

Policy name:	Snow Clearance and Gritting Policy
Section:	Property Services
Exec responsible:	Chief Executive
Review by:	H&S Committee
Tenant review:	N/A
Authority to amend:	Chief Executive
Frequency of review:	Every 2 years
Last review:	December 2025
Next review:	April 2027
Responsibility for delivery:	All Staff
Strategy:	
Associated risk ID:	Risk 2 - Failure to meet legal and regulatory requirements Risk 5 - Data quality and data management is not sufficient to support the business Risk 7 - Unable to attract, retain, develop and motivate staff Risk 9 - Health and safety failure or neglect Risk 15 - Value for money is not delivered/ demonstrated Risk 21- Procurement
Health & safety:	At Cornerstone, we are committed to ensuring the health, safety, and welfare of our residents, staff, contractors, and visitors through the effective planning and delivery of cyclical maintenance activities. Reactive gritting/snow clearance is carried out at Western Way Office, the Depot at 12a Wykes Road and schemes where over 60's are resident. These activities are carried out to prevent hazards.
Equality & diversity:	Cornerstone are committed to promoting equality, diversity, and inclusion in all aspects of our gritting service. We recognise the importance of delivering services that are fair, accessible, and responsive to the diverse needs of our residents, staff, and contractors. Following REP consultation the service will be extended as part of the service charge review.
Associated costs and value for money:	£3353.00 annually – VFM exercise will form part of service charge review.
Associated documents:	Asset management strategy

VERSION CONTROL			
Version Number	Sections amended:	Date of update:	Approved by:
1.0	First Issue	December 2024	CE
2.0	Full review	December 2025	CE

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1. Aims

Cornerstone Housing is committed to providing safe homes. During winter months snow and ice present the potential for increased slips, trips and falls.

This policy establishes where Cornerstone Housing will clear snow and treat ice. Importantly, it also establishes where Cornerstone Housing will not undertake actions in respect of snow and ice. In doing so, it aims to provide guidance to staff and customers on the prioritised standards of service to ensure balanced costs and consider the risk of damage from rock salt application (“gritting”).

2. General Application

Cornerstone Housing has a duty of care under the Health and Safety at Work Act 1974 and the Occupiers Liability Act 1957. Following *Goodes v East Sussex County Council (2003)* it was established that the presence of snow or ice does not mean that a path is ‘out of repair’ and therefore Cornerstone Housing has no duty to clear snow or ice from within the boundary of a property.

Cornerstone Housing does not clear snow or apply rock salt, except where specifically stated in this Policy; see Appendix’s A, for list of the schemes covered.

Rock Salt bins will be stored in locations as follows:

- Cherry Barton
- Cornerstone House – Western Way Office
- Mermaid Court
- Mount Dinham
- Neptune Court
- Norwood House
- Wheatley Court
- Wykes Road – Depot

Snow clearance and gritting will only take place if it is safe to do so.

3. Snow Clearance, Rock Salt and Gritting

Priority will be given at all times to areas of greatest risk to residents, visitors and employees as identified in the Gritting Plans.

Cornerstone Housing’s aim is to put down grit and salt to paths when snow or ice is forecasted, all as per the Gritting Plans (See appendix). The plans identify the specific areas to be treated and Cornerstone Housing must make provisions for its safe use and handling.

Grit bins may be provided if the premise’s risk assessment, customer profile, and a defined boundary deem that the premises warrants them and a list of these grit bins, and all others provided by the organisation will be maintained by the Property Services Team.

If the customer's request to have grit bins where grit bins are not provided by Cornerstone Housing, the Property Services Manager will risk assess the area in question, and if there is a clear need identified respond as appropriate.

Please note adhoc requests by residents in the middle of a period of ice and/or snow will be treated with sympathy, and we may grit if there is an individual need, e.g. to allow access for a doctor and/or ambulance. Note - we will not grit to allow access under normal circumstances.

Grit bins are to be checked annually or during scheme risk assessments within 12 months of the last previous assessment and Cornerstone Housing will endeavor to keep the bins topped up subject to the availability of grit supplies and availability of resources during a period of ice or snow. The person responsible for this is the Property Services Manager.

4. Extent of Snow Clearing and Gritting

Sites to be cleared are identified through a site-specific risk assessment but the areas on each site will include:

- Footpaths, steps and access ramps up to but not including public highways.
- Fire escapes.
- Other areas identified through risk assessment.

The gritting plans are colour coded to clearly identify the relevant areas to be cleared/treated, i.e. entrances/steps and slopes. The Property Services Manager will ensure that this plan is displayed at times of snow and ice to make both customers and workers aware of the extent and limitations of the gritting to key areas only.

5. Areas that are not to be cleared

Snow clearance and gritting will not be undertaken in the following areas:

- Recreational areas, which include play areas, parks and gardens. Users of these areas are expected to take reasonable care and to take responsibility for their use in adverse weather conditions.
- Car parks (unless it is identified as a significant risk, only when all other areas have been cleared and if there is sufficient rock salt available).
- Adopted Roadways / pathways.
- Individual paths to dwellings.
- Grass or planted areas
- Areas for which Cornerstone Housing are not responsible

6. Staff and Contractor Responsibilities

Staff are responsible for ensuring that the snow clearing policy is implemented. On site managers or responsible person(s) have a direct responsibility for implementing the policy as identified in the risk assessment and on the gritting plan. Staff responsibilities apply to all parts of Cornerstone and contractors commissioned to undertake works.

A method statement will provide instructions on how gritting should be undertaken as well as appropriate clothing and equipment to be used. If staff are expected to assist

with carrying out reasonable duties including the gritting, they must consider if they are fit and able to do so. The requirement to undertake such duties is considered reasonable, taking into account the Health and Safety implications, safe manual handling and the Equality Act.

7. Frequency of Snow Clearing and Gritting

In the event of a severe weather warning from the Meteorological Office some preparatory works should be considered. If there is a greater than 80% chance of snow falling, a light application of rock salt or grit should be applied to high-risk areas identified in the site risk assessments, ideally during normal working hours.

8. Gritting Bins

- Salt /grit bins will be provided to meet the criteria for snow clearing and gritting of areas identified. They will be filled no later than the end of October each year and should be re-filled as necessary throughout the winter subject to access.
- A Salt/grit bin does not necessarily mean a large yellow container with “Grit salt” written on it. Any weather resistant container with a lid is sufficient, for example a black dustbin.
- A suitable quantity of rock salt will be stored in a central location and taken to areas of need during times of ice or snow by suitable transport as necessary or when required.
- All staff are responsible for notifying the repairs team if a salt bin is damaged or new supplies are needed.

9. Equality and Diversity Impact

This policy complies with the aims and commitments of the Equality, Diversity and Inclusion Policy of Cornerstone Housing.

We will use our customer profile to tailor our services to meet the needs, requirements, and preferences of all our residents.

10. Responsibilities

Person(s) responsible for this policy:

- Director of Property Services/ Director of Housing
- Health & Safety Compliance Lead
- Repairs Manager
- Housing & Customer Engagement Manager

11. Review

A review of each site risk assessment will be carried out biennial by the Property Services Surveyors responsible for conducting the scheme risk assessment.

Following each period of severe winter weather, a review of snow and ice clearance and gritting operations will be carried out to determine lessons learned and provide guidance on how plans and procedures could be improved. Areas to be reviewed will be as follows, but not limited to:

- Failures and weaknesses of the gritting operations plan.
- Requirements to review risk assessments for specific sites
- Compliance with planned maintenance programme.
- Outstanding remedial actions
- Changes in legislation and best practice

The review will be carried out by April biennial and reported to Health & Safety Committee.

This policy will be reviewed at intervals of no more than 2 years or as necessary if changes in policy or legislation occur.

Appendix A – Snow and Ice Responsibilities

Roads and paths not adopted by the highway authority

As the owner of these areas, a housing association will have a duty under the Occupier's Liability Act 1957. This duty is a 'common duty of care' and is set out under Section 2 (2). A housing association has a duty to: 'take such care as in all the circumstances of the case is reasonable to see that the visitor will be reasonably safe in using the premises for the purpose for which he is invited or permitted by the occupier to be there' Does this duty extend to gritting in the event of snow and ice? Currently it's not possible to give an educated answer as we are not aware of any case law for a snow and ice claim against a housing association where someone has fallen on an unadopted road or path under its control. However if a housing association is aware of specific hazards at a particular location it is likely a Court would expect some action to have been taken to meet the duty. It doesn't seem reasonable, nor economic to have to attend to all roads and paths to protect every person who may come along.

There are two situations where occupier's liability may not apply:

1. If the road or path of the accident has been subject to open and unfettered use by the public for 20 years, it will become a public right of way. Because the public can then use it as a right, there is no question of permission from the owner being required so the owner's duty under the Occupier's Liability Act no longer applies. As there is no liability for negligent nonfeasance on a public right of way (*McGeown v Northern Ireland Housing Executive* House of Lords 1994), the housing association need not take any action for snow and ice. Roads and paths do not need to be through routes to become public rights of way – they can just lead up to, but not be within the boundary of let premises. Tenants of the housing association may attempt to get around *McGeown* on the basis of their tenancy agreement. If the agreement includes a responsibility by the association to keep in repair communal roads and paths this can include such locations around the let premises. However, if the claim is based on a failure to clear snow and ice, we can take support from *Goodes v East Sussex County Council*, House of Lords 2003, in that the presence of snow and ice does not mean the road or path is 'out of repair'.
2. If the road or path is not 20 years old, but was originally constructed by a council under Part V of the Housing Act 1957, it may be a highway maintainable at public expense and therefore the responsibility of the highway authority, under Section 36 (2)(b) of the Highway Act 1980 (*Gullicksen v Pembrokeshire County Council*, Court of Appeal 2002). If this is so, it is the responsibility of the highway authority, not the housing association.

Roads and paths that are contained within, and form part of, the common areas of premises

This situation could arise, for example, where the association has purchased a large house and converted it into accommodation for the elderly or other disabled occupants. It is likely to be situated in its own grounds, which are clearly not open to

or used by the general public. There may be newer dwellings built in the grounds, all connected by pathways. In this situation the Occupier's Liability Act 1957 will apply. It would certainly be reasonable for the housing association to carry out gritting in these areas, particularly if the residents are disabled.

Paths and drives within the boundary of let premises

The housing association is landlord of these areas, not occupier. Therefore, unless the tenancy agreement specifically confirms the association will clear such areas of snow and ice (which is very unlikely), then there is no duty to take action.

Recreation and play areas

These will be areas specifically set aside for these purposes, rather than being just open grass areas within an estate. Because these areas have been set up for the public's use, people using them will be deemed licensee's of the owners and the Occupier's Liability Act 1957 will apply. This applies even if the areas have been in existence for 20 years or more. Whether it is reasonable to grit recreation and play areas is not clear. Our opinion is that it is unnecessary as the hazard should be obvious to people using these areas in freezing conditions. As a result other areas must have a higher priority.

What if gritting isn't done properly?

Where there is a duty to deal with snow and ice, the usual method is to grit. However, snow clearance may also play a part. Your association will therefore need to undertake a risk assessment to establish its duties. The assessment should establish:

- The areas to be attended to.
- An order in which the areas will be attended to, detailing priority locations and how the priorities were worked out.
- When gritting/clearance will be started – for example, will it be preventative or reactive?
- How gritting/clearance work will be carried out, who will do it and what equipment they will use.
- A system for monitoring the weather to ensure any preventative gritting is carried out at the right time.
- Records of when and what gritting/clearance has been done and by whom, even if you have the most perfect plan, if your employees fail to turn up, or do a poor job, liability can be found against your association.

Remember that if a claim is made, it will be a matter of showing that what your housing association did was reasonable, given the circumstances at the time. If you chose to grit a public right of way and do so badly, you may incur a liability. Negligent misfeasance on a public right of way can give rise to liability. As a result, your association could end up in a worse position than if it had done nothing.

Appendix A – Snow and Ice Responsibilities

Roads and paths not adopted by the highway authority

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Appendix B - List of properties that will be gritted

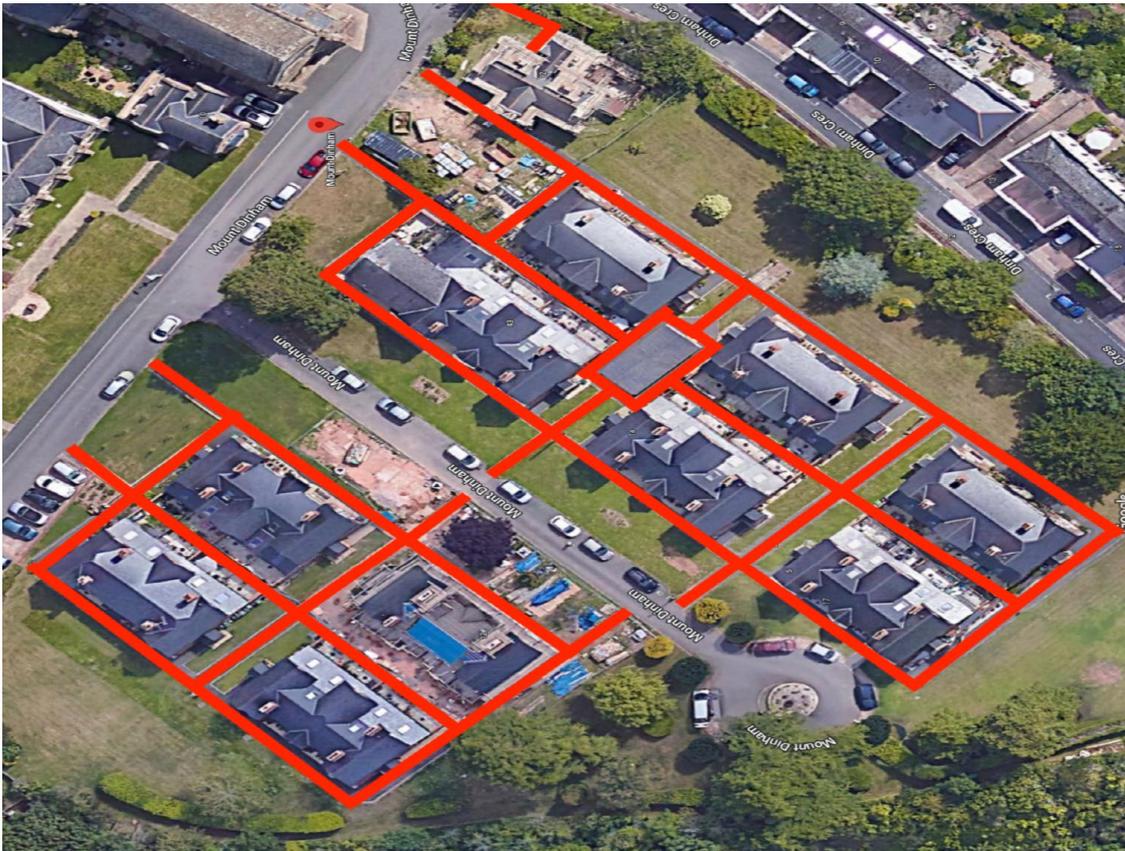
Each property will be gritted based on individual risk assessment. The Gritting Plan, **see Appendices, C, D, E, and F** which advises of the extent of areas that need to be gritted.

Buildings that are Cornerstone responsibility	Area Location	No. Of Bags Used	Approx. Size of Bin(bags)	No. Of Bins on Site	No. Of Bins Required	Safe Storage?
Cornerstone House	Exeter					Yes
Depot 12A Wykes Road	Exeter					Yes
Mt Dinham Site	Exeter					Yes
Cherry Barton Site	Exeter					Yes
Norwood House	Exeter					Yes
The Courts	Exeter					Yes

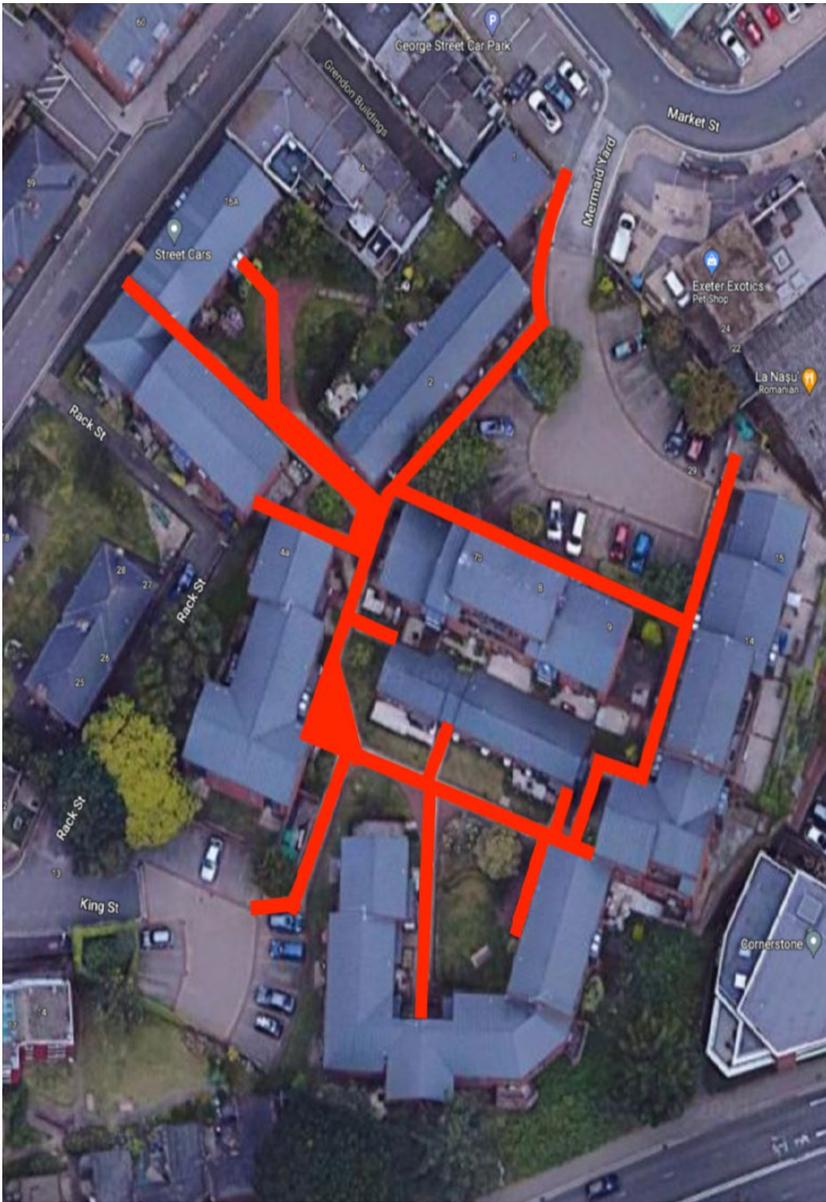
Appendix C – Gritting Plan - Cordery Road (Cherry Barton)



Appendix D – Gritting Plan – Mount Dinham



Appendix E – Gritting Plan – The Court’s, Mermaid, Neptune and Wheatley



Appendix F – Gritting Plan – Norwood House

