



INSTRUCTIONS TO CONTRACTORS RELATING TO HEALTH AND SAFETY MATTERS WHEN WORKING ON COMPANY PREMISES

1. DEFINITIONS

- 1.1 In these Instructions, “Company” means Wincanton Group Limited and any of its subsidiaries. “Contractor” means any company, firm or person undertaking work or services of any description on the Company’s premises to the Company’s order. “Company Manager” means any person authorised as agent or otherwise by the Company to act on its behalf in dealings with a Contractor “The Act” means the Health and Safety at Work etc. Act 1974 (or any consolidation or re-enactment thereof)
- 1.2 These Instructions shall be deemed to be incorporated into any relevant contract for work on behalf of the Company and shall prevail in the event of any inconsistency between them and any other term of the contract. They shall be used in conjunction with the relevant permit to work form issued by the company.
- 1.3 Before commencing work the contractor shall complete the relevant permit to work form.
- 1.4 On completion of the work, the contractor shall sign off the relevant permit to work form and return to the company.

2. INTRODUCTION

- 2.1 These Instructions have been devised to ensure that work on the Company’s premises is carried out in a manner which is safe for those engaged in the actual work and those in the vicinity. These Instructions shall not in any way limit the obligation of the Contractor or of his employees or Sub-contractors under the Act and any other relevant legislation. These Instructions shall not be taken to impose any additional duties or greater responsibility on the Company other than that required by the above Act or any other relevant legislation.
- 2.2 The Contractor must ensure that he is insured and kept insured with a reputable insurance company at a prudent level of cover against any employee’s liability claim and any liability arising out of any loss, damage or injury suffered by the Company or its employees or any third party whether as a result of the Contractor’s failure to comply with the terms of the Instructions or otherwise and shall indemnify and keep indemnified the Company against any liability arising out of such loss, damage or injury.
- 2.3 The Contractor must not carry out or allow to be carried out any work which may cause risk to the health, well-being or safety of any person or damage to property unless the Contractor has taken all reasonable precautions, in addition to any specific requirements contained in any document on which the Contractor has been invited to tender for the work.
- 2.4 The Company Manager has the right to stop work if unsafe practices are observed, and will notify the Contractor’s site representative to order such stoppage and the Contractor shall not re-commence work until the situation has been completely remedied. The Company will not accept responsibility for increased costs arising out of such action which costs shall be met by the Contractor.

3. GENERAL SAFETY INSTRUCTIONS

- 3.1 The Contractor must inform the Company Manager (preferably in writing) before starting work on the Company’s premises and a relevant permit to work must have been issued before commencement. The Contractor shall ensure that the arrival and departure of its employees, including Sub-contractors, is reported to the Company Manager. Where special dangers exist, the Contractor shall detail them, together with the preventive measures to be taken on the responsibility of the Contractor, the Company Manager, and such work shall be covered by the Permit to Work, issued by the Company.

- 3.2 The Permit to Work will be necessary where work involves the use of any process, material or method which may affect the health and safety of the Company's personnel, or the employees of the Contractor or Sub-contractor (including, for example, work involving asbestos, toxic substances, explosives, electricity, highly flammable liquids, compressed gases or oxygen, radioactive isotopes, ionising radiation, processes with high noise levels or working in confined spaces).
- 3.3 Whenever possible the Company will designate premises where only Contractor's staff will work (hereinafter referred to as 'Designated Premises') and which expression shall include, for the purposes of these Instructions, any access (or part thereof) designated by the Company for the exclusive use of the Contractor, and any Sub-contractor and its or their servants, agents, and invitees. The designation of such premises by the Company shall (solely for the purposes of S.4 of the Act but for no other reason) have the effect of transferring to the Contractor during the term of the Contract the full extent of control of the Designated Premises and the full responsibility for ensuring the safety of the Designated Premises and of any plant, equipment, machinery, appliances, and substances therein.
- 3.4 When it is necessary for Contractor's staff to work in areas other than Designated Premises, authorisation will be obtained from the Company Manager and the Contractor will ensure the observance by its and any Sub-contractors workforce of any instructions, practices and procedures adopted by the Company in respect of its own workforce concerning matters of health and safety in such premises.
- 3.5 All staff of the Contractor will report their arrival and departure to the Company Manager.
- 3.6 The Contractor will be responsible for relevant Sub-contractors and will report all arrivals and departures of such to the Company Manager.
- 3.7 Access between the entrance to Company property and any Designated Premises shall be only by routes designated by the Company.
- 3.8 Where the use of Company facilities e.g., toilets, washrooms, canteen, car parks etc., by Contractor's staff is agreed, or when it is necessary for Contractor's staff to work in areas other than Designated Premises, access shall be only by routes designated by the Company.
- 3.9 The Company Manager may, at his discretion, supply First Aid facilities for the Contractor, provided that arrangements are agreed prior to the start of work. Any such facilities will be deemed to be provided by the Company as agent for the Contractor.
- 3.10 The Contractor will indemnify the Company in respect of all claims and liabilities arising directly or indirectly out of any act or omission of the Company, its servants or agents, in the provision of the facilities specified in 3.3, 3.4, 3.7, 3.8 and 3.9. To the extent that such arrangements are not made the Contractor must provide his own facilities in compliance with the relevant legislation.
- 3.11 The Contractor will be responsible for the statutory recording and reporting of all accident injuries and dangerous occurrences involving the Contractor's and Sub-contractors' employees and plant, equipment and machinery. The Contractor must provide information of these incidents to the Company Manager to enable the Company to fulfil its statutory obligations and those of its insurers.
- 3.12 The Contractor will be responsible for providing and, as far as is reasonably practicable, enforcing the use by its employees and Sub-contractors at all relevant times of any personal protective equipment required to be used in conformity with any relevant statutes, regulations or codes of practice in force from time to time.
- 3.13 The Contractor will be responsible for ensuring that safe systems of work are implemented throughout the work in compliance with the Act and all other relevant legislation.

4. PLANT MATERIALS AND EQUIPMENT

- 4.1 During the work the Contractor will be responsible for the control and ensuring the safety of all plant, materials, equipment, machinery and appliances to be used on the Company's premises and for their conformity to all relevant statutes, regulations or codes of practice in force from time to time.
- 4.2 The Contractor will be responsible for ensuring that its workforce and that of any Sub-contractors are properly trained in the use of all plant, materials, equipment, machinery and appliances, in particular dangerous or flammable substances.
- 4.3 The Contractor must not make use of Company electricity, gas, water, compressed air supplies or other services without first obtaining permission of the Company Manager.
- 4.4 Wherever possible, portable electrical equipment should utilise a 110 volt supply taken from a centre-tapped transformer; where this is not possible a differential safety unit must be used. Cables supplying portable equipment must be properly connected to the supply and all electrical equipment must be constructed, used and maintained in accordance with the Electricity at Work Regulations 1989.

The portable equipment must be packed to ensure safe transportation and sealed to ensure that it cannot be tampered with by unauthorised persons. A certificate confirming compliance with the Electricity at Work Regulations 1989 should be issued with the equipment. Equipment delivered to any site may only be unpacked by the installing "expert" in the presence of the Company Manager of that site or a deputy nominated by him.

- 4.5 In view of possible interference with underground electrical cables, drains, water and gas mains etc., excavation work must only be started after consultation with the Company Manager; that notwithstanding, the Contractor will remain responsible for any ensuing damage.
- 4.6 The Contractor will be responsible for providing all necessary protective equipment, including clothing, keeping it in good serviceable condition throughout the work, and ensuring that it is used by its employees and Sub-contractors.
- 4.7 The Contractor shall be responsible for ensuring that safe systems of work are implemented throughout the term of the contract and that these comply, as necessary, with the requirements of the Health & Safety at Work Act 1974, the Act and all Regulations and Codes of Practice for the time being and from time to time thereunder or under any other relevant legislation.
- 4.8 The Contractor will not bring substances onto site that are flammable, toxic, harmful, irritant or dangerous to the environment without prior authorisation in writing from the Company Manager. Where these substances are required onsite, supporting evidence will be provided by the Contractor that appropriate risk assessments are available for the way in which such substances will be stored, used or discarded.
- 4.9 The Contractor will not permit, or unknowingly cause, any substance to discharge to the Company's drains or grounds without prior consent from the Company Manager. This is to ensure that any discharge consents agreed with the local water company are not breached, or that environmental pollution is avoided.

5. FIRE PRECAUTIONS

- 5.1 The Contractor shall be responsible for the fire precautions, providing any necessary fire-fighting equipment in Designated Premises.
- 5.2 In the event of fire, the Contractor shall comply with the local Company instructions (if any), attached as an Appendix to these Instructions.
- 5.3 The Contractor shall ensure strict observance by his workforce and the workforce of any Sub-contractor of all rules and instructions issued by the Company with a view to complying with statutory requirements relating to health, safety and hygiene. In particular, smoking shall be allowed only in those areas detailed as Smoking Areas in the relevant Appendix to these Instructions.

- 5.4 The Contractor must inform the Company Manager before any “hot work” involving the use of welding equipment, blow lamps or any open flame is undertaken anywhere on the premises. In certain areas specified by the Company or as required by Statute or Regulations, flame-proof equipment must be used. Methods of working must be agreed with the Company Manager who will issue a Permit to Work.
- 5.5 The Contractor must take steps to ensure that, in the event of “hot work” being undertaken, the area having been worked on is inspected continuously for at least one hour after completion of the work.
- 5.6 Emergency exits and fire-fighting area routes must not be blocked, and fire alarms and fire fighting equipment must not be obstructed or put out of action. If certain work cannot be carried out without causing such conditions the Company Manager must be consulted and his consent obtained before starting work.
- 5.7 The accumulation of combustible materials or flammable liquids must be avoided, such materials being removed from site at the end of each day to a safe distance from buildings and vehicles.

6. CONSTRUCTION SAFETY

- 6.1 Before leaving work scaffolding must be left secure, all loose tools and materials secured or brought down to ground level and suspended loads lowered to the ground.
- 6.2 Plant machinery or equipment being installed, modified, repaired or removed must be properly guarded and left in safe condition when unattended.
- 6.3 Live electrical equipment or circuits must be properly isolated or protected in accordance with the relevant legislation and warning notices alone will not be sufficient in this respect.
- 6.4 Overhead work must not start until the Company Manager has been informed and adequate precautions taken by the Contractor to ensure the safety of persons and property below, including warning notices posted by the Contractor.
- 6.5 Special attention must be paid to roofs made of fragile materials and crawling boards must be used where appropriate. On all roof work the Contractor must maintain liaison with the Company Manager to establish a safe means of access and a procedure for clearing work areas below. The Contractor must only employ experienced operatives on roof work. The Contractor must advise the Health and Safety Executive of all contracts including work on roofs lasting for more than six weeks.
- 6.6 Excavations must be properly fenced off or covered and, where necessary, protected by suitable warning lamps illuminated during the hours of darkness or poor visibility. Debris must be removed progressively and not allowed to obstruct gangways etc. Mud must not be allowed to remain on roadways, passageways or gangways.
- 6.7 If work entails removing thermal insulation materials, the Contractor must first ascertain if they contain asbestos material. If they do the proposed method of work must be discussed with the Company Manager to ensure that the system of work adopted adequately protects the health and safety of all personnel on site. Any work with asbestos must at all times comply with any regulations and codes of practice relating to this material.

7. DISCIPLINE

- 7.1 The Contractor shall ensure strict observance by his workforce and the workforce of any Sub-contractor of these Instructions and any rules and instructions issued pursuant thereto.
- 7.2 Serious breaches of these Instructions may result in the individual or Contractor concerned being asked, at the Company’s discretion, to leave the Company’s premises.

Feb 2006