



Highways England Company Limited

Scope

Health and Safety

Annex 15

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1 HEALTH AND SAFETY

1.1 General Requirements

- 1.1.1 The *Contractor* complies with the *Client's* health and safety requirements as detailed in Annex 02 (reference documents) to the Scope.
- 1.1.2 The *Contractor* complies with and operates according to all relevant and prevailing health and safety legislation, considerations, guidance and industry best practice. The *Contractor* Provides the Service in a way that aligns to the *Client's* health and safety policies and initiatives.

1.2 Management of Health and Safety

- 1.2.1 The *Contractor*
- operates a formal health and safety management system which complies with ISO45001:2018, or another relevant, equivalent standard accepted by the *Client* and
 - documents the systems and fully and effectively implements the health and safety management system prior to the *access date*.
- 1.2.2 The *Contractor* operates and develops its health and safety management system to meet the *Client's* requirements. The *Contractor* provides consistency of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders allowing seamless provision of *service* between different sites within the Affected Property.

1.3 *Contractor's* occupational health management system

- 1.3.1 The *Contractor*
- 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
- 1.3.2 If, in the opinion of the *Client*, the *Contractor* is Providing the Service in an unsatisfactory manner or commits a breach in
- any prevailing legislation or
 - the *Contractor's* health and safety management system or
 - a subcontractor's health and safety management system or
 - the *Client's* health and safety management system,

the *Client* notifies the *Contractor* following the process set out in GG128 (“Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental”) (**see link in Annex 2**) and raises formally via the *Client’s* H&S management system assurance process.

1.3.3 The notification provided by the *Client* to the *Contractor* sets out the breach or breaches identified with reasons and outlines the minimum steps required of the *Contractor* to rectify the breach and a date for rectifying.

1.3.4 Where the *Contractor* has been given notification of a breach, the *Contractor* rectifies the breach or failure to Provide the Service in a satisfactory manner, by the date specified by the *Client*. The *Contractor* corrects other breaches that are not notified by the *Client*.

1.4 Subcontractors’ health and safety management systems

1.4.1 The *Contractor* 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 and safety culture and communication

1.5.1 The *Contractor* ensures that it creates a culture and communications that align to the *Client’s* “Home Safe and Well” message. The *Contractor*

- operates a behavioural safety programme,
- establishes, operates and delivers health and safety employee consultation arrangements to its employees in accordance with applicable prevailing health and safety legislation,
- 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 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* provides information requested by the *Contractor* to enable the service to be performed in a safe and legally compliant manner.

1.6.2 The *Contractor* provides information in the frequency and format specified in the contract, or if a different frequency and format is required, as specified by the *Client*.

- 1.6.3 The *Contractor* immediately brings to the attention of the *Client* any issue or potential issue that may have a detrimental impact on the health and safety and wellbeing of any stakeholders.

1.7 Health and safety resources

- 1.7.1 The *Contractor* retains sufficient competent health and safety resource as part of its management structure.
- 1.7.2 The minimum requirements for the *Contractor's* health and safety resources are that their leads
- have membership of The Institution of Occupational Safety and Health (IOSH),
 - are qualified to National Examination Board in Occupational Safety and Health (NEBOSH) standard (or higher),
 - have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the *service*, and
 - have the appropriate level of competence, training and demonstrable experience in the field for which they are Providing the Service.

1.8 Health & safety competence of *Contractor's* employees

- 1.8.1 The *Contractor* ensures that its employees are competent to Provide the Service and upon request provides the *Client* with information about the *Contractor's* arrangements for assuring employee competence and with employee training records.
- 1.8.2 Before commencement of the *service*, the *Contractor* provides the *Client* with a statement (signed by a person authorised to sign tenders on behalf of the company) to confirm that all the *Contractor's* employees and subcontractors (at any stage of remoteness from the *Client*) are competent to undertake the roles that they are assigned to deliver the *service*. The *Contractor* provides further signed statements to the *Client* when any new *Contractor* employees are appointed or assigned to deliver the *service*.
- 1.8.3 For roles where no suitable recognised competence standards exist, the *Contractor* provides information against the selection criteria and method used to provide assurance of competence.

1.9 Health and Safety in Construction

- 1.9.1 The *Contractor* ensures that assets, including materials and equipment, are used, installed, constructed and maintained in accordance with prevailing legal requirements, standards and specifications instructed by the *Client*.

1.10 Incident Reporting and Investigation

- 1.10.1 The *Contractor* 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 *period of reply* applies, unless agreed otherwise by the *Client*.
- 1.10.2 Following the notification of an incident, the *Contractor*, 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.
- 1.10.3 The *Contractor* undertakes investigations with an independent competent person who has relevant training, knowledge and experience in effective accident/incident investigation.
- 1.10.4 Nothing prevents the *Contractor* from carrying out its own (additional) investigation of an incident, and in such case, the *Contractor* provides a copy of its completed incident report to the *Client*.
- 1.10.5 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.
- 1.10.6 Where the *Contractor* is compiling a draft investigation report, the *Contractor* discusses the findings of the draft report with the *Client* prior to the production of the final draft of such a report.
- 1.10.7 The *Contractor* implements applicable recommendations arising from incident investigations within the timescales agreed with the *Client*.
- 1.10.8 The *Client* has the right to investigate any incidents wherever they may occur.
- 1.10.9 The *Contractor* provides the *Client* unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the *Contractor* or the subcontractor (at any stage of remoteness from the *Client*) for this purpose (subject to any statutory or contractual obligation prohibiting this access).
- 1.10.10 The *Contractor* provides a copy all materials related to an incident to the *Client* within the timescales agreed. Any material that would otherwise fall to be disclosed by the *Contractor* to the *Client* may be withheld by the

Contractor provided that the *Contractor's* legal adviser confirms to the *Client* that the material is:

- a confidential communication between the *Contractor* and its legal adviser for the purposes of seeking or giving legal advice that the legal advisers would normally expect to be given legal privilege in the normal course of its business with the *Contractor*, or
- a confidential communication between the *Contractor* or its legal advisers and a 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).

1.10.11 The *Contractor* ensures that all subcontracts (at any stage of remoteness from the *Client*) contain requirements similar to subparagraphs 1 and 10 above.

1.11 Health and Safety Inspections

1.11.1 The *Contractor*:

- 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 within the timescales agreed with the *Client*.

1.12 Health and Safety Management Audit

1.12.1 The *Contractor* allows the *Client* unrestricted access at all contracted hours to the premises, equipment, materials, employees and records of the *Contractor* and any subcontractors (at any stage of remoteness from the *Client*) (unless a statutory or contractual obligation prohibits the disclosure of any such records) to audit any or all of the *Contractor's* health and safety management systems. The *Contractor* includes, in all subcontracts, the rights of access for the *Client*.

1.12.2 The *Contractor* implements all recommendations from such audits agreed by the *Client* within a timescale mutually agreed between the *Client* and the *Contractor*.

1.13 Medical Fitness

- 1.14.1 The *Contractor* advises the *Client* of any known medical disability or condition of any *Contractor* employees, or subcontractor's employees, or employees of any other related party, 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.
- 1.14.2 When requested by the *Client*, the *Contractor* provides such information and other evidence (anonymised and with consideration given to the protection of personal data at any stage of remoteness from the *Client*) as may be reasonably required by the *Client* to demonstrate compliance with the above requirement.

1.14 Health Assessment and Control

- 1.15.1 The *Contractor* ensures that its direct employees 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 *Contractor* makes wellbeing services available to its employees and supply chain in line with, but not exhaustive of, the *Client's* instructions.
- 1.15.3 The *Contractor* monitors and records working days lost due to illness and stress-related conditions, and introduces management systems for minimising ill health. This data is supplied on request to the *Client*.

1.15 Alcohol and Substance Abuse

- 1.16.1 The *Contractor* ensures its employees, whilst engaged in 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 the *Contractor's* employees possess a Prohibited Substance for bona fide medical reasons, for which the *Client* has given acceptance for such *Contractor* employees to be engaged in Providing the Service.
- 1.16.2 The *Contractor* notifies the *Client* of any its employees who are undergoing a voluntary detoxification/rehabilitation programme whereupon the *Client* has the right to prevent such *Contractor's* employees from Providing the Service.
- 1.16.3 Where the *Client* is of the opinion that any of the *Contractor's* employees (or any subcontractors involved in Providing the Service) may be in possession of, have taken, or are under the influence of any Prohibited Substance while Providing the Service, the *Client* instructs the *Contractor* to perform the following as appropriate of such *Contractor* employees:

- breath testing by breathalyser
- urine testing by urinalysis
- both breath testing and urinalysis
- a search of personal possessions/ work area of such *Contractor* employees for evidence of a prohibited substance.

1.16 Health and Safety Charity-based Incentive Schemes

- 1.17.1 The *Contractor* adopts charity-based incentive schemes covering local and national charities if requested to do so by the *Client*.

1.17 Health and Safety Maturity Matrix Action Plan

- 1.18.1 If the *Contractor* (or where there is a joint venture, each Consortium Member) does not have an agreed Health and Safety Maturity Matrix Action Plan ('HSMM Action Plan') with the *Client*, the *Contractor* (or each Consortium Member) delivers a HSMM Action Plan and submits it to the *Client* not later than 6 weeks following the Contract Date.
- 1.18.2 The HSMM Action Plan is based on the Health and Safety Maturity Matrix ('HSMM') and the associated implementation plan produced by the *Contractor* (or each Consortium Member). It details specific actions to be taken under this contract by the *Contractor* (or each Consortium Member) and its subcontractors (at any stage of remoteness from the *Client*) in order to support delivery of the improvements identified in the implementation plans for the *Contractor* (or each Consortium Member).
- 1.18.3 The *Contractor* (or each Consortium Member) updates their HSMM Action Plan as needed to support delivery of the improvements identified in the implementation plans and on each anniversary of the Contract Date. The annual updates are based on the updated HSMM and implementation plans produced by the *Contractor* (or each Consortium Member).
- 1.18.4 The *Contractor* (or each Consortium Member) keeps a controlled copy of the HSMM Action Plan available for inspection by the *Client* at all times.
- 1.18.5 The *Client* notifies the *Contractor* (or a Consortium Member) if at any time the *Client* considers that the HSMM Action Plan
- does not comply with the requirements of this contract or;
 - is not capable of delivering the improvements identified in the implementation plans.
- 1.18.6 Following such notification, the *Contractor* (or each Consortium Member) reviews the HSMM Action Plan and reports to the *Client* setting out proposed changes. If the *Client* accepts the proposals, the HSMM Action Plan is changed within agreed timescales.

- 1.18.7 If the *Contractor* (or where there is a joint venture, each Consortium Member) does not have an agreed Health and Safety Maturity Matrix Action Plan ('HSMM Action Plan') with the *Client*, the *Contractor* (or each Consortium Member) delivers a HSMM Action Plan and submits it to the *Client* within 6 weeks following the Contract Date.

1.18 Management of Road Risk

- 1.19.1 The *Contractor* 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 *Contractor's* road safety management system has provision for assessing traffic management, driver competency and eligibility, driver safety training, vehicle maintenance and accident and incident investigation.

1.19 Driving for Better Business

- 1.20.1 The *Contractor*, as part of its organisation's health and safety at work programme
- Is a member of or complies with an accredited scheme for managing "Work-Related Road Risk" (WRRR),
 - provides evidence of this to the *Client* and
 - manages WRRR to an appropriate standard for the *service* that is being provided.
- 1.21.2 Within six months of the Contract Date the *Contractor*
- registers with the "Driving for Better Business" (DfBB) programme,
 - undertakes the DfBB risk assessment and gap analysis 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 "Health and Safety Executive" (HSE) guidance,
 - applies to all areas of the business,
 - applies to all types of driving undertaken,
 - is communicated effectively to all employees who may drive for business purposes and
 - includes a statement from their chief executive officer (CEO) or board director responsible for WRRR that

outlines the importance attached to work-related road safety,

- implements an effective system for measuring and monitoring driver and vehicle compliance. This includes as a minimum
 - records of crashes and investigation results,
 - driver training or education supplied,
 - driver licence checking and relevant insurance checking,
 - employee policy acceptance and
 - where relevant vehicle checks and defect reporting,
- implements an effective system for promoting the same level of awareness regarding WRRS and compliance with HSE guidance through any subcontractors involved in Providing the Service. The *Contractor* completes (and ensures that all its subcontractors complete
 - the “Driving for Better Business (DfBB) Leadership Statement” (commitment) (see link in **Annex 02**) and
 - a self-declaration that they manage WRRS to the minimum acceptable level. The *Contractor* takes any required measures to ensure that 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.
- includes these requirements in all subcontracts (at any stage of remoteness from the *Client*.)

1.20.3 *The Contractor* shares knowledge and best practice with the DfBB community where appropriate or as advised by the *Client* and attends any related events/ initiatives as instructed by the *Client*.

1.20 Security

1.21.1 The *Contractor* obtains the consent of its employees to the searching at any time by an authorised representative of the *Client*, of their person or their property or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle which is in the possession or use of *Contractor's* employees on the *Client's* Affected Property, or being retained by the *Client* on behalf of the *Contractor* or *Contractor's* employees.

- 1.21.2 Any person not complying or unwilling to comply with the requirements above, is removed from the *Client's* Affected Property and not permitted access to the *Client's* Affected Property.

1.21 Raising the Bar Initiative

- 1.22.1 The *Client's* Raising the Bar Initiative and subsequent guidance documents derive from a drive to raise health and safety standards across the industry through sharing best practice approaches. Details are found in **Annex 02**.

- 1.22.2 The *Contractor* compares the Raising the Bar Initiative guidance with their own health and safety practices and provides a report to the *Client* prior to the *access date* detailing

- where the Raising the Bar Initiative guidance is more comprehensive than the *Contractor's*, the *Contractor* produces a remedial plan for bringing their working practices up to this minimum standard and
- where the *Contractor's* working practices surpass those set out in the guidance, the *Contractor* provides details of these to allow the *Client* to update the guidance for the benefit of all road workers.

- 1.22.3 The *Client* undertakes an independent audit process established to assure the implementation of Raising the Bar Initiative activities. Assessment (and expectation) levels will increase over time as health and safety standards are raised and the bar is set incrementally higher.

- 1.22.4 The Raising the Bar Initiative and subsequent guidance documents derive from a drive to raise health and safety standards across the industry through sharing best practice approaches. Details are found in **Annex 02**.

1.22 Home Safe and Well Initiative

- 1.23.1 The *Contractor* submits to the *Client* for acceptance, a strategy of how it will operate around the *Client's* Home Safe and well initiative.

The *Contractor* commits and contributes to the *Client's* Home Safe and Well initiative by defining their own commitment to getting everyone Home Safe and Well, and considers where a positive difference can be added.

The *Contractor*:

- considers how its 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,

- is responsible and accountable for the health, safety and wellbeing of those employed by the *Contractor* and those the *Contractor* works with and
- embeds the Home Safe and Well approach within the Health and Safety Maturity Matrix (HSMM) and associated implementation and action plans.

1.23 Deleterious and hazardous materials

1.24.1 Asbestos

The *Contractor* complies with the Control of Asbestos at Work Regulations 2012 and General Guidance 105 asbestos management (GG105) (see link in **Annex 02**).