

obligations under the Call-Off Contract. The Buyer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Buyer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.

- 4-2.6.2 While on the Buyer premises, the Supplier shall comply with any health and safety measures implemented by the Buyer in respect of Supplier Staff and other persons working there.
- 4-2.6.3 The Supplier shall notify the Buyer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Buyer premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 4-2.6.4 The Supplier shall comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Buyer premises in the performance of its obligations under the Call-Off Contract.
- 4-2.6.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Buyer on request.

#### 4-2.7 Criminal Damage

- 4-2.7.1 The Supplier shall maintain such standards of vigilance and will take all such precautions as are advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 ("Compensation Order") or as may from time to time be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Buyer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Buyer under any insurance policy).
- 4-2.7.2 If during the term of this Call-Off Contract any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation pursuant to the provisions of the Compensation Order ("CDO Event") the following provisions of this clause 4-2.7 shall apply.

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- 4-2.7.3 The Supplier shall make (or shall procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as practicable after the CDO Event and shall pursue any such claim diligently and at its cost. If appropriate, the Buyer shall also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the cost of the Buyer and the Supplier shall (at no additional cost to the Buyer) provide such assistance as the Buyer reasonably requires with such appeal.
- 4-2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

