

- 1) only store gas cylinders in locations approved by the Company;
- 2) not store them in a position that will cause an obstruction to passageways, passenger areas, or staff accommodation, or be near any source of ignition;
- 3) ensure that cylinders are stored in locked cages, kept vertical and properly fixed and supported;
- 4) ensure that all hoses and cylinder keys are removed from cylinders and kept close to hand;
- 5) use cylinder trolleys for all movements of gas cylinders and all cylinders shall be secured to the cylinder trolley by either a suitable chain or strap;
- 6) provide signage at the entrance of premises when gas cylinders are being stored.

32.4.2 Use of Gas cylinders

Hoses connected to gas cylinders shall be of the braided or armoured type to prevent damage and risk of gas leakage and fitted with flash arresters.

32.5 Permit to Work

A permit is required for Hot Works, Certain Working at Height tasks, Confined Spaces Working, Certain Working over Water tasks, Electrical Work interfacing with live systems and any other work where normal precautions are likely to be insufficient to safely manage risks.

32.6 Electrical Services

Suppliers shall seek information on electrical integrity of the premises or supplies and their isolation from the designated representative of the Company

32.7 Working at Height

Prior to any roof construction or repair, being undertaken, the Supplier shall consult the designated representative of the Company regarding the ability of a roof to bear maintenance loads and foot traffic.

Properly tended and secured ladders may be used if the job is one-off and does not involve 2-handed working at height. For a job which requires frequent ascent/descent, takes more than 30 minutes or two handed working, proper, purpose designed platforms are to be used.



32.8 Plant Rooms

Suppliers shall only enter Plant rooms with the authority of the designated representative of the Company.

Works on the sewage systems and electrical distribution boards shall only be carried out by specialist personnel.

Where isolation of the fresh water and sewage discharge systems is required, the Supplier shall consult the designated representative of the Company.

33 Temporary works

Suppliers shall:

- 1) provide, maintain and remove on completion of the Contract all temporary works needed for the execution of the Contract;
- 2) submit detailed design drawings, calculations and specifications for all temporary works to the Company for acceptance;
- 3) ensure that designs are submitted at such times agreed with the Company;
- 4) design all temporary structures to carry the loads they are required to support;
- 5) modify the detailed design drawings, calculations and specifications for temporary works if required by the Company;
- 6) note that acceptance by the Company of the detailed drawings of temporary structures in no way relieves the Supplier of any responsibility under the Contract;
- 7) the duration of the work shall be agreed with the Company.

34 Vehicles carrying out mobile works on or adjacent to the public highway

The Supplier shall equip all vehicles carrying out mobile works on or adjacent to the public highway with:

1. A “roof-mounted” floodlight capable of providing adequate illumination of the work site.
2. At least one “roof-mounted” lighting bar or flashing yellow lights which should only be activated when the vehicle is parked at a work site.

All works on the highway shall comply with the requirements of the Safety at Street Works and Road Works as a minimum.



35 Work on Piers

35.1 Risk assessments and Method statements for piers

Risk assessments and method statements for works on piers shall reflect the unusual nature of the pier environment; recognising:

- 1) Piers are floating pontoons on tidal water, surrounded by water that can be fast flowing and are subject to movement (sometimes quite sudden) caused by boat operations.
- 2) There is a risk of falling in the water when working outside the pier edge barriers (guard rails).
- 3) The river is used by a large number of commercial vessels which can create hazards close to the piers.
- 4) Piers are accessible to boat operators and the public during operational hours and can often have large numbers of tourists and commuters passing along them. These include non-English speakers, children and people with disabilities.
- 5) Piers have limited access via ramps/brows that vary in angle of ascent/descent throughout the day.
- 6) Piers contain confined spaces and plant rooms with restricted access and egress and potential risks from depleted or hazardous atmospheres.
- 7) Most of the piers have unprotected roofs requiring fall prevention measures
- 8) As a working environment, piers have a higher than average number of trip and snagging hazards.
- 9) Rats and mice live in the river walls and regularly appear on the piers, creating the potential for infections such as Weil's disease.

35.2 Induction to piers

Before working on Company piers for the first time, all contractors must have a site induction from the duty Pier Controller to familiarise them with the specific hazards associated with the piers. The London River Services Guide to Contractors forms the main part of the induction and contractors are expected to familiarise themselves with the content prior to starting work. Copies will be supplied by the Company. Additional information or site tours will be provided as deemed necessary by the Pier Controller on duty or the Piers Manager.

35.3 Authorisation to Work on piers

Before starting work on London River Services property, Suppliers shall obtain an authorisation to work from the Company. The Company shall indicate the duration of the authorisation.



When working on unmanned piers contractors are to telephone the LRS office on 0207 941 2400 to inform LRS staff of the start and completion of work. When working on a manned pier, the Pier Controller must be informed before work starts and when work has finished.

For emergency work and call outs to unmanned piers, authorisation may be given verbally by phone. Suppliers shall inform the Company of any hazards which may be created by their work.

35.4 Access to offices at piers

The Supplier shall not enter the offices at Tower, Westminster and Embankment piers, without the permission of the Pier Controller and the tenant of the office.

35.5 Pier Keys

The Supplier shall return all keys to the Pier Controller or Piers Manager when jobs are completed or when leaving site.

35.6 Security of piers

To minimise the risk to the public and in particular children from the river, you must ensure that the boat access (barrier) gates are kept shut at all times. If it is necessary to have a gate open for the movement of materials, someone must be stationed at the gate to prevent public access to the water's edge.

35.7 Specific storage restrictions on piers

The deck areas are not suitable for long term storage of materials as they could present a slip/trip hazard to pier users and an obstruction to moorings and emergency escape routes. If storage on the deck is required it must be by agreement of the Piers Manager and suitably guarded from the public.

35.8 Confined Spaces on piers

The Supplier shall manage their entry into ballast tanks and other compartments on piers signed as confined spaces as confined spaces.

Pier voids or tanks shall not be used for combustible material storage.

35.8.1 Additional Fire watch precautions on piers

Particular attention must be paid to the other side of a steel bulkhead where welding is taking place.



35.9 Emergency procedures on piers

35.9.1 General emergency arrangements for piers

In an emergency at a manned pier contact the pier controller. Give details of incident type, location and nature of any injuries. At other times, and on unmanned piers use the Emergency Call Point and call 999 and ask for the required emergency service.

35.9.2 Fire procedures while working at a pier

On arrival at the workplace:

1. If the pier is manned, the Contractor must contact the LRS Pier Controller.
2. If the pier is unmanned, the Contractor must familiarise himself with fire exits, escape routes, the emergency call points/alarm points and location of any fire fighting equipment.

35.9.3 Unmanned Piers - Action to be taken on discovering/starting a fire

Suppliers shall ensure that all parties working on piers are aware of the following emergency arrangements for unmanned piers:

1. Shout "fire" loudly.
2. Sound the pier fire alarm by breaking the glass at the fire alarm point.
3. If there are boat operators staff on the pier inform them immediately.
4. Leave the pier by the nearest safe brow.
5. Call the Fire Service by dialling 999, stating "Fire on (Name of) pier"
6. When all personnel are safely off the pier and the emergency services have been informed, call London River Services (LRS) on ***** so that passenger services can be made aware of the issue and LRS staff can attend the scene.

35.9.4 Action on hearing the fire alarm on manned piers

When the fire alarm sounds continuously, if it is safe to do so, the Supplier shall close all the windows in the work area and switch off all electrical apparatus in the work area.

The Supplier shall immediately evacuate their personnel to the Fire Assembly Point via the brows (gangways) located near the centre of most piers. The Supplier shall report to the Pier Controller and either provide confirmation of the safe evacuation of their personnel or notify the Pier Controller of any personnel who are unaccounted for.

If the Supplier considers that their actions have resulted in the alarm being sounded, following the evacuation, this shall be reported immediately to the Pier



Controller. (On a smoke or heat detector this will be confirmed by an illuminated red indicator. This can only be reset from the Main Control Panel).

Depending on circumstances at manned piers, the Pier Controller may arrange evacuation by boat. The Supplier shall follow the instructions of the Pier Controller at all times.

The Supplier shall not attempt to re-enter the pier until authorised by the Senior Fire Officer or Pier Controller.

35.9.5 Medical Assistance on piers

In the event of an emergency, inform the Pier Controller if the pier is manned and then telephone 999 for an ambulance or the Fire and Rescue service at the pier.

Suppliers are required to make their own arrangements. Where this is not possible, the Company must be informed and agreement on first aid provision reached.

35.9.6 Spillage on piers

The Supplier shall report any spillage to the Pier Controller.

36 Definitions

The following topic-specific definitions are created:

Term	Definition
Company	For Health and Safety Contract Conditions, the party procuring goods, services or works.
Emergency Plan	A document setting out a planned and co-ordinated response to a sudden hazardous occurrence or danger, which requires immediate action.
Company Premises	Premises owned or managed by Company.
Sub-contractor	Parties appointed by a Supplier.
Supplier	For Health and Safety Contract Conditions, the primary organisation or individual that is selected to deliver a product, service or facility to the Company. This may include consultants, contractors and excludes organisations or individuals selected by and contracting directly to them.



36.1 Person accountable for the document

Person accountable for the document
Catherine Behan - Head of H&S – Surface Transport

36.2 Document history

Edition	Date	Changes	Author
A1	April 2016	1 st issue	CB



lieu of the liability of the Company and agrees to be bound by the terms of the Contract in every way as if the New Company were and had been a party to the Contract at all times in lieu of the Company;

2.3 for the avoidance of doubt, it is hereby expressly agreed that:

2.3.1 any and all rights, claims, counter-claims, demands and other remedies of the Supplier against the Company accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and

2.3.2 any and all rights, claims, counter-claims, demands and other remedies of the Company against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier.

2.4 the Company transfers its rights and obligations under the Contract to the New Company.

3. A person who is not a party to this Deed may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

Executed as a deed by the parties and delivered on the date of this Deed

Executed as a deed by affixing the Common Seal of)

London Underground Limited)

in the presence of: -) *[Authorised Signatory]*

Executed as a Deed by [SUPPLIER])

acting by)

) Authorised Signatory

and)

) Authorised Signatory

Executed as a Deed by [NEW COMPANY]

)

acting by

)

) Authorised Signatory

and

).....

) Authorised Signatory

Schedule 8

Not Used

□

Schedule 9
Form of Collateral Warranty

THIS AGREEMENT is made the _____ day of _____ 201[]

BETWEEN :-

- (1) **London Underground Limited** registered in England and Wales under number: 01900907 and having its registered office at Windsor House, 42-50 Victoria Street, London SW1H 0TL (the "**Company**");
- (2) [_____] a company registered in England and Wales under number: [.....] and having its registered office at [.....] (the "**Sub-Contractor**"); and
- (3) [_____] a company registered in England and Wales under number: [.....] and having its registered office at [.....] (the "**Supplier**").

WHEREAS :-

- (A) The Company has entered into a contract with the Supplier (the "**Main Contract**") pursuant to which the Supplier is to undertake and complete the following services: [_____] (the "**Services**").
- (B) The Sub-Contractor has submitted a tender to the Supplier for the carrying out and completion of certain parts (the "**Sub-Contract Services**") of the Services referred to above as more particularly described in the tender.

NOW IN CONSIDERATION of the payment of £1 (one pound) by the Company to the Sub-Contractor (receipt of which the Sub-Contractor hereby acknowledges) IT IS HEREBY AGREED as follows:

1. The Sub-Contractor warrants to the Company that:
 - (a) the Sub-Contract Services have been and will be carried out with the skill and care to be expected of appropriately qualified and experienced professional contractors with experience in carrying out works or services of a similar type, nature and complexity to the Sub-Contract Services;

- (b) reasonable skill and care has been and will continue to be exercised in connection with:
 - (i) the design of any goods, works or services to the extent that the Sub-Contractor has or will be responsible for such design;
 - (ii) the selection of all goods and materials comprised in the Sub-Contract Services (in so far as such goods and materials have been or will be selected by the Sub-Contractor);
 - (iii) the satisfaction of any performance specification or requirement in so far as the same are included or referred to in the contract between the Supplier and the Sub-Contractor in relation to the Sub-Contract Services (the "Sub-Contract");
 - (iv) the execution and completion of the Sub-Contract Services;
 - (v) the Sub-Contract Services will, on completion of the Main Contract, comply with all Applicable Laws and Standards (as such capitalised terms are defined in the Main Contract);
- (c) the Sub-Contract Services will be reasonably fit for the purposes for which they are intended (awareness of which purposes the Sub-Contractor hereby acknowledges) and in particular but without limitation will be so fit for the period and with a rate of deterioration reasonably to be expected of high quality, reliable, well designed and engineered goods, materials and construction; and
- (d) it has the right to grant to the Company all licences (including without limitation all rights to sub-licence) of all intellectual property rights as contemplated in this Agreement.

For the purposes of construing the warranties in this Clause 1 references to the Sub-Contract Services shall include any part of the Sub-Contract Services. Each warranty shall be construed as a separate warranty and shall not be limited by reference to, or reference from, the terms of any other warranty or any other term of the Sub-Contract.

- 2. The Sub-Contractor shall, save in so far as he is delayed by any event in respect of which the Supplier is granted an extension of time under the Main Contract for completion of the Services:

(a) execute, complete [and maintain] the Sub-Contract Services in accordance with the provisions of the Sub-Contract; and

(b) ensure that the Supplier shall not become entitled to any extension of time for completion of the Services or to claim any additional payment under the Main Contract due to any failure or delay by the Sub-Contractor.

3. The Sub-Contractor shall from time to time supply the Company and the Supplier with such information as either may reasonably require.

4. To the extent that the intellectual property rights in any and all Documents have not already vested in the Company or the Supplier, the Sub-Contractor hereby grants to the Company an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Sub-Contractor incorporated or referred to in them for the following purposes:

(a) understanding the Services;

(b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Services;

(c) extending, interfacing with, integrating with, connecting into and adjusting the Services;

(d) enabling the Company to carry out the operation, maintenance repair, renewal and enhancement of the Underground Network (as such capitalised terms are defined in the Main Contract);

(e) executing and completing the Services; and

(f) enabling the Company to perform its functions and duties as Infrastructure Manager and Operator of the Underground Network (as such capitalised terms are defined in the Main Contract)

provided always that the Supplier shall not be liable for the consequences of any use of the Documents as aforesaid for any other purpose. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the Sub-Contractor.

For the purposes of this Clause, the term "**Documents**" shall mean documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Sub-Contractor in connection with the Sub-Contract (whether in existence or to be made).

5. The Sub-Contractor agrees:
 - (a) on request at any time to give the Company or any persons authorised by the Company access to the material referred to in Clause 4 and at the Company's expense to provide copies of any such material; and
 - (b) at the Sub-Contractor's expense to provide the Company with a set of all such material on completion of the Sub-Contract Services.
6. The parties hereby agree that:
 - (a) this Agreement shall be personal to the Sub-Contractor;
 - (b) the Company may assign the benefit of this Agreement to any third party;
 - (c) the rights and remedies contained in this Agreement are cumulative and shall not exclude any other right or remedy available to either party in law or equity.
7. The Sub-Contractor warrants and undertakes to the Company that he has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Sub-Contract and that, insofar as he is responsible for the design of the Sub-Contract Services, he has professional indemnity insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in respect of each and every claim which may be made against the Sub-Contractor in respect of the Sub-Contract Services. The Sub-Contractor shall maintain such professional indemnity insurance for a period of 12 years from completion of the Services provided such insurance remains available at commercially reasonable rates and shall notify the Company forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Sub-Contractor's insurance claims record.
8. If any dispute of any kind whatsoever arises between the parties in connection with this Agreement or the Sub-Contract Services which raises issues which are in opinion of the Company the same as or substantially the same as issues raised in a related dispute (the

"**Related Dispute**") between the Company and the Supplier and such Related Dispute has already been referred to a conciliator or arbitrator appointed under the provisions to that effect contained in the Main Contract, then the Sub-Contractor hereby agrees that the Company may at his discretion by giving notice in writing to the Sub-Contractor refer the dispute arising out of this Agreement or the Sub-Contract Services to the adjudicator, conciliator, arbitrator or other party (the "**Appointed Party**") appointed to determine the Related Dispute. In this event the Appointed Party shall have power to give such directions for the determination of the dispute and the Related Dispute as he may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to him.

9. (a) Neither the Sub-Contractor nor the Supplier shall exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated the Sub-Contract or discontinue or suspend the performance of any of its duties or obligations thereunder or treat the Sub-Contract as determined without first giving to the Supplier or the Sub-Contractor (as applicable) not less than 35 days prior written notice of its intention to do so, with a copy to the Company, specifying the Sub-Contractor's or Supplier's grounds for terminating or treating as terminated the Sub-Contract or discontinuing or suspending its performance thereof or treating the Sub-Contract as determined.
- (b) If the Main Contract is terminated for any reason, within 35 days of such termination the Company may give written notice to the Sub-Contractor and to the Supplier (a "**Step-in Notice**") that the Company or its appointee shall henceforth become the Supplier under the Sub-Contract in accordance with the terms of sub-clause (c) below.
- (c) With effect from the date of the service of any Step-in Notice:
 - (i) the Company or its appointee shall be substituted in the Sub-Contract as the Supplier thereunder in place of the Supplier and references in the Sub-Contract to the Supplier shall be construed as references to the Company or its appointee;
 - (ii) the Sub-Contractor shall be bound to continue with the performance of its duties and obligations under the Sub-Contract and any exercise or purported exercise by the Sub-Contractor prior to the date of the Step-in Notice of any right to terminate or treat as terminated the Sub-Contract or to discontinue or suspend the performance of any of its duties or obligations thereunder or to treat the Sub-Contract as automatically determined shall be of no effect;

(iii) the Company shall become bound by the terms and conditions of the Sub-Contract in respect of all obligations and duties of the Supplier thereunder which fall to be performed after the date of the Step-in Notice and shall promptly thereafter make payment of any amounts properly due to the Sub-Contractor as at the date of the Step-in Notice and still outstanding; and

(iv) the Supplier shall be released from further performance of the duties and obligations of the Supplier under the Sub-Contract after the date of the Step-in Notice, but without prejudice to any rights and remedies of:

(1) the Sub-Contractor against the Supplier in respect of any matter or thing done or omitted to be done by the Supplier on or before the date of the Step-in Notice; and

(2) the Supplier against the Sub-Contractor in respect of any matter or thing done or omitted to be done by the Sub-Contractor on or before the date of the Step-in Notice.

(d) Notwithstanding anything contained in this Agreement and notwithstanding any payments which may be made by the Company to the Sub-Contractor, the Company shall not be under any obligation to the Sub-Contractor and the Sub-Contractor shall not be under any obligation to the Company unless the Company shall have served a Step-in Notice pursuant to Clause 9(b) above.

10. The Sub-Contractor's liabilities, duties and obligations hereunder shall be no greater and of no longer duration than the liabilities, duties and obligations which the Sub-Contractor owes to the Supplier under the Sub-Contract.

11. The Sub-Contractor further undertakes to indemnify the Company from and against the consequences of any breach by the Sub-Contractor of any of the warranties, covenants and undertakings contained in this Agreement.

12. The rights and benefits conferred upon the Company by this Agreement are in addition to any other rights and remedies that the Company may have against the Sub-Contractor including, without prejudice to the generality of the foregoing, any remedies in negligence.

13. Nothing contained in this Agreement shall in any way limit the obligations of the Supplier to the Company arising under the Main Contract or otherwise undertaken by the Supplier to the Company in relation to the Sub-Contract Services.
14. No amendment to this Agreement shall be valid unless it is in writing and signed by all parties.
15. Any person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
16. This Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Executed as deed by the parties and delivered on the date of this Agreement.

Executed as a deed by affixing the Common Seal of)

London Underground Limited)

in the presence of:-)

.....

[Authorised Signatory]

Executed as a Deed by [SUB-CONTRACTOR])

acting by)

) Authorised Signatory

and)

) Authorised Signatory

Executed as a Deed by [SUPPLIER])

acting by

)

) Authorised Signatory

and

)

) Authorised Signatory

Schedule 10
Supplier Performance

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