

NEC4 Engineering and Construction Short Contract

Pagabo Small Works DPS

Incident Response on Isle of Wight, Solent and South Downs

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Brighstone Landscaping Limited
For	Provision of incident response and routine maintenance on the Isle of Wight in SSD
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information

Contract Data

The *Client's* Contract Data

The <i>Client</i> is	Environment Agency	
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications		
Name		
Address for communications		
Address for electronic communications		
The <i>works</i> are	Incident response activities including 24hr standby, attending incidents and carrying out emergency requests.	
The <i>site</i> is	Any location on the Isle of Wight, generally on Environment Agency maintained watercourse or Environment Agency assets	
The <i>starting date</i> is	01 February 2025	
The <i>completion date</i> is	31 January 2026	
The <i>delay damages</i> are	Nil	Per day
The <i>period</i> for reply is	2	weeks
The period between completion of the <i>works</i> and the <i>defects date</i> is	26 weeks	
The <i>defects correction period</i> is	4	Weeks, except that
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	Nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is:		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is	0.5%	per complete week of delay.
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000	
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	1.2x the replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	1.2x the replacement cost	The <i>defects date</i> plus 2 years
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>	Minimum £2,000,000 in respect of every claim without limit to the number of claims	The <i>defects date</i> plus 2 years
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	Litigation in the courts	

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions.

Z1	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed <i>subcontractor</i> to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed <i>subcontractor</i> until the <i>Client</i> has accepted them.
Z1.2	Payment to <i>subcontractors</i> and <i>Delivery Partners</i> will be no more than 30 days from receipt of correct invoice.
Z2	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the <i>works</i> does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
Z4	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the <i>works</i> which the Scope states they are to design.
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.

Z7	Change to Compensation Events
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and subcontractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the underlying Framework Agreement.
Z9	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z14	Inflation
Z14.1	<p>At the Contract Date the total of the Prices includes sums to cover inflation until Completion.</p> <p>On each anniversary of the <i>starting date</i> the Prices for remaining <i>works</i> are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining <i>works</i> by adjusting the Prices by the latest CPI rate on the anniversary of the <i>starting date</i> published by the Office of National Statistics.</p>

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is
Name	Brighstone Landscaping Limited
Address for communications	
Address for electronic communications	
The <i>fee</i> percentage is	
The <i>people rates</i> are	
category of person	
Contracts Manager	
Contracts Supervisor	
Operative	
The <i>published list of Equipment</i> is	
The <i>percentage for adjustment for Equipment</i> is	

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is	£98,221.87
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	Enter the total of the Prices from the Price List.
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Signed on behalf of the *Contractor*

Name	
Position	
Signature	
Date	

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client* [signatory in accordance with FSOD requirements]

Name	
Position	
Signature	
Date	

Price List

The *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item	Description (See Appendix A)	Unit	Quantity	Rate per Unit	Price (Rate x Qty)
1	24-hour standby for 2 persons (rate provided to be for 2 persons, per day)				
1.1	Feb 2025	Per Day	28		
1.2	Mar 2025	Per Day	31		
1.3	Apr 2025	Per Day	30		
1.4	May 2025	Per Day	31		
1.5	Jun 2025	Per Day	30		
1.6	Jul 2025	Per Day	31		
1.7	Aug 2025	Per Day	31		
1.8	Sep 2025	Per Day	30		
1.9	Oct 2025	Per Day	31		
1.10	Nov 2025	Per Day	30		
1.11	Dec 2025	Per Day	31		
1.12	Jan 2026	Per Day	31		
2	Maintain Incident Response Equipment (every other month)	Bi-month	6		
3	Pagabo Fee (2% of Items 1-12, 2)	Sum			
Total of the prices					98,221.87
Additional Rates					
4	Daytime hourly rate per person (Mon-Fri, 09:00-17:00)	Per Hour	-		
5	Outside working hours hourly rate per person (anytime outside daytime hours)	Per Hour	-		

The method and rules used to compile the Price List are:
Civil Engineering Standard Method of Measurement 4th edition (CESMM4)

Sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract:	N/A as we will not be using subcontractors on this contract.
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	

Scope

1. Description of the works

1.1 Project background

1.1.2 The main objective of this contract is the provision of incident response on the Isle of Wight, to enable the *Client's* Incident Rooms to be prepared for, respond to, and to manage emergencies and major incidents.

1.2 Description of the works

1.2.1 The *works* for incident response comprises three (3) phases which are Stand-By (24/7), Mobilisation and Stand-Down. The *Client* is responsible for designation of these phases. See **Appendix A** for the specification.

1.2.2 The Contract will initially be for a period of 12 months but may be extended at the *Client's* discretion for up to a further 36 months.

1.3 Contractor's Design

1.3.1 None required.

1.4 Access to the Site

1.4.1 During incident response, the *Contractor* should note the details on the Operational Instructions with respect to site locations, distances to be travelled, possible access difficulties, etc.

1.4.2 During incident response, the *Contractor* must inform the *Client* if they deem access to site to be unsafe.

1.5 Sharing the Site with the *Client* and Others

1.5.1 The *Contractor* shares the Site with others. Before entering the Site, the *Contractor* shall identify if Others are present. If Others are present, then the *Client* must be informed.

1.5.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*. This shall include:

- What is being done
- Who is doing it
- When it is being done, and for how long
- Where is it being done
- How the *Contractor* is to co-operate and share the Working Areas

1.6 Management of the Works

1.6.1 The *Client* and *Contractor* administer the contract using the *Client's* contract management tools. This is currently FastDraft.

1.6.2 The *Contractor* shall obtain agreement from the *Client* prior to changing any individuals provided under this contract.

1.6.3 The *Contractor* shall inform the *Client* via issuing an updated passport submission if there are new employees available to undertake Asset Operation and Response support.

1.6.4 The *Contractor* shall inform the *Client* via issuing an updated passport submission if any existing employees on the passport are no longer available to provide Asset Operation and Response support.

1.6.5 The *Contractor's* staff shall immediately inform the *Client* and own organisation if unable to perform the instructed role.

1.6.6 The *Client* and *Contractor* attend the following meetings:

- Monthly progress meetings from the *starting date*. The *Client* confirms the date and venue of these meetings.
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.

1.6.7 The *Contractor* shall submit an updated programme a minimum of 2 working days ahead of the monthly progress meeting. During the progress meeting the *Contractor* shall:

- Highlight the progress achieved since the last programme submission.
- Explains any deviation from the previous programme in terms of progress and/or changes to the planned activities.
- State the expected date when the *Contractor* forecast to complete the *works*.
- Detail any lost days.
- Summarise the latest commercial position with detail of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, the forecast of the Prices.

1.7 Quality Management

1.7.1 After each system trial, major flood emergency event and each minor event where the emergency response was not satisfactory, the *Client* and *Contractor* shall hold a meeting for the purpose of reviewing the overall joint emergency response and implementing any changes/improvements deemed necessary.

1.7.2 The *Client* shall notify a defect to the *Contractor* at any time before the defects date.

1.7.3 The *Contractor* shall correct a defect whether or not the *Client* has notified it.

1.7.4 Before completion, the *Contractor* shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.

1.8 Tests and Inspections

1.8.1 The *Contractor* is to ensure that all equipment, including incident response equipment, is regularly tested and inspected.

1.8.2 The *Contractor* can expect to be asked to demonstrate the following elements:

- a. The on-call communication system.
- b. The *Contractor's* Agent/Supervisor/Operative communication system.
- c. The *Contractor's* familiarity with operational sites.
- d. The *Contractor's* attendance at sites with specified plant, transport, labour and equipment, within the maximum response time.
- e. The *Contractor's* familiarity with operational procedures.
- f. The *Contractor's* reporting.

1.8.3 Should the *Client* test one of its temporary deployment plans the *Contractor* may be approached to participate in the exercise.

1.9 Consents, Permits and Licenses

1.9.1 The *Client* shall obtain the necessary consents, permits, licenses and/or agreements from third parties in relation to the *works*.

1.10 Health, Safety & Environment

1.10.1 The *Contractor* shall adhere to their own safe systems of work.

1.10.2 The *Contractor* shall be briefed by the *Client* on site specific risks and control measures, and the *Contractor* shall take account of these in how the *Contractor* delivers the *works*.

1.10.3 The *Client's* SHEW CoP is applicable to the *Contractor* in providing the *works*.

1.10.4 Due to the nature of the incident response, *Works* shall primarily be undertaken with no supervision from the *Client* therefore the *Contractor* shall ensure there is a suitable *Contractor* supplied supervisor on site. As a result:

- The *Contractor* must follow their own risk assessments and own safe ways of working when working under their own supervision and no *Client* staff are present on site.
- The *Contractor* must maintain regular communication with the *Client* at all times until they are instructed to stand down.

1.10.6 The Construction, Design & Management (CDM) Regulations are not applicable to the *works*.

1.10.7 During incident response and emergency situations, a dynamic risk assessment must be completed by the *Contractor* to assess the risk and safety when the *Contractor* attends Site.

1.10.8 The *Contractor* shall ensure that correct Personal Protective Equipment (PPE) is worn for any *works* undertaken.

1.10.9 The *Contractor* is to provide a designated responsible person on Site when any *works* are undertaken who acts on behalf of the *Contractor* and be capable of accepting instructions and variations from the Agency.

1.10.10 If a member of the *Contractor's* staff falls ill or are unable for whatever reason to be able to respond, the staff member shall immediately inform their employers. The *Contractor* shall inform the *Client* immediately of any change in the level of incident response support. The *Contractor* shall either supply a new member of staff to fill this role (shall be part of the passport submission) or confirm that no support can be given for that instruction for incident response support.

1.11 Procurement of subcontractors

1.11.1 Subcontractors are to be selected using best value processes. This requires the *Contractor* to make reasonable attempts to obtain three competitive tenders for all work in excess of £25,000 and undertake a value-based assessment on the submitted assessments. The *Contractor* shall submit this assessment to the *Client* for acceptance.

1.12 Communication and engagement

1.12.1 The *Contractor* shall not take or act upon instructions from owner/occupiers or members of the public without the prior discussion with, and agreement of the *Client*, who will assess the problem in the context of the developing situation.

1.12.2 The *Contractor* shall provide photographs of the *works* provided, as agreed with the *Client*, to support the development of a photograph catalogue that can be used by all Parties in publications, social media channels and communications materials, in line with the *Client's* branding guidance.

1.13 Completion

1.13.1 The *Contractor* shall provide photographs of the *works* provided to confirm completion.

1.13.2 Where possible the *Client* will attend site to quality check the standard of work. However, due to limited *Client* resource, thorough photo evidence is very important.

1.13.3 The *Client* is responsible for making the final judgement following a Site inspection.

1.14 Accounts and Records

1.14.1 The *Contractor's* application for payment shall be submitted on FastDraft and supported by a breakdown of the *works* for which payment is due in the format provided in the Price List.

1.14.2 For incident response, the *Contractor* is to submit a Compensation Event, this is to be submitted on a monthly basis.

1.14.3 Following Completion, the *Contractor* shall submit applications for payment on a monthly basis unless otherwise agreed with the *Client*.

1.14.4 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote the relevant Framework Hub / Area, and PO number in the email subject line.

- apinvoices-env-u@gov.sscl.com and
- ea_invoices-pa@environment-agency.gov.uk

2. Specifications

Title	Version No	Issue date	Tick if publicly available
Asset Operation and Response – Scope (Additional)	V1	July 2024	
Supply Chain Passport Template	V2	Feb 2024	
Exchange Information Requirements (LIT 17641)	V3	Dec 2022	
Safety Health Environment & Wellbeing (SHEW) CoP	V6	Dec 2023	
Control of Substances Hazardous to Health (COSHH) Regulations 2002			
Appendix A – IOW Incident Response Contract Specification	V8	Nov 2025	

4. Constraints on how the *Contractor* Provides the Works

4.1 General Constraints

4.1.1 Where possible, constraints regarding access, use of the site, parking, noise, and variations, working hours for each of the assets will be provided by the *Client* where required.

4.2 Confidentiality

4.2.1 The *Contractor* shall not engage with the media unless instructed to by the *Client* and shall ensure all media requests are sent to the *Client*.

4.2.2 The *Contractor* shall not disclose information in connection with the *works* except when necessary to carry out their duties or obligations under the contract.

4.2.3 The *Contractor* may publicise the *works* only with the *Client's* prior written permission.

4.2.4 The *Contractor* shall ensure that commercial sensitivity is observed regarding rates and that these are not discussed between the *Client* and *Contractor's* staff when providing Asset Operation and Response support.

4.2.5 The *Contractor* shall not process Personal Data.

4.3 Protection against Damage

4.3.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on *site* are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier.

4.3.2 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the *Client*.

4.3.3 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client*. The *Contractor* shall inform the *Client* of their intention to continue work at this site or submit a request to the *Client* that they may either postpone work or be permitted to start work at another site. If the *Contractor* decides to continue at the original site, this will be at his own risk.

4.3.4 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.

4.3.5 The *Contractor* shall be responsible for obtaining and/or registering for any necessary waste exemptions.

4.3.6 The *Contractor* shall undertake an inspection and obtain pre and post work condition photos of any access routes that are expected to be used. This shall be made available to the *Client's* Project Manager upon request.

4.3.7 The *Contractor* should be aware that some stations have cableways extending across the river, which must not be disturbed or damaged.

4.3.8 The *Contractor* shall be responsible for ensuring that no damage occurs to existing structures. Any such damage shall be repaired at the *Contractor's* own expense.

4.4 Equipment

4.4.1 The *Contractor* shall choose the most appropriate equipment and plant to complete the works.

4.4.2 The *Contractor* ensures that all equipment and plant is maintained.

4.4.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.

4.5 Site Access

4.5.1 The *Contractor* must maintain free and uninterrupted access for all persons who own, occupy, farm, fish or currently enjoy access to any land or watercourses affected by the site or the *Contractor's* operations unless specifically instructed, agreed with the *Client*, or for safety reasons.

4.5.2 The *Client* will, where such information exists, make available information showing the normal access route to specific reaches and ownership and/or occupation of local land, however the responsibility for arranging access will rest solely with the *Contractor*. Where an unusual access route to a site is necessary then the *Client* must be given prior notice to confirm that a sensitive site will not be crossed.

4.5.3 The *Contractor* must abide by owner/occupier's wishes as far as is practicable for routing of access across his land, and/or around growing crops, even though this may not be the most direct route.

4.5.4 If an emergency arises for reasons of safety or to prevent flooding the regulations for access and use of sites may be relaxed. The *Client* must be informed on each occasion as soon as reasonably practicable. Wherever possible the *Contractor* should attempt to notify the owner/occupiers. Where emergency works are required on protected sites of special scientific interest (SSSI) the *Client* has a duty to inform Natural England as soon as possible after the event.

4.5.5 The *Contractor* will be delegated powers under Section 170(1) of the Water Resources Act 1991 to enter onto land and premises for the purposes or carrying out visual surveys, inspections and measurements.

4.6 Maintaining Asset Operation and River Flow

4.6.1 The *Contractor's* operations must not reduce the effectiveness of existing flood defences. If flood defences are required to be altered, the *Contractor* must obtain written approval from the *Client*.

4.6.2 The *Contractor* must ensure that the channel is kept clear of debris and river deposits arising from any work it undertakes throughout the period of the contract. The *Contractor* must further ensure that no debris is permitted to be washed downstream beyond the works which may cause obstruction to the flow at any place below site.

4.6.3 The *Contractor* is solely responsible for any deterioration in the condition of the existing flood defence caused by its method of working, including its method of access.

4.6.4 If in the opinion of the *Client*, the method of working adopted by the *Contractor* in any way threatens the integrity of the flood defence the *Contractor* shall make good any damage caused and submit proposals for a revised method of working. The costs of making good any damage and revisions to the method of working, including any delays, shall be borne solely by the *Contractor*.

4.7 Waste Disposal

4.7.1 Material removed from site by the *Contractor* shall be disposed of in accordance with the Environmental Protection Act 1990, the landfill regulations 2002, 2004 and any relevant regulations made in the future. Such material may only accumulate on site for the purposes of collection and drying and must be removed from site as soon as practicable. Material may only be transported by a registered carrier.

- 4.7.2 When applicable, the *Contractor* should forward copies of weigh/tip tickets to the *Client*.
- 4.7.3 The island does not have a registered hazardous waste site, but the local site will store hazardous material prior to disposal on the mainland at a registered site.
- 4.7.4 The *Contractor* is required to enter a contract with the landfill site for storage until the *Contractor* can legally dispose the hazardous waste to a registered site on the mainland.
- 4.7.5 The *Client* has a policy of recycling waste if possible and the *Contractor* must make allowance to sort the waste to minimise the material taken to the tip.
- 4.7.6 Natural occurring material will be disposed of on site, unless otherwise specified. Non-natural occurring material will not be permitted to be disposed of on site. If there is any doubt as to the nature of the material, then it should be removed off site or referred to the Agency.
- 4.7.7 Material disposed on the banks should generally be deposited on the top of the bank so as not to form a hazard during times of high water and flooding.
- 4.7.8 Where flood banks are present material must be deposited on the near bank. Material must not be deposited on berms or accesses.
- 4.7.9 When removing material from within the watercourse (aquatic weed, silt or spoil) the method selected by the *Contractor* should be that which minimises the extraction of water.

4.8 Confined Spaces

- 4.8.1 The *Client* has no routine maintenance that involves confined spaces.
- 4.8.2 The *Contractor* must not enter any confined spaces unless it has been authorised by the *Client* to do so.
- 4.8.3 The *Contractor* must have the relevant confined spaces training and qualifications to operate in a confined space.
- 4.8.4 The *Client* cannot guarantee the stability or structural integrity of any of the structures.

5. Services and other things provided by the *Client*

Item	Date by which it will be provided
FastDraft Access	February 2025

6. Site Information

6.1 The Sites

6.1.1 The Sites are located along watercourses that are classified as 'Main River' by the *Client*. The watercourses vary in width and depth and are in both urban and rural settings. The Sites also include assets along the coastline and Monktonmead Pumping Station in Ryde.

6.2 Access to Site

6.2.1 Limitations: Existing access points are not guaranteed and may have changed. If on site a safer access point is identified through a dynamic risk assessment, then this must be used. The suitability of access points will change overtime and therefore must constantly be assessed.

6.3 Use of the Site

6.3.1 General: The Site should only be used for the *works* that have been specified.

6.3.2 Limitations: Sites can often be in remote locations away from welfare facilities.

6.4 Health and Safety Hazards

6.4.1 General: The nature and condition of the Sites cannot be fully and certainly ascertained. However, the following hazards are or may be present:

- Watercourses
- Steep embankments
- Deep silts
- Poisonous plants / invasive species
- Sewage
- Members of the public
- Motor vehicles
- Machinery / plant
- Hidden or unknown utilities
- Slippery surfaces
- Vegetation
- Structures

6.4.2 Limitations: The sufficiency of this information is not guaranteed and there may be additional health and safety hazards. This should be assessed on Site during a dynamic risk assessment.

6.5 Information

6.5.1 The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the *works*.

6.6 Site Staff

6.6.1 The *Contractor* is to draw to the attention of all personnel working on the Site the nature of site, any hazards and the need to apply the appropriate precautionary measures.