



CONTRACTORS

HEALTH & SAFETY CONTRACT

POLICY

1. DEFINITIONS

In these circumstances, we (The Company) and us and our will mean Haldane Fisher, Plumbmaster, Bathline, G E Robinson, Key Hardware, Prowood or any subsidiary.

You and your will mean any person, firm, company or authority who will be engaged by us either as contractor or sub-contractor and your employees or agents.

Work shall mean the work to be commenced by you at the site nominated by us as detailed in the quotation and method statement.

2. REPRESENTATION

Unless otherwise agreed between you and us we will be represented by the works manager or someone appointed by us who will be referred to in the arrangements as the MANAGER, this person will be named by us prior to the works commencing.

3. YOUR INDEMNITY

- (a) You will fully indemnify us against any expense, liability, loss, claims, costs or proceedings whatsoever arising under any statute or common law or otherwise in respect of any personal injury to or death of any person whatsoever and/or of any injury or damage whatsoever arising to any property real or personal or otherwise arising directly or indirectly out of or in the course of the works or due to your act or omission or presence on site as contractor or that of your sub-contractors employees and agents unless wholly caused by our negligence whether in respect of the works or otherwise.
- (b) You will obtain and maintain for the duration of the works insurance cover appropriate to your obligations and liability under Clause 3 (a) with an insurance company approved by us in such amount as is reasonable in all the circumstances (including but not limited to the nature and scope of the works to be undertaken and the number of contractors, sub-contractors, employees or agents to be present on the site at any one time) and in any case not less than £2,000,000 (Two Million Pounds Sterling) any one occurrence. You will produce on demand to us the detailed written evidence of such cover and warrant that all such insurance will be maintained in full force and effect throughout the duration of the works or the presence of you as contractor or the other aforesaid parties and that all due premiums shall be paid.
- (c) Any such insurance shall be endorsed to indemnify us as principal and shall not contain any exclusions material to the nature of the works to be undertaken. The said insurances shall likewise provide an indemnity to you and to us in respect of the activities of any sub-contractors or other parties employed or used by you in relation to the works.
- (d) If on inspection of the insurance cover provided we are not satisfied with any part of the cover, we may invoke our own insurance cover for the period of the contract and the cost of this cover will be either invoiced as a separate item or the amount reduced from final invoicing.

4. OPERATIONS REQUIRING THE CONSENT OF THE COMPANY

- (a) You will ensure that dangerous or hazardous substances required for the work are not brought on to the site until the express consent of the MANAGER has been obtained.
- (b) You will ensure that electrical equipment is not used on operations liable to affect the electricity supply at the site until the express consent of the MANAGER has been obtained.
- (c) You will ensure that cutting, welding and other hot work operations involving the use of blow lamps or torches or electric arc is not started until the express consent of the MANAGER has been obtained.
- (d) You will ensure that operations are not carried out near tanks in which dangerous fumes gases or substances are present until the express consent of the MANAGER has been obtained.
- (e) You will ensure that surfaces to which works are to be fixed or attached are suitable for that purpose and will obtain the express consent of the MANAGER before starting work.
- (f) You will ensure that machinery guards, fencing or security devices are not removed until the machinery has been stopped and the MANAGER has been notified. You will ensure that all such machinery guards etc. are properly replaced and secured to the satisfaction of the MANAGER when work is completed.
- (g) You will ensure that no work is carried out to mains gas, electricity, water or drainage systems or land which is not owned by the Company without the consent of the MANAGER and the relevant supplier of these systems and the local authority and the landowner (if applicable).

5. YOUR OBLIGATIONS

- (a) You will ensure that:
 - i. The works are performed in a safe manner and are kept in a safe condition.
 - ii. Whenever necessary persons engaged in the works will be supplied with and wear suitable protective clothing to include suitable head protection for the work in hand and any person failing to comply with this stipulation will be removed from the site.
 - iii. Whenever necessary suitable safety devices are used.
 - iv. The protective clothing and safety devices are properly used and kept in good condition.
 - v. All necessary precautions are taken to ensure the health and safety at all times of persons or property liable to be affected by the works including adequate fencing, lights and warning notices.
 - vi. Your employees on site are adequately trained and experienced to carry out their work safely.
- (b) You will ensure that there is continuous and effective supervision of the works.

- (c) You will ensure that weights are not suspended from roof trusses or steelwork and that any lifting of scaffolding or equipment is:
 - i. Of good construction, sound materials, adequate strength and free from patent defect;
 - ii. Properly maintained and regularly inspected;
 - iii. Certified for safe use.

You will keep written specifications, maintenance records and current certification verifying the above and will produce them for inspection by the MANAGER.

- (d) You will ensure that all vehicles under the control of yourselves or your sub-contractors or agents moving on the site or in connection with the works rigidly adhere to any speed or weight limits which are imposed and also observe any road hazard signs. You will ensure that all loads which are being transported within the site are properly secured before movement takes place.
- (e) You will report any accidents which occur during the works to the MANAGER and where appropriate to the HSE and will assist in any subsequent enquiries.
- (f) You will ensure that the minimum of nuisance and inconvenience is caused during the work.
- (g) You will ensure that waste, rubbish and or surplus material is left in a safe condition and in areas set aside for that purpose by the MANAGER and will dispose of the same on or after completion of the works in accordance with all relevant waste disposal regulations.
- (h) You will provide all necessary lighting, plumbing, vehicles, plant tools, materials and other equipment unless the contract provides otherwise.
- (i) You will ensure that you and all your sub-contractors, employees and agents shall comply with all of our security regulations including the submission of your vehicles to being searched if so requested.

6. PROHIBITIONS

- (a) You will ensure that no intoxicants are brought on to the site. A breathalyser is available for use of site and will be used if persons are suspected to be under the influence of alcohol or part of a post-accident investigation. Any person who appears to be intoxicated will be removed from the site.
- (b) You will not leave or park any vehicles at the site except with the express consent of the MANAGER. Where such consent has been given, vehicles will be left or parked at your risk. You will not reverse vehicles within or into buildings unless the driver is piloted by a guide while doing so.
- (c) You will not drive our vehicles or mobile plant.

7. GENERAL

(a) Access to the site:

Before the Works can commence all contractors, sub-contractors, employees and agents must report to the Operations department where they must sign on/off site. You will not go into any part of our premises except as may be necessary for carrying out the works. All access to the site is at your risk except to the extent that injury or death of any person is caused by our negligence. All HEALTH AND SAFETY NOTICES must be strictly observed. You must not enter any switch room or prohibited area without the previous permission of the MANAGER.

(b) ELECTRICITY, WATER and other supplies:

You will be entitled to reasonable free use of mains electricity, steam, gas, compressed air or other supply but no connection to these may be made without the previous permission of the MANAGER.

(c) ELECTRIC POWER tools

Portable electric tools and equipment supplied by you must be suitable for use with the electricity supply at the site, must be centre tapped to earth or double insulated and must be fitted with suitable plugs, sockets and connectors conforming to current BRITISH STANDARDS and to any other standard that we may reasonably direct. Power tools must be 110v or reduced to 110v by a transformer.

(d) YOUR EQUIPMENT, facilities and materials

All buildings, accommodation, tools, plant, vehicles, equipment, material, facilities, services and other items of whatever kind supplied by or on your behalf will:

- i. Be used at your risk whilst on site;
- ii. Be and will be kept in good condition throughout the duration of the works;
- iii. Be kept only at locations which have been approved by the MANAGER and be used solely for the purpose of the works.

(e) OUR EQUIPMENT, facilities and materials

All buildings, accommodation, tools, plant, vehicles, services and other items of whatever kind supplied by or on our behalf for your use will:

- i. Be used at your risk;
- ii. Be used in moderation and only for the purpose of the works;
- iii. Be used accordance with the conditions imposed by the MANAGER.
- iv. Be without warranty as to standard, specification, performance or condition if the MANAGER at any time so directs, be used in common with other contractors.

(f) INFORMATION provided for others

Any instructions, Risk Assessment Method Statements, insurance details or other information relating to the works requested from you by us will be provided within a reasonable period of such request and so as not to cause any disruption or delay to the works.

We will not be liable to you in respect of or in relation to any disruption or delay caused to the works arising from or in connection with the late receipt or non-receipt by you of any instructions, drawings, levels or other information unless you will first have given reasonable advance notification in writing to us of your requirements for such instructions, Risk Assessment Method Statements, Insurance details or information. All such data will be held by you in strict confidence.

(g) SITE HOLIDAYS/Weekends

You will comply with any directions which the MANAGER may reasonably give in regard to the performance of the works during site holidays or weekends.

(h) SITE EVACUATION

In the event of our site being EVACUATED for real or practice situations your staff will also evacuate and your senior supervisor or manager will liaise with the MANAGER to account for all members of staff currently employed on the contract.

(i) FIRST AID

Arrangements will be made prior to commencement to identify which FIRST AIDER will be available in the case of a site accident. If you choose to use our SITE FIRST AIDER we will not be liable in any respect in relation to administering first aid or during the post recovery period.

(j) ASBESTOS

Should any material believed to be Asbestos be discovered on the site the MANAGER must be informed immediately and no work is to be carried out on such material without prior investigation or on the authority of the MANAGER.