

### **Highways England Company Limited**

Area 9

### Scope

# Maintenance and Response Contract

Annex 13

# Health and Safety Requirements

### **CONTENTS AMENDMENT SHEET**

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	AJP	30/06/2021

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#### 1 HEALTH AND SAFETY REQUIREMENTS

#### 1.1 Vision, Value and Consideration

1.1.1	The <i>Contractor</i> complies with the <i>Client's</i> health and safety requirements as detailed in this Annex and in Annex 3 (reference documents) to the Scope.
1.1.2	The <i>Contractor</i> complies with and operates according to all relevant and prevailing health and safety legislation, considerations, guidance and industry best practice. The <i>Contractor</i> Provides the Service in a way that aligns to the <i>Client's</i> health and safety policies and initiatives.
1.2 Man	agement of Health and Safety
1.2.1	The Contractor:
	• gains certification to ISO45001:2018 by a third-party accreditation body (accredited by UKAS or another body recognised by the <i>Client</i> ) by the <i>access date,</i> unless the <i>Service Manager</i> has accepted that compliance to the standard is acceptable for a prescribed period, until certification is gained.
	• documents the systems and fully and effectively implements the health and safety management system prior to the <i>access date,</i>
	• Operates and develops its health and safety management system to meet the <i>Client's</i> requirements. The <i>Contractor</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.
	• Develops its Quality Plan as defined in <b>Annex 16</b> to comply with its health and safety management system.
1.2.2	Contractor's occupational health management system:
	The Contractor.
	<ul> <li>operates an occupational health management system in line with the requirements of HSE's Executive's prevailing construction occupational health management model, "Essentials of Managing Construction Health Risks", and</li> </ul>
	<ul> <li>participates in <i>Client</i> working groups to improve health and safety management performance in relation to the following topics:</li> </ul>
	<ul> <li>designing for health and safety in buildability and operability and maintenance, and</li> </ul>
	$\circ$ construction health and safety improvement, and
	$\circ$ sustainable design and sustainable construction.

	If, in the opinion of the <i>Client</i> , the <i>Contractor</i> is Providing the Service in an unsatisfactory manner or commits a breach of:
	<ul> <li>any prevailing legislation or,</li> </ul>
	• the Contractor's health and safety management system or,
	<ul> <li>a subcontractor's health and safety management system or,</li> </ul>
	• the Client's health and safety management system,
	the Service Manager notifies the Contractor following the process set out in GG128 (Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental) as listed in Annex 3. The Contractor raises Contract Management Points in accordance with Annex 16 and the Client's H&S management system assurance process.
	The notification provided by the <i>Service Manager</i> to the <i>Contractor</i> sets out the breach or breaches identified with reasons and outlines the minimum steps required of the <i>Contractor</i> to rectify the breach, and a date for rectifying.
	Where the <i>Contractor</i> has been given notification of a breach, the <i>Contractor</i> rectifies the breach or failure to Provide the Service, in a satisfactory manner, by the date specified by the <i>Service Manager</i> . The <i>Contractor</i> corrects other breaches that are not notified by the <i>Client</i> .
1.2.3	The <i>Contractor</i> operates and develops its health and safety management system to meet the <i>Client's</i> requirements. The <i>Contractor</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 within the Affected Property.
1.2.4	The Contractor's health and safety management system forms part of the Contractor's Quality Plan.
1.3 Con	tractor's occupational health management system
1.3.1	The Contractor.
	<ul> <li>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</li> </ul>
	<ul> <li>participates in <i>Client</i> working groups to improve health and safety management performance in relation to the following topics</li> </ul>
	<ul> <li>designing for health and safety in buildability and operability and maintenance,</li> </ul>
	<ul> <li>construction health and safety improvement and</li> </ul>

	sustainable design and sustainable construction.
1.3.2	If, in the opinion of the <i>Client</i> , the <i>Contractor</i> is Providing the Service in an unsatisfactory manner or commits a breach of
	<ul> <li>any prevailing legislation or,</li> </ul>
	<ul> <li>the Contractor's health and safety management system or,</li> </ul>
	<ul> <li>a subcontractor's health and safety management system or,</li> </ul>
	• the Client's health and safety management system,
	the Service Manager notifies the Contractor. The Contractor subsequently implements any corrective action to its health and safety management system and if warranted awards itself Contract Management Points in accordance with <b>Annex 16</b> .
1.3.3	The notification provided by the <i>Service Manager</i> to the <i>Contractor</i> sets out the breach or breaches identified with reasons and outlines the minimum steps required of the <i>Contractor</i> to rectify the breach, and a date for rectifying.
1.3.4	Where the <i>Contractor</i> has been given notification of a breach, the <i>Contractor</i> rectifies the breach or failure to Provide the Service, in a satisfactory manner, by the date specified by the <i>Service Manager</i> . The <i>Contractor</i> corrects other breaches that are not notified by the <i>Client</i> .
1.4 Mar	agement of Road Risk
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1.4.1	The <i>Contractor</i> ensures that it has systems in place for the effective management of occupational road safety in accordance with guidance provided by the HSE or other relevant industry guidance. The <i>Contractor's</i> road safety management system has provision for assessing traffic management, driver competence and eligibility, driver safety training,
1.4.1	<ul> <li>The <i>Contractor</i> ensures that it has systems in place for the effective management of occupational road safety in accordance with guidance provided by the HSE or other relevant industry guidance.</li> <li>The <i>Contractor's</i> road safety management system has provision for assessing traffic management, driver competence and eligibility, driver safety training, vehicle maintenance and accident and incident investigation.</li> </ul>
1.4.1 1.4.2 <b>1.5 Hea</b>	The <i>Contractor</i> ensures that it has systems in place for the effective management of occupational road safety in accordance with guidance provided by the HSE or other relevant industry guidance. The <i>Contractor's</i> road safety management system has provision for assessing traffic management, driver competence and eligibility, driver safety training, vehicle maintenance and accident and incident investigation. <b>Ith safety and wellbeing culture and communication</b> The <i>Contractor</i> ensures that it creates a culture and communications that align
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	<ul> <li>operates a behavioural safety programme, measured against the supply chain health, safety and wellbeing maturity model and</li> </ul>
	<ul> <li>participates in <i>Client</i> events, programmes and initiatives as appropriate and if requested.</li> </ul>
1.6 H	ealth and safety exchange of information
1.6.1	The <i>Client</i> provides information requested by the <i>Contractor</i> to enable the <i>service</i> to be performed in a safe and legally compliant manner.
1.6.2	The <i>Contractor</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>Service Manager</i> .
1.6.3	The <i>Contractor</i> immediately brings to the attention of the <i>Service Manager</i> any issue or potential issue that may have a detrimental impact on the health, safety and wellbeing of any stakeholders.
1.7 He	alth and safety resources
1.7.1	The <i>Contractor</i> retains sufficient competent health and safety resource as part of its management structure.
1.7.2	The minimum requirements for the <i>Contractor's</i> health and safety resources are that their leads
	<ul> <li>have membership of The Institution of Occupational Safety and Health (IOSH),</li> </ul>
	<ul> <li>are qualified to National Examination Board in Occupational Safety and Health (NEBOSH) diploma standard (or higher),</li> </ul>
	<ul> <li>have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the service and</li> </ul>
	<ul> <li>have the appropriate level of competence, training and demonstrable experience in the field for which they are Providing the Service.</li> </ul>
	•
1.8 He	alth & safety competence of Contractor's employees
1.8.1	The <i>Contractor</i> ensures that its employees are competent to Provide the Service and upon request provides the <i>Service Manager</i> with information about the <i>Contractor's</i> arrangements for assuring employee competence and with employee training records.

<ul> <li>1.8.2 Before commencement of the service the <i>Contractor</i> provides the <i>Service Manager</i> with a statement (signed by a person authorised to sign tenders on behalf of the company) to confirm that all the <i>Contractor'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 service. The <i>Contractor</i> provides further signed statements to the <i>Service Manager</i> when any new <i>Contractor</i> provides information against the selection criteria and method used to provide assurance of competence.</li> <li>1.8.3 For roles where no suitable recognised competence standards exist, the <i>Contractor</i> provides information against the selection criteria and method used to provide assurance of competence.</li> <li>1.9 Health and Safety in Construction</li> <li>1.9.1 The <i>Contractor</i> ensures that assets, including materials and equipment, are used, installed, constructed and maintained in accordance with prevailing legal requirements, standards and specifications instructed by the <i>Client</i>.</li> <li>1.10 Incident Reporting and Investigation</li> <li>1.10.1 The <i>Contractor</i> complies with the <i>Clients</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 3). If a time period is not specified in GG128 then the <i>period of reply</i> applies unless agreed otherwise by the <i>Service Manager</i>.</li> <li>1.10.2 Following the notification of an incident, the <i>Contractor</i>, in line with the <i>Clients</i> standards, determines if a formal investigation is required, and if necessary follows the notification, investigation and reporting procedures as set out therein.</li> <li>1.10.3 The <i>Contractor</i> undertakes investigations with an independent competent person who has relevant training, knowledge and experience in effective accident/incident investigation.</li></ul>	Manager with a statement (signed by a person authorised to sign tenders on behalf of the company) to confirm that all the Contractor's employees and subcontractors (at any stage of remoteness from the Client) are competent to undertake the roles that they are assigned to, to deliver the service. The Contractor provides further signed statements to the Service Manager when any new Contractor provides information against the selection criteria and method used to provide assurance of competence.           1.8.3         For roles where no suitable recognised competence standards exist, the Contractor provides information against the selection criteria and method used to provide assurance of competence.           1.9         Health and Safety in Construction           1.9.1         The Contractor ensures that assets, including materials and equipment, are used, installed, constructed and maintained in accordance with prevailing legal requirements, standards and specifications instructed by the Client.           1.10         Incident Reporting and Investigation           1.10.1         The Contractor complex with the Client's 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 3). If a time period is not specified in GG128 then the period of reply applies unless agreed otherwise by the Service Manager.           1.10.2         Following the notification of an incident, the Contractor, in line with the Client's standards, determines if a formal investigation is required, and if necessary follows the notification, investigation and reporting procedures as set out therein.		
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of an incident, and in such case, the Contractor provides a copy of its completed incident report to the Client.         1.10.5       The incident report provides         • information on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a recurrence and	<ul> <li>of an incident, and in such case, the <i>Contractor</i> provides a copy of its completed incident report to the <i>Client</i>.</li> <li>1.10.5 The incident report provides         <ul> <li>information on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a recurrence and</li> <li>relevant photographs and statements</li> </ul> </li> </ul>	1.10.3	who has relevant training, knowledge and experience in effective accident/incident
<ul> <li>information on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a recurrence and</li> </ul>	<ul> <li>information on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a recurrence and</li> <li>relevant photographs and statements</li> </ul>	1.10.4	of an incident, and in such case, the Contractor provides a copy of its completed
any remedial measures to be taken in order to prevent a recurrence and	<ul><li>any remedial measures to be taken in order to prevent a recurrence and</li><li>relevant photographs and statements</li></ul>	1.10.5	The incident report provides
	as an integral part of the report.		any remedial measures to be taken in order to prevent a recurrence and
as an integral part of the report.			as an integral part of the report.

1.10.6	Where the <i>Contractor</i> is compiling a draft investigation report, the <i>Contractor</i> discusses the findings of the draft report with the <i>Service Manager</i> prior to the production of the final draft of such a report.	
1.10.7	The <i>Contractor</i> implements applicable recommendations arising from incident investigations within the timescales agreed with the <i>Service Manager</i> .	
1.10.8	The <i>Client</i> has the right to investigate any incidents wherever they may occur.	
1.10.9	The <i>Contractor</i> provides the <i>Client</i> unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the <i>Contractor</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	The <i>Contractor</i> provides a copy all materials related to an incident to the <i>Service Manager</i> within the timescales agreed. Any material that would otherwise fall to be disclosed by the <i>Contractor</i> to the <i>Client</i> , may be withheld by the <i>Contractor</i> , provided that the <i>Contractor's</i> legal adviser confirms to the <i>Client</i> that the material is	
	<ul> <li>a confidential communication between the <i>Contractor</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>Contractor</i>, or</li> <li>a confidential communication between the <i>Contractor</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).</li> </ul>	
1.10.11	The <i>Contractor</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 Health and Safety Inspections/ Assurance		
1.11.1	The Contractor	
	<ul> <li>carries out formal site safety inspections or assurance activities as agreed with the Service Manager and documents the findings of these inspections or assurance activities,</li> </ul>	
	<ul> <li>ensures that only competent persons carry out inspections or assurance activities,</li> </ul>	
	<ul> <li>notifies the Service Manager in advance of the date of an inspection or assurance activity, and allows the Client to participate in inspections or assurance activities if the Service Manager requests to do so and</li> </ul>	

	• takes effective actions to ensure that any issues identified during inspections or assurance activities are effectively addressed within the timescales agreed with the <i>Service Manager</i> .
1.12 Hea	Ith and Safety Management Audit
1.12.1	The <i>Contractor</i> allows the <i>Service Manager</i> unrestricted access at all contracted hours to the premises, equipment, materials, employees and records of the <i>Contractor</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>Contractor's</i> health and safety management systems. The <i>Contractor</i> includes, in all subcontracts, the rights of access for the <i>Service Manager</i> .
1.12.2	The <i>Contractor</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>Contractor</i> .
1.13 Con	struction Design and Management (CDM) Regulations 2015 compliance
1.13.1	The <i>Client</i> appoints relevant CDM duty holders in writing, based upon a review of an organisation's ability and competence to perform the <i>service</i> .
1.13.2	CDM duty holders (principal contractor and principal designer) discharge their obligations under the CDM Regulations 2015 in compliance with any Approved Code of Practice or best practice guidance issued by the HSE, and provide the <i>Client</i> with evidence of such compliance, ensuring competent persons are maintained to continuously fulfil duty requirements throughout the <i>service</i> .
1.13.3	The <i>Contractor</i> Provides the Service and undertakes the principal contractor duties (as defined by CDM 2015). Where the <i>Contractor</i> is not required to undertake the principal contractor duties, the <i>Client</i> notifies the <i>Contractor</i> of the party who is undertaking this role. The <i>Contractor</i> refers to the Construction Industry Training Board (CITB) guidance when carrying out the principal contractor role.
1.13.4	During the pre-construction phase and before setting up a construction site in the Working Area, the <i>Contractor</i> creates a "Construction Phase Plan" in respect of the relevant <i>service</i> in compliance with Regulation 12(2) of the CDM Regulations 2015 and provides a copy of the plan to the <i>Service Manager</i> .
1.13.5	<ul> <li>Where instructed by the Service Manager, the Contractor undertakes the role of principal contractor and associated duties in respect of the service to which the CDM Regulations 2015 apply including:</li> <li>work carried out by the Client or</li> </ul>
	work carried out by Others.

1.14 Mec	edical Fitness	
1.14.1	The <i>Contractor</i> advises the <i>Service Manager</i> of any known medical disability or condition of any <i>Contractor</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>Service Manager</i> , the <i>Contractor</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 Hea	Ith Assessment and Control	
1.15.1	The <i>Contractor</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>Contractor</i> makes wellbeing services available to its employees and supply chain in line with, but not exhaustive of, the <i>Service Manager's</i> instructions.	
1.15.3	The <i>Contractor</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>Service Manager</i> .	
1.16 Alco	ohol and Substance Abuse	
1.16.1	The <i>Contractor</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>Contractor's</i> employees possess a Prohibited Substance for bona fide medical reasons for which the <i>Service Manager</i> has given acceptance for such <i>Contractor</i> employees to be engaged in Providing the Service.	
1.16.2	The <i>Contractor</i> notifies the <i>Service Manager</i> of any its employees who are undergoing a voluntary detoxification/rehabilitation programme. The <i>Client</i> has the right to prevent such <i>Contractor'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 service.	
1.16.3	Where the Service Manager is of the opinion, that any of the Contractor's employees (or any subcontractors involved in Providing the Service) may be in	

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	possession of, have taken, or are under the influence of any Prohibited Substance while Providing the Service, the <i>Service Manager</i> instructs the <i>Contractor</i> to perform a drug and alcohol test using the following as appropriate of such <i>Contractor</i> employees
	<ul> <li>breath testing by breathalyser,</li> </ul>
	<ul> <li>urine testing by urinalysis and,</li> </ul>
	<ul> <li>a search of personal possessions/ work area of such Contractor employees for evidence of a prohibited substance.</li> </ul>
1.17 Heal	th and Safety Charity-based Incentive Schemes
1.17.1	If the <i>Contractor</i> (or where there is a joint venture, each Consortium Member) does not have an agreed "Health, Safety and Wellbeing Maturity Matrix Action Plan" ('HS&WMM Action Plan") with the <i>Client,</i> the <i>Contractor</i> (or each Consortium Member) delivers a "HS&WMM Action Plan" and submits it to the <i>Service Manager</i> not later than 3 months following the Contract Date.
1.17.2	The "HS&WMM Action Plan" is based on the "Health Safety and Wellbeing Maturity Matrix" ('HS&WMM') and the associated implementation plan(s) produced by the <i>Contractor</i> (or each Consortium Member).
	The "HS&WMM Action Plan" details specific actions to be taken under the contract by the <i>Contractor</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>Contractor</i> (or each Consortium Member).
1.17.3	The <i>Contractor</i> (or each Consortium Member) updates their "HS&WMM 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 HS&WMM and implementation plan(s) produced by the <i>Contractor</i> (or each Consortium Member).
1.17.4	The <i>Contractor</i> (or each Consortium Member) keeps a controlled copy of the "HS&WMM Action Plan" available for inspection by the <i>Client</i> at all times.
1.17.5	The Service Manager notifies the Contractor (or a Consortium Member) if at any time the Client considers that the "HS&WMM Action Plan"
	<ul> <li>does not comply with the requirements of the contract or</li> </ul>
	<ul> <li>is not capable of delivering the improvements identified in the implementation plan(s).</li> </ul>
1.17.6	Following such notification, the <i>Contractor</i> (or each Consortium Member) reviews the "HS&WMM Action Plan" and reports to the <i>Service Manager</i> setting out

	proposed changes. If the Service Manager accepts the proposals, the "HS&WMM	
	Action Plan" is changed within agreed timescales.	
1.17.7	If the <i>Contractor</i> (or where there is a joint venture, each Consortium Member) does not have an agreed "HS&WMM Action Plan" with the <i>Client,</i> the <i>Contractor</i> (or each Consortium Member) delivers a HS&WMM Action Plan and submits it to the <i>Service Manager</i> within 3 months following the <i>starting date.</i>	
1.18 Man	agement of Road Risk	
1.18.1	The <i>Contractor</i> ensures that it has systems in place for the effective management of occupational road safety in accordance with guidance provided by the HSE or other relevant industry guidance.	
1.18.2	The <i>Contractor's</i> road safety management system has provision for assessing traffic management, driver competence and eligibility, driver safety training, vehicle maintenance and accident and incident investigation.	
1.19 Driv	ing for Better Business	
1.19.1	<ul> <li>The <i>Contractor</i>, as part of its organisation's health and safety at work programme</li> <li>complies with an accredited scheme for managing "Work-Related Road Risk" (WRRR),</li> </ul>	
	<ul> <li>provides evidence of this to the Service Manager and</li> </ul>	
	<ul> <li>manages WRRR to an appropriate standard for the service that is being provided.</li> </ul>	
1.19.2	Within six months of the Contract Date the Contractor	
	• registers with the "Driving for Better Business" (DfBB) programme,	
	<ul> <li>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,</li> </ul>	
	implements a 'driving for work' policy that	
	<ul> <li>complies with "Health and Safety Executive" (HSE) guidance,</li> </ul>	
	$\circ$ applies to all areas of the business,	
	$\circ$ applies to all types of driving undertaken,	
	<ul> <li>is communicated effectively to all employees who may drive for business purposes and</li> </ul>	

	<ul> <li>includes a statement from their chief executive officer (CEO)</li> </ul>
	or board director responsible for WRRR that outlines the importance attached to work-related road safety,
	• implements an effective system for measuring and monitoring fleet activity including the frequency and severity of any collisions, together with driver and vehicle compliance. This includes as a minimum
	<ul> <li>records of crashes and investigation results,</li> </ul>
	<ul> <li>driver training or education supplied,</li> </ul>
	$\circ$ driver licence checking and relevant insurance checking,
	<ul> <li>employee policy acceptance and</li> </ul>
	$\circ$ 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>Contractor</i> completes (and ensures that all its subcontractors complete
	<ul> <li>the "Driving for Better Business (DfBB) Leadership</li> <li>Statement" (commitment) (see link in Annex 03) and</li> </ul>
	<ul> <li>a self-declaration that they manage WRRS to the minimum acceptable level. The <i>Contractor</i> takes any required measures to ensure that declarations are correct,</li> </ul>
	• 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.
	<ul> <li>includes these requirements in all subcontracts (at any stage of remoteness from the <i>Client</i>.)</li> </ul>
1.19.3	<i>The Contractor</i> shares knowledge and best practice with the DfBB community where appropriate or as advised by the <i>Service Manager</i> and attends any related events/ initiatives as instructed by the <i>Service Manager</i> .
1.20 Sec	urity
1.20.1	The <i>Contractor</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>Contractor</i> 's employees on the <i>Client</i> 's premises/ property/ Affected Property, or being retained by the <i>Client</i> on behalf of the <i>Contractor</i> or <i>Contractor</i> 's employees.

1.20.2	Any person not complying or unwilling to comply with the requirements above, is removed from the <i>Client</i> 's Affected Property and not permitted access to the <i>Client</i> 's Affected Property.	
1.21 Supply Chain Safety Leadership Group		
1.21.1	<ul> <li>The Industry initiatives created and endorsed by the Supply Chain Safety Leadership Group;</li> <li>"Common Intent documents"</li> <li>"Raising the Bar documents"</li> <li>drive improvements in health, safety and wellbeing standards across the industry. Details can be found in Annex 3.</li> </ul>	
1.21.2	The <i>Contractor</i> compares the "Common Intent" and "Raising the Bar" initiative guidance with their own health safety and wellbeing practices and provides a report to the <i>Service Manager</i> prior to the end of the Mobilisation Period detailing:	
	• where the "Common Intent" or "Raising the Bar" guidance is more comprehensive than the <i>Contractor's</i> , the <i>Contractor</i> produces a remedial plan for bringing their working practices up to this minimum standard and	
	where the <i>Contractor's</i> working practices surpass those set out in the guidance, the <i>Contractor</i> provides details of these to allow the <i>Client</i> to update the guidance for the benefit of all road workers.	
1.21.3	The <i>Client</i> undertakes an independent audit process established to assure the implementation of "Common Intent" and "Raising the Bar" activities. Assessment (and expectation) levels will increase over time as health, safety and wellbeing standards are raised and the bar is set incrementally higher.	
1.22 Home Safe and Well Approach		
1.22.1	The <i>Contractor</i> submits to the <i>Service Manager</i> for acceptance, a strategy of how it will operate around the <i>Client's</i> "Home Safe and well" approach.	
	The <i>Contractor</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.	
	The Contractor	
	<ul> <li>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,</li> <li>recognises the behaviours that enable the culture change required to</li> </ul>	
	achieve our vision and deliver the objectives of the organisation,	

	<ul> <li>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,</li> <li>is responsible and accountable for the health, safety and wellbeing of those employed by the <i>Contractor</i> and those the <i>Contractor</i> works with and</li> <li>embeds the "Home Safe and Well" approach within the "Health, Safety and Wellbeing Maturity Matrix" (HS&amp;WMM) and associated implementation and action plans.</li> </ul>	
1.23 Deleterious and hazardous materials		
1.23.1	Asbestos	
	The <i>Contractor</i> complies with the Control of Asbestos at Work Regulations 2012 and General Guidance 105 asbestos management (GG105) (see link in <b>Annex 3)</b> .	