



Highways England Company Limited

Scope

Health, Safety and Wellbeing

Annex 15

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1 HEALTH, SAFETY AND WELLBEING	
1.1 General Requirements	
1.1.1	The <i>Supplier</i> complies with the <i>Client's</i> health, safety and wellbeing requirements as detailed in this Annex and in Annex 02 (reference documents) to the Scope.
1.1.2	The <i>Supplier</i> complies with and operates according to all relevant and prevailing health, safety and wellbeing legislation, considerations, guidance and industry best practice. The <i>Supplier</i> Provides the Service in a way that aligns to the <i>Client's</i> health, safety and wellbeing policies and initiatives.
1.2 Management of Health and Safety	
1.2.1	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> • operates a health and safety management system in line with the requirements set out in Scope section S535, • documents the systems and fully and effectively implements the health and safety management system prior to the contract start date and • provides evidence to the <i>Client's Representative</i> to demonstrate that the health and safety system is documented satisfactorily and is effectively implemented to meet the timescale stated above. The <i>Client's Representative</i> may prevent the <i>Supplier</i> from starting any work until such evidence is provided.
1.2.2	<p>The requirements for certification in general, of the <i>Supplier's</i> management systems are set out in Scope section S535.</p> <p>The certification requirements for the <i>Supplier's</i> corporate health and safety system for the contract are as set out in S535.1.</p>
1.2.3	The <i>Supplier</i> operates and develops its health and safety management system to meet the <i>Client's</i> requirements. The <i>Supplier</i> provides consistency of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders, allowing seamless provision of <i>service</i> between different sites.
1.2.4	The <i>Supplier's</i> health and safety management system forms part of the <i>Supplier's</i> Quality Plan.
1.3 <i>Supplier's</i> occupational health management system	
1.3.1	The <i>Supplier</i> :

	<ul style="list-style-type: none"> 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 participates in <i>Client</i> working groups to improve health and safety management performance in relation to the following topics <ul style="list-style-type: none"> designing for health and safety in buildability and operability and maintenance, construction health and safety improvement and sustainable design and sustainable construction.
1.3.2	<p>If, in the opinion of the <i>Client</i>, the <i>Supplier</i> is Providing the Service in an unsatisfactory manner or commits a breach of</p> <ul style="list-style-type: none"> any prevailing legislation or, the <i>Supplier’s</i> health and safety management system or, a subcontractor’s health and safety management system or, the <i>Client’s</i> health and safety management system, <p>the <i>Client’s Representative</i> notifies the <i>Supplier</i> and raises formally via the <i>Client’s</i> H&S management system assurance process.</p>
1.3.3	<p>The notification provided by the <i>Client’s Representative</i> to the <i>Supplier</i> sets out the breach or breaches identified with reasons and outlines the minimum steps required of the <i>Supplier</i> to rectify the breach, and a date for rectifying.</p>
1.3.4	<p>Where the <i>Supplier</i> has been given notification of a breach, the <i>Supplier</i> rectifies the breach or failure to Provide the Service, in a satisfactory manner, by the date specified by the <i>Client’s Representative</i>. The <i>Supplier</i> corrects other breaches that are not notified by the <i>Client</i>.</p>
1.4	Not Applicable
1.5	Health safety and wellbeing culture and communication
1.5.1	<p>The <i>Supplier</i> ensures that it creates a culture and communications that align to the <i>Client’s</i> “Home Safe and Well” approach.</p> <p>The <i>Supplier</i></p> <ul style="list-style-type: none"> 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,

	<ul style="list-style-type: none"> • establishes, operates and delivers health and safety employee consultation arrangements to its employees in accordance with applicable prevailing health and safety legislation, • operates a behavioural safety programme, measured against the supply chain health, safety and wellbeing maturity model and • participates in <i>Client</i> events, programmes and initiatives as appropriate and if requested.
1.6 Health and safety exchange of information	
1.6.1	The <i>Client</i> provides information requested by the <i>Supplier</i> to enable the <i>service</i> to be performed in a safe and legally compliant manner.
1.6.2	The <i>Supplier</i> provides information in the frequency and format specified in the contract, or if a different frequency and format is required, as specified by the <i>Client's Representative</i> .
1.6.3	The <i>Supplier</i> immediately brings to the attention of the <i>Client's Representative</i> any issue or potential issue that may have a detrimental impact on the health, safety and wellbeing of any stakeholders.
1.7 Health and safety resources	
1.7.1	The <i>Supplier</i> retains sufficient competent health and safety resource as part of its management structure.
1.7.2	<p>The minimum requirements for the <i>Supplier's</i> health and safety resources are that their leads</p> <ul style="list-style-type: none"> • have membership of The Institution of Occupational Safety and Health (IOSH), • are qualified to National Examination Board in Occupational Safety and Health (NEBOSH) diploma standard (or higher), • have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the <i>service</i> 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 <i>Supplier's</i> employees	
1.8.1	The <i>Supplier</i> ensures that its employees are competent to Provide the Service and upon request provides the <i>Client's Representative</i> with information about the <i>Supplier's</i> arrangements for assuring employee competence and with employee training records.

1.8.2	Before commencement of the <i>service</i> the <i>Supplier</i> provides the <i>Client's Representative</i> with a statement (signed by a person authorised to sign tenders on behalf of the company) to confirm that all the <i>Supplier's</i> employees and subcontractors (at any stage of remoteness from the <i>Client</i>) are competent to undertake the roles that they are assigned to, to deliver the <i>service</i> . The <i>Supplier</i> provides further signed statements to the <i>Client's Representative</i> when any new <i>Supplier</i> employees are appointed or assigned to deliver the <i>service</i> .
1.8.3	For roles where no suitable recognised competence standards exist, the <i>Supplier</i> provides information against the selection criteria and method used to provide assurance of competence.
1.9 Not Applicable	
1.10 Incident Reporting and Investigation	
1.10.1	The <i>Supplier</i> complies with the <i>Client's</i> 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 the <i>period of reply</i> applies unless agreed otherwise by the <i>Client's Representative</i> .
1.10.2	Following the notification of an incident, the <i>Supplier</i> , in line with the <i>Client's</i> 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 <i>Supplier</i> 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 <i>Supplier</i> from carrying out its own (additional) investigation of an incident, and in such case, the <i>Supplier</i> provides a copy of its completed incident report to the <i>Client</i> .
1.10.5	<p>The incident report provides</p> <ul style="list-style-type: none"> • 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 <p>as an integral part of the report.</p>

1.10.6	Where the <i>Supplier</i> is compiling a draft investigation report, the <i>Supplier</i> discusses the findings of the draft report with the <i>Client's Representative</i> prior to the production of the final draft of such a report.
1.10.7	The <i>Supplier</i> implements applicable recommendations arising from incident investigations within the timescales agreed with the <i>Client's Representative</i> .
1.10.8	The <i>Client</i> has the right to investigate any incidents wherever they may occur.
1.10.9	The <i>Supplier</i> provides the <i>Client</i> unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the <i>Supplier</i> or the subcontractor (at any stage of remoteness from the <i>Client</i>) for this purpose (subject to any statutory or contractual obligation prohibiting this access).
1.10.10	<p>The <i>Supplier</i> provides a copy all materials related to an incident to the <i>Client's Representative</i> within the timescales agreed. Any material that would otherwise fall to be disclosed by the <i>Supplier</i> to the <i>Client</i>, may be withheld by the <i>Supplier</i>, provided that the <i>Supplier's</i> legal adviser confirms to the <i>Client</i> that the material is</p> <ul style="list-style-type: none"> • a confidential communication between the <i>Supplier</i> 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 <i>Supplier</i>, or • a confidential communication between the <i>Supplier</i> 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 <i>Supplier</i> ensures that all subcontracts (at any stage of remoteness from the <i>Client</i>) contain requirements similar to subparagraphs 1 and 10 above.
1.11 Not Applicable	
1.12 Health and Safety Management Audit	
1.12.1	The <i>Supplier</i> allows the <i>Client's Representative</i> unrestricted access at all contracted hours to the premises, equipment, materials, employees and records of the <i>Supplier</i> and any subcontractors (at any stage of remoteness from the <i>Client</i>) (unless a statutory or contractual obligation prohibits the disclosure of any such records) to audit any, or all of the

	<i>Supplier's</i> health and safety management systems. The <i>Supplier</i> includes, in all subcontracts, the rights of access for the <i>Client's Representative</i> .
1.12.2	The <i>Supplier</i> implements all recommendations from such audits agreed by the <i>Client</i> within a timescale mutually agreed between the <i>Client</i> and the <i>Supplier</i> .
1.13 Not Applicable	
1.14 Medical Fitness	
1.14.1	The <i>Supplier</i> advises the <i>Client's Representative</i> of any known medical disability or condition of any <i>Supplier</i> 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 <i>Client's Representative</i> , the <i>Supplier</i> provides such information and other evidence (anonymised and with consideration given to the protection of Personal Data at any stage of remoteness from the <i>Client</i>) as may be reasonably required by the <i>Client</i> to demonstrate compliance with the above requirement.
1.15 Health Assessment and Control	
1.15.1	The <i>Supplier</i> 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 <i>Supplier</i> makes wellbeing services available to its employees and supply chain in line with, but not exhaustive of, the <i>Client's Representative's</i> instructions.
1.15.3	The <i>Supplier</i> 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 <i>Client's Representative</i> .
1.16 Alcohol and Substance Abuse	
1.16.1	The <i>Supplier</i> ensures that its employees, whilst engaged in Providing the Service, are not at any time in possession of, and are not under the influence of any intoxicating substance ('Prohibited Substance'). This requirement does not apply where the <i>Supplier's</i> employees possess a Prohibited Substance for bona fide medical reasons for which the <i>Client's</i>

	<i>Representative</i> has given acceptance for such <i>Supplier</i> employees to be engaged in Providing the Service.
1.16.2	The <i>Supplier</i> notifies the <i>Client's Representative</i> of any its employees who are undergoing a voluntary detoxification/rehabilitation programme. The <i>Client</i> has the right to prevent such <i>Supplier's</i> employees from Providing the Service if it considers that there is a risk to the Health, Safety and Wellbeing of that employee or any other person involved in Providing the Service or a risk to the satisfactory delivery of the <i>service</i> .
1.16.3	Where the <i>Client's Representative</i> is of the opinion, that any of the <i>Supplier's</i> 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 <i>Client's Representative</i> instructs the <i>Supplier</i> to perform a drug and alcohol test using the following as appropriate of such <i>Supplier</i> employees <ul style="list-style-type: none"> • breath testing by breathalyser, • urine testing by urinalysis and, • a search of personal possessions/ work area of such <i>Supplier</i> employees for evidence of a prohibited substance.
1.17 Health and Safety Charity-based Incentive Schemes	
1.17.1	The <i>Supplier</i> adopts “charity-based incentive schemes” covering local and national charities if requested to do so by the <i>Client</i> .
1.18 Health, Safety and Wellbeing Maturity Matrix Action Plan	
1.18.1	If the <i>Supplier</i> (or where there is a joint venture, each Consortium Member) does not have an agreed “Health, Safety and Wellbeing Maturity Matrix Action Plan” (‘HSWMM Action Plan’) with the <i>Client</i> , the <i>Supplier</i> (or each Consortium Member) delivers a “HSWMM Action Plan” and submits it to the <i>Client's Representative</i> not later than 3 months following the Contract Date/ starting <i>date</i> / <i>access date</i> .
1.18.2	The “HSWMM Action Plan” is based on the “Health Safety and Wellbeing Maturity Matrix” (‘HSWMM’) and the associated implementation plan(s) produced by the <i>Supplier</i> (or each Consortium Member). The “HSWMM Action Plan” details specific actions to be taken under the contract by the <i>Supplier</i> (or each Consortium Member) and its subcontractors (at any stage of remoteness from the <i>Client</i>) in order to support delivery of the improvements identified in the implementation plan(s) for the <i>Supplier</i> (or each Consortium Member).
1.18.3	The <i>Supplier</i> (or each Consortium Member) updates their “HSWMM Action Plan” in line with and to support delivery of the improvements identified in,

	the implementation plan(s) and on each anniversary of the Contract Date. The annual updates are based on the updated HSWMM and implementation plan(s) produced by the <i>Supplier</i> (or each Consortium Member).
1.18.4	The <i>Supplier</i> (or each Consortium Member) keeps a controlled copy of the “HSWMM Action Plan” available for inspection by the <i>Client</i> at all times.
1.18.5	The <i>Client’s Representative</i> notifies the <i>Supplier</i> (or a Consortium Member) if at any time the <i>Client</i> considers that the “HSWMM Action Plan” <ul style="list-style-type: none"> • does not comply with the requirements of the contract or • is not capable of delivering the improvements identified in the implementation plan(s).
1.18.6	Following such notification, the <i>Supplier</i> (or each Consortium Member) reviews the “HSWMM Action Plan” and reports to the <i>Client’s Representative</i> setting out proposed changes. If the <i>Client’s Representative</i> accepts the proposals, the “HSWMM Action Plan” is changed within agreed timescales.
1.18.7	If the Supplier (or where there is a joint venture, each Consortium Member) does not have an agreed “HSWMM Action Plan” with the Client, the Supplier (or each Consortium Member) delivers a HSM Action Plan and submits it to the Client’s Representative within 3 months following the Contract start date.
1.19 Not Applicable	
1.20 Driving for Better Business	
1.20.1	The <i>Supplier</i> , as part of its organisation’s health and safety at work programme <ul style="list-style-type: none"> • complies with an accredited scheme for managing “Work-Related Road Risk” (WRRR), • provides evidence of this to the <i>Client’s Representative</i> and • manages WRRR to an appropriate standard for the <i>service</i> that is being provided.
1.20.2	Within six months of the contract start date the <i>Supplier</i> <ul style="list-style-type: none"> • registers with the “Driving for Better Business” (DfBB) programme,

	<ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> ○ 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 <i>Supplier</i> completes (and ensures that all its subcontractors complete <ul style="list-style-type: none"> ○ 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 <i>Supplier</i> takes any required measures to ensure that declarations are correct, • demonstrates to the <i>Client</i> the reduction of collisions, incidents or instances of non-compliance year on year, or provides a reasonable explanation if this is not the case.
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	<ul style="list-style-type: none"> includes these requirements in all subcontracts (at any stage of remoteness from the <i>Client</i>.)
1.20.3	<i>The Supplier</i> shares knowledge and best practice with the DfBB community where appropriate or as advised by the <i>Client's Representative</i> and attends any related events/ initiatives as instructed by the <i>Client's Representative</i> .
1.21 Security	
1.21.1	The <i>Supplier</i> obtains the consent of its employees to the searching at any time by an authorised representative of the <i>Client</i> , 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 <i>Supplier's</i> employees on the <i>Client's</i> premises/ property, or being retained by the <i>Client</i> on behalf of the <i>Supplier</i> or <i>Supplier's</i> employees.
1.21.2	Any person not complying or unwilling to comply with the requirements above, is removed from the <i>Client's</i> premises/ property and not permitted access to the <i>Client's</i> premises/ property.
1.22 Not Applicable	
1.23 Home Safe and Well Approach	
1.23.1	<p>The <i>Supplier</i> submits to the <i>Client's Representative</i> for acceptance, a strategy of how it will operate around the <i>Client's</i> "Home Safe and well" approach.</p> <p>The <i>Supplier</i> commits and contributes to the <i>Client's</i> "Home Safe and Well" approach by defining their own commitment to getting everyone home safe and well, and considers where a positive difference can be added.</p> <p>The <i>Supplier</i></p> <ul style="list-style-type: none"> 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 <i>Supplier</i> and those the <i>Supplier</i> works with and

	<ul style="list-style-type: none">embeds the “Home Safe and Well” approach within the “Health, Safety and Wellbeing Maturity Matrix” (HSWMM) and associated implementation and action plans.
1.24	Deleterious and hazardous materials
	Asbestos The <i>Supplier</i> complies with the Control of Asbestos at Work Regulations 2012 and General Guidance 105 asbestos management (GG105) see link in Annex 02 .