Guidance

The menu is a tool which is used by the Client to identify conditions that apply to specific contracts and communicate these conditions to the Supplier.

How to complete the menu

1) The Client evaluates the scope of work and enters 'Y' or 'N' in the 'Identified by the Client' column of the menu against each condition selected as applicable or not applicable to the Contract. In the 'Other documents / comments' column the Client can make references to other documents which are supplementary information which is available although not contained within the QUENSH manual but should be considered by the Supplier when they review the conditions. Copies of any additional documents identified in the menu shall be made available to the Supplier. All documents referenced in the Menu shall be current issue, unless otherwise advised. This column can also be used to communicate information (comments) to the Supplier which may be of use to the Supplier when reviewing the conditions.
2) The Client fills in 'Client menu (Invitation to Tender)' section on the last page of the menu and issues the menu as part of the ITT.
    a) The Supplier receives the ITT, evaluates the scope of work and, as a requirement of the tendering process, inserts 'Y' or 'N' in the 'Identified by the Supplier' column of the menu against each condition selected as being applicable. These selections may be different from those identified by the Client. Where the Supplier's selection differs from the Client's selection, a clear explanation of the reason for these differences shall be given by the Supplier. A reference to these explanations shall be put in the 'Reference to explanation' column on the menu.
    b) The Supplier representative signs and dates the 'Supplier menu (Tender)' on the last page of the menu and submits it with the tender, for consideration by the Client.
    c) Differences in the Client and Supplier menu selections will be discussed and resolved with the Client at subsequent tender review meetings. The agreed final version of the menu selections shall form a mandatory part of the Contract and shall be complied with by all Suppliers and their sub-contractors.
    d) The menu shall be subject to project version and document control.

Queries on the menu

Any queries in relation to the Contract QUENSH Conditions selected on the menu are to be referred to the Client representative, see contact details/address on last page of the menu.

Contract menu

Requirements in QUENSH

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y / N**	**Reference to explanation - see Section 2a in attached Guidance Notes**
4	Agreement of the applicable QUENSH contract conditions				
5	Supplier's selection of sub-contractors		Y	Y	
6	Identification of Safety Critical Activities		N	N	
7	Works Environmental Management		N	N	
8	Emergency Plan		N	N	
9	Method Statements		Y	Y	
10	Health, Safety and Environment File		N	Y	
11	Pre-start LU health, safety and environment meeting		N	N	
12	Supplier's site induction		Y	Y	
13	Site Person in Charge		Y	Y	
14	**Staff requirements**				
14.1	**Behaviours**				
14.1.1	Alcohol and drugs		Y	Y	
14.2	**Control of hours worked**				
14.2.1	Working Time Regulations		Y	Y	
14.2.2	Fatigue		Y	Y	
14.3	**Knowledge**				
14.3.1	English language		Y	Y	
14.3.2	Access Card and Worksite Briefing		Y	Y	
14.3.3	Visitors to sites		Y	Y	
14.4	**General competence**				
14.4.1	Evidencing competence of safety critical staff		N	N	
14.4.2	Identification of safety critical staff		N	N	
14.4.3	Competent external safety critical personnel		N	N	

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y / N**	**Reference to explanation - see Section 2a in attached Guidance Notes**
14.4.4	Training		Y	Y	
14.4.5	Asset specific competence		Y	Y	
14.5	**Medical requirements**		Y	Y	
14.6	**Identification of Suppliers staff**		Y	Y	
14.7	**Clothing**		Y	Y	
15	**Permits and licences**				
15.1	LU specific permits and licences		Y	Y	
15.2	Permits, licences and certificates for Supplier's staff		Y	Y	
16	**The Principles of Access**				
16.1	Introduction		Y	Y	
16.2	Access to Stations		Y	Y	
16.3	Access to Track		Y	Y	
16.4	Access to depots		Y	Y	
17	**Applying for Planned Access**				
17.1	Introduction		N	N	
18	Applying for General Access		N	N	
18.1	Constraints that apply to Generic Access		N	N	
19	Access for fault repair		N	N	
20	Operational Assurance		N	N	
21	**Closures and possessions**				
21.1	Requirements for closures		N	N	
21.2	Requirements for possessions		N	N	
22	**Controls at point of access**				
22.1	Publication of works		N	N	
22.2	Checks at point of access		N	N	
22.3	Signing-on with the Station Supervisor		N	N	
22.4	**Track specific requirements**				
22.4.1	Person providing protection		N	N	

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y / N**	**Reference to explanation - see Section 2a in attached Guidance Notes**
22.4.2	Possessions		N	N	
23	Removal of supplier's personnel from LU Premises		Y	Y	
24	Incidents		Y	Y	
25	Notification of regulatory concern or action		Y	Y	
26	Confidential Incident Reporting and Analysis System (CIRAS)		Y	Y	
27	**Monitoring**				
27.1	LU inspections		N	N	
27.2	Monitoring the supply chain		Y	Y	
27.3	Health, safety and environmental surveillance by the supplier's personnel		N	N	
27.4	Work location inspection and audit		Y	Y	
27.5	Timescales for rectifying non-compliances		N	N	
28	Radio transmitters and transceivers		N	N	
29	Mobile phones		Y	Y	
30	Knives		Y	Y	
31	Site health, safety and environment committee		N	N	
32	Site housekeeping and security		Y	Y	
33	Accidental damage, obstruction or interference with assets		Y	Y	
34	Delivery of materials		N	N	
35	**Conveyance of loads**				
35.1	Conveyance of loads on lifts and escalators		N	N	
35.2	Conveyance of hazardous materials and substances		N	N	
36	Asbestos (non asbestos removal projects)		N	N	
37	Working in or near lifts and escalators		N	N	
38	Work on or adjacent to utilities and High Voltage cables (buried services)		N	N	
39	Working on or about the track		Y	Y	
40	Access to electrical sub-stations, working equipment, relay and		Y	Y	

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y / N**	**Reference to explanation - see Section 2a in attached Guidance Notes**
	other secure rooms				
41	Entering areas with gaseous fire suppression systems		N	N	
42	**Fire prevention**				
42.1	General requirements		Y	Y	
42.2	Temporary fire points		N	N	
42.3	Timber		N	N	
42.4	Composites		N	N	
42.5	Sheeting materials		N	N	
42.6	**Gas cylinders**				
42.6.1	Use of gas cylinders in below ground locations		N	N	
42.6.2	Storage of gas cylinders (above ground)		N	N	
42.7	**Flammable and highly flammable materials**				
42.7.1	Use of flammable and highly flammable materials below ground		N	N	
42.7.2	Storage of flammable and highly flammable materials below ground		N	N	
43	**Hot work and fire hazards**				
43.1	Hot work		N	N	
43.2	Reasonable notice of works		N	N	
43.3	**Precautions**				
43.3.1	Buildings and assets		N	N	
43.3.2	Gas cylinders		N	N	
43.3.3	Gas detection		N	N	
44	**Storage**				
44.1	General requirements for storage		N	N	
44.2	Trackside storage		N	N	
44.3	Hazardous materials and substances		N	N	
44.4	Allocation of space on operational property		N	N	
45	Plant and equipment		N	N	
46	Clearance approvals		N	N	

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y / N**	**Reference to explanation - see Section 2a in attached Guidance Notes**
47	Access equipment		Y	Y	
48	Temporary works		N	N	
49	Temporary fences and hoardings		N	N	
50	**Temporary lighting and power supplies**				
50.1	General requirements		N	N	
50.2	Lighting in tunnels and shafts		N	N	
51	Screening of lights and positioning		N	N	
52	**Environmental requirements**				
52.1	General environmental requirements		Y	Y	
52.2	Environmental nuisance		N	N	
52.3	Water		N	N	
52.4	Waste management		Y	Y	
52.5	Noise and vibration		N	N	
52.6	Archaeology, historical interest and listed buildings		N	N	
52.7	Wildlife and Habitats		N	N	
52.8	Resource Use		N	N	
52.9	Pest control		N	N	
52.10	Land and water pollution prevention		Y	Y	
53	**Quality requirements**				
53.1	Records		Y	Y	
53.2	Retention period		Y	Y	
53.3	Availability of records for inspection		Y	Y	
53.4	Statistical process control, audit and inspection procedures		Y	Y	
53.5	General quality requirements		Y	Y	
53.6	Quality Plan		N	N	
53.7	Testing and inspection		N	N	
53.8	Certification of conformity		N	N	
53.9	Quarantine		N	N	

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	**Topic**	**Other documents / Comments**	**Y / N**	**Y / N**	**Reference to explanation - see Section 2a in attached Guidance Notes**
53.10	Traceability		N	N	
53.11	Maintenance and servicing		N	N	
53.12	Design		N	N	
53.13	Computer aided design		N	N	
53.14	Asset commissioning and handover		N	N	

Other requirements / comments

[redacted]

Facilities Management Contract: Non LUL locations, including Surface Transport and TfL HeadOffice locations- Health and Safety Contract Conditions

Issue no.:	**A1**		**Issue date:**	**April 2016**
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1 Purpose

The purpose of the TfL Surface Transport and non LUL locations Health and Safety Contract Conditions (HSCC) is to control risk down the supply chain for contracted work on TfL Operational Property or other TfL premises under the remit of Surface Transport and TfL Head Offices.

Note: The requirements detailed are in addition to legislative requirements, British and European standards and industry good practice.

2 Scope

This HSCC applies to facilities management works, activities or services supplied to Company which take place on Company Operational Property or other premises under the management of Surface Transport which affect / impact upon the operation of the Company network. The Company determines the relevant conditions on the basis of risk associated with the works, activities or services.

3 Roles and responsibilities

3.1 The Company

The Company shall:

1) be responsible for ensuring the requirements outlined in these contract conditions are managed in all contracts where they are applicable.
2) identify the point of contact that will represent the Company's organisation.

This representative shall be responsible for ensuring compliance with Company's requirements. This work may be amalgamated within other, recognised roles within the Company's organisation.

3.2 The Supplier

The Supplier shall be responsible for managing the activity of the Supplier's organisation and their supply chain so that compliance with the HSCC is achieved.

The Supplier shall:

1) Be responsible for satisfying HSCC requirements applicable to the works;
2) Have or develop a comprehensive knowledge of the HSCC;
3) Have or develop an understanding of how 'works' can impact on the Surface Transport network, and non LUL locations including Company staff, customers and assets;
4) Ensure that all suppliers forming part of the supply chain (sub-contractors), including nominated TfL contractors, comply with all applicable HSCC.

5) Upon contract award, identify the point of contact who will represent the Supplier's organisation and their supply chain, where applicable.

This representative shall assure the Company that full compliance with the HSCC is being achieved within the supplier organisation and its supply chain, where applicable. This work may be amalgamated within other, recognised roles within the Supplier's organisation.

Note: The intention is to accommodate this work within the Supplier's delivery team without creating a specific role; the point of contact should be a co-ordination function.

4 Arrangements for the management of health and safety risks

The Supplier shall develop and document arrangements for managing health and safety risks. The Supplier shall:

1) Ensure that the arrangements demonstrate the approach and structure of the health and safety management to be employed on the Contract;
2) Maintain and periodically review the arrangements and forward amendments to the Company.

5 Supplier's selection of sub-contractors

The Supplier shall ensure that its procurement management system evaluates and selects sub-contractors not solely on the basis of cost, but also for their health and safety knowledge, skills, experience and their ability to meet the Company's requirements. The Supplier shall provide with their tender, details of the basis for the selection of all proposed sub-contractors and how they are selected.

6 Emergency Plan

Where the Supplier has control of a premises or enclosed/segregated area, the Supplier shall prepare Emergency Plans relating to fire and other health, safety and environmental emergencies and ensure that all personnel are aware of the arrangements in them. The Emergency Plan shall define the arrangements, procedures and measures that will be implemented to eliminate or minimise the identified hazards and the potential hazards, including those specified by the Company. The Plan shall:

1) clearly state the procedures to be adopted for each emergency;
2) list the duties and responsibilities of personnel on site;
3) identify a party with responsibility for liaison with the emergency services; and
4) include the names and telephone numbers of the Supplier's staff (including mobile telephones if applicable) who can organise or assist with emergency action (including safety, fire or environment) in the event of an incident occurring on the site outside normal working hours or when the Supplier is absent from the site.

All such plans shall reflect and be complementary to local Company evacuation procedures for the location.

The Emergency Plan shall be kept at site along with any other documents, posters or notices required by law or directed by the Company. Where the works, activities or services being provided is carried out on an 'ad hoc' basis, e.g. fault repair, the Emergency Plan shall always be available on site while work is in progress. The Supplier shall provide the Company with a copy of the Emergency Plan.

Where the supplier is working within a non-enclosed/unsegregated area under the management of the Company, the supplier shall ensure their personnel, including any sub-contractors are made aware of and comply with the emergency arrangements for the premises.

7 Risk Assessments and Method Statements

The Supplier is free to use its own format for risk assessments and method statements; Company does not mandate a specific format.

The Supplier shall provide Company with a schedule of risk assessments and method statements 21 days prior to commencement of the Contract. This shall include risk assessments for any chemical being used. The Company shall notify the supplier within 7 days, of any risk assessments or method statements that Company wishes to review.

In the event of any changes or additions to the documentation referenced in the schedule, a revised schedule shall be provided to Company 21 days in advance of the application of the new or revised arrangements.

8 Health, Safety and Environment File

The Company shall provide information and any other stored health and safety information on the known or potential hazards and risks that are present at a location. The supplier shall supply the information to any party requesting it who is either engaged or potentially involved in work at that location and shall provide the Company with all relevant information to ensure that any Health, Safety and Environment file is adequately maintained.

9 Pre-start Company health, safety and environment meeting

The Company shall determine the need for a specific pre-start health, safety and environment meeting. Where required the Company shall invite (as appropriate) representatives from the London Fire and Emergency Planning Authority (LFEPA), the Supplier's representative, Supplier site representatives and any specialist representatives to attend a pre-start meeting, eg. a representative from the Company Enforcement and On-Street Services team to discuss work likely to affect passenger or traffic flow, crime prevention and general security.

10 Supplier's site induction

The Supplier shall ensure that their personnel, their sub-contractors and any visitors to the site are made aware of the Supplier's health, safety and environmental requirements specified in the Contract relevant to site safety.

11 Supervision

The Supplier shall submit to the Company details of the Supplier's proposed level of supervision of activities or works on site.

12 Access to health and safety advice and support

The Supplier shall provide the name,contact details and evidence of competence of the health and safety advisor appointed to support the Contract.

13 Provision of health and safety performance information

The Supplier shall provide health and safety performance data in accordance with the requirements and timescales notified by the Company. This information may include, but not be limited to, incidents, hours worked and results of monitoring activities, relating to their own organisation and any sub-contractors employed.

14 Staff requirements

14.1 Behaviours

14.1.1 General

Suppliers shall take appropriate actions to prevent and eliminate unacceptable behaviour or conduct. Suppliers shall comply with site rules, the instructions of Company employees or representatives, where these do not conflict with the health and safety of staff or safe operation of the property/infractructure. The Company reserves the right to object to and (where appropriate) immediately expel any of the Supplier's personnel or supply chain employed on the works.

14.1.2 Alcohol and drugs

Suppliers' personnel, including any sub-contractors are prohibited from consuming alcoholic drinks or consuming or using drugs at work, or from being under the influence of alcohol, drugs or other substances that might impair the proper performance of their duties on Company's premises or infrastructure. Drugs prescribed by a medical practioner shall be assessed for their impact on the safe completion of tasks and compatibility with the working environment.

14.1.3 Smoking

Suppliers staff are prohibited from smoking on Company premises, including the use of e-cigarettes or vaping devices.

14.2 English language

The default language for all Suppliers and services to Company shall be English and this requirement shall extend to:

1) oral communications;
2) all written communications and instructions including any training or technical material provided by any Supplier following the modification, renewal or replacement of any asset.

Those staff that have responsibility for managing the Contract and the Supplier's personnel whilst they are working on Company Premises or Infrastrcuture shall be able to communicate in both written and oral English to a standard appropriate to the tasks being performed.

The supplier shall ensure that an English speaking supervisor is present during works at all TfL premises/infrastructure.

The Company may permit the presence of Supplier's team members who are not competent in the English language provided that the Supplier can demonstrate to the satisfaction of the Company that:

1) such team members will receive the required safety training/briefing (including any emergency procedures) before commencing work;
2) the Supplier will make appropriate arrangements to ensure that instructions are effectively communicated to, and understood by, all such team members.

14.3 Competence

14.3.1 General competence requirements

The Supplier shall ensure that its staff and those of its appointed supply chain have the necessary knowledge, skills and experience and are fully aware of the HSCC and the controls and processes to manage the risks pertinent to both the works and individual staff roles.

The Supplier shall provide at the commencement of the Contract and thereafter maintain a matrix of training certification and competencies for all parties delivering the Contract.

Suppliers shall:

1) hold a record of all licences, permits and certificates issued to its staff.
2) allow sufficient time to ensure that its staff are properly trained and registered before starting work on the Contract.
3) Ensure that evidence of licences, permits,certificates and other training are available at the relevant site, or in the case of mobile workers, in their vehicles.

If the Supplier's staff fail to produce the stipulated licences when requested to do so by any member of Company staff, they shall be required to leave Company

Premises immediately. No cost or delay incurred by the Supplier as a result of such a failure will be accepted by Company.

14.3.2 Asset specific competence

Suppliers shall demonstrate to the Company the competency to perform works on specific assets as required by the governing standards.

14.3.3 Company specific permits and licences

Where licences or permits are required, the Supplier shall ensure they are prominently displayed at all times during the work period and in a position and manner approved by the Company. If the licence or permit is defaced, removed or obstructed without authority, the Supplier shall apply for it to be replaced immediately.

The Supplier shall apply for permits, licences, closures or authoristaions to the Company in line with the timescales associated with the specific permit, licence or authorisation requested, or at least 14 days prior to the proposed commencement date; whichever is the greater.

Permits, certificates and licences are issued on an individual basis and are not transferable to other persons or organisations. If any of these documents are lost or damaged, the Supplier must advise the Company as a matter of urgency.

14.4 Identification of Suppliers staff Are these covered in upfront preamble?

The Supplier's personnel and their sub-contractors shall carry a means of identification diplaying their name, photograph and company name.

For sub-contractors, this shall also include the supplier's company name.

The Supplier's personnel and their sub-contractors shall wear high visibility clothing which carriers the Supplier's company name, at all times when on Company operational premises or about the Company network.

Where, following a risk assessment, the wearing of a separate high visibility garment could produce a risk of personal injury, and then the Supplier shall agree other arrangements with their Company point of contact to ensure that the Supplier's staff and sub-contractors are easily identified.

14.5 Clothing

Suppliers shall not wear any garment or article that impedes their vision or hearing when working on Company infrastructure, unless required as part of a safe system of work, e.g. hearing protection.

The wearing of hats, clothing with hoods and any other headwear is prohibited when working on Company infrastructure with the exception of:

- Hoods or headwear required as PPE in response of a risk assessment;
- Headwear specifically designed:

1) To be compatible with PPE **and**
2) Not to impede vision or hearing.

15 Welfare

The Supplier shall make their own welfare arrangements. Where the Supplier expects to utilise Company facilities where present, this arrangement must be agreed in advance with the local Company management representative.

16 First Aid

The supplier shall make their own first aid arrangements.

17 Access general access requirement to locatins and buildings – is there a need to state this here?

17.1 Shared access

There may be instances where a Supplier cannot have sole occupation of a site. In such cases the Company shall facilitate a discussion between the relevant parties. The Supplier shall reach a working agreement with the relevant parties.

17.2 Access to location under the control of a Principal Contractor

Where access is required to a location under the control of a Pincipal Contractor, arrangements shall be made via the Company. The Supplier shall comply with the Principal Contractor's access requirements,site rules and PPE requirements. The Supplier shall provide the Principal Contractor with the risk assessments and method statements for the activities being undertaken within the area under the Pricipal Contractor's control.

17.3 Access to secure rooms

Requests for access to secure rooms shall be requested via the Company.

All equipment within such rooms must be protected by a dust-proof screening.

The Supplier shall not use such rooms as stores or workrooms.

17.4 Entering areas with gaseous fire suppression systems

Certain rooms on Company Premises are currently fitted with a gaseous fire protection system. Th Supplier shall not enter these rooms without the Company's approval.

17.5 Controls at Point of Access

The Supplier must be prepared to show evidence of:

1) Any required authorisation, certificates and licences as appropriate.
2) Appropriate Personal Protective Equipment (PPE);
3) The relevant Health, Safety and Environment arrangements and safe systems of work.
4) Risk assessments, including Safety Data Sheets for any chemicals to be used or stored.

18 Incidents

18.1 Incident Management

All Suppliers shall have contingency plans and remedial measures for incidents, including provision of support for individuals experiencing trauma as a consequence of an incident.

18.2 Notification and reporting of incidents

Company shall be notified as soon as practicable of incidents which:
a) affected or could have affected Company employees, customers, or other parties affected by Company operations, or

b) occurred within the boundary of 'Company premises' or infrastructure or affected Company operations.

To whom notification shall be made, shall be agreed with Company via the Company.

The Supplier may make initial notification verbally.

The Supplier shall provide Company with a written incident report within 24 hours of the incident.

18.3 Accidental damage, obstruction or interference with assets

Should any damage occur to an asset the Supplier shall immediately report the damage to the Company representative on site (where available) or to the Company.

The Supplier is not permitted to rectify the damage for works out of scope without authorisation from the Company, as this may increase the risk of a consequential incident.

18.4 Notification to Regulatory bodies

The Supplier shall directly notify the Health and Safety Executive (HSE), where required under the Reporting of Injuries, Diseases or Dangerous Occurences Regulations (RIDDOR), of incidents related to Company business which:
a) involved their own employees or contractors, or

b) occurred outside the boundary of Company controlled infrastructure or Company premises.

Such notification shall be made within the time-scale and by the means specified by the regulator.

18.5 Incident Investigation

The Supplier shall ensure that all incidents are subject to an appropriate investigation by a competent person. The investigation shall:

1. identify the immediate causes of the incident
2. identify the root causes of significant incidents
3. identify and implement actions to minimise the risk of recurrence
4. provide a record of the key findings and recommendations of the investigation

Suppliers shall provide copies of the incident investigation report and details of the actions being taken to prevent recurrence.

The Supplier shall cooperate with any Company investigation undertaken in relation to incidents.

18.6 Notification of regulatory concern or action

The Supplier shall notify the Company of any regulatory concern or action related to their work for Company by the end of the following working day. The notification shall include a description of the concern or action, the response and any additional information to aid understanding. Copies of any communication in connection with the regulatory concern or action shall be provided.

19 Monitoring

19.1 Health, safety and environmental survillence by the Supplier's personnel

The Supplier shall submit to the Company details of the Supplier's proposed level of site health, safety and environmental surveillance together with the nomination of health, safety and environmental supervisors and officers who will have an

overview of all site health, safety and environmental matters. Such details shall include outline arrangements for:

1) safety tours and detailed safety inspections;
2) the auditing of site activities to ensure that the correct health, safety and environmental management procedures are followed.

19.2 Monitoring of sub-contractors Is this covered in control of contractors?

The Supplier shall monitor the performance of its staff and any sub-contractors and ensure that the results are used to:

1) control their activities;
2) assess its suppliers' suitability for future works.

These results (records) shall be made available to the Company upon request.

19.3 Company inspection and audit of work locations

All Suppliers shall provide full and free access to Company for the purpose of carrying out audits and site inspections to monitor compliance with the HSCC attached to their Contract.

The Company (or their agents) may at any time undertake inspection of the equipment and audit or check any aspect of the Supplier's performance of the Contract. The Company (or their agents) shall inform the Supplier of the objective of any audit prior to its commencement.

The Supplier will promptly provide all reasonable co-operation in relation to any inspection, audit or check including:

1) granting access to any premises, equipment, plant, machinery or systems used in the Supplier's performance of the Contract, or where such premises, equipment, plant, machinery or systems are not the Supplier's own using reasonable endeavours to procure such access;
2) ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and alteration to data during the audit;
3) making any contracts, other documents and records referred to in the HSCC available for inspection;
4) providing a reasonable number of copies of any contracts, other documents and records referred to in the HSCC, required by the auditor, or granting copying facilities to the auditor for the purposes of making such copies.

The Company (or their agents) shall have the right to carry out such inspections or audits, as they consider necessary. The Supplier shall make available, at the Supplier's cost, any of their specialist staff as may be agreed necessary for the performance of such inspections or audits carried out by Company (or their agents).

The Supplier shall work closely and co-operate fully with the Company and Company personnel on matters of health, safety and environment. The Supplier shall fully and unreservedly accept that responsibility for the safety of the works rests with the Supplier. The participation of Company staff or their agents in inspections and audits does not in any way absolve the Supplier from that responsibility.

19.4 Timescales for rectifying non-compliances

The Company (or their agents) and the Supplier shall agree the timescale for rectifying any non-conformances or sub-standard conditions that are identified during any audit or inspection.

20 Site health, safety and environment committee

The Company shall consider whether or not there is the need for a separate Health, and Safety meeting, consideration shall include the size and extent of the work and also the level of risk involved.

Where this is the case the Supplier's health and safety officer(s) or designated representative shall attend meetings of a Health, Safety and Environment Committee or similar meeting established and chaired by the Supplier's representative.

Where no specific health and safety meeting is required, such matters will be dealt with through the contract performance meeting or similar.

The Supplier shall assess and implement without delay any decisions or recommendations made by the meeting.

21 Protective Barriers

The Supplier shall provide suitable barriers at work areas;, including provision for associated exclusion zones ,where required, to prevent unauthorised access or harm to Company employees, customers and the public.

22 Site security

Access gates must be kept shut at all times. Where it is necessary to have have a gate open for the movement of materials, the Supplier shall place personnel at the gate to prevent unauthorised access.

The Supplier shall make the site safe and secure at the end of each shift and shall fit all access doors with suitable locks for this purpose.

23 Site housekeeping

The Supplier shall keep the work location in an orderly state appropriate to the avoidance of danger to persons and avoidance of adverse impact on the environment.

Fire exits and escape routes must be kept clear of obstructions and flammable material.

Toxic or flammable substances such as paint, thinners, varnish etc shall be stored in sealed tins at all times when not in use.

The Supplier shall ensure that the work site is free from all the Supplier's equipment, materials and waste at the end of each day, on completion of the works or when the site is returned to normal operations, unless storage is authorised by the Company representative on site (where available) or the Company.

The Supplier shall make suitable provision for disposing of unused or redundant assets and materials, and are responsible for determining the correct disposal methods. Consideration should be given to reusing and recycling these materials. The Supplier shall ensure that the Company is informed of plans for disposing of assets and materials.

24 Storage

24.1 General requirements for storage on Company premises

Suppliers shall:

1) ensure that all their storage locations are agreed with the Company;
2) not store any material in a position where it could fall, slip, roll or be blown onto operational equipment and facilities, public highway, or walkways;
3) carry out a thorough safety inspection at the end of each shift and after use of the storage area to ensure that stored items are secure;
4) comply with all legislation and relevant Environment Agency guidance notes in respect to oil, liquid and other potential pollutant storage;
5) store liquids in enclosures or trays to contain any spills or drips;
6) protect and store materials in such a way as to minimise unnecessary damage, wastage, spoiling of goods or environmental harm.
7) not store any hazardous materials on Company premises except where allowed by the Company, in the quantities and containers specified and in conditions and locations specified.

24.2 Use of designated cleaners' cupboards

The Supplier may make use of any assigned cleaner's cupboards for the storage of cleaning materials. No other types of material may be stored.

No dedicated storage provision will be provided at sites where such facilities are not available.

24.3 Roadside storage of materials

The Supplier shall only store at the roadside, the types of materials relating to the specific activities and requirements of the works at that site in the quantities required to complete the task in the shift. All excess material shall be removed from the roadside on completion of the shift.

25 Delivery of materials

25.1 Conveyance of materials

Suppliers shall not deliver materials through public areas of operational premises during operational hours, except with the approval of the relevant Company operational manager. Suppliers should also consider the environmental impacts associated with deliveries to prevent nuisance to nearby premises.

Where it is necessary to wedge open fire or glass doors for the movement of material and equipment, the wedges must be removed immediately after the movement is complete.

25.2 Conveyance of hazardous materials and substances

Where approved for use, Suppliers shall transport materials and hazardous substances, in the required containment and in a manner addressed and agreed under an accepted safe system of work.

26 Asbestos (non asbestos removal projects)

The Company shall provide information on relevant asbestos registers to the Suppliers.

In the absence of information and prior to any works being undertaken the Supplier shall confirm the presence or absence of any asbestos and the status and condition of the proposed work locations with the Company.

Where the Supplier believes that they have disturbed asbestos as a consequence of their works, they shall stop work immediately, and notify the Company representative for the premises or asset.

The Supplier shall keep records of all disturbances of asbestos and details of their employees or sub-contractors who were potentially exposed.

27 Isolation of Electrical Services

Under no circumstances is live working permitted. Suppliers shall not interrupt electrical services without permission from the Company or nominated Company representative.

28 Work on or adjacent to utilities and overhead/buried services

The Supplier shall consider the presence of overhead/buried services when planning works. The Supplier shall consult the Company as early as possible to ascertain whether any electrical distribution cables or apparatus, or other utility services will be affected by the proposed works.

The supplier shall ensure work methods take account of overhead/buried services. The supplier shall ensure all risk assessments consider such hazards and stipulate the controls required to prevent such hazards being realised. The Supplier shall make all necessary arrangements to safeguard the overhead/buried services.

No construction activity may be carried out in proximity of any services unless prior permission has been given by the utility provider and the Company.

29 Illumination of hazardous areas and the provision of warning signs

The Supplier shall ensure that hazardous areas for which they are responsible are adequately illuminated and relevant warning signs are provided/suitably displayed.

30 Temporary lighting and power suppliers

The Supplier shall obtain approval from the Company for the design of lighting or other electrical installations where it is proposed to use the Company's power supply. This is to allow the Company to check that the lighting will not cause any problems. The use of generators shall be approved by the Company.

31 Screening of lights and positioning

All lights or lasers provided by the Supplier shall be placed or screened so as not to cause any confusion with or interference with any signal lights on the highway or signal lights of any local or other authority. If directed, the Supplier shall take appropriate action, and replace them in positions approved by the Company. This approval shall not preclude the Company giving further directions about the replaced lights or lasers.

Temporary lighting festoons shall have cages around bulbs and if in exterior locations shall have correct IP rating.

Lights shall be angled and controlled so as to not interfere with adjacent properties and to minimise glow in the sky.

32 Fire prevention

32.1 General requirements for fire prevention

The Supplier shall not:

1) use of solvent based products expect where it is agreed with the Company that they are needed for technical reasons..
2) dispose of waste or other materials by burning on any site;
3) take or store anywhere on Company premises or infrastructure any cylinders of industrial or flammable gases and containers of flammable or volatile substances without the prior written permission of the Company.
4) overload power sockets at any time or use any adapters in connection with electrical equipment and power outlet sockets;
5) relocate existing fire points;
6) obstruct existing fire points, call points, hydrants and extinguishers ensuring that they are available for operation at all times;
7) obstruct or obscure exits, signs and means of access, emergency stairs and doors;
8) use, or permit to be used, fire fighting equipment and appliances for any purpose other than fire fighting;
9) use or provide dry powder extinguishers;
10) store, or allow to accumulate, any flammable or combustible materials on site, except as authorised by the Company;
11) obstruct, interfere with or remove existing fire plans.

The Supplier shall:

1) ensure that all personnel are fully aware of Company requirements in respect of fire prevention and protection;
2) take strict precautions to protect the site, any adjacent property and all persons from fire;
3) minimise the quantities of approved flammable materials temporarily stored, which shall at all times be the minimum consistent with safety and construction requirements;
4) remove immediately all empty drums, empty containers, surplus or waste material and used packing materials from operational premises at the end of each working shift;
5) minimise all fire risks, including mopping up spillages or absorbing them in sand or other suitable material which shall then be disposed of by the Supplier;
6) ensure that existing facilities at the site remain accessible;
7) request, via the Company, the isolation of fire detection equipment when any works may have an adverse impact on the equipment, e.g. smoke or dust, ensure that de-isolations are performed at the end of each period of work unless current exemptions are in place;

8) implement a system of hourly checks of the entire site in the event of such isolation being approved;

9) provide suitable and sufficient fire fighting equipment throughout the site when the output of a risk assessment indicates an increase in the risk of fire at any work site or when required to do so by the Company;

10) provide and maintain fire points in each work area and working level when the output of a risk assessment indicates an increase in the risk of fire at any work site or when required to do so by the Company. In all cases a fire point must be located within 20 metres of each work site;

11) protect the fabric of the building, its assets and decorations with suitable non-combustible material and take every precaution to prevent damage by scorching or fire.

12) provide the Company with full information on moves and consequent changes however minor, which may affect fire plans;

13) prepare emergency plans that reflect Company local arrangements;

14) make such alterations and additions to the fire protection arrangements as the Company may reasonably require;

15) make information available on request to the Company and any other authority that requires it; and

16) make adequate provision for raising the alarm in case of fire.

32.2 Temporary fire points

Where identified as being required by either risk assessment or the Company, the fire point shall be constructed in a manner which is easily recognisable.

32.3 Hot Works

Where Hot Works are being undertaken, including work causing heat, dust and smoke generation, a Permit to Work system shall be used. Where activities will create heat, dust or smoke, any smoke detection system present must be disabled, with the agreement of the Company representative on site.

32.3.1 Fire watch

Areas containing easily ignitable materials and places affected by flame, sparks or heat are to be inspected by the Supplier during work and at the cessation of work, to ensure that no conditions exist which lead to an outbreak of fire.

32.4 Gas cylinders

32.4.1 Storage of gas cylinders

The Supplier shall: