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**National Highways Limited**

**Scope**

**Health and Safety**

**Annex 15**

CONTENTS AMENDMENT SHEET

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| **Issue No.** | **Revision No.** | **Amendments** | **Initials** | **Date** |
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| HEALTH AND SAFETY | |
| 1.1 General Requirements | |
| 1.1.1 | The *Consultant* complies with the *Client*’s Health and Safety Policy (see link in **Annex 02**). |
| 1.1.2 | The *Consultant* complies with and operates according to all relevant and prevailing health and safety considerations, guidance, best practice and legislation. |
| **1.2 Management of Health and Safety** | |
| 1.2.1 | The *Consultant*   * operates a health and safety management system in line with the requirements set out in Scope section S535.1, * documents the systems and fully and effectively implements the health and safety management system prior to the *starting date* and * provides evidence to the *Client* to demonstrate that the health and safety system is documented satisfactorily and is effectively implemented to meet the timescale stated above. The *Client* may prevent the *Consultant* from starting any work until such evidence is provided. |
| 1.2.2 | The requirements for certification in general, of the *Consultant’s* management systems are set out in Scope section S535.1.  The certification requirements for the Consultant’s corporate health and safety system for the contract are as set out in S 535 |
| 1.2.3 | Not Used. |
| 1.2.4 | The *Consultant’s* health and safety management system forms part of the *Consultant’s* Quality Plan. |
| 1.3 *Consultant’s* occupational health management system | |
| |  |  | | --- | --- | | 1.3.1 | The *Consultant*:   * operates an occupational health management system in line with requirements of the Health and Safety Executive’s prevailing construction occupational health management model, “Essentials   of Managing Construction Health Risks” and   * participates in *Client* working groups to improve health and safety management performance in relation to the following topics   + designing for health and safety in buildability and operability and maintenance,   + construction health and safety improvement and   + sustainable design and sustainable construction. | | 1.3.2 | If, in the opinion of the *Client*, the *Consultant* is Providing the Service in an unsatisfactory manner or commits a breach of   * + any prevailing legislation,   + the *Consultant’s* health and safety management system,   + a subcontractor’s health and safety management system or   + the *Client's* health and safety management system   the *Client* notifies the *Consultant* and raises formally via the Quality Points system and the *Client’s* H&S management system assurance process. | | 1.3.3 | The notification provided by the *Client* to the *Consultant* sets out the breach  or breaches identified with reasons and outlines the minimum steps required  of the *Consultant* to rectify the breach, and a date for rectifying. | | 1.3.4 | Where the *Consultant* has been given notification of a breach, the *Consultant* rectifies the breach or failure to Provide the Service*,* in a satisfactory manner, by the date specified by the *Client*. The *Consultant* corrects other breaches that are not notified by the *Client*. | | |
| 1.4 Subcontractors’ health and safety management systems | |
| |  |  | | --- | --- | | 1.4.1 | The *Consultant* ensures that any of its subcontractors (at any stage of remoteness from the *Client*) operate a formal health and safety management system which fulfils the requirements set out above. | | |
| 1.5 Health safety and wellbeing culture and communication | |
| |  |  | | --- | --- | | 1.5.1 | The *Consultant* ensures that it creates a culture and communications that align to the *Client’s* “Home Safe and Well” approach.  The *Consultant*   * provides relevant health and safety training, including induction, to Staff   and visitors to ensure compliance with prevailing health and safety legislation and approved codes of practice,   * establishes, operates and delivers health and safety employee   consultation arrangements to its employees in accordance with applicable prevailing health and safety legislation,   * operates a behavioural safety programme, measured against the   supply chain health, safety and wellbeing maturity model and   * participates in *Client* events, programmes and initiatives as appropriate   and if requested. | | |
| 1.6 Health and safety exchange of information | |
| 1.6.1 | The *Client* supplies health and safety information related to the *service* in its possession to the *Consultant.* |
| 1.6.2 | The *Consultant* familiarises itself with the *Client's* health and safety policies, procedures, and guidance notes as listed in **Annex 02**. |
| 1.6.3 | The *Consultant* provides information in a frequency and format specified by the *Client*. |
| 1.6.4 | The *Consultant* immediatelybrings to the attention of the *Client* any issue or potential issue that may have a detrimental impact on the health and safety of any stakeholders. |
| 1.7 Health and safety resources | |
| 1.7.1 | The *Consultant* retains sufficient competent health and safety resource as part of its management structure. |
| 1.8 Not used | |
| 1.9 Not used | |
| 1.10 Incident Reporting and Investigation | |
| 1.10.1 | The *Consultant* complies with the *Client*’s Guidance GG128 “Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental” or its later update or replacement, including any time periods required by GG128 (see link in **Annex 02**). If a time period is not specified in GG128 then the *period for reply* applies unless agreed otherwise by the *Client.* |
| 1.10.2 | The *Consultant* complies with GG 128 Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental (see link in **Annex 02**), including any time periods required by GG 128. If no time period is specified in GG 128 the *period for reply* applies unless agreed otherwise by the *Client.* |
| 1.10.3 | Following the notification of an incident, the *Consultant*, in line with the *Client*’s standards, determines if a formal investigation is required and if necessary follows the notification, investigation and reporting procedures as set out therein. |
| 1.10.4 | The *Consultant* undertakes investigations with a competent person who has relevant training, knowledge and experience in effective accident/incident investigation. |
| 1.10.5 | Nothing prevents the *Consultant* from carrying out its own investigation of an incident, and in such case, the *Consultant* provides a copy of its completed incident report to the *Client*. |
| 1.10.6 | The incident report provides   * information on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a recurrence and * relevant photographs and statements as an integral part of the report. |
| 1.10.7 | Where the *Consultant* is compiling a draft investigation report, the *Consultant* discusses the findings of the draft report with the *Client* prior to the production of the final draft of such a report. |
| 1.10.8 | The *Consultant* implements applicable recommendations arising from incident investigations. |
| 1.10.9 | The *Client* has the right to investigate any incidents wherever they may occur. |
| 1.10.10 | The *Consultant* provides the *Client* unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the *Consultant* or the subcontractor for this purpose (subject to any statutory or contractual obligation prohibiting this access). |
| 1.10.11 | The *Consultant* provides a copy all materials related to an incident to the *Client*. Any materials that would otherwise fall to be disclosed by the *Consultant* to the *Client* may be withheld by the *Consultant* provided the *Consultant*‘s legal advisor confirms to the *Client* that the materials are   * a confidential communication between the *Consultant* and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors would normal expect to be given legal privilege in the normal course of its business with the *Consultant* or * a confidential communication between the *Consultant* or its legal advisers and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact-finding inquiries). |
| 1.10.12 | The *Consultant* ensures that all subcontracts (at any stage of remoteness from the *Client*) contain requirements similar to subparagraphs 1 and 11 above. |
| 1.11 Health and Safety Inspections | |
| 1.11.1 | The *Consultant*  * carries out formal site safety inspections as agreed with the *Client* and documents the findings of these inspections, * ensures that only competent persons carry out inspections, * notifies the *Client* in advance of the date of an inspection, and allows the *Client* to participate in inspections if the *Client* requests to do so and * takes effective actions to ensure that any issues identified during inspections are effectively addressed. |
| 1.12 Health and Safety Management Audit | |
| 1.12.1 | The *Consultant* allows the *Client* or their representatives unrestricted access to the premises, equipment, materials (including records) and Staff (unless a statutory obligation prohibits the disclosure of any such materials) to audit any or all of the *Consultant’s* health and safety management systems. The *Consultant* includes, in all subcontracts, the rights of access for the *Client.* |
| 1.12.2 | The *Consultant* implements all recommendations from such audits agreed by the *Client* within a timescale mutually agreed between the *Client* and the *Consultant*. |
| 1.13 Construction Design and Management (CDM) Regulations 2015 compliance | |
| 1.13.1 | Where the *service* falls within the definition of a notifiable construction activity, the *Client* ensures notification to the Health and Safety Executive (HSE) under an F10. |
| 1.13.2 | For the purposes of the CDM Regulations   * the principal contractor is to be appointed, * the principal designer is Cascade (Jacobs, Arcadis, COWI joint venture), * the client is the *Client*. |
| 1.13.3 | CDM duty holders (principal contractor and principal designer) discharge their obligations under the CDM Regulations 2015 in compliance with any approved code of practice or best practice guidance issued by the HSE. The *Consultant* provides the *Client* with evidence of such compliance for the CDM duties it undertakes, ensuring competent persons are maintained to continuously fulfil duty requirements throughout the *service*. |
| 1.13.4 | When two or more contractors are using the same site, the *Client*   * confirms who is undertaking the principal contractor duties (as defined by CDM Regulations 2015) and * instructs which (if any) duties are to be undertaken by the *Consultant.*   The *Consultant* refers to the Construction Industry Training Board (CITB) guidance if and when carrying out the principal contractor or principal designer role.Where the *Consultant* is not instructed to undertake the principal contractor and principal designer duties, the *Client* instructs others. |
| 1.13.5 | Not used. |
| 1.13.6 | Not used. |
| 1.14 Medical Fitness | |
| |  |  | | --- | --- | | 1.14.1 | The *Consultant* advises the *Client* of any known medical disability or condition of Staff, which is to be risk assessed and effective controls put in place to ensure their own health, safety and wellbeing and the health, safety and wellbeing of others on the LTC programme. The *Consultant* undertakes such risk assessment and implements such effective controls. | | |
| 1.15 Health Assessment and Control | |
| 1.15.1 | The *Consultant* ensures that Staff are provided with such health surveillance as appropriate, having regard to the risks to their health and safety which are identified by a risk assessment and in accordance with prevailing health and safety and other relevant legislation. |
| 1.15.2 | The *Consultant* makes wellbeing services available to Staff in line with the *Client’s* instructions. |
| 1.15.3 | The *Consultant* monitors and records working days lost due to illness and stress-related conditions, and introduces management systems for minimising ill health. This anonymised data is supplied on request to the *Client*. |
| 1.16 Alcohol and Substance Abuse | |
| 1.16.1 | The *Consultant* ensures Staff, whilst Providing the Service, are not at any time in possession of, do not take, have not taken, and are not under the influence of any intoxicating substance (‘Prohibited Substance’). This requirement does not apply where Staff possess a Prohibited Substance for bona fide medical reasons, for which the *Consultant* has obtained the prior agreement of the *Client* for such Staff to be Providing the Service. |
| 1.16.2 | The *Consultant* notifies the *Client* of Staff who are undergoing a voluntary detoxification/rehabilitation programme. |
| 1.16.3 | Where the *Client* is of the opinion, that any Staff may be in possession of, have taken, or are under the influence of any Prohibited Substance while Providing the Service, the *Client* may instruct the *Consultant* to perform a drug and alcohol test using the following as appropriate of such Staff   * breath testing by breathalyser, * urine testing by urinalysis and * a search of personal possessions/ work area of such *Consultant* employees for evidence of a prohibited substance.   The *Consultant* informs the *Client* of the result. |
| 1.17 Not Used | |
| 1.18 Not Used | |
| 1.19 Management of Road Risk | |
| |  |  | | --- | --- | | 1.19.1 | The *Consultant* ensures that it has systems in place for the effective management of occupational road safety in accordance with guidance provided by the HSE or other relevant industry guidance. | | 1.19.2 | The *Consultant’s* road safety management system has provision for assessing traffic management, driver competence and eligibility, driver safety training, vehicle maintenance and accident and incident investigation. | | |
| 1.20 Not Used. | |
| 1.21 Driving for Better Business | |
| 1.21.1 | The *Consultant* manages work-related road safety (WRRS) to an appropriate standard as part of its organisation’s health and safety at work programme. |
| 1.21.2 | Within six months of the date the contract came into existence, the *Consultant*   * + - * + undertakes a risk assessment of their ‘driving at work’ activities which covers all drivers and vehicles that may be used on business,         + implements a ‘driving for work’ policy, that complies with HSE guidance and applies to all areas of the business, all types of driving undertaken and is communicated effectively to Staff who may drive for business purposes,         + prepares a statement from the chief executive officer or board director responsible for WRRS that outlines the importance of work-related road safety,         + implements an effective system for measuring and monitoring fleet activity including the frequency and severity of any collisions, together with driver and vehicle compliance regarding * records of crashes and investigation results, * driver training or education supplied, * Staff policy acceptance, * driver licence checking and * vehicle checks and defect reporting,   implements an effective system for promoting the same level of awareness regarding WRRS and compliance with HSE guidance with subcontractors (at any stage of remoteness from the *Client*). Such Staff complete ‘the Driving for Better Business Commitment’ (DfBB) (see **Annex 02**). The *Consultant* takes any required measures to ensure declarations are correct,  demonstrates to the *Client* the reduction of collisions, incidents or instances of non-compliance year on year, or provides a reasonable explanation if this is not the case and  includes these requirements in all subcontracts and supply agreements. |
| 1.21.3 | The *Consultant* works towards becoming a business champion in National Highways Driving for Better Business Campaign (see link in **Annex 02**). Where the *Consultant* is already working for the *Client* on another contract, they are required to be a DfBB business champion. Where the *Consultant* is newly contracted with the *Client* they have 6 months in which to become a DfBB business champion from the date the contract came into existence. |
| 1.22 Security | |
| 1.22.1 | The *Consultant* ensures Staff consents to the searching at any time by an authorised representative of the *Client* of their person or of any article including   * any container, * package, * box, * holdall, * suitcase or * vehicle   which is in the possession or use of Staff on the *Client*’s premises, property or sites. |
| 1.22.2 | The *Consultant* removes any person not complying or unwilling to comply with the requirements above from the *Client*’s premises, property or sites and not permitted access to the *Client*’s premises, property or sites. |
| 1.23 Not Used | |
| 1.24 Not Used | |
| 1.25 Home Safe and Well Initiative | |
| 1.25.1 | The *Consultant* commits and contributes to the *Client’s* Home Safe and Well initiative (see **Annex 02**) and considers where a positive difference can be added to ensure everyone is able to return home safe and well every day. The *Consultant*   * considers how their role in connecting the country can really make a difference and embed safety as the first imperative across all areas of responsibility, * recognises the behaviours that enable the culture change required to achieve our vision and deliver the objectives of the organisation, * engages and collaborates as appropriate with the wider business, supply chain and other stakeholders to promote health, safety and wellbeing, recognising behaviours that bring “Home Safe and Well” to life and * is responsible and accountable for the health, safety and wellbeing of Staff and those the *Consultant* works with. |