**Health & Safety and Sustainability Schedule**

**Health, Safety and Environment**

The *Client* is committed to improving health and safety performance of all its activities and expects its *Contractors* to be equally committed to improving the health and safety performance of all activities undertaken under this contract.

All *works* provided by the *Contractor* must be executed in accordance with the latest Health & Safety Legislation.

**Safety, Health and Environment Code of Practice**

1. The *Contractor* must fully comply with the Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP), unless covered by the provision in clause 2 below. This is subject to revision and addition throughout the term of this contract.
2. Where the *Contractor* is unsure of the requirement in relation to CSCS cards he must check with the *Client’s* contract manager.

**Yellow & Red Cards**

1. In addition to the regular monitoring and review of the *Contractor’s* performance carried out as part of the contract management arrangements, the *Client* will operate a Yellow and Red Card system where there are significant failing in the *Contractor’s* SHEW performance. These will operate independently to any legal proceedings should these be invoked.
2. The Yellow/Red Card assessment procedure will be triggered by the *Client* in the following circumstances:
3. Act or omission by a *Contractor* leading to a prosecution
4. Act or omission by a *Contractor* leading to an infringement of legislation or has the potential to lead to prosecution
5. Any act or omission by a *Contractor* or its agents which significantly contributes to another *Contractor’s* failure to comply with their legal duties
6. Any act of negligence by a *Contractor* or its agents which significantly increases the risk to others during or after the execution of the *works*
7. Failure to follow corporate management systems, or inadequacy of those systems requiring intervention by the *Client* or others to prevent any of the above.
8. Management failings, requiring intervention by *Client’s* staff or others to prevent any of the above.
9. Where any of these circumstances occur, the *Client's* representative will notify the *Contractor's* contract manager that the Yellow/Red Card assessment procedure is to be triggered.
10. The *Contractor’s* performance on the particular Call-Off Contract where the incident has occurred will then be reviewed by a party nominated by the *Client*, consulting with the Project Managers involved. The findings will be reported to the *Client's* Project Manager who will provide a copy of the report to the *Contractor’s* Project Manager. The findings of the report will then be discussed by representatives of the *Client* and the *Contractor*. Dependent on the findings and discussions the *Client's* Project Manager, or other designated officer, will decide whether a Card should be issued and if so whether it should be Yellow or Red. The decision will be communicated in writing to the *Contractor*.
11. Where two incidents that would normally have resulted in Yellow Cards when considered individually, occur on the same contract, a Red Card will be issued.
12. Following the issue of a Yellow/Red Card the *Contractor* will prepare an Action Plan to address the management failures that led to the incident and a training/monitoring programme to demonstrate improved performance will be agreed. The *Contractor’s* SHEW performance will be reviewed by the *Client* on a regular basis. Provided the *Client* is fully satisfied with the *Contractor’s* SHEW performance, the Yellow/Red Card will be withdrawn. Failure to implement the Action Plan within agreed timescales will result in
* A Yellow Card being replaced by a Red Card
* A suspension from tendering opportunities with the Environment Agency for failure to implement an action plan following a Red Card
1. The *Contractor* is permitted to challenge the findings or outcomes of either a Yellow or Red Card through the contract dispute resolution process.