**DEFINITIONS**

1. “*Client*” means UK Atomic Energy Authority, Culham Science Centre, Abingdon, Oxfordshire  
   OX14 3DB;
2. “*Contractor*” means the company contracted to deliver goods or carry out *Works* at Culham Science Centre;
3. *“Contractor’s* staff” means the *Contractor’s* employees; temporary staff or Subcontractor’s staff.
4. “PM” means *Project Manager*.
5. “Site” means Culham Science Centre, Abingdon, Oxfordshire OX14 3DB.
6. “*Works*” is used to describe the activity being carried out under the contract at the *Client’s* Site. When the conditions use “*Works*” the word “work” or “*services”* should be interpreted as having the same meaning.

##### **SITE REQUIREMENTS**

**Primary Regulations**

1. The *Contractor’s* attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989, the provisions of Section 11 of the Atomic Energy Act 1946, Section 79 of the Anti-terrorism, and the Crime and Security Act 2001. The *Contractor* takes all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed on any work in connection with this contract have been notified that these statutory provisions apply to them and continue so to apply after the completion or earlier termination of this contract.

**Access and Use of Site**

1. The *Works* are to be carried out at the *Client’s* Site.
2. *Contractors* carrying out work on the Site may not use the Site other than to carry out the work requested of them and will normally only be permitted access to the location where the work is to be carried out and communal areas. Any *Contractor’s* application for access to other parts of the Site requires the acceptance of the PM.
3. *Contractor’s* staff complete training in the safety procedures applying to the Site before carrying out any work on the Site. This includes general safety and work specific safety requirements. No charge is made for the Site Induction tuition and no reimbursement of the *Contractor’s* costs or loss of productivity will be made.

* *Main site Induction Course which can be taken online and takes approximately 45 minutes.*
* *Facility Induction Course which is attended on site and take approximately 3 hours.*

1. The *Contractor* has regard to the normal working hours (0815 – 1630 hours Mon to Friday) of the Site and ensures that his traffic does not impede the *Client’s* traffic at peak periods. It should be noted that no work is to be carried out on the Site during the following periods: Public Holidays, the period between Christmas Day and New Year; Maundy Thursday Afternoon; Spring Bank Holiday and the following day (Saturday to Tuesday inclusive); and August Bank Holiday and the following day (Saturday to Tuesday inclusive) unless expressly requested by the *Client*.
2. The *Contractor* ensures that the *Contractor’s* staff are properly dressed at all times with passes openly displayed unless working in active area coveralls.
3. The *Contractor* obtains the prior acceptance of the PM, and obtains such clearance certificates etc as may be necessary, before any temporary work, services or spoil heaps are sited on the Site.
4. The *Contractor* restricts the physical spread of its operations to the minimum area necessary. All natural features, such as trees, bushes, turf etc. are preserved unless instructed otherwise by the PM.
5. The *Contractor* carries out its work with the minimum inconvenience and nuisance to the occupants and users of buildings and spaces adjacent or close to the location of the *Works*.
6. The *Contractor* maintains the Site and the *Works* in a safe and environmentally sound condition at all times to the satisfaction of the PM, noting that the *Client* may carry out inspections.
7. The *Contractor* ensures that temporary storage of materials, chemicals and fuel are arranged to prevent leakage into the ground, water courses or drains. Piles of dry soil are to be covered to prevent dust blow.
8. At completion of the *Works* the *Contractor* leaves the Site in a clean, tidy and safe condition.

**Patrol and Security Procedures**

1. The Site is policed by the patrol force. The *Contractor’s* staff are required to comply with any instructions given to them by the Patrol Service or by the PM and are required to wear passes. The *Contractor’s* staff and any equipment which the *Contractor’s* staff bring to the Site will at all times be liable to search by the patrol force.
2. The *Contractor* implements all security procedures required and meet all costs of complying therewith, including loss of time by its staff, due to screening, the issue and examination of passes and routine searching. Full details and procedures are obtainable from the PM. Security clearance of *Contractor’s* staff, for which the *Client* pays, may take at least four weeks to obtain normal access and eight weeks for access to any restricted areas. The *Contractor* obtains security clearance for key staff in sufficient numbers to ensure that it can carry out the *Works* to the timescale agreed. The *Client* is unable to commit to specified times for the security clearance and cannot be held responsible for delays to the *Contractor’s* *Works*.

**Notices and Regulations**

1. Notices and regulations relevant to the Site may be published by the *Client* from time to time. The *Contractor’s* staff comply with such notices and regulations which the *Client* provides to the *Contractor*.

**Publicity and Photography**

1. The *Contractor* does not display advertisements or permit them to be displayed without the acceptance of the PM.
2. The *Contractor* does not use examples of work undertaken at the Site or on behalf of the *Client* for publicity purposes without the *Client’s* consent.
3. Unauthorised photography / image recording is prohibited at the Site, including mobile phones with cameras / image recording without the PM’s approval.

**Suspension of Works**

1. Emergency systems occasionally require the suspension of work. When the *Client* gives notice all *Contractor’s* staff report to a place nominated by the *Client* and remain there until permitted to resume work.

**Smoking, Consumption of Alcohol & Non-Prescription Drugs**

1. Smoking, including e-cigarettes, is only permitted in designated authorised areas outside of the occupied areas of the Site.
2. The *Contractor* ensures that its staff are not under the influence of drink or non-prescription drugs. The *Client* reserves the right to require the *Contractor’s* staff to undertake alcohol testing at any time whilst on Site. Where one of the *Contractor’s* or its subcontractor’s staff fails such a test or refuses to take a test the *Contractor* excludes that person from the site and replaces that person with a person of equivalent skill and experience.

**Roads and Parking**

1. The *Contractor* uses such roads and paved areas as are authorised by the PM. The *Contractor* ensures its vehicles comply with speed limits and road signs, limits the weight, speed and class of vehicles as directed and is held responsible for all damage which is not due to fair wear and tear.
2. The *Contractor* ensures:

* All vehicles comply with Department for Transport requirements for use on public roads;
* tracked vehicles are transported on wheeled loaders;
* no obstructions are made to roads or paved areas without notice to and acceptance obtained beforehand from the PM.
* *Contractor’s* staff park their vehicles only in the areas set aside for this purpose.

1. The *Client* accepts no liability for damage to vehicles whilst on the Site.
2. Overnight parking is not permitted on the *Client’s* Site.

**Use of Computer Equipment**

1. Where the *Contractor* uses its own stand-alone equipment (e.g. laptops) data must not be transferred without an approved virus check and the *Contractor’s* own computer equipment is not to be connected to the *Client’s* computer network. Information passed to the *Client* by disc or electronic means is to be free of software viruses.
2. The *Contractor* will ensure suitable display screen equipment assessments are carried out with those persons under its control and ensure all control measures identified through the assessment process are provided in a timely manner.
3. Electronic Communication from the *Contractor* to the *Client* using any computer not directly connected to the *Client’s* computer network, e.g. through the Internet, e-mail and Instant Messaging must not be considered secure. Due diligence must be exercised as to the business sensitivity of the content of any files, documents or messages.

**European Working Time Directives**

1. The *Contractor* is required to comply with the requirements of the European Working Time Directives for individual employees. The *Contractor* is required to demonstrate such compliance upon the receipt of a request from the PM.
2. The *Contractor* is not permitted to use its staff on the *Client’s* Site where individual employees have not had statutory breaks or where the *Contractor* has not responded to the PM’s request.

**Accommodation**

1. The *Client* makes the following accommodation available to the *Contractor* while carrying out the *Works*:

* Main Canteen for lunch
* Refreshment brakes reception area of MRF *(Drinks only)*.

1. The *Contractor* will agree all welfare arrangements with the *Client.*

**Services –** **Proximity hazards, Power Cables, Services and Pipes**

1. The *Contractor* notes the positions of all pipes, cables, services and proximity hazards etc., and takes all precautions necessary for their protection. The *Contractor* accepts responsibility for the rectification of any damage caused during the execution of the *Works*.
2. Where necessary to prevent danger the *Contractor* ensures that all energy distribution installations are suitably located away from areas of risk. The *Contractor* shall have adequate mechanisms for isolation and earthing. Where adequate earthing cannot be achieved the *Contractor* will apply the principals of prevention and provide suitable notices, barriers and measures to prevent risks of injury, disturbance or damage.
3. The Contractor will be responsible for carrying out a site survey to confirm routes of ductwork and electrical and control containment.
4. The following services are available to the *Contractor*:

* The *Client’s* Internal Telephone and Mail services - at no cost to the *Contractor*. External telephone calls are recharged at cost.
* Occupational Health Services - subject to agreement (including charges) with the service provider.
* Electrical socket outlets for power tools.

**Site Services**

1. The *Contractor* shall not use or interfere with the operation of existing services or drains without the prior acceptance of the PM.
2. The *Contractor* maintains, alters, adapts and moves temporary works and services as necessary and removes and makes good when no longer required.

**Electricity**

1. Electricity supply from the mains may be used as follows:

* Electrical socket outlets – Mezzanine Floor (240v 13Amp)

1. The PM will not be held responsible for the effects of any failure or restriction in supply.
2. The *Contractor* does not connect apparatus to the system without the acceptance of the PM and ceases to use apparatus if the PM directs.

**Radio**

1. Two way radios may not be used on the Site without prior notice of acceptance from the PM.

**Water**

1. Water is made available free of charge from the building at an external tap but strict economy must be exercised.
2. The *Contractor* obtains the PM’s acceptance before connecting apparatus to the *Client’s* system and ceases to use apparatus if so directed.

**MANAGEMENT REQUIREMENTS**

**Quality**

1. The *Contractor* will operate and maintain a Quality Management System for the scope of *Works* to be provided in accordance with Specification CD/S/C001 ‘Contractor Quality Assurance Requirements. **Environment**
2. The *Client*

* Operates an Environmental System to the requirements of BS EN ISO 14001:2004: Environmental management systems;
* May audit the *Contractor’s* compliance with environmental legislation at the Site and the regulations relating to waste disposal.

1. The *Contractor*:

* Ensures that they have an emergency plan to ensure the protection of the environment in the event that any of their Environmental Management Systems fail;
* Notes the Environmental policy which is made available to all *Contractor’s* staff;
* Ensures that controls for environmental protection are diligently followed;
* Minimises the consumption of energy, water, and all the non-renewable materials and resources;
* Minimises the production of waste materials and applies the waste management hierarchy to all waste produced;
* Applies and follows environmental good practice guidelines as issued by the Environmental Agency and / or the Scottish Environment Protection Agency.

**Storage**

1. Materials are stored by the *Contractor* in positions agreed by the PM. The *Contractor* avoids bringing unnecessary quantities of Materials on Site, removes unnecessary packaging before bringing Material onto the Site. Surplus Materials are removed from the working areas as soon as possible.

***Contractor’s* Representative**

1. The *Contractor* appoints one of its key staff to be its on-Site representative and the PM contacts that person when giving instructions to the *Contractor*. It is not a requirement of this clause that the representative is only employed in a supervisory capacity.

**Meetings & Progress Meetings**

1. Prior to starting work on Site, the *Contractor’s* supervisory staff (as agreed with the PM for the supervisory function required), attend meetings to ensure that the *Contractor’s* staff understand all the hazards and to explain to the *Client* the procedures which the *Contractor* intends to implement to protect its Personnel, other persons and the environment, against any hazards associated with Providing the *Works*.
2. The *Contractor’s* appointed on-Site representative attends regular meetings with the PMand, if required by the PM a more senior representative of the *Contractor* and/or Subcontractors also attend.

**Safety Management**

1. The *Contractor’s* management personnel include experienced Industrial Health and Safety Practitioner(s), conversant with all current laws and regulations applicable to the *Works* in this contract including, Acts of Parliament such as the Health and Safety at Work Act, and subordinate legislation such as, The Management of Health and Safety at Work Regulations, Ionising Radiations Regulations, Construction (Design and Management) Regulations, Lifting Operations and Lifting Equipment Regulations, Work at Height Regulations and Manual Handling Regulations etc.

**Safety Representative**

1. The *Contractor* ensures that at least one of the *Contractor’s* staff employed on the Site is appointed as a Safety Representative and allows adequate time for such staff to undertake the responsibilities of the appointment. A Safety Representative is empowered to discuss matters of safety related to providing the *Works* and areas adjoining the Site with members of the *Contractor’s* staff, others and the *Client’s* Safety Representative and management.
2. In addition to the generality of the duties the *Contractor* permits the Safety Representative to attend meetings as instructed by the PM and has allowed for one hour meeting each week.
3. The *Contractor* ensures that reasonable proposals arising from such discussions are incorporated into an agreed Construction phase Health and Safety Plan. This plan and/or risk assessments and method statements must also reflect these health, safety and environmental arrangements to ensure a written safe system of work is provided. As an aid memoire,

**Control of *Contractor’s* Personnel**

1. Every working day the *Contractor* provides the PM with a record of the names and function of the people and the equipment employed in providing the *Works* at the Site for Safety and Personnel Accountancy records.
2. The *Contractor* employs only persons who are appropriately skilled and experienced to carry out the type and quality of work required of them.
3. The *Contractor* provides the PM with a training record of all *Contractor’s* staff employed at the Site including subcontractor staff. The PM may require such staff to undertake specific training courses related to the requirements of this contract.

**Overtime and Shift Work**

1. Authorisation to work overtime or shifts is at the sole discretion of the PM.
2. If the *Contractor’s* overtime working requires the *Client* to maintain supervision after normal hours, the *Client* may require the *Contractor* to pay the *Client’s* costs of such additional supervision.

**Time Charged on Time Worked Basis**

1. The *Contractor* gives no less than one day’s notice to the PM of the commencement of any *Works* which is to be charged on a time worked basis. Before delivery to the PM, each timesheet must:

* be referenced to the instruction under which the *Works* are authorised;
* contain the names of each person employed on time charged work, their trade or function, the time spent, and the Materials and Equipment used, age of trainees;
* be signed by the person in charge as evidence that the information is correct.

1. Staff employed on time charged work do not execute other work without notification to the PM.
2. Time charged timesheets are submitted to the PM for signature during the following week.

**CIVIL & SITE WORKS**

**Planning Requirements**

1. Detailed Planning Permission has been granted for the *Works* as shown in the drawings issued as part of the description of the *Works*. The *Contractor* must employ the principals of prevention in regard to health, safety and environmental matters and satisfy himself that the particulars of his design are compliant with the requirements of the Planning Permission.

**Building Regulations**

1. The *Contractor* is responsible for ensuring compliance with control under the Building Regulations exercised by the Local Authority and designs and constructs the *Works* to the standards of such Regulations. The designer must take account of relevant health and safety requirements as set out in the provisions of the Workplace (Health, Safety and Welfare) Regulations where the building structure is to be used as a work place.

**Particulars of *Contractor’s* Design**

1. Where the *Contractor* has design responsibility it designs using the principals of prevention in regard to health and safety matters as required by the Management of Health and Safety at Work Regulations, before they are submitted to the PM for inspection, comment and acceptance in accordance with the accepted Programme.
2. Two copies of particulars of design are submitted to the PM who notes the comments on one copy, then returns it to the *Contractor*.
3. The *Contractor* ensures that any necessary amendments are made and two copies of the completed final version of the proposals are submitted to the PM.
4. The *Contractor* examines and correlates all drawings, specifications and instructions checking drawing dimensions against existing Site measurements and tolerance of components against those specified. The *Contractor* reports any discrepancies or other errors to the PM sufficiently early to allow decisions to be made and the instructions given without delaying the *Works*.

**Health and Safety File**

1. The *Contractor* supplies three copies (both Electronic and Paper) of the Health and Safety File.

**Protection and Completion**

1. The *Contractor* protects all parts of the *Works* and the *Works* Plant and Materials from damage, including weather damage from snow, frost, rain, wind and other hazards.
2. The *Contractor* takes all precautions to prevent damage to adjacent plant, services and buildings. Any such damage is reported to the PM immediately, who will decide whether the damage should be rectified by the *Contractor* or by others. The *Contractor* bears the full cost of rectification of the damage.
3. The *Contractor* ensures that the *Works* are clean and made fit for immediate occupation and use on Completion.

**Spare Parts**

1. Two weeks before Completion the *Contractor* supplies a set of spare parts to the *Client*, including:

* checking receipt marking and numbering in accordance with the schedule of spare parts
* referencing to the plant and equipment list in the Manual
* painting, greasing etc. and packaging to prevent deterioration during storage.

**Tools**

1. At Completion the *Contractor* provides two complete sets of tools and portable indicating instruments for the operation and maintenance of all *Works*, Plant and Equipment, together with suitable means of identifying, storing and securing the same. Calibration certificates and recommendations are to be supplied where appropriate.

##### **Subcontractors**

1. When seeking the acceptance of the appointment of Subcontractors, the *Contractor* submits to the PM full details of the proposed Subcontractor’s management, safety and Quality Assurance procedures and all other information required.

##### **SAFETY, HEALTH AND ENVIRONMENT**

**General**

1. The *Contractor* ensures that Safety, Health and Environment (SH&E) management arrangements and also methods of working, as detailed in controlling documentation such as risk assessments, method statements, training arrangements etc comply with all relevant SH&E legislation, Approved Codes of Practice and are compatible with the *Client’s* requirements, procedures, rules and instructions in this contract. The *Contractor* provides revisions to all relevant documentation required by changes to the *Client’s* SH&E requirements. The *Contractor* additionally ensures that its SH&E management and organisational arrangements provide adequate coordinating and supervising measures for working in a safe and consistent way that reflects best practice along with recognised industry standards.
2. At the PM’s request the *Contractor* provides a copy of any Safety, Health and Environmental documentation relevant to the contract.
3. The *Contractor* also meets the requirements specified in the Safety, Health and Environment Plan, provided at Appendix A or as a separate document.

**Risk Assessments and Method Statement**

The *Contractor* produces a detailed risk assessment and method statement for each operation, in accordance with the specification and the Construction phase Safety, Health and Environment Plan. Each operation is broken down into sufficient detail to ensure that every safety and environmental hazard in the *Works* is identified. Both the risk assessment and detailed method statement must clearly demonstrate compliance with the safety requirements specified in this contract. In particular it will express how the *Contractor* intends to provide the *Works* so that all Safety, Health and Environmental risks are communicated, coordinated, controlled and managed. The effect on the *Client’s* undertakings includingplant and Work Equipment on the Site is also fully taken into account.

1. The *Contractor* will liaise with the PM during the preparation of risk assessments and method statements. This includes attendance at meetings to ensure that the written method of work meets the Safety, Health and Environmental requirements set out in this contract.
2. The *Contractor* may be required to present risk assessment(s) and method statement(s) at a meeting for the PM’s acceptance.
3. The *Client* does not accept any delays arising as a result of the *Contractor* having to resubmit the risk assessment or method statement if the detail is inadequate, or the proposed method is considered unsafe, or if the *Contractor* changes the method statement after it has been accepted by the PM*.*

**Safe System of Work**

1. The *Contractor* ensures that all work is carried out under a safe system of work, which includes:

* Providing adequate assessment of all SH&E risks including those to its staff, other persons who may be affected by the work, plant and work equipment on site, including to the environment.
* Defining measures to eliminate, reduce and control residual risk as low as is reasonably practicable in the details of risk assessments and method statements within the associated project documentation.
* Managing, coordinating and controlling the work when implementing safety arrangements, systems and substances.
* Monitoring the effectiveness of such arrangements, systems and substances.

1. The *Contractor* provides written safe systems of work for all tasks to the PM for acceptance prior to work being undertaken. The *Contractor* is responsible for ensuring that the work is carried out in accordance with the agreed and accepted written systems of work.
2. Where so required by the PM or by this contract, the *Contractor* will ensure that operations are carried out in accordance with the *Client’s* Permit to Work as an essential part of the Safe System of Work. The Permit to Work Receiver must be present at the Site location, while the work is carried out. The *Contractor* will select, use and maintain all work equipment, plant, tools or method of operation to minimise the risk to the user, the *Client,* staff and visitors to the Site. Where the PM considers the work equipment, plant, tools or method of operation to be unsafe or likely to lead to a pollution incident, work will not be permitted. The PM’s acceptance of any work equipment, plant, tool or method of operation does not relieve the *Contractor* of any of its responsibilities regarding its statutory duties.

**Construction Work**

1. All construction work as defined in The Construction (Design and Management) Regulation 2015 (CDM 2015) will be carried out in full compliance with these regulations.
2. The *Contractor* will provide a suitable Construction Phase Safety, Health and Environment Plan.
3. The *Contractor’s* staff attend training courses in the safety procedures applying at the Site, before starting work or whilst work is in progress, as specified by the *Client.* This will include induction training in general site safety and also in work specific safety. *Contractor’s* staff are required to demonstrate an understanding of training received to the satisfaction of the *Client*. No charge will be made for the tuition and no reimbursement of the *Contractor’s* costs or loss of productivity will be made.

**Supervision**

1. The *Contractor* must ensure that it provides suitable and sufficient supervision of its staff and to those persons under its control who are engaged in providing the *Works*.

**Safety of Self Employed Persons**

1. The *Contractor* will ensure that all self-employed persons and those persons under its control are aware of and meet the Safety, Health and Environmental requirements and standards necessary to work safely at the Site. This includes compliance with the safe working arrangements defined in the Construction phase Health and Safety Plan, risk assessments and method statements.
2. The *Contractor* will actively monitor the performance of any Subcontractor or person under its control to ensure compliance with the Safety, Health and Environmental requirements and safe practice is being followed.

**Safety Monitoring**

1. The *Contractor* will develop and undertake a regular health and safety monitoring programme of the *Works* which has been agreed with the PM or PM’s nominee. This is to check that all *Contractor’s* staff are effectively complying with the Safety, Health and Environmental requirements of the work. Written reports of the monitoring are to be given to the PM for acceptance.
2. The *Client* will monitor the *Contractor’s* Safety, Health and Environmental arrangements and performance. The *Contractor* does not charge for the costs of its involvement and complies with the PM’s instructions following any such monitoring exercise.

**Unusual Occurrence Reporting (UNORs)**

1. In addition to the *Contractor’s* responsibilities under the Reporting of Dangerous Diseases and Dangerous Occurrences Regulations, the *Client* must be informed of all potential accidents, incidents or events that affect or could affect the health and safety of persons working on the Site. This also involves damage to plant or the environment regardless of the degree of actual or potential injury or damage and it is a requirement on the *Contractor* to report to the *Client* any information which suggests that safe operation, or the safe condition of plant, is in question.
2. In the event of an Unusual Occurrence (Near Miss), the *Contractor* will:

* Take any necessary action to make the situation safe;
* Not dispose of evidence indicating the cause of the occurrence, unless necessary to secure safety;
* Immediately notify the PM who will complete an Unusual Occurrences Report (UNOR);
* Assist in incident investigations, as required by the PM.

1. The *Contractor* will respond to any actions resulting from an Unusual Occurrence to the satisfaction of the PM and at no cost to the *Client*.
2. The *Contractor* accepts and implements any recommendations, confirmed in writing by the PM to the satisfaction of the *Client.*

**Site** **Emergency Procedures**

1. The *Contractor* will comply with the Site emergency arrangements and ensure that all *Contractor’s* staff know how to raise and respond to an emergency alarm. The *Contractor* takes part in emergency exercises unless instructed otherwise in advance by the PM.
2. Emergency arrangements, instructions and working notices which have been accepted by the PM are put in place by the *Contractor* in respect of work which it is managing.

**Materials and Work Equipment**

1. The *Contractor* will provide all work equipment, tools etc. except for any identified in the contract as being made available by the *Client*.
2. The PM may refuse to allow the use of any item of work equipment, tool or vehicle on the Site.
3. The *Contractor* will select and clearly mark all work equipment before it is brought onto the Site. A work equipment register will be developed by the *Contractor*, kept up to date for safe use and maintenance of work equipment used on site. The PM or PM’s nominee may inspect the work equipment and Register at any time.
4. The *Contractor* will ensure that all work equipment brought onto the Site complies with the relevant statutory requirements and British or European Standards. The *Contractor* ensures that all the work equipment is in good working order and fit for purpose andsupplies a copy of the current statutory test and inspection certificates and reports of thorough examination to the PM for acceptance before the plant or equipment is used.
5. The *Contractor* will not tamper with or operate any services, tools, plant, machinery or work equipment which is not its own, except with the authorisation or acceptance of the PM. The *Contractor* will ensure that all working plant and work equipment is adequately protected and secured from tampering by unauthorised Personnel.
6. Equipment may only be repaired on the Site if the PM is satisfied that removal is not practical.
7. Instrumentation or work equipment used for measurement purposes must be suitably controlled / calibrated and have an appropriate Certificate of Calibration which the PM may request to see.
8. All Lorries carrying loose materials are to be adequately sheeted before leaving the Site.
9. The *Contractor’s* work equipment will only be removed from the Site in accordance with Site and Management arrangements as advised by the PM.
10. Any item of work equipment provided by the *Client* to the *Contractor* is cared for to the satisfaction of the PM, by the *Contractor*, who without compromise to safety, ensures it is used properly and economically. The rectification of any deterioration in such item or work equipment, other than from fair wear and tear and any recalibration necessary, is the responsibility of the *Contractor*. Planned maintenance of any such item or work equipment, in accordance with the *Client’s* maintenance schedules and instructions required during the period of the loan, is undertaken by the *Client*.

**Work at Height**

1. Work at height means: Working in any place (including a place at or below ground level and including access to or egress from that place), where, if precautions are not taken, a person could fall a distance likely to cause injury.
2. The *Contractor* will ensure that suitable and sufficient measures are provided and maintained to prevent a person to fall a distance liable to cause personal injury.
3. Work equipment selected and provided by the *Contractor* including:

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| --- | --- |
| * Existing places of work and means of access or egress at height; * Guard-rails and Toe-boards; * Barriers and similar collective means of protection; * Working platforms; * Fall protection systems; | * Scaffolding; * Fall arrest systems; * Work positioning systems; * Work restraint systems; * Rope access and positioning techniques and Ladders. |

will be selected to provide collective protection over the use of personal protection measures.

1. All work equipment used by the *Contractor* will be selected for duration and frequency of use, with provision of timely evacuation or rescue. The *Contractor* will ensure the work equipment is appropriate for the task and foreseeable loadings are known.
2. All work at height tasks shall be properly planned and appropriately supervised by the *Contractor*. When planning work at height tasks, the *Contractor* will make suitable arrangements and provision for any foreseeable emergency and rescue.
3. The *Contractor* will only allow those persons to be engaged in working at height when the weather conditions do not jeopardise their health and safety.
4. The *Contractor* will only permit competent persons to organise, plan and supervise work at height tasks or work equipment selected for use in such work.
5. Where reasonably practicable the *Contractor* will take account of a risk assessment and will ensure work is not carried out at height where the work can be undertaken safely at ground level.
6. The *Contractor* will ensure suitable and sufficient measures are taken where work at height is undertaken which prevent any person falling a distance liable to cause personal injury. Suitable work equipment such as nets, airbags or other collective measures shall be used as appropriate by the *Contractor*.
7. Scaffolds shall comply fully with the Work at Height Regulations and in particular the Schedules within these Regulations. The *Contractor* will ensure a suitable design is provided for the scaffold with calculations which cover the structural arrangements contemplated or ensure the scaffold assembly conforms to a generally recognised standard configuration.
8. Where a risk assessment undertaken by the *Contractor* identifies a fragile surface, suitable and sufficient measures will be used that are appropriate, safe and ergonomic. All work platforms, covering, guard rails, other means of support or protection used will be adequate to account for all foreseeable loadings.
9. Where there remains a risk of a person falling, suitable measures will be taken by the *Contractor* to minimise the distance and consequence of a fall.
10. Prominent warning safety signs shall be affixed at the approach to the place where the fragile surface is situated.
11. The *Contractor* will take suitable and sufficient steps to prevent the fall of any material or object. Where this cannot be avoided the *Contractor* will ensure suitable and sufficient measures are taken to prevent any person from being struck by any falling material or object which may cause personal injury.
12. No materials or objects will be thrown or tipped from a height where this is liable to cause an injury to any person.
13. The *Contractor* will ensure that materials and objects are stored to prevent collapse, overturning, or unintentional movement of the materials and/or objects.
14. Suitable danger areas will be clearly indicated by the *Contractor*, where there is a risk of any person falling a distance which can cause personal injury or be struck by an object.
15. All work equipment including scaffolds supplied by the *Contractor* will have a scafftag or similar verification system. A formal written inspection will be carried out by the *Contractor* or its representative, after it is first assembled, at suitable intervals not exceeding seven days and each time the work equipment including scaffolds are liable to jeopardise the safety of the work equipment.
16. All completed written inspection reports undertaken by the *Contractor* or its representative for the work equipment including scaffolds will be placed in a record book and / or in the Construction phase Health and Safety Plan for inspection. All inspection reports carried out by the *Contractor* or its representative will be made available to the PM or PM’s representative within twenty-four hours of the inspection being carried out*.*
17. Scaffolders shall be competent for the type of scaffolding work they are undertaking. As a minimum requirement, every scaffold gang shall have a competent scaffolder who has received training for the type and complexity of the scaffold to be erected, altered or dismantled. Trainee scaffolders must work under the direct supervision of a trained and competent scaffolder.

**Lifting Equipment and Lifting Operations**

1. The *Contractor* will ensure all lifting operations are planned and comply fully with the Provision and Use of Work Equipment Regulations (PUWER) and the Lifting Operations and Lifting Equipment Regulations (LOLER). The *Contractor* will provide all lifting equipment (Cranes, MEWP’s) with compatible lifting accessories (chains, slings, lanyards, carriers) for the work, unless the PM advises otherwise.
2. The *Contractor* will ensure that lifting equipment is suitable for the planned operation, uniquely identified and marked to indicate the date when the next statutory examination is due.
3. The *Contractor* will maintain a register of all lifting equipment on the Site, which includes records of statutory tests and examinations.
4. The *Contractor* appoints competent persons (LOLER) to plan and supervise lifting operations.
5. The *Contractor* will provide appropriate documentation in advance of each lifting operation taking place, including lifting plan, risk assessments and method statements to demonstrate that all lifts are carried out safely.

**Pressure Systems**

1. All pressure systems design, installation, maintenance, alteration or dismantling by the *Contractor* will be undertaken in accordance with the Pressure Systems Regulations.
2. Designers engaged by the *Client* or the *Contractor* will take due account of the following, when designing or modifying pressure systems:

* The expected working life of the pressure system together with the properties of the contained fluid or substance.
* All extreme operating conditions including start up, shutdown, fault and emergency condition.
* The need for examination to ensure continued integrity throughout pressure systems design life, including foreseeable changes to the design conditions.
* Protection against system failure, using suitable measuring, control and protective devices and materials for each component part.
* Give regard to external forces expected to be exerted on the system including thermal and wind loading.
* Ensure safe access provided for operations, maintenance, inspection and examination, including the fitting of doors, safety devices or suitable guards.
* The *Contractor* will ensure manufacturers and suppliers they engage provide suitable and sufficient information and markings for the pressure system.

1. Those persons engaged by the *Contractor* or who are working under its control, will be trained and adequately supervised when installing the pressure system, foundations and all supporting structures associated with the pressure system.
2. The *Contractor* will ensure the work area is kept tidy at all times during the installation and safe commissioning. Written records will be kept by the *Contractor* and provided to the PM for acceptance. A written scheme of examination for the pressure system will be undertaken by a competent person engaged by the *Contractor* as part of the commissioning process.
3. Examinations undertaken by the *Contractor* in accordance with the written scheme will be recorded. The format of the report will be agreed with the PM prior to work starting on the pressure system.
4. The *Contractor* will maintain a register of all pressure systems, which includes records of statutory tests and examinations. The *Client* will provide any existing information including records / registers of pressure systems to the *Contractor* at the start of the Contract.
5. The *Contractor* makes records available, as instructed by the PM, to others carrying out inspections or testing of connecting systems within the Site.

**Asbestos**

1. The *Contractor* notifies the PM immediately if it becomes apparent that the work involves, or may involve, asbestos.
2. Work with asbestos does not proceed until the *Contractor* makes arrangements which meet statutory requirements and the *Client’s* requirements and are accepted by the PM.

**Confined Spaces Work**

1. Work in confined spaces is carried out in full compliance with statutory requirements and a Permit to Work issued by the *Client’s* to the *Contractor*.

**Electrical Safety**

1. All work on electrical systems or equipment complies with the current statutory requirements and the *Client’s* Electrical Safety Rules.
2. Work carried out on the electrical distribution system at the Site is reviewed and authorised by the *Client’s* Senior Authorised Person (Electrical) or other Competent Person (Electrical), nominated by the PM. The *Contractor* gives the PM seven day’s notice of such work.
3. Electrical equipment above 110 volts is used only with the acceptance of the PM.
4. All portable electrical equipment is marked to show when testing is next required. The PM may require details of testing procedures.

**Excavation Work on Site**

1. It is the responsibility of the *Contractor* to dewater excavations to the standard agreed with the *Client* and to pump (or otherwise transfer) the water to the agreed discharge point. The *Client* retains responsibility for sampling and testing the effluent and reserves the right to monitor the effluent at any point throughout the project
2. Excavation work is carried out in full compliance with statutory requirements and a Permit to Work issued by the *Client* to the *Contractor*.
3. The *Contractor* ensures that at least one operative, registered with the Street Works Qualification Register as holding a Full Street Works Qualification, is present whilst excavation activities are being undertaken. Other street works qualifications may be required, dependent upon the extent of the excavation work, details will be advised by the PM.
4. On Completion of the *Works* the *Contractor* supplies the PM with a record of excavation work with details of services, equipment, unexpected discoveries found, and the siting of *Works*.

**Ladders**

1. The *Contractor* ensures that the ladders supplied comply with statutory requirements and are regularly inspected by a competent person to ensure their safety. The *Contractor* ensures that ladders are marked to show that they have been inspected and when the next inspection is due.

**Fire Safety and Hot Working**

1. The *Contractor*:

* takes all necessary measures to prevent fire.
* advises staff of fire hazards and actions to be taken in case of fire.
* complies with all site regulations and notices.
* ensures that specific training is given where there is a significant fire risk.
* takes all reasonable measures to control and minimise combustible materials, e.g. avoid combustible scaffold planks.
* complies with Fire Risk Assessments.
* co-operates with fire inspections arranged by the PM.

1. Hot working is defined as any work involving heat which may cause a source of ignition. For example the use of flames or / and mechanical, electrical, pneumatic, hydraulic equipment for processes such as cutting, welding, braising, grinding, polishing, buffing, scouring, descaling, surface coating removal.
2. Method statements describe where and when hot working is proposed.
3. Hot working is carried out in full compliance with the *Client’s* Permit to Work, which has been accepted by the PM.

**Hazardous and Dangerous Substances**

1. The *Contractor* advises the PM in advance when hazardous substances (Control of Substances Hazardous to Health Regulations) or dangerous substances (Dangerous Substances and Explosive Atmosphere Regulations) are to be brought onto the Site for storage or use, and obtains the PM’s acceptance of protective measures.
2. The *Contractor* provides and maintains a register of hazardous/dangerous substances, including the manufacturer’s safety data sheets, held on the Site and ensures that a COSHH / DSEAR assessment is in place prior to bringing or using the substance on Site. The *Contractor* updates the hazardous / dangerous substance register for any new substances and ensures that the assessments are regularly reviewed.
3. The *Contractor* provides a competent COSHH / DSEAR Assessor to organise and manage compliance requirements.
4. The *Contractor* does not use explosives.
5. The *Client* uses significant quantities of Beryllium (Be); work with this material is covered by the requirements of the COSHH 2002 regulations.
6. All persons required to work in Be controlled areas are designated as registered Be workers.
7. Be controlled areas are governed by local rules and the site ‘Code of Practise for the Safe Use of Beryllium’ must be followed.
8. The *Contractor* provides sufficient registered Be workers to complete the *Works* in accordance with the accepted programme.
9. The cost of medical examinations, attendance at Be Safety Courses, exposure monitoring and record keeping are borne by the *Client.*
10. The *Client* will provide protective clothing, respiratory equipment, air samplers and other monitoring devices as required.

**Noise and Vibration**

1. The *Contractor*:

* minimises the potential for statutory nuisance from industrial noise sources and avoids using equipment which creates unnecessarily high noise or vibration levels;
* advises the PM of any activities involving exposure of staff to noise or vibration in excess of the action levels specified in the Noise at Work Regulations and Control of Vibration at Work Regulations. If the noise is likely to affect persons other than *Contractor’s* staff, the *Contractor* obtains the PM’sacceptance of the measures being taken to restrict noise, and of any protective measures which may be necessary to control exposure or minimise disturbance to other persons.

**Provision and Use of Personal Protective Equipment**

1. If the *Contractor* manages a work area where there is a requirement to use PPE, the *Contractor* displays notices so that persons other than the *Contractor’s* staff are aware of any requirements to use personal protective equipment.
2. The *Contractor*:

* provides, stores, tests and maintains PPE required for the *Works* in accordance with best practice as published in HSE guidelines or as instructed by the *Client*.
* ensures that all *Contractor’s* staff to be equipped with PPE are properly trained in its use and maintenance.

1. The *Client* provides at no cost to the *Contractor*:

* All clothing for wear in Designated Areas
* Standard Personal Protective Equipment (PPE) for working in radiologically designated areas as defined by the Ionising Radiations Regulations 1999, including but not limited to:
* Safety shoes
* Hard hats
* Ear protectors
* Rubber gloves
* Non-prescription safety glasses
* Respirators

1. The *Contractor* is required to specify any specialist PPE that may be required to undertake the *Works* during the tendering or proposal process.

**ENVIRONMENTAL MANAGEMENT**

**General (See General Clause 55 Re ISO 14001 Environmental Management)**

1. In accordance with the principles of ISO14001 employed on the *Client’s* Site the *Contractor* shall either:

* maintain and operate environmental management arrangements to the ISO14001 standard; or
* subject to the agreement of the PM, ensure that adequate systems and arrangements are developed and described to:-
* identify environmental legislation and other obligations relevant to the contracted work, taking particular note of relevant consents, permits and authorisations or planning obligations.
* provide a summary of significant environmental aspects associated with the contracted operations.
* describe the environmental management arrangements relevant to the control of significant environmental aspects and justify the adequacy of the arrangements; or
* provide a copy of its Environmental Protection Plan for the contracted operations; or
* utilise and conform to the environmental management arrangements for the control of significant aspects of the Site on which the project is undertaken.

1. The *Contractor* ensures that the *Works* are controlled to prevent the escape of polluting materials to the ground, air, drainage systems or water courses.
2. The *Contractor*:

* ensures that all *Contractor’s* staff are aware of the contents of the Environmental Protection Plan;
* complies with *Client’s* arrangements for the disposal of all controlled, hazardous / special and radioactive waste.
* does not burn any material on Site.

1. The *Contractor* should note the specific requirements contained within the Environment Agency / Scottish Environment Protection Agency Pollution Prevention Guidance Note PPG 20 for control, minimisation and disposal of water from excavations.
2. If during excavation the *Contractor* accidentally fractures an existing drain, it immediately informs the PM and awaits further instructions.
3. The *Contractor* ensures that its staff are aware of the action to be taken to prevent or minimise the environmental risk in the event of a loss of control or confinement or similar incident of all toxic, persistent or bio accumulative materials and how to summon assistance from the Site emergency services. All contamination or loss of confinement incidents are reported to the PM under the Unusual Occurrence Reporting procedure.
4. The *Contractor* takes all reasonable steps to prevent nuisance resulting from its operations due to noise, odour, dust or other irritant. The work is managed to ensure no causation of a Statutory Nuisance as defined by the Environmental Protection Act 1990.

**Disposal of Non-Radioactive Wastes**

1. The *Contractor* assists the PM in ensuring that the *Client* meets its responsibilities as waste holder under the “duty of care”. The PM will make arrangements, as necessary, to conduct a Duty of Care Assessment. The *Contractor*:

* utilises the *Client’s* onsite waste management facilities as far as reasonably possible;
* informs the PM of the nature of all wastes arising from the *Works* and submits proposed disposal routes for each waste description to the PM for acceptance; this should include details on what waste will be dealt with by the *Client’s* onsite facilities and by external contracts;
* ensures that the disposal of waste is carried out in compliance with the accepted waste descriptions and disposal routes (where carried out by external contracts);
* ensures that all waste leaving the Site is weighed before exit using the *Client’s* onsite weighbridge and following internal procedures provided by the PM;
* ensures that the PM receives copies of waste transfer notes and waste contractor licences relevant to the disposal operations (where applicable);
* provides notification of disposal of any “Hazardous” waste to the Environment Agency and provides a copy of the notification form to the PM (if a consignee of waste i.e. receiving waste for treatment/disposal).

1. The *Contractor* stores domestic waste in covered bins. The *Client* empties the bins and disposes of the domestic waste. Domestic waste will be collected and disposed of by the *Client* free of charge.

**Vehicles and Refuelling on Site**

1. The *Contractor* must obey the following operations when refuelling vehicles:

* refuelling must not be undertaken on open ground where ground contamination could result from fuel spillage;
* refuelling is carried out on made roads subject to adequate precautions being taken to prevent the loss of fuel to surface water drains, or ground water;
* refuelling is carried out in the open air and clear of any ignition sources;
* equipment is switched off and exhausts etc. have cooled before refuelling;
* the person who is carrying out the refuelling is wearing Personal Protective Equipment and their clothes do not become contaminated by fuel;
* smoking or the use of naked lights during refuelling operations is prevented;
* a suitable fire extinguisher is on standby;
* an appropriate filler is used to prevent spillage;
* the fuelling can is returned to suitable flammable liquids storage area;
* equipment is checked for fuel spillage before it is re-started.

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| **Project Description** | MRF – Fusion Room | |
| *Client* | UK Atomic Energy Authority | |
| Project Manager (PM) | Mr Nicholas Surman | |
| Description of the work and the work area | The design and installation of Glovebox Extract Ventilation in the fusion Room within the MRF Building. | |
| **Requirements relating to Safety, Health & Environment** | | |
| Hazardous Substances | The *Contractor* provides COSHH Assessments for all hazardous materials used. | |
| Personal Protective Equipment | The *Contractor* provides appropriate PPE as identified within Risk Assessments and Method statements. | |
| Work Equipment | All equipment provided for the work by the *Contractor* must have valid certification and comply with any other site- specific regulations. | |
| Noise | Within Risk Assessments and Method Statements, the *Contractor* identifies whether any planned operations are likely to raise noise exposure levels. | |
| Electricity | Within Risk Assessments and Method Statements, the *Contractor* identifies requirements for power usage and ensures that all electrical equipment has an in-date PAT test. | |
| Waste Arisings | The *Contractor* meets all Duty of Care requirements and disposes of waste materials via the correct waste route and provides the PM with copies of all waste carrier certificates together with details of the final destination of waste materials. | |
| **Management of Work** | | |
| Control of Work | | The work is to be controlled under the *Client’s* Work Control System. The *Contractor* is to report to the PM prior to commencement of work and at any hold points specified by the PM or the PM’s authorised deputy.  All communications should be through the PM and the *Contractor’s* representative. |
| Information/Training | | Prior to commencement, the PM ensures that the *Contractor* receives suitable and sufficient instructions on emergency arrangements (site and local) and local health and safety arrangements associated with the work. |
| Co-ordination | | Co-ordination of safety arrangements with other activities in the work area will be undertaken by the PM. |
| Risk Assessments and Method Statements | | The *Contractor* provides suitable and sufficient Risk Assessments and Method Statements covering the work which clearly demonstrate how the risks associated with the *Contractor’s* activities are to be controlled. These shall be submitted to the PM for review and comment prior to commencing the relevant work. The PM co-ordinates any Risk Assessments and Method Statements covering any work that is under the direct control of the *Client.*  Any new hazards or risks arising after the start of the work are to be reported by the *Contractor* to the PM or authorised deputy. |
| This Plan is valid for the duration of the *Works*. | | |