



SITE CONDITIONS OFFICE BASED

[Notes to assist the PM with the completion of this document are in Blue and should be removed once the document has been drafted]

[Text in Red are alternative or optional conditions. The appropriate alternative or option should be retained and made Black before issue of the document.]

DEFINITIONS

1. “*Client*” means UK Atomic Energy Authority, Culham Science Centre, Abingdon, Oxfordshire OX14 3DB.
2. “*Consultant*” means the company contracted to deliver goods or carry out *Works* at **Culham Science Centre and/or Fusion Technology Facility (FTF)**.
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 and/or Fusion Technology Facility, Unit 2a Lanchester Way, Advanced Manufacturing Park, Catcliffe, Rotherham, S60 5FX**.
6. “*Consultant’s Personnel*” means the *Consultant’s* employees; temporary staff or Subconsultant’s staff.

SITE REQUIREMENTS

Primary Regulations

7. The *Consultant’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 *Consultant* 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

[Check that details are consistent with the Site Rules and Regulations documentation]

8. The *services* are to be carried out at the *Client’s* Site.
9. The *Consultant’s* Personnel do not use the Site other than to carry out the *services*.
10. The *Consultant’s* Personnel who are supporting UKAEA through a framework or term contract provision or are Agency Supplied Workers must complete mandatory BPSS checks.
11. The *Consultant’s* Personnel comply with the *Client’s* requirements for entry to the Site as instructed by the PM and passes are required.
12. The *Consultant* ensures that their traffic does not impede the *Client’s* traffic at peak periods.

[If work is in an area with particular restrictions describe them here]

13. The *Consultant’s* Personnel are normally permitted access only to the building in which the *services* is to be carried out and communal areas. Any application for access to other parts of the Site requires the approval of the PM.

14. The *Client’s* normal starting and finishing times at the Site are Monday to Friday 0815 to 1630 hours. 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*.

15. The *Consultant* ensures that all their Personnel are properly dressed at all times with passes openly displayed.

Site Security

16. The Site is policed by the security personnel (“Site security”). The *Consultant’s* personnel are required to comply with any instructions given to them by the Site security or by the PM and are required to wear passes at all times while on site. The *Consultant’s* staff and any equipment which the *Consultant’s* staff bring to the Site will at all times be liable to search by Site security.

17. The *Consultant* implements all security procedures required and meet all costs of complying therewith, including loss of time by their 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 *Consultant’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 their key staff in sufficient numbers to

ensure that they 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 *Consultant's Works*.

Notices and Regulations

18. Notices and regulations relevant to the Site may be published by the *Client*. The *Consultant's* Personnel comply with such notices and regulations which the PM provides to the *Consultant*.

Publicity and Photography

18. The *Consultant* does not display advertisements or permit them to be displayed without the acceptance of the PM.

19. The *Consultant* does not use examples of work undertaken at the Site or on behalf of the *Client* for publicity purposes without the *Client's* consent.

20. Unauthorised photography / image recording is prohibited at the Site, including mobile phones with cameras / image recording without the PM's approval.

Suspension of the Works

21. Emergency systems occasionally require the suspension of work. When the PM gives notice, all the *Consultant's* Personnel report to a place nominated by the PM and remain there until permitted to resume work.

Smoking, Consumption of Alcohol & Non-Prescription Drugs

22. Smoking, including e-cigarettes, is only permitted in designated authorised areas outside of the occupied areas of the Site.

23. The *Consultant* ensures that themselves and their subconsultant's personnel are not under the influence of drink or non-prescription drugs. The *Client* reserves the right to require the *Consultant's* or their subconsultant's personnel to undertake alcohol testing at any time whilst on the Site. Where one of the *Consultant's* or their subconsultant's personnel fails such a test or refuses to take a test the *Consultant* excludes that person from the Site and replaces that person with a person of equivalent skill and experience.

Roads and Parking

24. The *Consultant's* Personnel ensure their vehicles comply with speed limits and road signs at the Site.

- all vehicles comply with Department for Transport requirements for use on public roads.
- all 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.
- no obstructions are made to roads or paved areas without notice to and acceptance obtained beforehand from the PM.
- Their personnel park their vehicles only in the areas set aside for this purpose.

25. The *Client* accepts no liability for damage to vehicles whilst on the Site.

26. Overnight parking is not permitted on the *Client's* Site.

Use of Computer Equipment

27. Prior acceptance from the PM is obtained before the *Consultant's* Personnel are permitted to access parts of the *Client's* computer network. The *Client's* equipment or network is used solely for the purpose of carrying out the *services*. The *Client's* data must not be accessed or copied without prior notice of approval from the PM.

28. Where the *Consultant's* Personnel use their own stand-alone equipment (e.g. laptops) data must not be transferred without an approved virus check, carried out by the *Client's* staff. Information passed to the PM on disc or electronic means is to be free of software viruses.

MANAGEMENT REQUIREMENTS

Competency of Personnel and Working Procedures

29. The *Consultant* employs only persons who are appropriately skilled and experienced to carry out the type and quality of work required of them.

30. The *Consultant* provides the PM with a training record of all their Personnel employed at the Site including those of their Subconsultants. The PM may require such personnel to undertake specific training courses related to the requirements of this contract.

[Note: Need to flag up any training costs involved to the *Consultant* in the additional information to tenderers.]

Training and Appointment of Personnel

31. The *Consultant's* Personnel attend training courses in the safety procedures applying at the Site, before starting work or whilst work is in progress, as specified by the PM. This will include induction training in general and in work specific safety. Personnel are required to demonstrate an understanding of training received to the satisfaction of the PM. No charge will be made for the tuition and no reimbursement of the *Consultant's* costs or loss of productivity will be made.

Control of Consultant's Personnel

32. Every working day the *Consultant* provides the PM with a record of the names and function of the personnel and the equipment employed in carrying out the services at the Site.

[Note to Project Managers: Project Managers (PM's) are required to maintain a daily register of all Consultants/Subconsultants. The above clause assumes that Consultants and subcontractors do not have third party visitors as the PM would have to authorise visits separately, but extra care is needed when the *Consultant* is a tenant at the Site and can therefore issue visit notices independently of the PM]

Subcontracting

33. When seeking the acceptance of the appointment of subconsultants, the *Consultant* submits to the PM full details of the proposed subconsultant's management, safety and QA procedures and all other information required.

SAFETY, HEALTH AND ENVIRONMENT

[This section defines the *Client's* generic SH&E requirements. The project specific requirements must be specified in the Health, Safety and Environment Plan, Appendix A, at the end of this document]

General

34. The *Consultant* ensures that their safety management arrangements and also their methods of working, [as detailed in the method statement], comply with all relevant health, safety and environmental legislation, Approved Codes of Practice and the *Client's* requirements, procedures, rules and instructions in this Agreement.

35. The *Consultant* provides the PM, if required, with a copy of any safety documentation relevant to the contract.

36. The *Consultant* ensures that all services is carried out under a safe system of work, which includes:

- Provision of adequate assessment of all health and safety risks including those to their employees, other persons who may be affected by the work, and to the environment.
- Definition of measures to eliminate or control risk.
- Implementation of the system.
- Monitoring effective implementation of system.

37. The *Consultant* meets the requirements specified in the Safety, Health and Environment Plan, Appendix A.

Unusual Occurrence Reporting

38. In addition to the *Consultant's* responsibilities under the Reporting of Dangerous Diseases and Dangerous Occurrences Regulations 1995, the PM requires to be informed of all accidents or events that affected or could have affected the safety of persons, or involved damage to plant or the environment regardless of the degree of actual or potential injury or damage. This includes a requirement on the *Consultant* to report to the PM any information which suggests that safe operation, or the safe condition of a plant, is in question.

39. In the event of an unusual occurrence, the *Consultant*:

- Takes any necessary action to make the situation safe.
- Does not dispose of evidence indicating the cause of the occurrence, unless necessary to secure safety.
- Immediately notifies the PM who will complete an Unusual Occurrences Report (UNOR).
- Assists in incident investigations, as required by the PM, and complies with any resultant recommendations, provided the requirement for such recommendations has been confirmed in writing by the PM.

Emergency Procedures

40. The *Consultant* complies with emergency arrangements at the Site and ensures that all their Personnel know how to raise and respond to an emergency alarm. The *Consultant* takes part in emergency exercises unless instructed otherwise in advance by the PM.

41. Emergency arrangements, instructions and working notices which have been accepted by the PM, are put in place by the *Consultant* in respect of work which they are managing.

SAFETY, HEALTH AND ENVIRONMENT PLAN

Requirements to be met in accordance with Condition 37:

Project Description	
<i>Client</i>	UK Atomic Energy Authority
Project Manager (PM)*	
Site Location	
Requirements relating to Safety, Health & Environment	
Safety Hazards	
Health Hazards	
Design or Construction Hazards	
Waste Arising's	
Environmental Nuisance	
This Plan is valid for the duration of the <i>Works</i> .	

* The Project Manager will accept Risk Assessments/Method Statements and is the *Client's* representative for the *Works*. The Project Manager will manage the delivery of the *Works*, ensuring the level of supervision is commensurate with the hazard and risks associated with the job.