they are not standard repairs. LHP aims to complete all Major Repairs within 90 days however in some instances works will form part of a larger programme or alternatively due to their nature will be undertaken within a shorter timeframe where delay would be detrimental to property or person, this will be determined by LHP. Where we identify the need for a major repair, we will make sure the tenant understands the reasons for this and the timeframes involved. We will also ensure good communication on the progress of these major repairs, where possible.
38. Where such repairs are due to be covered by a programme of cyclical or planned maintenance programme, the customer will be informed of this and the repair postponed until that date, in such instances make safe will be undertaken.
39. However, where repairs are considered detrimental to customer/property because they pose a significant risk to occupants, or where vulnerable customers are involved, it may be necessary to consider bringing the works forward. Such works may require a temporary decant of the tenant, in line with our Decant Procedure.

### **Carrying Out Repairs**

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40. LHP customers can report a repair 24 hours a day by the Customer portal, Customer app, LHP website or by phone. For Immediate or Emergency repairs contact needs to be done by phone.

41. Repairs noted as appointed in table 1. These will be made at the first point of contact or by a return call. If the appointment cannot be met by the customer or LHP then the appointment will be rearranged for another time convenient for the customer.
42. Repairs may be cancelled when either this is requested by the customer, the works are already included in programme, the works are not required or if the customer refuses or does not facilitate access during the appointment period (if the works are of an emergency nature or are health & safety then these will not be cancelled if the customer refuses or does not permit access)
43. Routine repairs are completed between 8am and 4:30pm Monday to Friday and appointments can be requested for Saturdays. Except for heating repairs and other repairs where a shift engineer is available which will be completed 8am to 8pm, 7 days a week.
44. Communal repairs will not always be appointed but will be completed within the published timescales and the customers who have reported the repair will be notified that it has been completed.
45. An adult is required to be in the property whilst the repair is undertaken and the area where the repairs needs to be clear to enable works to be completed safely. If the customer is under 18 another adult will need to be present.

## **Communication with customers**

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46. LHP will make appointments at first point of contact with customer for repairs, this may be in the first instance with a Regional Maintenance Surveyor to diagnose and accurately specify the repair but in the majority of cases with an LHP engineer.
47. When Customers report a repair via any channel, i.e, App, email, phone call they will receive a text confirmation. Should customer have an alternative communication preference they will additionally receive confirmation of repair via this preference.
48. If a repair cannot be completed at the appointment due to materials being required, the repair being more complex or time consuming than originally thought, because a specialist engineer is needed or there are other reasons impacting that would delay completion, future appointments will be booked with the customer while engineers are on site.

## **Quality Control**

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49. LHP will undertake physical quality inspections during works and post completion as well as completing 3rd party customer satisfaction surveys. The volume and type of physical inspections to be undertaken will be at the discretion of the manager responsible for works. The manager will be responsible for ensuring adequate numbers of inspections are completed based on resource availability,

contractor/operative performance and customer experience/satisfaction to ensure that we are providing the best possible service to customers and identifying trends in works delivery.

## Monitoring, Review and Evaluation

50. LHP will monitor the implementation of this Policy using a set of measures that show performance against regulatory requirements and LHP’s best practice requirements. These are set out in the Table 2.

Table 2 Best Practice Measures		
Best Practice Measure	Reporting Interval	Reviewed by
% of responsive repairs completed at first visit	All measures reported Monthly to CLT & ELT and Quarterly to Operations Committee	
% of emergency repairs completed on time (this refers to attendance on time)		
Appointments made and kept		
% all repairs completed within local target		
Repairs work in progress		
Customer satisfaction with most recent responsive repair		
Average number of calendar days to complete a responsive repair		

## Implementation

51. Policy implementation will be reviewed and evaluated through the measures described in the Assurance Framework.

## Timeline for the Process

52. Following approval, the Policy will be communicated out to the relevant teams, and all processes updated to reflect the changes made within 4 weeks, this is to allow for;
- Training across operational delivery team
  - Amendments to QL operating system to align system to policy

53. This Policy shall be reviewed on a 3 yearly basis, unless there is a significant change in legislation and or proposed change in delivery that shall require any section of this policy to be updated.

## **Outcomes**

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54. Ensure legal and statutory compliance of all responsive repair or maintenance works instructed to LHP owned or managed properties regardless of whether the works have been undertaken by in-house engineers or external contractors.
55. Ensure that works instructed to LHP properties adhere to the standard and quality that LHP is committed to providing to its customers and that the repairs are undertaken within the time frame set out in this policy.



## Equality Impact Assessment

Repairs and Maintenance Policy			
<b>Provide a brief summary of the aims and main activities of the initiative (bullet points):</b>			
<ul style="list-style-type: none"><li>This policy sets out how we deliver a high-quality repairs service to our customers and meet our legal obligations as a landlord to ensure that our properties and customers' homes are properly maintained</li></ul>			
<b>Completed By:</b>	A Southwick	<b>Date:</b>	July 2023

### Guidelines: Things to consider

- Where a negative (i.e. adverse) impact is identified, it may be appropriate to make a full EIA (see Stage 2), or, as important, take early action to redress this – e.g. by abandoning or modifying the initiative. NB If the initiative contravenes equality legislation, it must be abandoned or modified.
- Where an initiative has a positive impact on groups/community relations, the EIA should make this explicit, to enable the outcomes to be monitored over its lifespan.
- Where there is a positive impact on particular groups, does this mean there could be an adverse impact on others, and if so can this be justified? - e.g. Are there other existing or planned initiatives which redress this?
- It may not be possible to provide detailed answers to some of these questions at the start of the initiative. The EIA may identify a lack of relevant data, and that data-gathering is a specific action required to inform the initiative as it develops, and also to form part of a continuing evaluation and review process.
- It is envisaged that it will be rare for full impact assessments to be required. Usually, where there are particular problems identified in the screening stage, it is envisaged that changing the approach at this stage, and/or setting up a monitoring/evaluation system to review a policy's impact over time will tackle the problem.

### STAGE 1: SCREENING

This stage establishes whether a proposed initiative will have an impact from an equality perspective on any particular group of people or community – i.e. on the grounds of race, religion/faith/belief, gender (including transgender), sexual orientation, age, disability, or whether it is “equality neutral” (i.e. have no effect either positive or negative).

**Q 1. Who will benefit from this initiative?** Is there likely to be a positive impact on specific groups/communities (whether or not they are the intended beneficiaries), and if so, how? Or is it clear at this stage that it will be equality 'neutral' i.e. will have no particular effect on any group? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

Creating this policy includes significant feedback from our customers regarding the type of service and response required and we expect that all customers will benefit from the delivery of this policy regardless of the nine protected characteristics.  
Changes made in this policy have been reviewed by LHP's Scrutiny Panel

**Q 2. Is there likely to be an adverse impact on one or more minority/under-represented or community group as a result of this initiative?** If so, who may be affected and why: Or is it clear at this stage that it will be equality 'neutral'? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

This policy is expected to have a positive impact on all our customers.

**Q 3. Is there sufficient data on the target beneficiary groups/communities?** Are any of these groups under or over represented? Do they have access to the same resources? What are your sources of data and are there any gaps? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

n/a

**Q 4. Outsourced services – if the initiative is partly or wholly provided by external organisations / agencies, please list any arrangements you plan to ensure that they promote equality and diversity.** *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

n/a

**Q 5. Is the impact of the initiative (whether positive or negative) significant enough to warrant a full impact assessment – see guidance?** If not, will there be monitoring and review to assess the level of impact over a period of time? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

n/a

**Q 6. To be completed at six monthly review** Detail actions taken to assess the level of impact over a period of time, or to address any gaps in data. *Please consider all aspect of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

Reviewed via complaints and customer feedback.