

Health & Safety Code of Practice for Contractors & Suppliers

Certificate of Acknowledgement - Code of Practice for Contractors and Suppliers

Name & Address of Contractor or Supplier to Reconomy (UK) Ltd

Name: _____

Address: _____

Post Code: _____

Tel. No: _____

Fax No: _____

Nominated person responsible for Health & Safety (state): -

.....

I/We acknowledge receipt of the **Reconomy (UK) Ltd**, Code of Practice for Contractors and Suppliers and I/We confirm that I/We have read the document and agree to work in accordance with the conditions contained within it.

Signed: _____

Date: _____

Position: _____

On behalf of:
(Name of Company) _____



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1. Introduction

1.1 **Reconomy (UK) Ltd**, has adopted a number of codes of practice in order to set and maintain a high standard of Health and Safety in its own undertakings to achieve and maintain a culture of **Zero Harm** and the same high standard and culture is therefore required of both contractors and suppliers working on our behalf.

1.1.1 **It is a requirement that any additional legal requirements, not included in this code of practice, are complied with.**

1.1.2 Any queries regarding this code of practice should be addressed to: - health&safety@reconomy.com

1.2 Health and Safety

Particular attention is drawn to the following Regulations and Codes and the list is **not exhaustive**: -

- The Building Act 1983 England and Wales (Parts A-R)
- The Building Act Scotland 2003
- Electricity at Work Regulations 1989
- The Electrical Equipment (Safety) Regulations 2016
- The Noise at Work Regulations 2006
- I.E.E. Regulations 2008 17th Edition BS 7671
- The Lifting Operations and Lifting Equipment Regulations 1998
- The Control of Asbestos at Work Regulations 2012
- A comprehensive guide to managing asbestos in premises HSG227
- Asbestos essentials: A task manual for building, maintenance and allied trades on non-licensed asbestos work HSG210
- Asbestos: The survey guide HSG264 (Second edition)
- The management of asbestos in non-domestic premises. Regulation 4 of the Control of Asbestos at Work Regulations 2006. Approved Code of Practice and guidance L127 (Second edition)
- Personal Protective Equipment at Work Regulations 1992
- Control of Substances Hazardous to Health Regulations 2002
- The Construction (Design & Management) Regulations 2015
- Water Supply (Water Fittings) Regulations 1999 (England and Wales) and Water Byelaws 2014 (Scotland)
- WRAS (the Water Regulations Advisory Scheme)
- Reporting of Injuries Diseases Dangerous Occurrences Regs (RIDDOR 2013)
- Management of Health and Safety at Work Regulations 1999
- Workplace (Health, Safety and Welfare) Regulations 1992
- Provision and Use of Work Equipment Regulations 1998
- Manual Handling Operations Regulations 1992
- Occupiers Liability Act 1984
- Fire Regulatory (Reform Order) 2005
- Working at Height Regulations 2005
- Environmental Protection Act(Prescribed Processes and Substances)1998
- The Site Waste Management Plans Regulations 2008
- Health & Safety (Safety Signs and Signals) Regs.1996

Additionally any equivalent or other health and safety related Scottish, Northern Ireland and Isle of Man legislation.

- 1.2.1 The following Code of Practice (COP) has accordingly been drawn up in order to provide instructions for contractors and suppliers undertaking work on behalf of **Reconomy**.
- 1.2.2 The main purpose of this COP is to ensure that all work is performed in such a manner as to be safe for all employees of **Reconomy** and that of their; clients, suppliers, contractors, visitors and members of the public.
- 1.2.3 This COP is not to be regarded in any way as relieving contractors or suppliers **of their statutory responsibilities or their responsibility to avoid accidents**. Neither is the COP intended to restrict or impede the way in which work is performed.

2. Application and Use

This Code of Practice applies to all Suppliers and Contractors who supply goods and services to **Reconomy**.

Whilst the Contractor or Supplier must, in the performances of his Contract, observe the requirements and working practices set out in this Code of Practice, nothing in the Code of Practice can be deemed to absolve the Contractor or Supplier from any liability whether civil or criminal, for personal injury, damage to property or any other liability whatsoever either at common law or any statute which may from time to time come into force.

The Contractor or Supplier must ensure that the contents of the Code of Practice are known and understood by all his representatives, workforce, employees and subcontractors working on **Reconomy** sites or sites of their clients.

The Contractor or Supplier must ensure that all of their employees are trained in and are aware of all safety practices and policies to be adopted during the performance of all work on **Reconomy** sites and that of their clients.

Whilst any contract is being negotiated it is strongly recommended that all sections of the Code of Practice affecting that contract be identified and any special arrangements resulting from it be discussed with the **Reconomy** representative(s) responsible.

Where necessary the arrangements arrived at must be recorded in writing to avoid ambiguity.

3. Definition of Terms

In this Code of Practice certain terms used have broader meanings as defined below and should be interpreted accordingly. Any reference in this Code to any particular Statute, Regulation or Order shall be deemed to include a reference to any statutory modification or re-enactment of the particular Statute, Regulation or Order.

- **Reconomy**: Any reference to Reconomy will refer to Reconomy (UK) Ltd and their clients
- **Site Manager**: The person so authorised to act on behalf of Reconomy's client and who is responsible for or in control of the site or premises where the work or service are to be undertaken
- **Competent Person**: Those persons that have received appropriate and documented training and certification (from an accredited body) in respect of their competency

4. Duties and Responsibilities

Attention is drawn to the Health and Safety at Work, etc., Act 1974, in particular to the duties and responsibilities of the Contractors and Suppliers, the Contractor's and Suppliers employees, and their subcontractors.

The Contractor and Suppliers must ensure so far as is reasonably practicable, the health, safety and welfare at work of all his employees. It is the responsibility of the Contractors and Suppliers to provide such information, instruction, training and supervision to their employees and others affected so far as is necessary to ensure the health and safety of their employees and others at work. They must also ensure that persons not in their employment, but who may be affected by their work activities, are not exposed to risks to their health and safety.

Every employee, whilst at work, has a duty to take reasonable care for the health and safety of him/her and of other persons who may be affected by his/her acts or omissions at work and also to cooperate with his/her employer as far as is necessary to enable any statutory duty or requirement to be performed or complied with.

No person shall intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare.

Suppliers of plant and equipment etc. have duties detailed in the Health and Safety at Work Act 1974 and these must be adhered to when supplying such plant and equipment etc. to **Reconomy**

The **Reconomy** authorised representative (or their clients site manager or premises manager and /or person in control of the premises must advise the Contractor or Supplier of any known potential hazards, including asbestos related hazards, which may be encountered by them and their employees while working on any **Reconomy** site or premises (or that of their client). The Contractor or Supplier must also review the asbestos register and sign the Contractors' Asbestos Acknowledgement Sheet. **(Important - see section 20.1)**.

5. Contractors or Supplier Health and Safety Policy

Prior to being engaged by **Reconomy**, the Contractors or Supplier (if employing 5 or more persons) will be required to provide evidence in the form of a copy of their Health and Safety Policy, which they will have brought to the attention of their employees.

Reconomy holds the Contractor or Supplier responsible for the health and safety activities of his or their direct employees and subcontractors. The Contractor or Supplier must also inform **Reconomy** of such subcontractors prior to their appointment and are required to satisfy **Reconomy** of their (the subcontractors) competency and that they have gone through reasonable approval procedures similar to those contained within this code of practice.

5.1. Policy/Questionnaire/Method Statements

The Contractor or Supplier will be required to complete a health and safety questionnaire (**Appendix 5**) and may subsequently be asked for additional information. Method Statements must be provided for work being undertaken, to confirm that safe systems will be in place, (see example in **Appendix 2**).

6. Contractors Insurance

At the request of **Reconomy**, the Contractor or Supplier will produce his Employers' / Public / Product Liability Certificates/Policy of Insurance for inspection and any such evidence to support that the Certificates/ Policy are operative. In addition, the Contractor or Supplier will, if so required, make adjustments to his Insurance covers as is necessary to satisfy the requirements of **Reconomy and their clients**.

7. Consultation Prior to the Commencement of Work

- 7.1 Before any contract begins, a responsible person representing the contractor or supplier shall discuss with a representative of **Reconomy** the Health and Safety precautions necessary to ensure, so far as is reasonably practicable, that all works are undertaken safely and they will identify, by name, that person.
- 7.2 **IMPORTANT** All contractors and suppliers shall be provided a copy of this COP prior to any work commencing and failure to return the Certificate of Acknowledgement (at the front of this booklet) and to ensure that it has been completed and returned to the relevant **Reconomy** representative, or similar confirmation of receipt has been received by **Reconomy**, will result in payment being withheld until such time that the necessary return of documents has been made.
- 7.3 The Certificate of Acknowledgement, or similar receipt, ensures that the contractor or supplier agrees to work in accordance with the requirements of this COP, relevant legislation, Approved Codes of Practice (ACOP), guidance notes and best practice.
- 7.4 Failure to complete the Certificate of Acknowledgement, or provide receipt, will not exempt a contractor or supplier from fulfilling their full legal duties in respect to health and safety.

8. Responsibilities of Reconomy

- 8.1 **Reconomy** shall ensure that:
- a) The site where work is to be undertaken is clearly defined.
 - b) Any information concerning significant hazards in the possession of **Reconomy** is fully communicated to the contractor or supplier prior to work commencing.
 - c) Additional copies of this COP are made available to the contractor or supplier upon request and are published on the **Reconomy** web site.
 - d) The precautions required by this COP and any additional control measures, which the contractor or supplier or their representative (s) are instructed by **Reconomy** or their clients to take, must be fully observed.
 - e) All contractors and suppliers are made aware of the fire and other emergency evacuation procedures relevant to the site being worked on and that all their personnel will abide by the site specific rules laid down at a particular site or sites or premises.
 - f) Appropriate arrangements are in place to co-operate and co-ordinate with contractors and suppliers regarding welfare and first-aid facilities, emergency procedures and other health and safety matters affecting the works or services.

- g) To undertake suitable and sufficient assessment of all contractors and suppliers prior to engagement and ensuring only contractors or suppliers on the **Reconomy Approved Contractor/ Supplier Database** are used.

8.2 If during the course of work, any **Reconomy Health & Safety Advisor/Contracts Manager** or that of a person of similar authority in their clients, observes someone disregarding this COP, or circumstances that represent an unacceptable level of risk, they will immediately inform the contractor or supplier and the contractor or supplier must comply with any instructions given for the purpose of rectifying the non-conformance.

9. Access to Site

- 9.1 Site access arrangements must be agreed with the relevant **Reconomy** representative (or in the case of a **Reconomy** client) the authorised person for the site or sites, prior to the work or service commencing.
- 9.2 Careful consideration must be given to ensure the Health and Safety of other contractors, visitors and/or the public who may need to gain access to the site, or may traverse the vicinity of the site.
- 9.3 Contractors and suppliers must adhere to all site rules of entry to and exit from **Reconomy** premises, or that of the premises or sites of any **Reconomy** client **and in particular the signing in and signing out procedure (additionally, they must sign any site asbestos acknowledgement sheet and review any asbestos registers before commencing work)**.
- 9.4 A valid CSCS card (**Construction Skills Certification Scheme (CSCS) cards. (In Northern Ireland - CSR (Construction Skills Register)** (or equivalent) must be held a contractor to access any construction and maintenance sites of any of **Reconomy's** client(s).
- 9.5 The Contractor or supplier will erect barriers or hoarding, internally and/or externally as relevant to the project, designed to: -
- Protect members of the public and/or client colleagues or other third parties
 - Fully enclose the work area and
 - Ensure that operatives and third parties do not climb, damage or alter in any way such barriers or hoarding. Any damage will be repaired as soon as practically possible. Access points built into such temporary hoarding will remain closed at all times. Contractors working close to any access points will be instructed to establish the identity of any stranger coming onto site. The site foreman/manager will issue clear instruction to all operatives during the site induction explaining the action they will take to ensure the safety of visitors/strangers
- 9.6 All Contractors will be required to keep the dedicated access roads and/or paths to accommodation - offices, welfare facilities, compounds and workshops clear at all times.
- 9.7 All doors to any building will be kept closed (and locked if appropriate) thus preventing unauthorised access. However, fire escape doors must remain unlocked at all times.

- 9.8 Appropriate No Entry and Unauthorised Persons Caution Building Site signs must be in use.

If applicable, fencing and barriers shall be erected and maintained together with adequate warning signage displayed to deter intruders, especially children, from accessing the site and for example being able to ascend scaffolding or gain access to equipment.

10. Accident Reporting

- 10.1 Contractors and suppliers shall comply with the requirements of the **Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 2013. (RIDDOR)**.

- 10.2 When a specified injury or dangerous occurrence has occurred, the HSE will be notified immediately and the accident report form F2508 will be completed and sent within 10 days of notification. Others to be notified as soon as possible are, Stallard Kane Associates Ltd, and the Company's insurers.

- 10.3 Notifiable occupational diseases will be reported to the HSE on report form F2508A.

- 10.4 Where a person is absent from work or unable to perform their normal working duties as a result of a work related incident/accident over 7 consecutive days, the HSE Incident Control Centre must be notified within 15 working days from the day of the accident.

- 10.5 Please note it will still be a requirement to record all over 3 day accidents just no longer report them to the HSE. The entry in to the company accident book of over 3 day accidents will be a sufficient means of recording them

- 10.6 Incidents on public roads

Only a limited number of accidents caused by moving vehicles on a public road are reportable (see regulation 10). However, when there has been a reportable injury or dangerous occurrence on the public road, it must still be reported under these Regulations even though it may already have been reported to, or involved, the police or other emergency services.

- 10.7 Notification and reporting

Regulation 3 (1) lists the circumstances where the responsible person must:

- a. notify the enforcing authority by the quickest practicable means (but see the (a) exclusion for the self-employed in regulation 10(5)); and
- b. within ten days of the accident make a report on an approved form or by (b) some other means approved by HSE.

The easiest and quickest way to send a report is to go to www.hse.gov.uk/riddor and complete the appropriate online report form. The form will then be submitted directly to the RIDDOR database. You will receive a copy for your records.

10.8 Telephone

All incidents can be reported online but a telephone service remains for reporting **fatal and major injuries only**. Call the Incident Contact Centre on 0345 300 9923 (opening hours Monday to Friday 8.30 am to 5 pm). **It is advisable to keep a note of telephone notifications**, including the time, the name of the caller and what details were given of the event being notified.

The phrase 'unless within that period he makes a report thereof to the Executive by some other means so approved', enables online and telephone reporting systems where, if a report is made by telephone or over the internet to the Incident Contact Centre, 1 there is no need to separately submit a written report to follow it up.

'Forthwith' and 'within 10 days' refer to the time of the accident. However, there will be cases when the reportable injury or condition resulting from the accident will either be:

- a. unrecognisable without a medical examination (e.g. a case of a fracture of the (a) skull) which is conducted only after some delay; or
- b. delayed for some time after the accident (e.g. some cases of acute illness (b) where a substance has been absorbed).

In such cases the notification (and report) required by regulation 3(1) should be made as soon as the injury or condition has been confirmed.

The phrase 'unless within that period he makes a report thereof to the Executive by some other means so approved' allows HSE to approve using the Incident Contact Centre (ICC) telephone, online and email reporting systems. **Contact the ICC on 0345 300 9923 or online and email reporting is possible by visiting www.hse.gov.uk/riddor.**

10.9 Over-seven-day injuries

This is where an employee, or self-employed person, is away from work or unable to perform their normal work duties for more than seven consecutive days (not counting the day of the accident).

Injuries to non-workers

Work-related accidents involving members of the public or people who are not at work must be reported if a person is injured, and is taken from the scene of the accident to hospital for treatment to that injury. There is no requirement to establish what hospital treatment was actually provided, and no need to report incidents where people are taken to hospital purely as a precaution when no injury is apparent.

If the accident occurred at a hospital, the report only needs to be made if the injury is a 'specified injury' been able to carry out all of their duties if they had been at work.

Reports must be made of an over-seven-day injury within 15 days of the accident. However, where the incapacitation does not immediately follow the day of the accident, e.g. because the condition does not become apparent until sometime after the accident, the report should be made as soon as the injury or condition has incapacitated the worker for more than seven consecutive days.

- 10.10 All reportable accidents and dangerous occurrences under RIDDOR must also be brought to the attention of the relevant **Reconomy** representative as soon as is practicable.
- 10.11 All accidents, RIDDOR reportable or otherwise, must be recorded in the site accident book or if applicable, the electronic accident reporting system.

In addition, **Reconomy** ask all contractors and suppliers to immediately notify, **in written form**, the relevant **Reconomy** representative of any near - misses which occur.

- 10.12 **Reconomy** additionally collates accident statistics for the benefit of their clients and therefore Contractors and Suppliers undertaking work for **Reconomy** will be required to submit on a quarterly basis (a return) which details their accident and near misses record.

11. Environment

The Contractor or Supplier must be aware of his duties and liabilities in respect of the Environmental Protection (Processes and Substances) Regulations. In particular, the disposal of equipment with CFC gases and fluorescent tubes must be compliant with Waste Regulations. Every effort should be made to minimise waste and to recycle it where practicable. Waste Transfer Notes, as specified by Regulation, for waste removed from site must be obtained and made available for inspection. (See also section 21.13 Waste).

12. Asbestos (*Important see also 20.1*)

- 12.1 All contractors must examine and sign the Site Asbestos Register Contractors' log, prior to works commencing, to ensure they are able to identify the work areas containing asbestos and take necessary precautions to ensure asbestos materials will not be disturbed during the work.
- 12.2 All contractors' working in areas that are identified as containing or likely to contain asbestos, must have received asbestos awareness training, where asbestos is likely to be found and its various applications, and will bring this certification to site.
- 12.3 If the presence of asbestos is suspected, the relevant **Reconomy** representative or, equivalent person representing their client, must be informed without delay. If the suspected asbestos is going to be affected by the work, all work in the vicinity must cease immediately.
- 12.4 Asbestos removal shall only be undertaken by a HSE licensed contractor and following consultation with the **Compliance Manager of Reconomy**.
- 12.5 Further information will be contained in the Asbestos Policy and the Asbestos Registers held at each applicable site.
- 12.6 In the event of accidental fibre release, the contractor must, cordon off the affected areas and immediately evacuate all persons. In addition, any ventilation and air conditioning systems should be shut down to minimise the spread of fibres and any workers or equipment that have been contaminated should be isolated until decontaminated by suitable means.
In the case of such an incident the Reconomy Compliance Manager must be immediately informed for further advice.

13. Cleanliness & Housekeeping

- 13.1 As practicable and at all times Contractors are expected to keep their areas of work clean and tidy.
- 13.2 Scrap, trash and other waste, including hazardous waste, must be placed in suitable and appropriate containers, and if applicable, contractors must adhere to the Site Waste Management Plan held on site.
- 13.3 Tools and work areas must be cleaned, as work progresses and any walkways and emergency evacuation routes must be kept clear and free of obstruction.
- 13.4 Materials, tools and equipment shall either be, tied, or stacked, chocked or stored in an appropriate manner, to prevent rolling or falling etc. and causing injury. All hazardous substances must be stored in a safe and appropriate manner.
- 13.5 Clear access to work areas must be maintained at all times.

14. Confined Spaces

- 14.1 Any contractor proposing to work in a confined space must inform the relevant **Reconomy** representative, or person of equivalent authority for their client, and agree with them a method statement/risk assessment as to how the Health and Safety precautions will operate prior to work commencing.
- 14.2 A 'Permit to Work System' shall be agreed and issued (see example **Appendix 1**), as required, by the relevant **Reconomy** representative (or the relevant representative responsible for the **Reconomy** Client's Site), for all confined space work, as defined in the Confined Spaces Regulations 1997.
- 14.3 Contractors must ensure that appropriate emergency procedures are in place for the immediate rescue of persons working in confined spaces, and that suitable training is held for those working in such an environment.

15. Demolition

- 15.1 Contractors should note that all demolition works will require planning and control to meet the requirements of the Construction (Design & Management) Regulations 2015, although **there is no longer a requirement to notify the HSE, unless it will take more than 30 days, or 500 person hours.**
- 15.2 Prior to any demolition work the relevant **Reconomy** representative (or relevant authorised person representing a **Reconomy** client) must be informed.
- 15.3 Adequate steps must be taken to plan the demolition or dismantling work to ensure the safety of all persons who may be potentially affected, and a fully detailed method statement will be required.

- 15.4 Particular care and attention must be given to the prevention of contact with, or damage to, underground or overhead services.
- 15.5 Suitable precautions shall be taken by the contractor to prevent the accidental collapse of the structure(s) to be demolished or adjoining structures / buildings.
- 15.6 The contractor must prevent unauthorised access to the site, by the erection of appropriate barriers / fencing and display of the appropriate signage and these requirements must be maintained at all times.
- 15.7 No demolition will be undertaken unless a suitable and sufficient asbestos survey is held for the area of demolition.

16. Electricity

- 16.1 Contractors performing electrical work must be registered with the N.I.C.E.I.C. or equivalent.
- 16.2 All contractors must be competent to perform any electrical work that they undertake.
- 16.3 Standards of work must be in accordance with the latest edition of the IEE Regulations and comply with the requirements of the Electricity at Work Regulations 1989. This also applies to any temporary installations.
- 16.4 All electrically powered hand tools will be 110v or battery powered, and will be regularly maintained to ensure their safe operation. This will include the requirement for such equipment to carry an “in date” and “un expired” PAT test and the equipment will be signified accordingly.
- 16.5 Where flexible cables and extension leads are used they will be of an appropriate length and load capacity and they must be regularly checked for any signs of damage or deterioration.
- 16.6 Cables and leads must be routed safely for them not to pose a “trip hazard”.

17. Excavations

- 17.1 All excavation works shall be undertaken in a safe manner and in accordance with the relevant legislation and HSE Guidance.
- 17.2 Before starting any work which may involve excavation(s), a site survey must be carried out to identify the presence of any underground services. Where such are identified their location will be clearly marked.
- 17.3 CAT scanning must be carried out prior to any excavation, digging or any activity where the ground will be penetrated, irrespective of any previous surveys being held.
- 17.4 Hand tools will be used for excavation within 0.5 mtrs of known underground services and for avoidance of doubt, any underground services include electricity, gas, water, telecommunication cables & drains etc. and (if doubt exists, contractors must not commence such work).

- 17.5 To prevent persons, plant or materials, from falling into excavations, shafts or pits, suitable fencing, barriers and / or vehicle stop blocks must be put in place and be maintained at all times.
- 17.6 Suitable barriers and shoring will be put in place to a standard, so directed by a **competent person**, with the relevant level of competency, to provide such direction.
- 17.7 Areas surrounding excavations must be kept clear of all debris and other waste materials.
- 17.8 Contractors shall ensure that excavations are inspected by a **Competent person and signed off by that person, to the effect that work is safe to commence**, prior to the start of each work period.
- 17.9 Loose materials must not be allowed to obstruct, emergency exits, roadways, paths, gangways or public open spaces.
- 17.10 During the hours of darkness, all excavations must be suitably illuminated by sufficient numbers of warning lamps and the lamps must be maintained in working order and checked no less than on a daily basis.

18. Overhead Services

18.1 General Information

When overhead services are present on site, the Contractor will contact the service provider (utility company) to establish safe working distances. Suitable and adequate barriers and warning signs to include, goalposts, display of signs etc. may need to be provided and such requirements discussed with the service provider. Particular care must be taken where cranes and lorry loaders are in use. Lorry loader stabiliser legs must be soundly located and fully extended before loading and unloading

19. Fire Precautions and Any Other Emergency Evacuation Procedures

19.1 Fire Precautions

19.1.1 For new builds and refits etc. under health and safety legislation, the Contractor or Supplier carries responsibility for the safety of the Occupiers and must protect them from hazards associated with the works. Strict controls and management need to be in place particularly if the Occupiers are family with children.

Occupants will be informed of any temporary arrangements while part of the smoke/heat detection system has to be temporarily disconnected,

The Contractor or Supplier will make contact with any Occupants before any work commences to plan the emergency fire procedures and/or additional fire safety measures that need to be put into place. These discussions may need to involve the local fire authority.

When part of the clients smoke / heat detection system has been temporarily disconnected or when burning or welding operations take place, a hot work permit system (see example **Appendix 1**) will be instigated for such work.

- 19.1.2 All Contractors and Suppliers, and their employees, will ensure that they familiarise themselves with fire procedures relevant to the site and areas where they are working.
- 19.1.3 The Contractor or Supplier will be responsible for assessing the degree of fire risk and (if required) for formulating and regularly updating his Fire Plan.
- 19.1.4 The Contractor or Supplier will examine any existing Fire Procedure for the site or premises and will determine whether the existing procedure is adequate considering the nature of their works, the personnel on site and the materials their employees bring on to the site. Other occupants of the premises and, where applicable, local residents etc. should be notified of fire procedures during any construction work.
- 19.1.5 If, in the event that an existing procedure is inadequate, the Contractor or Supplier will establish his own additional arrangements which are to be agreed with the authorised representative of Reconomy or that of their client.
- 19.1.6 The Contractor or Supplier is required to examine the existing provision of fire extinguishers and assess the need for additional temporary equipment. They will ensure that all temporary fire extinguishers e.g. for hot work, are in place in the work areas and in temporary accommodation facilities.
- 19.1.7 Each Contractor or Supplier is responsible for ensuring that they do not create and do not allow any fire hazard in areas in which they are working.
- 19.1.8 They must ensure that no fire or explosive danger exists in the area where they have been working before they vacate the site.
- 19.1.9 All fires, however small, must be reported by the Contractor or Supplier to the authorised Reconomy representative (or person in control of their client's site or premises).
- 19.1.10 Fire fighting equipment installed by Reconomy or their clients is available for use by the Contractors or Suppliers personnel should a fire occur, but the use of it must be reported to the person in control of **Reconomy's** premises/site (or that of their client). **SUCH EQUIPMENT SHOULD NOT BE USED FOR ANY OTHER PURPOSE** and the Contractor or Supplier must ensure that their employees are appropriately trained in the use of such equipment.
- 19.1.11 If any work necessitates the removal of fire fighting equipment the authorised representative of Reconomy (or their client) must immediately be advised.

19.2 Fire Escapes and Emergency Routes

All escape routes and exits, which are to be used in the event of fire, or other emergency evacuation must be kept clear and free from obstructions at all times and lighting maintained (both standard and secondary). Additionally, they must be unlocked whilst any premises are occupied.

The above requirement applies to both internal approaches to fire escapes and outside areas including the clear route to any assembly point.

19.3 Fire Alarms

The Contractor or Supplier must ensure that existing fire alarm systems are maintained in working order at all times during the course of the work, unless the work is on the alarm itself, when suitable interim arrangements must be put in place with the agreement of the authorised representative of **Reconomy** (or equivalent person representing their client).

19.4 Fire Rules

19.4.1 The Contractor or Supplier, his employees and subcontractors must make themselves fully aware of the evacuation procedure and fire rules for the particular place of work.

19.4.2 The Contractor must ensure that all of their employees: -

- Know how to raise the alarm
- Know the escape route to the assembly point
- Know the locations of the correct type of extinguisher to use and how to operate it

20. Occupied Properties

In certain circumstances Reconomy may be undertaking work for clients where the clients building or property may be occupied and in such circumstances the following will apply: -

20.1 Important General Information

Before commencing any work, servicing, maintenance etc. the Contractor or Supplier must first report to the person who has responsibility for the site or premises, or (his deputy, security office or reception) and sign the visitors/contractors signing in book. All Contractor and sub contractor employees must sign the site asbestos acknowledgement sheet and review the asbestos registers before commencing work.

IMPORTANT – Contractors’ Asbestos Acknowledgment Sheet

I confirm that I have read the attached Asbestos Register Report for this building and will not work on or disturb Asbestos Containing Material (ACM) or presumed ACM. **If it is believed that the work will damage ACMs work must stop.** In the event that the proposed works would involve disturbing ACM, it is mandatory that the Reconomy compliance department be informed stating, where the order originated and they will make arrangements for the appropriate action to be taken. In such circumstances the Reconomy contact number is, **01952-292000 and ask for compliance.**

I will ensure that I report to the Site Manager or his/her deputy and brief and liaise with him/her about the work I am doing, particularly anything hazardous. Reconomy and their clients authorised representative reserve the right to conduct random security checks on all colleagues, contractors and visitors to both their and client sites.

Date	Company	Location & Brief Description of Work & Comments	Asbestos Documents Read (tick)	Operatives Name	Operatives Signature (Confirmation that the asbestos register for the premises has been reviewed prior to any work)

Any prohibitions and or restrictions will be made clear by the Site Manager or their nominated deputy and as a general rule Contractors or Suppliers representatives will not be allowed to enter areas of the clients’ premises in which they have no business. Toilet facilities will normally be available to contractors and suppliers subject to them being maintained in a, good and clean condition.

The nature and scope of the works are to be agreed with the Site Manager or his nominated deputy. The Contractor or Supplier must advise the Site Manager or his nominated deputy of the scope of work to be undertaken, **how they (the works) may affect the trading of the clients premises and of any potential risks to employees, customers or other users of the premises; and what action will be taken to minimise those risks, such as barriers, preventing access to work areas, signs, safe systems of work, isolation of services etc.**

The Contractor or Supplier must ascertain from the Site Manager or his nominated deputy any known risks or hazards, which are not immediately apparent and must take suitable action to control these. In the event of a Site Manager refusing access to the Contractor or Supplier, both parties should contact **Reconomy** prior to the Contractor or Supplier leaving the site to clarify the situation.

20.2 Sprinkler Systems

No work is to be undertaken on any client sprinkler systems until written permission has been obtained from Reconomy (or the authorised person representing their client). This is to ensure that any insurance cover is not invalidated if the works renders such installations inoperative. **A permit to work (see example Appendix 1) must be obtained that clearly authorises such works to proceed.**

20.3 Safe Place of Work

Where a Reconomy clients building is occupied / trading the Contractor or Supplier will take all necessary precautions to protect occupants and visitors to the building and in particular establish clearly defined no entry and safe working areas.

There may be a number of parts of the premises which will remain occupied by the client's employees or other third parties whilst the works are being undertaken. These persons will be instructed not to enter the work area. However, their presence in other parts of the premises will be considered as part of the health and management of the site and as such the Contractor or Supplier will ensure and where deemed necessary, that:-

- The work area is clearly defined and protected with suitable barriers, namely a frame etc., with appropriate warning messages - black letters on yellow background and no entry message - white letters on red background and they will conform with Health & Safety (Safety Signs and Signals) Regs. 1996
- Any changes in the means of access must be explained to the employees or any third parties
- Nuisance from dust and noise is kept to a minimum
- Proposed work activities are explained to them on a daily basis
- A safety check is implemented at the end of each working day to ensure that all machinery is made safe, all materials safely stored, premises secure at the end of the day and the status of the premises confirmed to the Occupiers
- No work which places the Occupiers at significant risk will take place. This may include major demolition or the use of chemical substances etc. and in such circumstances Reconomy and their clients authorised representative must be informed if such activities are proposed to ensure the Occupiers are vacated from site
- On completion, the work area must be left clean, tidy and clear of any potential hazards; particularly where **Reconomy's** client's trading is to continue from that area

20.4 Passenger and Goods Lift

Where a client's lift within the client's premises is made available for use during the works, the Contractor or Supplier is responsible for its safe use and obtaining a "thorough examination certificate" before use. The lift should additionally be suitably protected from damage.

20.5 Cables

When existing installed cabling is exposed, the cables will not be allowed to trail the ground and present a tripping hazard. They will be suspended at a safe height and suitably tied. The electrical Contractor will certify that such an arrangement is safe. All such electricity cables must be assumed to be "live".

20.6 Services

The Contractor or Supplier will ensure that all current services to the occupied areas are inspected before work commences. Arrangements will be made to ensure services are not affected by the work and the power supply is adequate to cope with both the needs of the work activity and the occupants. Work may require breaching of fire stopping in services, recesses, ducts and voids where fire could spread rapidly. Care will be taken that occupants are not put at risk during such work. Water systems should be flushed with written confirmation of changes and flushing provided where adaptations and repairs have been made, along with any updates to water hygiene assessments where they exist.

20.7 Dust and Fumes

- 20.7.1 The Contractor or Supplier must make provision for, and ensure, that where there is the probability of dust being created that it is kept to a minimum and where practicable any emissions of dust are adequately contained.
- 20.7.2 The Contractor or Supplier will ensure that existing vent ductwork does not re-circulate dust / fumes into occupied areas.

21. Site Management

21.1 Site Management and Control

The Contractor or Supplier is required under various Acts and Regulations in force to manage and control all matters of Health and Safety on site. The Contractor or Supplier will dismiss from the site any operative not meeting Health and Safety standards. **Reconomy** operate a yellow card / red card warning system where appropriate and this is clearly identified (**see section 27 - Health and Safety Monitoring**).

21.2 No Smoking

- 21.2.1 Where smoking prohibitions are in force these must be observed at all times.
- 21.2.2 All internal sites/ buildings are No Smoking as per Smoke free Regulations.

21.3 Assessments/Method Statements

The Contractor or Supplier is required to ensure that all relevant risk assessments (see example **Appendix 3**) are completed and that the findings together with relevant details from method statements are communicated to all personnel, including the relevant **Reconomy** authorised representative and equivalent person representing their client, likely to be affected by the works to which the risk assessments refer, before the works commence. The Method Statement(s) must include the activity, sequence of operation, the hazards involved in detail and the necessary control methods (see example **Appendix 3**).

21.4. Protection of Public

Where nearby buildings are occupied or pedestrians pass the premises, the Contractor must make suitable provision for, and ensure that throughout the work, the occupants/ pedestrians are suitably protected. This may be by use of dustsheets, physical barriers, netting or other means.

21.5. Site Meetings

For CDM 2015 regulated and other developments deemed necessary, site meetings will take place. Discussions will include changes to the programme, performance, progress updates, sub-contractor issues, accidents and safety issues. Health and Safety must be a standing agenda item. A record of the minutes will be kept and circulated to all parties, including copies to

Reconomy's Compliance Department

21.6 Fencing

Where fencing is required it will not be less than 2m high. It will be either close-boarded or covered with mesh not exceeding 30mm in size to prevent it being easily climbed. It will be properly maintained with all support posts securely anchored and fully clamped.

Openings for access will be fitted with gates, which will be kept locked at all times when a site is unoccupied. Supervision will be maintained when any gate is open.

Materials must not be placed or stacked in the vicinity of the fence in such a way as to provide easily climbed access over the fence, and suitable safety warning notices will be fixed to the fence.

21.7 Hoarding

Where timber hoardings are required they will be constructed using not less than 100 x 50 mm stud with 18 mm G1X ply panelling, incorporating a pedestrian spring loaded access door fitted with a Yale type lock, which will allow easy exit but prevent unauthorised entry. The Contractor or Supplier will satisfy themselves that the hoarding is appropriate to the site conditions, be strong, safe enough to stop unauthorised access and suitably fixed.

21.8 Signs

Sufficient temporary site signage will be displayed throughout the site including "Warning construction site", "Hard hat site" (as appropriate), "No unauthorised access", "Safety footwear must be worn", "Parents must warn children that this is an unsafe area".

21.9 IMPORTANT: Personal Protective Equipment

21.9.1 Every Contractor or Supplier will provide each of their operatives with Personal Protective Equipment (PPE).

21.9.2 **Reconomy** and their clients require the **mandatory wearing of PPE**, including but not limited to, safety helmets (**which are in date**), safety footwear, hearing protection and high visibility jackets or tabards etc. and all such PPE should be fit for purpose and carry the appropriate CE mark defining the standard and reflect the risks that are specific to the site where the work or service is being undertaken.

21.9.3 Other items of PPE as appropriate to the work undertaken and as outlined in the relevant risk assessment and method statement may be required.

21.9.4 The Contractor or Supplier will ensure that all operatives have available and wear/use when appropriate all items of PPE. (**They must not be left on the vehicle or worn only when inspections take place**)

21.9.5 The Contractor or Supplier (when required) will provide adequate quantities of items of relevant personal protective equipment and clothing for the use of visitors to each project, or work activity. The Contractor or Supplier will deny access to visitors (irrespective of who they are or who they represent) unless they are suitably dressed and/or equipped with PPE.

21.9.6 **Reconomy** and their client(s) reserve the right to insist on the removal from site of any individual not complying with site rules regarding the mandatory wearing of PPE.

Such removal from site will have an effect upon the contractors or suppliers scorecard rating with Reconomy (see section 27 Health and Safety Monitoring).

21.10 Vehicle Parking

Contractors/suppliers and contractors'/suppliers employees' vehicles may only be parked in agreed designated areas (and these areas will normally be designated prior to the works commencing and where applicable consideration must be given to adjoining third party accesses etc).

21.11 Storage

When applicable a storage area for materials will be established by the Contractor or Supplier and agreed with the person in control of the premises or site. Storage of all materials will be confined to this area and maintained in a safe and tidy manner. (Fire exits must be kept clear at all times).

21.12 Hazardous Substances

- Every effort must be made to avoid the use of hazardous substances by substitution with those that are less hazardous. All chemicals and substances (whether solids, liquid or gases) and pollutants which may arise from the work activity must at all times, be suitably and adequately controlled and measures taken will be appropriate to ensure personal health and safety/fire safety and such measures will include;
- Strict adherence to manufacturers' data sheets and the requirement for hazardous substance(s) assessment(s)
- And COSHH assessments must be held for any relevant substance used on site or within premises, and where necessary, such information must be communicated to any other parties who may be impacted upon by the use of such substances

21.13 Waste

21.13.1 If appropriate, the Contractor or Supplier will establish an area dedicated for waste/ recycling/ rubbish transfer/ control and ensure that all personnel connected with the work activities use this area for general site rubbish, which will assist in keeping the site safe and reduce the risk of fire. At the end of the working day, the entire site will be left in a clean and orderly state.

21.13.2 All waste must be disposed of in a controlled manner and in accordance with the Environmental Protection Act 1990, Hazardous Waste (England and Wales) Regulations 2005, List of Wastes (England) Regulations 2005 and any other relevant legislation.

21.13.3 No waste or rubbish shall be permitted to be burnt or buried on site.

21.14 Collection Vehicles, Their Operatives and Containers

21.14.1 Vehicle operatives must be fully aware of any height restrictions or low obstructions prior to and whilst on the client site and they must not rely on height restriction notices. **(If in doubt stop and check)**

Collection vehicles must be maintained in accordance with current legislation and be kept clean and tidy prior to entering any client site.

All audible alarms and warning indicators associated with the collection vehicle must be in good working order and fully functioning prior to entry to and egress from the client site.

The operative(s) must ensure that the ground conditions are suitable and safe prior to vehicle movement on the client site and that the ground conditions are such that safe execution of lifting or movement of containers can take place.

The operative(s) must satisfy themselves that any container, **in particular the weight of the container, plus its contents**, is safe to lift, in order to ensure that the lifting process is both safe, and within the safe operational working tolerances and capabilities of the operative's vehicle lifting equipment and the operative's vehicle. This is in order to ensure a safe lifting process and to avoid damage occurring to the operatives, vehicle lifting equipment, or vehicle, by the operative(s) attempting to lift a container, which in terms of weight, is outside of the safe operational working tolerances and capabilities of the operative's vehicle lifting equipment or vehicle.

21.14.2 **IMPORTANT** - Operatives or any other persons must not climb on to or enter containers and container locking mechanisms and lifting lugs must be maintained at all times and be safe and fit for purpose. Any damage, which may result in a container becoming unsafe, must be immediately reported and the container taken out of operation or replaced.

21.14.3 Prior to the engagement of mechanical lifting equipment the operative must ensure that the area surrounding their collection vehicle is completely clear of site personnel and any other third parties.

21.14.4 If access to the container (s) is restricted or congested the operative must seek the assistance of a banks man to supervise any reversing movements or movements in a restricted area.

21.14.5 All chains/lifting arms are to be correctly positioned and correctly secured prior to the lifting of any container.

- 21.14.6 Any overhanging or precariously balanced material must be removed or safely secured prior to the container being lifted. If in doubt the operative must draw the attention to incorrectly loaded containers to the attention of the person in control of the Reconomy clients site, so that appropriate action can be taken to remove any offending material.
- 21.14.7 Prior to any open container(s) being transferred from site they must be checked by the operative and appropriately sheeted and secured to ensure that the content(s) are safely contained and that they are free of trailing materials.
- 21.14.8 Operatives must observe Reconomy's policy for the **mandatory wearing of PPE (see Section 21.9)** on their and their client's sites.

21.15. Noise

The Contractor or Supplier will continually assess the level of noise that their activities are creating and, when appropriate, implement noise measures that keep levels as low as possible, not only for workers on site or within the premises, but for any third parties that may be effected, especially the public close to site. Loud radios must not be played and not be used at any time when Reconomy or their client's premises are occupied

- Where ear protection zones have been identified either, on Reconomy's premises, (or on their clients sites) all contractors will comply with the requirements to wear hearing protection.
- Where contractors' work introduces a noise hazard that may equal or exceed the lower exposure action value, then the Contractor must carry out a full assessment as required by the Noise at Work Regulations 2005 prior to any such work commencing.
- The relevant **Reconomy** representative (or equivalent person representing a **Reconomy** client) should be made aware of any noise risks posed by such working activities, in order that consideration can be made for any of their, employees, other contractors, visitors and/or the general public, to be safeguarded against such risk.

21.16. Behaviour and Misconduct

- 21.16.1 All operatives will be expected to refrain from use of bad language and playing of loud music. Any interface with clients, customers, management and colleagues must be polite and cooperative and violent or abusive behaviour on the part of a contractor's or supplier's employee will result in immediate dismissal from the site (**see Section 27 - Health and Safety Monitoring**). Any such disputes must be referred immediately to the authorised representative of Reconomy and their client's site management.

21.16.2 All Contractors and Suppliers employees must be made aware that Reconomy and their clients operate a zero tolerance approach to the use of illicit substances or alcohol and if a Contractor or Suppliers employee(s) is suspected that they may be under the influence of either, they will be immediately removed from site and follow up action will be undertaken with the Contractor or Supplier concerned and this may, after investigation, affect their supplier status with **Reconomy (see Section 27- Health and Safety Monitoring)**.

21.18 Audit

The Contractor's or Suppliers Site Manager(s) and Site Supervisor(s) should undertake regular checks to ensure the required safe working procedures are being followed and when appropriate a daily Health and Safety Checklist (see example **Appendix 4**), should be completed). The Contractor or Supplier should be aware that a member of **Reconomy's** or their clients Health and Safety audit team may spot check to ensure that such procedures and documentation are being observed.

21.19 Hot Works

21.19.1 All 'hot work' must be notified to the relevant authorised representative of Reconomy (or equivalent person representing their client) before such activities take place and authorisation obtained, in the form of a **permit to work**, to carry out such work (see **Appendix 1**)

21.19.2 No hot working is permitted **after 60 minutes before close of work**

21.19.3 When carrying out any 'hot work' the Contractor or Supplier is responsible for ensuring that: -

- Loose combustible materials are cleared
- Non-moveable combustibles are covered
- A suitable extinguisher is at hand
- Gas cylinders are in a vertical position on a trolley and fitted with a regulator and flashback arrestor
- Other personnel who may be affected by the work are removed from the area

21.20. First - Aid

21.20.1 Other than where it is acknowledged by **Reconomy** in writing not to be a requirement, all contractors will be responsible for providing their own first-aid equipment and facilities for use by their employees and they must be of a standard to accord with the requirements of the Health & Safety (First Aid) Regulations 1981.

21.20.2 It should be noted that **Reconomy** will only recognise first aid certification from training providers who are an HSE approved first aid training organisation.

- 21.20.3 First aid provision will be dependent on the size and scope of the work, and the associated risks in relation to the activities to be undertaken.
- 21.21. Gas
- 21.21.1 No contractor shall perform gas works or work on gas installations, fittings or storage vessels, unless they are a member of a class of persons approved by the Health & Safety Executive, most notably GASsafe.
- 21.21.2 The level of Competence for all gas works shall be in accordance with the HSE ACOP 'Standards of Training in Safe Gas Installation'.
- 21.21.3 The qualification held must match the activity undertaken; for example, only commercially trained gas engineers are to work on commercial boiler systems.
- 21.22. Highly Flammable Liquids & Liquefied Petroleum Gas
- 21.22.1. Work with highly flammable liquids and liquefied petroleum gas (LPG), must only be undertaken by suitably trained and competent persons.
- 21.22.2. The necessary safety arrangements for work involving the use of LPG will be agreed with the appropriate and relevant **Reconomy** representative (or equivalent person in the case of a **Reconomy** client(s)), prior to any work commencing.
- 21.22.3 Highly flammable liquids and LPG cylinders must always be handled with care and must not be misused or abused.
- 21.22.4 Oxygen and LPG cylinders must be stored separately and care taken to ensure that LPG cylinders are not used or stored in a horizontal position.
- On all occasions cylinders will be chained in place and be contained upon an appropriate trolley and where LPG is to be stored on site a suitable external storage cage must be provided by the Contractor.
- 21.22.5 Signs will be clearly displayed, indicating the presence of LPG, and prohibiting smoking and the use of any naked flame in the area of the premises/ store.
- 21.22.6 LPG cylinders must be stored with their valves uppermost, and not mixed with any oxygen, highly flammable liquids, oxidisers, toxic or corrosive gases or substances. A distance of at least 3 metres must be kept between LPG cylinders and other such substances, although they may be kept in the same compound.
- 21.22.7 All gas cylinders, when not in use, must be correctly shut off and securely stored out of doors as detailed above and flexible hoses must be regularly checked for signs of damage and wear.
- 21.22.8 LPG cylinders are not be used below ground level, as any leakage of gas will collect at the lowest point.

21.23 Non-refillable Cylinders

Non-refillable LPG cylinders for use with small portable equipment such as blowlamps may be stored in a lockable metal container. Care should be taken when changing cylinders to ensure that connections are correctly made and that there are no leaks. Always dispose of empty containers safely. Do not under any circumstances puncture or throw one onto a fire.

21.24 Protection against fall

For this and the following sections reference should be made to the Working Safely at Heights Regulations 2005 and the respective HSE guidance.

Where a contractor engages in any work that places persons or materials where they may be liable to fall a distance likely to cause injury, or where work is over water, liquid or dangerous materials, the contractor must ensure that edge protection consisting of the following is provided:

- **A guardrail** at a height of not less than 950 mm (unless installed under earlier legislation)
- **An intermediate guardrail.**
- **Space between the toe-board and guardrail** or between any two guardrails must not exceed 470 mm.
- **A toe-board** that is at least suitable and sufficient.

Suitable and sufficient fall protection must be provided regardless of any height a person or materials could fall. Contractors must ensure that all holes in floors, etc. are similarly guarded or securely covered.

Site personnel must inform the Site Manager/Supervisor or their employer immediately if they see any work area where a fall is possible and suitable edge protection has not been provided.

21.25. Hoisting of Materials

When working at heights it is likely that, various lifting appliances and lifting gear will be required. These may include block and tackle, winches, wire ropes, chains, slings etc. Contractors using any such equipment must be suitably trained in their use. Each contractor must make an assessment of the suitability of such lifting equipment to the work being carried out. Statutory examination information for this equipment must be available for inspection.

21.26. Lifting Appliances

Contractors must ensure that suitable guardrails and toe-boards are placed at any open edge where a small lifting appliance, such as a gin wheel or scaffold crane is mounted, to protect those using the appliance. Ideally this protection should be kept in place when materials are being raised or lowered. If it has to be removed for any reason, any person needing to approach the edge (e.g. for signalling, or to assist in moving the load) should wear a safety harness or belt attached to a suitable anchorage.

21.27. Safety Nets, Belts and Harnesses

Safety nets, belts and harnesses must be used where it is impracticable to provide standard working platforms with guardrails and toe-boards. Even when safety nets are installed, the contractor must make every effort to ensure a working platform is provided above the net. In situations where pedestrians and traffic pass beneath people working, a safety net used in combination with fine mesh debris net will protect those below from falling tools and materials and hold a person if they should fall. Where safety nets cannot be erected, safety belts or harnesses can be used instead, provided that the equipment is always worn and a safe anchorage is available. Safety nets can be removed for access of persons and movement of materials, but must be replaced as soon as practicable.

21.28. Working on Roofs

A **permit to work** will be required for roof works. All contractors that are required to work on roofs or gain access to a work area via a roof must ensure that safe access to the roof and over the roof has been provided and that it is maintained. If there is no parapet or similar barrier to stop anyone from falling, edge protection must be provided. This may take the form of standard guardrails and toe-boards or, providing nobody will approach the edge, a barrier set back from the edge will be satisfactory. Where work on the leading edge is actually in progress, guardrails may be removed or left off, subject to: -

- A safe system of working (which will prevent falls), being in place and maintained and barriers being erected or re-erected as soon as the work ceases
- Where skylights are present on a roof, the Contractor will ensure that double guardrails or protection covers are provided to all skylights in the work area. Additionally, provision will be made to prevent access to skylights out of the work area
- The Contractor should be aware of prevailing weather conditions and assess the suitability of the weather for safe working at height. In adverse weather conditions, all loose materials must be immediately removed off all roof areas and other similar exposed work areas and work suspended

21.29. Working on or near Fragile Roofing Materials

Fragile roofing materials include asbestos, glass, plastic, cement sheets and other similar brittle surfaces. Surface coatings or dirt may conceal the fragile nature of any roof covering, thereby giving a false appearance of solidity to glass, plastic, asbestos, etc. When working on, or passing across, fragile roofing materials, crawling boards must be used so that the person's weight is on the board and never on the fragile roof sheeting. At least two crawling boards should be used, one to support the person, whilst the other is moved to a new position. Asbestos and various plastic materials are particularly brittle and will shatter without warning. The practice of walking the line of the bolts **is not to be relied upon** as a sound path to follow. Where walkways are not provided, a system of assuring protection, for the Contractors employees and others that undertake the work must be developed. Work involving the handling of sheeting and cladding requires extra care in windy conditions and when a sheet may act like a 'sail' causing the person holding it to lose their balance.

21.30. Stacking Materials on Roofs

Care must be taken at all times when stacking material on or at roof level.

Attention should be given to the following:

- The size of the load involved
- The type of materials involved
- The methods of raising the load, whether manually or mechanically.
- The means of communication (signals) and the competence of the slinger or signaller
- The position authorised for the stacking of materials
- The distribution of the loads (loading plan)
- The maximum load or stack size
- Any limitations
- The protection of the existing roof surface and any weatherproofing

21.31. Working Over Water

Where there is a risk of persons falling from a structure into water, a secure form of fencing or barrier must be provided. This can be removed for access and movement of materials, but must be replaced as soon as possible. Other points to be considered by the Contractor are: -

- Safety nets, if used, must be properly erected
- Warning notices must be placed near to all edges
- Adequate lighting must be provided as necessary
- Special care must be taken in inclement weather such as fog, frost, snow and rain, etc.
- Buoyancy aids must be provided as necessary and worn by all operatives involved in working over water
- Suitable rescue equipment must be provided and maintained
- Frequent checks must be carried out to ensure that the correct number of personnel can be accounted for
- All persons are to work in pairs, or in larger groups as necessary
- All persons must be trained in the procedures for raising alarms and in rescue drills

21.32. Lifting Operations

21.32.1 All lifting operations must be performed strictly in accordance with the provisions of the **Lifting Operations & Lifting Equipment Regulations 1998**.

21.32.2 Contractors shall produce, if requested, the appropriate statutory inspection reports/certificates for lifting machinery and all accessories (slings, chains, strops, shackles etc).

- 21.32.2 Cranes or lifting machinery will only be operated by a **Competent person(s)**, and such person(s) will have received appropriate and Documented training and certification, in respect of their competency to operate such plant and equipment. Evidence of such training and certification will be required prior to the commencement of any such work.
- 21.32.4 Detailed information regarding how lifting operations are to be undertaken must be available and agreed before work commences.
- 21.32.5 The ground on which the crane or lifting machine is to be located must be assessed to ensure it is stable and suitable to withstand the weight imposed.
- 21.32.6 Contractors must ensure that no part of the crane or lifting plant should be liable to, impinge upon, or come into contact with, overhead gantries, cables, pipelines, electrical conductors or similar hazards. All such lifting operations must be planned, so as not to introduce risk and hazard, to any structure or person, which the load or lifting equipment may pass over, or be close to, during the lifting operation.
- 21.32.7 All chains, ropes or cables used for lifting operations shall be of adequate strength and properly maintained.
- 21.32.8 During lifting operations satisfactory precautions, including the erection of barriers and appropriate signage must be provided, to ensure that unauthorised persons are prohibited from entering the work area and these precautions must be maintained at all times throughout the duration of the work.

21.33 Manual Handling

- 21.33.1 Contractors should carry out manual handling assessments for the activities they undertake, and implement suitable controls to reduce the risk of manual handling injuries.
- 21.33.2 Mechanical means of assistance should be utilised wherever reasonably practicable.

21.34. Permits to Work

- 21.34.1 Permits to Work (PTW) are formal procedures put in place to ensure the safety of personnel performing hazardous operations or activities.
- 21.34.2 Where a requirement for a PTW has been identified for specific areas or operations, contractors or suppliers shall ensure that they obtain the relevant PTW and comply with its conditions for the time period it is in force.
- 21.34.3 The Permit to Work must be signed off and authorised by a competent and authorised representative of **Reconomy** (or equivalent person representing their client).

21.35. Site Security

- 21.35.1 All visitors to **Reconomy**'s premises, or to sites operated by their client(s), including deliveries, must report to reception or to the client's site reception office. Clear instructions relating to the same will be displayed and **must** be observed.
- 21.35.2 When specified for the Contractor to do so, suitable and secure fencing and barriers shall be erected and maintained and adequate warning signage displayed to deter intruders from accessing any **Reconomy** site or site operated by their client(s).
- 21.35.3 Repairs to damaged fencing, barriers and signage must be carried out as soon as they are identified.
- 21.35.4 Where it is specified the Contractor or Supplier, (particularly in the case of construction sites), shall check at the end of each working day and take reasonable steps to ensure the site is safe and secured against unauthorised access.

22. Sub - Contractors

- 22.1 **MANDATORY:** Contractors or Suppliers undertaking work or services on behalf of Reconomy **shall not appoint any sub-contractors, without the prior written agreement of Reconomy's authorised representative.**
- 22.2 The Contractor or Supplier (subject to 22.1) must ensure that any sub-contractor appointed, is made aware of the contents of this COP and complies fully with its requirements and proof of acknowledgment of the same **by the sub-contractor** will be required in such circumstances.

23. Training

- 23.1 Contractors and suppliers must ensure that: -
- All their employees are competent to perform the work or service that they have been contracted to undertake
 - All their employees have the appropriate licences and certificates confirming the suitability to drive the vehicle or plant or operate the equipment
 - Their employees have been trained and instructed to use the equipment they operate in a safe and competent manner
 - Their employees understand the safety procedures, which are relevant to their work
 - The work is undertaken in accordance with the site and their employer's safety rules
 - The work is carried out on all occasions in a safe manner
 - Their employees have been trained in accordance with any relevant legislative requirements in relation to the work or service to be performed
- 23.2 Contractors or Suppliers will be required to provide the necessary certification that confirms that the necessary and appropriate training has been undertaken by their employees to perform the work task.

23.3 **Reconomy** or their clients reserve the right to cease a work activity where the qualification held or the training provider used is not recognised.

24. Vehicles, Moving Plant & Traffic Routes

24.1 Contractors and Suppliers must adhere to specified **site speed limits** when driving on **Reconomy's**, or their client's sites and must give due regard to the presence of site personnel, members of the public and especially children.

24.2 When vehicles are reversing in congested and or areas of limited vision, banks men must be provided or such assistance obtained from **Reconomy** or that of their client.

24.3 All HGV vehicles and moving plant must be fitted with audible warning alarms which provide suitable warning to other persons when a reversing manoeuvre takes place. All Contractors and Suppliers must strictly comply with any regulated access/egress routes or one-way systems in force on **Reconomy's** sites, or sites of their client's.

25. Whole Body and Hand Arm Vibration

25.1 Where a Contractor is required to use mechanical or electrical tools that may induce either, whole body, and or hand and or arm, vibration, to their employees during the process of undertaking such work on behalf of **Reconomy** or their client(s), they will provide adequate notice and details to the appropriate authorised person within **Reconomy** as to the control measures to assess, monitor and manage such vibration exposure to their personnel.

26. Work at Heights

In addition to the requirements specified in Sections 21.24 to 21.31 of this COP the contractor will observe the following: -

26.2. Scaffolding

26.2.1. Scaffolding shall only be erected, modified or dismantled by competent CISRS trained personnel, under the supervision of an experienced and **Competent person**, in compliance with the relevant legislation and industry guidance.

26.2.2 All scaffolding used must provide adequate working space and be constructed from materials that are suitable and of appropriate strength.

26.2.3 Scaffolding must not be used until its construction is complete and it has been inspected and certificated as being safe for use by a **Competent person** in accordance with the relevant legislation.

26.2.4 Incomplete scaffolding shall be clearly identified by the provision of appropriate warning signs displayed in a prominent position on the scaffold.

26.2.5 Scaffolding shall be inspected prior to its first use post erection, or after substantial addition, dismantling, or alteration and, at regular intervals which do not exceed a period in time of more than seven days and

after any event likely to have affected its strength or stability e.g. high winds.

- 26.2.6 Particular attention must be given to the provision of guardrails and toe boards at working platforms, workplaces and gangways etc., so as to prevent, persons from falling, as well as, all other extraneous items, such as, work items, tools or materials.
 - 26.2.7 Suitable protective measures shall be provided in accordance with the Working at Height Regulations 2005, Schedule 1 & 2, where there is a risk of a fall above or below ground level liable to cause personal injury.
 - 26.2.8 No articles are to be thrown or dropped from heights and such articles must be lowered in an appropriate and safe manner or via a properly constructed chute or hoist.
 - 26.2.9 Ladders shall be used in a safe manner and only where a risk assessment of the task has indicated that the task is short-term, low risk or due to the unalterable features of the building, prevents use of other access systems.
 - 26.2.10 Contractors and their employees shall ensure ladders are adequately secured to prevent them from slipping.
 - 26.2.11 Contractors must not over reach or carry excessive loads when using ladders.
 - 26.2.12 Ladders must not be left unattended on site. Where it is not practicable to remove them, suitable measures must be taken to prevent unauthorised persons from using them, e.g. removal to the first lift or boarding.
 - 26.2.13 Ladders should be tagged for identification and be regularly inspected.
- 26.3 Scaffold and Lightweight Mobile Towers
- 26.3.1 Mobile Towers - The use of lightweight aluminium mobile towers for work at height is a popular alternative to traditional tube and fittings towers. However, these systems have some limitations, and should only be used when they satisfy the general site requirements. A risk assessment should be carried out to determine whether or not a mobile aluminium tower scaffold is suitable for the intended purpose and that it is properly and fully constructed and safely used.
 - 26.3.2 Contractors must ensure that any person erecting a mobile tower is competent in its erection and has received adequate training or, if not fully competent, be under the supervision of an experienced and **Competent person**. The supplier or manufacturer's instructions, which should be contained in the assembly guide issued with each tower, must be followed and Mobile scaffold towers must only be erected by PASMA trained operatives.

26.3.3 All towers must be identified to the site manager of a Reconomy client, on arrival to site and be suitably tagged and the Contractor's delivery documentation or that of their supplier must reflect this requirement.

26.4 Construction of Mobile Towers – Guidance Note to assess risk

- Where will the tower be built and are the ground conditions suitable?
- Is safe access available?
- How many platform levels are required and will they all be working levels?
- What loadings are to be imposed?
- Will the tower be tied in or independent?

26.4.1 Inspection and Reporting - Where the tower constitutes a working platform, it must be inspected: -

- Before being taken into use for the first time
- After any substantial alteration or after any event which is likely to have affected its strength or stability
- At regular intervals not exceeding 7 days since the last inspection (should it remain in place)

27. Health and Safety Monitoring

27.1 **Reconomy or their client** reserve the right to removal any individual or Contractor from site on the grounds of breaches of Health and Safety requirements.

27.2 **Reconomy** operates a '**yellow card**' and '**red card**' system for issuing safety warnings. A '**yellow card**' will **indicate a warning**; a repeat incident will result in a '**red card**' and **removal from site**.

27.3 **Reconomy** maintains an internal system of health and safety monitoring and Contractors and Suppliers compliance will be scored, and where necessary, (**non conformance**) improvement or prohibition notices may be issued and these will affect the Contractors or Suppliers scorecard rating which in turn will impact upon the Supplier status.

27.4 **Reconomy** reserves the right to terminate a Contractors or Suppliers approval status on the grounds of Health and Safety failings.

28. Contact Guidance

The following are available for guidance: -

Reconomy Compliance Department email health&safety@reconomy.com or
Tel: 01952 292000 and ask for Compliance.

Reconomy Independent Health & Safety advisor:
Lee Douglas - Stallard Kane Associates Ltd - Tel - 07584603740
leed@skaltd.co.uk

HSE's Info line Tel: 0845 345 0055

HSE's Text phone: 0845 408 9577 or email hse.infoline@natbrit.com

Appendix 1

Permit to Work

Appendix 1

Permit to Work		
Welding/Hot Work (check to be done one hour after completion)	Live electrical work	Roof work
Confined spaces e.g. sewers, excavation	Escalator work that involves opening pits	Un-jamming dangerous machinery (power must be switched off)
Removal of asbestos	Work on sprinkler systems	Testing and commissioning plant
Some works on petrol stations e.g. on the forecourt		

Job location:

Names of person/s carrying out work

1 2
 3 4

This permit is valid from: (date) To: (date)

Between the following times: And:

Only the following work may be done:

.....

Hazard Identification: (including residual and hazards introduced by the work)

.....

The following health & safety precautions will be taken:

.....	Tick
.....	
.....	
.....	

Acceptance:

I agree that I/We will abide by the above precautions and will adhere to all Reconomy policies, procedures and rules whilst on site:

Signed

(By the person undertaking the work):

Authorisation:

Signed on behalf of Reconomy:

Print Name:

Position:

Date:

Completion of Work Declaration:

I hereby declare the above mentioned work has been completed (for hot work with a review one hour after the work has stopped) and I/We have withdrawn from site, leaving all work areas tidy and safe:

Signed:

(By the person undertaking the work)

Print Name:

Date:

Suspension of Work Declaration:

I hereby declare the above mentioned work has been suspended and I/We have withdrawn from site as of _____ (time) on _____ (date) because of:

I/We will resume work at:

_____ (time) on _____

_____ (date)

Signed:

(Signed by the person suspending the work)

Print Name:

Date:

Cancellation of Permit to Work:

(Certifying work tested and plant satisfactory re commissioned)

This Permit to Work is hereby cancelled from _____

_____ (time) on _____

_____ (date)

Signed On behalf of Reconomy:

Print Name:

Date:

Only persons named on this permit will be allowed to carry out the above mentioned work and these persons will, at all times, be subject to all rules, policies and procedures in force at the location.

Reconomy will, so far as is reasonably practicable, ensure that it's legal and moral duties with regard to the health and safety of all persons working on the premises is met.

Appendix 2

Method Statement Summary Sheet (Example)

Appendix 2

Method Statement Summary Sheet (Example)

1. Activity/task		Site:	
		Date prepared:	
		Review Date:	
2. Prepared by:		3. Managed, Controlled & Coordinated By:	
4. Sequence of operations (list clearly):			
a.		f.	
b.		g.	
c.		h.	
d.		i.	
e.		j.	
5. Hazards:			

Use of tools:	<input type="checkbox"/>	Excavations:	<input type="checkbox"/>	Electrical:	<input type="checkbox"/>
Plant:	<input type="checkbox"/>	Materials/chemicals:	<input type="checkbox"/>	Health/Environment:	<input type="checkbox"/>
Public Danger:	<input type="checkbox"/>	Structural:	<input type="checkbox"/>	Access:	<input type="checkbox"/>
Asbestos:	<input type="checkbox"/>	Fall from height:	<input type="checkbox"/>	Fire:	<input type="checkbox"/>
Confined space:	<input type="checkbox"/>	Overhead services:	<input type="checkbox"/>	Other services:	<input type="checkbox"/>

Having ticked any of the above please specify in detail:

6. Control Measures to Reduce Risks:

7. Concerns to be flagged:

PPE: (specify over)		Other means of access: (see over)		Scaffold: (specify type over):	
Barriers: (Hording)		Genie Lift:		First aid fire fighting equipment: (specify type over):	
Hoist:		First aid: (Name person over)		Crane:	
Hot work permit: (complete separate form)		Shopping Centre Permit:		Out of Hours Working:	
Crash Deck:		Training: (toolbox Talk)		Waste Disposal: (specify over)	
Coordinators with others: (specify)		Temporary Propping (specify over)		Security	
Safe storage of materials		Warning Signs		Suitable illumination	
Other emergency procedures:		Having ticked any of the above please specify in detail:			

8. Identify others with special responsibilities:

Name:	
Contact Details:	
9. Signed by:	Date:

Distributed to:

Client: Main Contractor: Other Contractors:
(Specify in section 10)

Site Foremen: Site Safety Plan

Notes:

1. Method statements are written formal documents providing details information on the arrangements and sequence of operations relating to more hazardous tasks.
2. Checks should be made to ensure that your assumptions about for example, provision of scaffolds or other provisions for lifting equipment are correct.
3. On some sites provision is made by the client or main contractor on others, each contractor may be responsible. In either case, the method statement should make it clear what provision is needed.
4. Site conditions, which were at first agreed, may have changed therefore the method statement should, itself, be capable of being modified.
5. The statement should follow the normal sequence of operations and specific in relation to the location of the operation and site concerned.

- 6. The methods for gaining access to the work place should be stated, where provision is needed e.g. scaffolding access and egress should always be from ground level.
- 7. Where appropriate, details of the means of preventing falling or dropping of materials, brick guards should be indicated: and any necessary statutory inspections.
- 8. All tools and plant, that are to be used, should be specified in detail.
- 9. The arrangements for delivery, storing, site movement and on site fabrication should be specified in detail.

10. Additional Information as specified:

Appendix 3

Contractors Booking in Checklist

Appendix 3

Contractors Booking in Checklist

In order to meet statutory requirements placed upon the Company (**Reconomy**) it is essential that all Contractors are briefed correctly before and any work is commenced. **This includes information about the existence of any hazardous materials such as asbestos and presumed asbestos.** The following Checklist should be used to assist Management who are responsible ensuring the contractor is doing the work safely. The list is designed to be as comprehensive as possible. However, there may be other hazards within your area, which require discussing.

No:	Item:	Yes/No/Details			
1	Define job to be done				
2	Provide information about where asbestos is located or presumed				
3	Explain emergency procedures (premises fire procedures)				
4	Identify incident assembly points				
5	Determine area of work				
6	Establish name(s) of contractor and contractors to sign visitors book				
7	Determine name of person in charge of contract				
8	Establish Manager/Group contact and report to before commencing work				
9	Establish number of people employed on contract				
10	Establish if a sub-contractor will be employed to do some of the work				
11	State if other contractors will be employed in the same works area				
12	Determine nature of work and advise the Manager of any hazards/precautions required and the necessary work area access controls				
13	Check Systems of Work:				
	a) Working at heights (protection from falling materials)				
	b) Working in confined space				
	c) Working with hazardous substances				
	d) Working in a noisy environment, including reduce noise to neighbours				
	e) Working in hazardous areas				
14	Determine if Job requires:				
	a) A written safe working procedure				
	b) Agreement on first aid management				
	c) Liaison with other Contractors				
	d) Fire fighting equipment to be on hand				
	e) Special equipment or tools				
	f) A permit to work				
15	Agree on safe access and control of access to area of work				
16	Identify restricted or prohibited areas of buildings/department				
17	Determine where machines or equipment will be sited and position of heating gas bottles				
18	Ensure that all fire escape doors are kept unlocked and clear				
19	Explain safe system for working on roofs and permit requirements				
20	Explain premises spillage procedures				
21	Make arrangements for accident/incident reporting				
22	Explain the need to segregate work from the local environment if adjacent areas are operational				
23	Prohibit the unauthorised driving of mobile plant (forklifts)				
24	Emphasise the importance of adherence to warning signs (No smoking etc.)				
25	Ensure that for work in areas that are still in operational use, a "clean as you go" policy must apply and that these areas are fully cleared e.g. prior to operational use.				
26	Determine the need to clean up site and replace guards etc. on completion of work				
27	Plan the movement of vehicles on site, particularly if it affects any third parties and vehicular safety/access. Reversing must be avoided when a safe system for such cannot be put in place or is not possible				
	Manager:	Signed Date:	Contractor:	Signed:	Date:

Appendix 4

Daily Health & Safety Checklists

Appendix 4

Generic Daily Health & Safety Checklist

This safety checklist is to be completed at a random time once a day where work is taking place. Where there is a site foreman that person would normally complete this. Please work round the site and check each of the items listed. If an item is in order put a tick in the box. If an item needs attention put a cross in the box and take corrective measures.

		Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Abrasive Wheels	If abrasive wheels are in use are they being used correctly and are operatives certificated and using the correct items for PPE?							
Documents	Has the Construction Plan been updated?							
	Have any new operatives to site been made aware of contents of COSHH, Noise and Risk assessments?							
Edge Protection	Are all edge protection barriers in place and secure?							
Electrics	Are only 110v tools etc. in use no 240v tools are allowed on site?							
Fire Precautions	Are the Fire Extinguishers in the correct location?							
	Fire Exits kept clear?							
First Aid	Is the First Aid in order?							
	Is there a First Aider on site?							
Guards /barriers	Are any items of machinery being used; if so all the appropriate guards in place?							
Ladders/trestles /scaffolds	Are all ladders/trestles/scaffolds checked before use and in good repair?							
Lighting	Are all work areas adequately lit?							
Method Statements	Are operatives working to the correct method statements?							
PPE	Are there adequate supplies of all items of PPE and are they being used by operatives as appropriate today?							
Noise	Are all silencers being used where possible?							
	Ensure noisy work is not carried out at night?							
Proof of training	Have you checked appropriate certificates for any new operatives on site today?							
Security	Are there any internal hoarding/partitions in place, effective and secure?							
	Is the site secure and all means of unauthorised access control in place?							
	Are all external hoardings in good repair, with safety signs and still secure and all lights working?							
Signs	Are all signs in place, clean and securely fixed?							
Site Tidiness	All work areas clean and tidy – no scattered rubbish/materials/spillage cleared/dust controlled?							
	Is the storage area clean and tidy?							
	Areas tidy at the end of each day particularly where customers/staff access the next day?							
Training	Have new operatives to site today received their site induction training?							
Welfare Facilities	In the means of heating in order?							
	Are the toilets clean and tidy?							
	Are the washing facilities adequate and clean and the hot water supply in order?							
Working Alone	Are or will there be operatives working alone today/tonight?							
	Are they aware of their duties?							
	As a risk assessment been done?							

Week Commencing:

Mon am/pm checked by: _____ Tues am/pm checked by: _____ Wed am/pm checked by: _____
 Thurs am/pm checked by: _____ Fri am/pm checked by: _____ Sat am/pm checked by: _____
 Sun am/pm checked by: _____

Appendix 5

Approved Contractors Health and Safety and Environmental Questionnaire

Appendix 5

Approved Contractors Health and Safety and Environmental Questionnaire

Contractor Name:	
Address:	
Contact Name:	

Safety Management:

- Name of Director responsible for health & safety?
- Name of competent person responsible for day-to-day management of/advice on health & safety issues?

Safety Policy:

- Do you have a written Safety Policy statement?
Please supply a copy if not previously done so – email healthandsafety@reconomy.com

Yes No

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Assessments:

- Have risks assessments been completed for any hazardous aspects of your work and is this information made available to the work force and local management where appropriate?
- Are safe working method statements applicable to the specific work (not just generic) available for each job/project?
- Have Control of Substances Hazardous to Health assessment been completed for any hazardous substances used and is this information made available to workforce and local management where appropriate?

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Accidents:

- Do your employees know to report all accidents?
- Are Reportable accidents/incidents (RIDDOR) reported to the HSE Incident Centre?
- What was your accident Rate last year?
(Accidents divided by average number of employees in the year) state year
- How many Reportable Accidents did you have last year?
- And in the prior 2 years?
- Have you been prosecuted for any accidents in the last 3 years? If yes please attach brief details and action taken as a result

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

<input type="text"/>

<input type="text"/>

<input type="text"/>

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Training:

- Do all employees receive safety induction including for sites?
- Are they trained in the proper use of protective clothing and equipment?

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Training: cont ...

Yes No

15 What other safety training do they receive, including scaffolders, lifting equipment, working at heights etc.?

.....

.....

.....

16	Are training certificates, including for machinery use, available if requested?		
17	For new builds, extensions and refits will all workforce attending our or our clients sites have appropriate CSCS cards		

Equipment:

18	Is equipment properly maintained with records kept?		
19	Where equipment is electrical, is it inspected and tested regularly?		
20	Are users trained in the safe use including dust minimisation, caution with trailing cables etc.		
21	Are ladders to the appropriate standard and regularly inspected?		
22	Where used, are power tools, cement mixers etc. 110 volt?		

Environmental:

23	Is a Site Waste Management Plan implemented for project with value over£300,000?		
24	Please confirm that you have considered waste management hierarchy for all waste generated (in accordance with Waste Regulations 2011) please provide details below:		

.....

.....

.....

25	Are you fully aware of Asbestos Regulations, does your workforce check with client for location of asbestos prior to works and acknowledge, carefully avoid working on any asbestos materials and only using approved licensed asbestos contractors?		
26	Has your site - based workforce had asbestos awareness training and refreshers?		
27	Do you comply with local nuisance/noise, dust control requirements and show consideration to neighbours?		

28 Have you been prosecuted for any environmental breaches in the last 3 years?
(If yes, please attach brief details and action taken as a result)

--	--

.....

.....

.....

.....

Please return a copy of this questionnaire with any appropriate supplementary information to:

The Compliance Department
Reconomy (UK) Ltd
Kelsall House
Stafford Court
Stafford Park 1
Telford
TF3 3BD

Appendix 6

Contractor Confirmation of Receipt and Acceptance – Health and Safety Requirements and Code of Practice

Appendix 6

Contractor Confirmation of Receipt and Acceptance – Health and Safety Requirements and Code of Practice

Contact Name:		Supplier Ref:	
Contractor/Suppliers Name:			
Contractor/Suppliers Address:			
Date of Confirmation Request:			

Dear Supplier/Contractor

It is very important to us that any work carried out on behalf of and on the premises of Reconomy or that of our clients is undertaken in a safe and proper manner, meet legal and Reconomy safety requirements and protect and prevent injury to our colleagues, clients, the public and your workforce.

You, as our contractor/supplier and your sub-contractors **must comply** with the requirements of this Code of Practice (which is not exhaustive) and any other requirements specified by our clients or Reconomy prior to and at the time of any works.

Asbestos and other Checks before any Works

Please note that your workforce must sign in on arrival at our or our clients' sites, **and if applicable, check for the existence of asbestos, sign that they have checked this** and liaise and cooperate with local management in respect of Health and Safety and site procedures.

Will you please complete, sign and return your acceptance of this. (See page 2)

On behalf of Reconomy thank you for your support and cooperation to enable us to enhance our commitment to zero harm.

Yours faithfully



Paul Cox
Managing Director

Appendix 7

Commercial Operating Procedures for Approved Service Providers and Suppliers

Commercial Operating Procedures for Approved Service Providers and Suppliers

Conditions of Purchase

1. Definitions

In this Contract:

1.1	Company	means Reconomy (UK) Ltd (registered in England under registration number 02951661) or any of its trading divisions
1.2	Supplier	means the company or organisation who undertakes the supply of Goods or Services and to which the Order is addressed
1.3	Client	means the Company's customer to whom the Goods or Services are supplied
1.4	Contract	means this Contract between the Company and the Supplier for the supply of Goods or Services, embodying these Conditions and any Unit, Price, specification or special instructions referred to or detailed on the Order, which contract solely comprises the Order
1.5	Conditions	means the standard terms and conditions of Contract set out in this document
1.6	Order	means these conditions and any matters detailed in the Company's written purchase order confirmation and such other documents as therein may be referred to
1.7	Acceptance	means the delivery of the Goods or commencement of the Services, by the Supplier and which shall be deemed to constitute acceptance of these terms and conditions, together with the, Price, time of delivery, date of delivery and any other information contained within the Company's purchase order confirmation
1.8	Goods	means the goods to be supplied by the Supplier under this Contract
1.9	Services	means the services to be supplied by the Supplier under this Contract
1.10	HSWA74	means the Health & Safety at Work etc. Act 1974
1.11	Indemnity	means the indemnity referred to in Clause 5 of these Conditions
1.12	Price	means the amount shown on the Company's written purchase order confirmation as the Contract price of the Goods and Services
1.13	Unit	means a single item of Goods or Services, or the lowest multiple of the Goods or Services, which can be priced
1.14	Site	means any location of the Company's Client to which the Company's purchase order confirmation refers
1.15	Authorised Representative	means the person with authority to sign contracts or agree variations in respect of contracts or conditions on behalf of the Company and will be of no lesser designation than that of a Director

2. General

The Supplier agrees to supply the Goods or Services to the Company in accordance with the following terms and conditions

3. Contract Terms and Conditions

- 3.1 The Supplier will notify the Company in writing immediately (same day) upon receipt, if this Order is disputed and if no such notification is received from the Supplier, it will deem Acceptance by the Supplier of the Order and the Company's terms and conditions
- 3.2 The Supplier agrees that these are the only terms and conditions which regulate the Contract between the Company and the Supplier, save for any terms implied by statute or common law
- 3.3 These terms and conditions supersede any terms and/or conditions of whatever nature of the Supplier, whether expressed to be by way of offer, acceptance, counter-offer or otherwise
- 3.4 Any attempt by the Supplier to vary or amend these terms and conditions will not be binding upon the Company unless agreed in writing by an Authorised Representative of the Company
- 3.5 Any typographical, clerical or other error or omission contained within the Order shall be subject to correction by the Company without liability on the part of the Company

4. The Goods/Services

- 4.1 The Goods and Services shall:
 - 4.1.1 conform in all respects with the Order and
 - 4.1.2 be of the very best quality and
 - 4.1.3 meet the specification as to quality, quantity, standards or description required by any regulations and any requirements of the Company, its agents or advisers or the Company's client or client's agents or advisers or any statutory or other body and
 - 4.1.4 be as safe as persons generally are entitled to expect and
 - 4.1.5 be fit for any particular purpose for which the Goods and Services are being bought which expressly or by implication is made known to the Supplier or which it ought reasonably to have known and
 - 4.1.6 comply in design, construction and quality with all relevant codes of practice and other regulations affecting the same which may be in force when the Goods and Services are supplied including, but not limited to British Standards and codes of practice and manufacturers' recommendation
- 4.2 Whether or not the Price has been paid and without prejudice to any other rights it may have, the Company reserves the right either,
 - (a) to reject Goods or Services which are faulty or do not conform with any of the requirements of clause 4.1 or are defective due to the Supplier's erroneous instruction as to use or erroneous data, or
 - (b) (at the Company's option), to implement remedial works to such Goods or Services at the Supplier's expense. In either case the Company shall be entitled to deduct from the Price or from any other sums due to the Supplier under the Contract or any other Contract with the Company or be promptly reimbursed by the Supplier (as appropriate) all direct and consequential loss, damage, costs and expenses sustained by the Company in accordance with the Indemnity
- 4.3 The Supplier has had the opportunity to inspect all related contracts entered into by the Company and is deemed to enter into this Contract with full knowledge of all the relevant provisions of any relevant contract and the Supplier shall be bound by the provisions of any clause in such relevant contracts so far as applicable to this Contract, including without prejudice to the foregoing those provisions relating to the quality, any specification and purpose for the Goods or Services
- 4.4 The Supplier will have satisfied themselves beforehand of the suitability of access to and egress from the Site (including ground conditions) and to the suitability of any material for collection, treatment, disposal, recycling or recovery and in this context no claim for additional charges will be accepted by the Company in circumstances where such instances may give rise to any additional charges or claim from the Supplier

Commercial Operating Procedures for Approved Service Providers and Suppliers

5. Indemnity

The Supplier will fully indemnify the Company against the following: -

- 5.1 All direct and consequential loss, expenses, claims, costs, actions, damage or injury suffered by the Company for which the Company may be liable (including claims by third parties) and caused by or arising from any breach of contract, act or omission or wilful misconduct of the Supplier, its employees, agents or subcontractors or any defect in the materials used in the manufacture of the Goods or Services or any defect in the design, processing, storage or transport of the Goods
- 5.2 Any claims in respect of death or personal injury howsoever caused to any of the employees of, the Supplier or that of the Company or the Company's Client, occurring whilst they are on or about the Site or other place of business of the Company, but subject to the provisions of s2 (1) of the Unfair Contract Terms Act 1977 and HSWA74 and all regulations enacted pursuant to either Act

6. Insurance

- 6.1 The Supplier shall effect and maintain the following insurance in such amounts as the Company may reasonably require subject to the following minimums. The insurance limits so agreed shall not be regarded as in any way limiting the Supplier's liability
 - 6.1.1 Public and Products Liability insurance cover of at least £5,000,000, and
 - 6.1.2 Employer's liability insurance cover in respect of the Indemnity of at least £10,000,000, and Insurance against loss of or damage to the Goods by fire, theft or any other normally insurable risk at any time after the title therein has passed to the Company and before delivery to include any consequential loss which the Company may thereby suffer in respect of delay or disruption in the performance of the Contract, such insurance to be for the benefit of the Company, and
 - 6.1.3 if applicable, Professional Indemnity insurance of at least £1,000,000
- 6.2 The Supplier shall produce to the Company on request current policies and premium receipts in respect of the insurances referred to above and in default the Company may without prejudice to any other right or remedy, effect such insurances itself and recover the cost of so doing from the Supplier
- 6.3 **Goods in Transit:** The Supplier, when carrying materials of value, upon the Company's and their Clients behalf, will ensure that they have the appropriate and current, Goods in Transit insurance and will insure all such loads on an "All Risks" basis, against loss and provide the Company with an indemnity against such loss, (howsoever the loss may be caused) and without limitation.

7. Title and Risk

- 7.1 Title to the Goods and Services shall vest in the Company at whichever is the earlier of the following events, namely, when the goods are delivered to the Site in accordance with clause 10 or on payment in whole or part by the Company of the Price
- 7.2 The risk of damage to, or loss of the Goods and Services remains with the Supplier until such time as delivery to or collection from the Site has been acknowledged by the Company. The passing of risk or title shall be without prejudice to any of the rights of the Company under or arising out of the Contract
- 7.3 For avoidance of doubt, any container(s) or equipment that has been off hired by the Company, either verbally or in writing, will have deemed to have been off hired and collection by the Supplier or the Suppliers representative to have taken place 24 hours following such notice being given by the Company and the Company will have no responsibility for any, loss, continued hire charges or damage to the container(s) or equipment after this period of time has elapsed

8. Damage to Property or Equipment

- 8.1 The Supplier acknowledges an onus upon their part to report to the Company any accident(s) or damage whilst on the Company's or their Client's Site no later than 24 hours following such occurrences or immediately where such accidents involve injury to person
- 8.2 The Supplier further acknowledges that in instances where damage is caused to the Suppliers property or equipment, written acknowledgement of the damage **must** be obtained from the Company's Clients authorised representative **prior to leaving Site** and failure to follow such procedure may result in the Company rejecting any claim from the Supplier. Additionally, the Supplier will be required to provide photographic evidence of the damage to substantiate any claim.

9. The Contract Period and Payment

- 9.1.1 The Supplier will invoice the Company at the price stated on the Company's Order and the Supplier's invoice **MUST** state the Company's Order number, date of service, movement ticket number, the Company's Client and Site, type of service, quantity and be a bonafide tax invoice stating the tax date and relevant level of VAT or if applicable any other governmental tax and should be accompanied by signed delivery, exchange or collection tickets (transfer notes) or consignment notes, for each and every transaction
- 9.1.2 Where a Supplier is charging by weight or is requested by the Company to do so, supporting weighbridge tickets will be required in the prescribed form as detailed by the Weights and Measures Act 1985 and for avoidance of doubt, will be electronically produced documents and will not be in a hand written format, unless specifically agreed in writing beforehand with the Company, and
- 9.1.3 all invoices should be addressed and sent to, the Company's Accounts Payable Department, Reconomy (UK) Ltd, Kelsall House, Stafford Park 1, Telford, Shropshire, TF3 3BD and
- 9.1.4 failure by the Supplier to provide such information as detailed in clause 9.1.1 or invoices being sent to an incorrect address other than that stated in 9.1.2 will result in the Suppliers invoice being rejected or delayed for payment
- 9.2 Unless otherwise agreed in writing by the Company, the Goods or Services shall be supplied at the Price per Unit stated upon the Order and the Supplier shall not be entitled to increase any prices(s) nor to make any additional charge(s) whatsoever, other than those stated upon the Order and if the Supplier deems that a price increase is necessary, the Supplier will provide a minimum of 1 months written notice to the Company of their intention to increase their price(s) and such notice must be supported by a detailed justification for any increase. No price increase will become effective unless and until it has been agreed in writing by the Company and is signified by the Company, by the issuing of a new Order(s) to confirm the same.
- 9.3 The Company has the right to set off against any payment due under the Contract or any other contract between the Company and the Supplier any sum however arising and (whether, but not limited to, both liquidated or unliquidated damages) due and owing to it from the Supplier
- 9.4 Unless otherwise agreed in writing the Company's payment terms are 60 days from the end of the month, the end of the month being defined as: -
 - 9.4.1 Suppliers invoices which are received by the Company by the 5th of the month following the month in which delivery was made will be treated as having been received by the Company in the month of delivery and

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- 9.4.2 invoices received after 5th of the month following the month of delivery will be treated as having been received in the month following that of delivery or in the month of receipt, whichever is later and
- 9.4.3 the Supplier agrees that any agreed discount will be given to the Company and will not be forfeited if the Company makes payment in accordance with the provisions of clause 9
- 9.5 No payment by the Company shall imply acceptance of any of the Goods or Services supplied and payment shall not in any way restrict any claims or rights the Company may otherwise have against the Supplier
- 9.6 **IMPORTANT: the Company reserves the right to refuse payment to the Supplier in the following circumstances: -**
- 9.6.1 whilst the Company is awaiting the resolution of any queries with the Supplier and
- 9.6.2 for any credit notes not received and due to the Company from the Supplier and
- 9.6.3 for any unsigned delivery or collection notes in accordance with clauses 10.12 and 20 of these conditions or
- 9.6.4 where the delivery or collection notes are illegible (the Supplier should note that the Company requires the top copy of any delivery or collection note and the signed second or bottom copy is to be left at the Company's Client's Site)
- 9.6.5 if the Supplier is requested to supply copies of delivery or collection / transfer notes, or consignment notes, or weighbridge tickets, the Supplier will promptly provide the same without additional cost to the Company
- 9.6.6 Where the Supplier has not returned compliance documentation (i.e. copies of the Supplier's Certificates of, Public, Products and Employers Liability Insurance, and if applicable, Professional Indemnity Insurance, carrier license(s), site permit(s), site exemptions or Health & Safety Codes of Practice Acknowledgement(s) or accident frequency data or landfill diversion data or any other such data or information requested or required by the Company, in order to maintain the accreditation status of the Supplier, in respect of the Company's Approved Supplier list so required to maintain the Company's ISO14001 accreditation.
- 9.7 **LATE INVOICING:** The Company requires all charges for the Goods and Services to be invoiced in a timely manner and the Company reserves the right to refuse any charges invoiced by the Supplier which are received later than 90 days from the date of the Goods and Services being satisfactorily carried out

10. Delivery

- 10.1 Unless otherwise agreed in writing by an Authorised Representative of the Company, the Supplier shall deliver the Goods or Services to the Site at such, times, date or dates, as may be specified by the Company
- 10.2 Delivery must be effected within the time stated on the Order or any extended time subsequently agreed in writing by the Company. The Supplier acknowledges that if it fails to supply the Goods or Services by the delivery times or date(s), it may result in completion of any other related contract being delayed and the Company may incur additional costs and be liable for liquidated damages imposed by any such related contract and claims for delay and disruption from subcontractors who cannot progress their works as a result of the failure to deliver Goods or Services on time and if such costs are incurred they may be passed on to the Supplier or be deducted from any monies due to the Supplier
- 10.3 Unless expressly specified in the Order or agreed by the Company in writing the Supplier's contractual responsibility to supply the Goods or Services shall not be avoided by reason of any strikes, lockouts or other labour difficulties of the Supplier and/or delays in the supply of materials, fire or flood
- 10.4 Delivery by the specified delivery date is of the essence and in default the Company shall be entitled to terminate the Contract in respect of either delivered and undelivered Goods or Services or any combination of the same. On such termination, the Company shall, without prejudice to any other claim for damages or otherwise, be entitled to recover from the Supplier any additional expenditure, which may be incurred by the Company in obtaining other Goods or Services in replacement for those in respect of which the Contract has been terminated
- 10.5 The Company shall have the right to refuse to accept or take receipt of Goods or Services delivered in advance of the delivery date
- 10.6 In the event that the Company is unable to accept delivery of the Goods, the Supplier shall store the Goods at its own expense and risk and shall safeguard them until delivery
- 10.7 The Company may return, at the Supplier's expense, any Goods and Services delivered in excess of the quantity ordered
- 10.8 If a carrier is appointed in connection with the Order, it shall be deemed to be an agent of the Supplier and not of the Company
- 10.9 The Supplier shall be responsible for packing the Goods properly to ensure adequate protection before and after delivery. Unless expressly agreed by the Company, the Company is not liable to provide means for unloading Goods and the cost of all packaging or crates shall be deemed to be included in the Price of the Goods. If practicable the Company will at the Supplier's request and expense return any packaging material or crates to the Supplier provided,
- (a) that the Company shall be entitled to retain such packaging or crates for as long as the Company shall require in connection with the storage of the Goods and
- (b) that the Company shall have no liability for any loss of or damage to such packaging or crates whatsoever
- 10.10 In making deliveries to and collections from Site the Supplier shall be responsible for ensuring that all, Acts, relevant statutes, other instruments and regulations, having the force of law and in particular, but not limited to, those concerned with, Health and Safety at Work, the Construction and Use of Vehicles and the Protection of the Environment, are observed and are fully complied with
- 10.11 The Supplier will provide to the Site (**with each delivery or collection**) full and adequate information concerning the nature of the Goods or Services and ensure that during use they will be safe and without risk to health and safety when properly used
- 10.12 **Signatures MUST be obtained by the Supplier for the Goods and Services received or collected from the Site and as such these will indicate only acknowledgement by the Company that a delivery or collection of Goods and Services has taken place**

11. Call off Notices

- 11.1 If the Company requires additional Units to be delivered or Services to be carried out to meet its or its Clients demands it shall do so by issuing further Orders and the Supplier shall not add such Units to be delivered or Services to be carried out to pre existing Orders and furthermore the Supplier will not in this context accept Orders directly from the Company's Client(s) and add them to pre existing Orders
- 11.2 If the Company requires more Units or Services than are to be supplied at the Price, the Company may, by the issuing of further Orders to the Supplier, order more Units or Services at the agreed Price per Unit
- 11.3 The Supplier shall arrange delivery of Units of the Goods or Services ordered by the Order within the time period specified on the Order
- 11.4 Any additional Units or Services ordered and confirmed by the Order, are supplied pursuant to and subject to the terms and conditions of the Contract
- 11.5 The Supplier accepts that if orders are taken verbally from Site or from the Company's Client or from the Company's staff, without a written Order from the Company being issued, the cost of such Goods despatched, or Services undertaken, will be solely at the Suppliers own risk and at the Company's sole discretion costs of such unauthorised transactions may be rejected

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12. Labelling, Instructions and Warnings

- 12.1 The Supplier warrants that the labelling and packaging of the Goods and Services shall comply with the requirements of any statute, other instrument or regulation having the force of law and that all necessary information about the use for which the Goods and Services are supplied has been provided to the Site
- 12.2 The Supplier shall supply with the Goods and Services such written instruction, information and warnings, as may be necessary for the safe and effective use of the Goods and Services and or, for the Company to comply with its obligations under any statute, other instrument or regulation or other obligation of the Company current at the date of supply

13. Force Majeure

- 13.1 The Company shall have no liability whatsoever for the non-performance of any of its obligations hereunder as a result of the Company's business being interrupted or affected by force majeure including, lock-outs, strikes, accident, fire, explosion, flood, shortage of labour or any other events beyond its reasonable control
- 13.2 In the event of the Company's business being affected, as set out above, the Company may, without liability, cancel or vary the terms of the Contract, including, but not limited to, extending the time for performing the Contract for a period at least equal to the time lost by reason of such causes

14. Breach

Any substantial breach of any term of the Contract by the Supplier shall (whether the Company accepts the Goods or Services or any part thereof and whether the property in the Goods has passed to the Company or not) entitle the Company, should it so wish, to treat the Contract as repudiated or treat any such breach as a warranty giving rise to a claim for damages without prejudice to any other rights the Company may have

15. Cancellation

- 15.1 The Contract can be cancelled forthwith at any time by the Company, giving the Supplier oral or written notice
- 15.2 On cancellation, the Company shall pay for all Units in which the Company has title or Services at the time of cancellation at the agreed Price per Unit
- 15.3 The Company shall not be liable for any loss (including consequential loss) incurred by the Supplier on cancellation pursuant to this clause

16. Confidentiality

- 16.1 Without there being prior written consent from the Company the Supplier shall treat the Contract including all designs, drawings, specifications and information supplied therewith as confidential and shall not disclose the same to any third party, nor use such designs, drawings, specifications and information, other than for the purposes of the Contract
- 16.2 The Supplier shall not use the Company's name for any publicity purposes without the prior written consent of the Company

17. Non-Compete

- 17.1 The Supplier agrees not to approach directly any Client of the Company, either with the purpose of undertaking the Services directly or through any third party or for any other purpose following which the result would be to undertake the Services for the Client, or any other similar services for the Client
- 17.2 If so approached by the Client, the Supplier will decline to offer such Services and refer the Client to the Company
- 17.3 The Supplier acknowledges that failure to observe the conditions of this clause will render the Supplier in breach of contract and the Company will be entitled to compensation for direct or indirect loss (whether for loss of goodwill, loss of profits, economic loss, business or otherwise) as a result of such breach

18. Liquidation or Receivership

- 18.1 If the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or a firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation; or
- 18.1.1 an administrative receiver or administrator is appointed over any property or assets of the Supplier; or
- 18.1.2 the Supplier ceases, or threatens to cease, to carry on business; or
- 18.1.3 the Company reasonably believes that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly, then the Company shall be entitled to terminate the Contract without liability to the Company by giving notice to the Supplier at any time and the Company may forthwith enter upon the premises of the Supplier with or without transport and take possession of the Goods, title to which is vested in the Company pursuant to this Contract and the Supplier hereby grants an irrevocable licence to the Company for such purpose
- 18.2 The exercise of rights granted to the Company under this clause shall not prejudice or affect any right, action or remedy which shall have accrued or shall accrue to the Company
- 18.3 The Company shall be entitled to set off against monies owed by it to the Supplier under the Contract or other contracts between the Company and the Supplier any costs or expense the Company has incurred as a result of termination of the Contract pursuant to this clause.

19. Health and Safety

- 19.1 The Supplier shall ensure that the Goods or Services are in accordance with the requirements of the Health and Safety at Work etc. Act 1974 and all regulations and codes of practice enacted pursuant thereto and that the Supplier's employees, subcontractors and agents are familiar with **the Company's Code of Practice For Contractors and Suppliers (2011 edition)** and any procedures or codes of practice of the Company's Client applicable to the Site and comply therewith and ensure that the Suppliers employees, subcontractors and agents are provided with and wear and/or use the appropriate personal protective equipment (PPE)
- 19.2 In circumstances where there is intervention by the HSE, which results in an **Intervention Fee(s)** being incurred by the Company, such fees, plus any other associated costs incurred by the Company, will be recoverable from the Supplier and the Supplier warrants to fully indemnify the Company in respect of such fees and associated costs, should they be incurred by the Company
- 19.3 In circumstances where the Supplier is required to site containers on the public highway it will be incumbent upon the Supplier to obtain the necessary permits and provide and maintain the necessary signage and lighting to safely execute the Services on behalf of the Company or the Company's Client and unless expressly provided for on the Company's Order such associated costs will be at the expense of the Supplier.

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20. Environmental

- 20.1 The Supplier will ensure that any work undertaken on behalf of the Company is undertaken in accordance with the requirements of The Environmental Protection Act 1990 and its subsequent regulations and in particular Section 34 Duty of Care as regards waste, The Environmental Protection (Duty of Care) Regulations 1991, Waste (England & Wales) Regulations 2011, subsequent amendments, and codes of practice
- 20.2 Failure by the Supplier to comply with any of the provisions of Condition 20 will require the Supplier to indemnify the Company against all costs claims and fines relating to any failure to comply, including any such costs incurred by the Company in defence of any breach of this condition
- 20.3 Where the Supplier is required to provide and maintain the requisite level compliance paperwork required by law and the Company this will be without additional or separate charge to the Company

21. Limitation

The provisions of section 5 of the Limitation Act 1980 shall not apply to the Contract and the Company and the Supplier agree that they will not rely upon a defence pleading section 5 of the Limitation Act 1980 in any proceedings commenced under the Contract. No action shall be brought under the Contract against the Company after the expiration of 3 years from the date on which the cause of action accrued

22. Miscellaneous

- 21.1 The headings in these conditions are for convenience only and do not form part of or affect the interpretation of these conditions.
- 21.2 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 21.3 If any provision of these conditions is or becomes illegal, void or unenforceable for any reason the validity of the remaining provisions shall not be affected

23. Data Protection

- 23.1 The Supplier warrants that:
- 23.2 It has complied and shall comply with the provisions of the Data Protection Act 1998 ("the Act")
- 23.3 To the extent that it processes Personal Data (as defined in the Act) on behalf of the Company or its Client, it shall only do so for the purposes of performing its obligations under the Contract and in accordance with any instructions issued by the Company or their Client from time to time and
- 23.4 It shall at all times ensure that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, such Personal Data
- 23.5 Call Monitoring
The Company monitors and records all calls and such data is either used for training purposes to improve performance and to record business transactions with the Supplier in the event of any queries arising at a later date.
Calls are recorded within the strict criteria and guidance of Ofcom
<http://www.ofcom.org.uk/static/archive/oftel/consumer/advice/faqs/prvfaq3.htm> and such criteria is strictly observed in accordance with Reconomy's ITC Policy, a copy of which can be provided upon request.

24. The Bribery Act 2010

- 24.1 The Supplier warrants that it fully complies with the Bribery Act 2010 and for avoidance of doubt; this includes, but is not limited to, any of the Suppliers, associates, agents and subcontractors
- 24.2 In this context the Company reserves the right to audit the Suppliers internal policies or any associated codes of conduct,
- 24.3 The Supplier will familiarise and comply fully with the Company's Anti-Bribery & Corruption Policy and procedures and any queries or questions in respect of this policy or procedure should be directed to the, complianceofficer@reconomy.com
- 24.4 Any breach of the Act or the Company's Anti-Bribery & Corruption Policy will entitle the Company to immediately terminate the Contract

25. Foreign Workers

The Supplier takes full responsibility for any foreign workers employed by the Supplier, involved in supplying the Goods or Services, and warrants that all such workers hold the appropriate permits and/or immigration clearance documents required by governing legislation. Failure to do so will be deemed as a material breach of the Contract and will result in the Suppliers termination in accordance with clause 14

26. The Modern Slavery Act 2015

- 26.1 The Supplier warrants that it fully complies with the Modern Slavery Act 2015 and for avoidance of doubt; this includes, but is not limited to, any of the Suppliers, associates, agents and subcontractors within the supply chain
- 26.2 In this context, the Company reserves the right to audit the Suppliers internal policies or any associated codes of conduct, or the suppliers supply chain partners, in order that there is compliance.
- 26.3 The Supplier will familiarise and comply fully with the Company's Policy –**Modern Slavery Act 2015 - Transparency in supply chains** and procedures contained therein and any queries or questions in respect of this policy or procedure should be directed to the complianceofficer@reconomy.com
- 26.4 Any breach of the Act or the Company's Policy –**Modern Slavery Act 2015 - Transparency in supply chains** will entitle the Company to immediately terminate the Contract and the Supplier will indemnify the Company in respect of any such breach of the Act and the Company will be entitled to be fully compensated by the Supplier in respect of, all costs, penalties, fines and associated loss, including the Company's legal and administrative costs, incurred with respect to any breach.

27. Assignment etc.

The Supplier shall not without the consent in writing of the Company assign, transfer or sub-let the Contract (in whole or in part) and any such consent shall not release the Supplier from any of its obligations under the Contract

28. Notices

- 28.1 Any notice to be given under this Contract is to be in writing and is to be given by hand, or sent by special or recorded delivery post, e-mail or by facsimile transmission to the address or facsimile number of the relevant party shown on the face of the Company's Order
- 28.2 If the notice is sent by special or recorded delivery, it is deemed received two working days after the day it was posted

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28.3 If the notice is delivered by hand or sent by facsimile transmission or e-mail, it is deemed received on the day it is delivered or transmitted if it is delivered or transmitted between the hours of 9.00 am and 5.00 pm on a working day, failing which it is deemed, received on the next working day

29. Governing Law

The construction, validity and performance of the Contract shall be governed in all respects by English Law and the parties agree to submit to the exclusive jurisdiction of the English courts

Appendix 8

Anti Bribery and Corruption Policy

Antibribery & Corruption Policy

Foreword

This policy sets out the general rules and principles to which we adhere. It will be communicated to all businesses and employees overseen by the OS Phoenix Topco Ltd board, as well as relevant business partners and other necessary individuals and entities. Those who work in areas within our business identified as being particularly high risk will receive additional training and support in identifying and preventing corrupt activities.

This policy explains the procedures through which Reconomy can maintain its high ethical standards and protect its reputation against any allegations of bribery and corruption. Its successful implementation requires pro-active adoption at the following levels:

You – as an employee of Reconomy, you are required to read and understand all aspects of this policy, and abide by it.

Local Management – Each business units overall compliance with the requirements of this policy is the responsibility of the Managing Director and Finance Director and subject to approval by them will ensure the various business units adherence to sections 6, 7 and 8 of this policy.

Business Unit Managers – are responsible for the compliance of business units within their control.

OS Phoenix Topco Ltd – “The Board” will assist each business unit with continuous refreshing and reinforcing of this policy via application guidance and monitoring.

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1. Introduction

It is Reconomy's policy to conduct business in an honest way, and without the use of corrupt practices or acts of bribery to obtain an unfair advantage.

Reconomy is committed to ensuring adherence to the highest legal and ethical standards. This **must** be reflected in every aspect of the way in which we operate. We must bring integrity to all our dealings. Bribery and corruption harms the societies in which these acts are committed and prevents economic growth and development.

This is not just a cultural commitment on the part of the company it is a moral issue and a legal requirement. Bribery is a criminal offence in the UK and is governed by The Bribery Act 2010, and corrupt acts expose the Company and its employees to the risk of prosecution, fines and imprisonment, as well as endangering the Company's reputation.

This policy has been adopted by the Board and is to be communicated to everyone involved in our business to ensure their commitment to it. The Board attaches the utmost importance to this policy and will apply a "zero tolerance" approach to acts of bribery and corruption by any of our employees or by business partners working on our behalf. Any breach of this policy will be regarded as a serious matter by the Company and is likely to result in disciplinary action or immediate termination of contracts in respect of our suppliers if after investigation they are found to be at fault.

2. What is Bribery and Corruption?

Bribery and corruption has a range of definitions in law, but the fundamental principles apply universally.

Bribery is the offer, promise, giving, demanding or acceptance of an advantage as an inducement for an action which is illegal, unethical or a breach of trust.

Corruption is the misuse of public office or power for private gain; or misuse of private power in relation to business outside the realm of government.

Acts of bribery or corruption are designed to influence the individual in the performance of their duty and incline them to act dishonestly. For the purposes of this policy, whether the payee or recipient of the act of bribery or corruption works in the public or private sector is irrelevant.

The person being bribed is generally someone who will be able to obtain, retain or direct business. This may involve sales initiatives, such as tendering and contracting; or, it may simply involve the handling of administrative tasks such as licenses, customs, taxes or import/export matters. It does not matter whether the act of bribery is committed before or after the tendering of a contract or the completion of administrative tasks.

3. What is a Bribe?

Bribes can take on many different shapes and forms, but typically they involve corrupt intent. There will usually be a '*quid pro quo*' – both parties will benefit. A bribe could be the:

- Direct or indirect promise, offering, or authorisation, of anything of value
- Offer or receipt of any kickback, loan, fee, reward or other advantage
- Giving of aid, donations or voting designed to exert improper influence

4. Who Can Engage in Bribery or Corruption?

In the eyes of the law, bribery and corrupt behaviour can be committed by any one of a number of individuals and although (not exhaustive) examples are given below:

- An employee, officer or director
- Any person acting on behalf of the Company (e.g our business partners-subcontractors or suppliers)
- Individuals and organisations where they authorise someone else to carry out these acts
- A public official
- A political candidate or party official
- A representative of a government-owned/majority-controlled organisation

5. What Does the Law Say About Bribery and Corruption?

Bribery is a criminal offence and penalties can be severe. In the UK the Bribery Act 2010 not only makes bribery and corruption illegal, but also **holds UK companies liable for failing to implement adequate procedures to prevent such acts by those working for the company or on its behalf, no matter where in the world the act takes place.**

In addition, current US legislation (Foreign Corrupt Practices Act or FCPA) offers similar prohibitions and potential penalties and is enforced with vigour by the US authorities. Although the Company's business activity is conducted in the domestic UK market and does not involve foreign markets it is in your interest, as well as those of the Company, that you act with propriety at all times. Corrupt acts committed, including those by business partners working on our behalf, may well result in an investigation, which could lead to prosecution.

6. What Steps Can We Take to Prevent Bribery and Corruption?

We can take the following steps to assist in the prevention of bribery and corruption:

A. Risk Assessment

Effective risk assessment lies at the very core of the success or failure of this policy. Risk identification pinpoints the specific areas in which we face bribery and corruption risks and allows us to better evaluate and mitigate these risks and thereby protect ourselves. – Any of which can vary. Local Management must assess the vulnerability of each business unit to these risks on an ongoing basis, subject to review by the Finance Director and, the Officer designated within the Company to be responsible for compliance.

N.B. risk assessment is intended to be an ongoing process with continuous communication between Local Management and the Company's designated Compliance Officer.

B. Accurate Books and Record-Keeping

Many serious bribery and corruption offences have been found to involve some degree of inaccurate record-keeping. We must ensure that we maintain accurate books, records and financial reporting within the Company and all its business units and for significant business partners working on our behalf. Our books, records and overall financial reporting must also be transparent. That is, they must accurately reflect each of the underlying transactions. False, misleading or inaccurate records of any kind could potentially damage Reconomy.

C. Effective Monitoring and Internal Control

Our business units must all maintain an effective system of internal control and monitoring of our transactions. Once bribery and corruption risks have been identified and highlighted via the risk assessment process, procedures can be developed within a comprehensive control and monitoring programmes in order to help mitigate these risks on an ongoing basis.

The Finance Director must ensure that Local Management engages in effective risk assessment and implements the necessary steps to prevent bribery and corruption. The Finance Director will consult with the Company's designated Compliance Officer, who will make available guidelines, principles and methodologies for the identification, mitigation and monitoring of these risks.

In this respect guidance has been published by the Ministry of Justice in the UK which is available at www.justice.gov.uk/guidance/bribery.htm

7. Where Do the Bribery and Corruption Risks Typically Arise?

Bribery and corruption risks typically fall within the following categories:

A. Use of Business Partners

The definition of a business partner is broad, and could include for example, any supplier or sub-contractors or consultants in Reconomy's supply chain who act on behalf of the Company. Whilst the use of business partners can help us reach our goals, we need to be aware that these arrangements can potentially present Reconomy with significant risks.

Risk can be identified where a business partner conducts activities on Reconomy's behalf, so that the result of their actions can be seen as benefiting Reconomy.

Business partners or any other party who act on Reconomy's behalf must be advised of the existence of and operate at all times in accordance with this policy.

Local Management is responsible for the evaluation of each relationship and determining whether or not it falls into this category.

Where risk regarding a business partner arrangement has been identified, Local Management – in conjunction with the guidance issued by the Ministry of Justice – must:

- Evaluate the background, experience, and reputation of the business partner
- Understand the services to be provided, and methods of compensation and payment
- Evaluate the business rationale for engaging the business partner
- Take reasonable steps to monitor the transactions of business partners appropriately
- Ensure there is a written agreement in place which acknowledges the business partners understanding and compliance with this policy

Reconomy is ultimately responsible for ensuring that staff and business partners who act on our behalf are compliant with this policy as well as operating in accord with that required by Law. Ignorance or "turning a blind eye" is not an excuse. As the business partner evaluation process will vary by business unit and type of business partner, Local Management should consult in the first instance with the Company's Finance Director. Local Management and the Finance Director should consult with the Company's designated Compliance Officer where necessary.

B. Gifts, Entertainment and Hospitality

Gifts, entertainment and hospitality include the receipt or offer of gifts, meals or tokens of appreciation and gratitude, or invitations to events, functions, or other social gatherings, in connection with matters related to our business. These activities are acceptable provided they fall within reasonable bounds of value and occurrence.

How to evaluate what is 'acceptable':

First, take a step back and ask yourself the following:

- What is the intent – is it to build a relationship or is it something else?
- How would this look if these details were on the front of a newspaper?
- What if the situation were to be reversed – would there be a double standard?

If you find it difficult to answer one of the above questions, there may be a risk involved, which could potentially damage Reconomy's reputation and business. The action could well be unlawful.

Although no two situations are the same, the following guidance should be considered:

Never acceptable

Circumstances which are never permissible include examples that involve:

- A "quid pro quo" (offered for something in return)
- Gifts in the form of cash/or cash equivalent vouchers
- Entertainment of a sexual or similarly inappropriate nature

As a general rule, Reconomy employees and business partners should not provide gifts to, or receive them from, those meeting our definition of a government official in section 4 (or their close families and business associates). If there is doubt the Company's designated Compliance Officer should be consulted for advice.

Usually acceptable

Possible circumstances that are usually acceptable include:

- Modest/occasional meals with someone with whom we do business
- Occasional attendance at ordinary sports, theatre and other cultural events
- Gifts of nominal value, such as pens, or small promotional items

If you feel uncertain at any time regarding acceptability of gifts, entertainment or hospitality, please consult the Company's designated Compliance Officer. In addition, if an example does not fall under the above categories, please in the first instance seek guidance from the Company's designated Compliance Officer. Generally, such examples would not be permissible without prior approval.

Transparency is key

Each Business unit will be required to maintain and monitor its gifts, entertainment and hospitality register. Any form of gift, entertainment or hospitality given, received or offered – which meets or exceeds the equivalent of [£100] in value – must be appropriately recorded in the register. In the event that an impermissible form of gift, entertainment or hospitality has been accepted, **you must** appropriately record the transaction within the register and contact the Company's designated Compliance Officer immediately.

C. Facilitation Payments

Although Reconomy transact business only in the UK domestic market examples of facilitation payments are summarized as follows to provide guidance and awareness for you

In many countries, it is customary business practice to make payments or gifts of small value to junior government officials in order to speed up or facilitate a routine action or process. It may be that we need to obtain licences or permits faster than the normal course.

Despite this, facilitation payments as defined here are against the Reconomy Policy and we take the view that they are illegal within the UK. The UK Bribery Act 2010 makes no distinction between facilitation payments and bribes.

However, in the event that a facilitation payment is being extorted or requested you must immediately contact the Company's Compliance Officer.

If you are unsure whether certain payments which resemble the definition of facilitation payments are permissible, please contact the Company's Compliance Officer.

8. Local Adaptation

In order for this policy to be effective, it is necessary for it to be applied on a mandatory basis throughout the Company.

9. How to Raise a Concern

As individuals who work on behalf of Reconomy, we all have a responsibility to help detect, prevent and report instances not only of bribery, but also of any other suspicious activity or wrongdoing. Reconomy is absolutely committed to ensuring that all of us have a safe, reliable, and confidential way of reporting any suspicious activity. We want each and every one to know how they can "speak up".

If you have a concern regarding a suspected instance of bribery or corruption, please speak up – your information and assistance can only help. The sooner you act the better for you and for the Company. To help, we have created multiple channels to allow you to do this.

If you are concerned that a corrupt act of some kind is being considered or carried out – either within Reconomy, by any of our business partners or by any of our competitors – you must report the issue/concern to your Line Manager and the Company's Compliance Officer. If for some reason it is not possible to speak to your Line Manager, please then report it to another Senior Manager, the Company Secretary, or to the Legal Department.

If you are not comfortable with speaking directly to a colleague or anyone mentioned above, Reconomy has introduced an online reporting facility accessed at complianceofficer@reconomy.com for all employees and relevant business partners to use. The online facility has the capacity to handle anonymous complaints and has restricted access, limited to the Company's Compliance Officer.

In the event that an incident of bribery, corruption, or wrongdoing is reported, we will act as soon as possible to evaluate the situation. Reconomy has clearly defined procedures for investigating fraud, misconduct and non-compliance issues and these will be followed in any investigation of this kind. If you have any questions about these procedures, please contact the Company's Compliance Officer.

10. Conclusion and Certification

It is the ultimate responsibility of the Board routinely to refresh and reinforce this policy and its underlying principles and guidelines. Local Management, under the overview of the Company's Finance Director are responsible for the establishment and ongoing monitoring of compliance with sections 6, 7 and 8 of this policy. All Reconomy business unit employees and relevant business partners are responsible for annual certification as to the receipt and understanding of this policy as part of our annual compliance training and supply chain management procedure.