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HRUK Suppliers - HSE Conditions

Business-wide

Hitachi Rail Limited

HRE-HSA-PRO-0055 Issue 1.0

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All UK Sites	Procurement, HSE, Location Managers

Referenced Document

Document Reference	Document Title
HRE-HSA-POL-004	Drugs and Alcohol Policy
HRE-MAI-POL-001	Safety Critical Working Policy
HRE-HSA-PRO-0011	Hours of Work and Fatigue Management Procedure
HRE-HSA-PRO-0008	Accident and Incident Management and Investigation Procedure
HRE-HSA-PRO-0003	Personal Protective Equipment Procedure

Appendices

Document Reference No.	Document Title
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Forms/ Records

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N/A		

Definitions

Terms	Definitions
AC	Alternating Current
DC	Direct Current
HRUK	Hitachi Rail Limited or the UK business of such legal entity
HRUK Sites	Means any UK locations or sites operated by HRUK, including any locations identified in Paragraph 4.1 of this document.
HSE Conditions	Means any and all health and safety requirements, principles, policies, terms and conditions set out in the HSE General Terms and Conditions, as amended, modified and/or supplemented by any HSE Specific Terms and Conditions.
HSE General Terms and Conditions	Means any and all requirements, principles, policies, terms and conditions set out in this document, together with any of the same which is set out in another document referred to in this document or which the Supplier must follow in order to carry out works and/or provide services to HRUK.

HSE Specific Terms and Conditions	Means any and all specific HSE requirements, principles, policies, terms and conditions specified in any contract between HRUK and the Supplier or which is otherwise agreed by the parties as being applicable to the scope of work.
HSE Rules	Document which provides site specific information relating to hazards and rules on HRUK Sites
HSE	Health, Safety, Environment
OLE	Overhead Line Equipment
PPE	Personal Protective Equipment
RAMS	Risk Assessment Method Statement
Supplier	Means any supplied engaged by HRUK from time to time
Supplier's Personnel	The Supplier's representative together with any and all employees, consultants, agents and subcontractors which it engages in relation to the provision of the services
Works Contract	Means any contract for works, activities or services supplied to HRUK all or part of which is performed at any HRUK Sites
WPP	Work Package Plan
UKAS	United Kingdom Accreditation Service

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1 Purpose

The purpose of the HSE Conditions is to identify, manage and control risk down the supply chain for contracted work on Hitachi Rail Sites. The HSE Conditions enables HRUK to identify, against the particular package of work, what risks need to be considered during implementation.

The HSE General Terms and Conditions provide a set of requirements of general applicability to all suppliers. The "default" position is that, unless any of the HSE General Terms and Conditions are expressly modified by any HSE Specific Terms and Conditions, the HSE General Terms and Conditions shall apply in full to each supplier performing any services for or on behalf of HRUK.

Notwithstanding the general applicability of the HSE General Terms and Conditions, prior to contract signature, any HSE Specific Terms and Conditions can be identified, agreed with the Supplier and applied to the contract to mitigate those risks.

The HSE Conditions shall then consist of the HSE General Terms and Conditions, with any modifications identified and specified in the HSE Specific Terms and Conditions.

The HSE Conditions will enable Supplier organisations and other parties working under a contract with HRUK to cascade the appropriate requirements to the Supplier's Personnel to ensure that risks are understood, and controls embedded in plans and working arrangements.

2 Scope

The HSE Conditions apply to every Works Contract and are hereby incorporated into the Works Contract by reference.

The HSE General Terms and Conditions shall apply in full to each supplier performing any services for or on behalf of HRUK.

HRUK shall determine any HSE Specific Terms and Conditions on the basis of risk associated with the works, activities or services.

HSE Conditions applicable to each and every Works Contract shall be the HSE General Terms and Conditions, as modified and/or supplemented by any HSE Specific Terms and Conditions.

HRUK may apply additional conditions related to HSE, in whole or in part, to any other contract that involves or otherwise affects, HRUK's business.

Concessions to standards are only required to those standards that are determined by the scope and when those standards are not met.

3 Roles and Responsibilities

3.1 HRUK

- ✓ Ensuring the requirements outlined in this policy are managed in all contracts and services where they are applicable.
- ✓ Identify the point of contact that will represent HRUK for the Supplier. This representative shall be responsible for ensuring Supplier compliance with HRUK's Standards and Policies.

3.2 The Supplier

- ✓ Managing the activity of the Supplier's Team so that compliance with the HSE Conditions is achieved.
- ✓ Satisfying HSE Conditions applicable to the works.
- ✓ Have or develop a comprehensive knowledge of the HSE Conditions and associated Standards and Policies.
- ✓ Have or develop an understanding of how the works can impact HRUK staff, customers and assets.
- ✓ Ensure that the Supplier's Team comply with all applicable HSE Conditions and associated HRUK Standards and Policies.
- ✓ Upon contract award, the point of contact who will represent the Supplier's Team, where applicable. This representative shall assure HRUK that full compliance with HSE Conditions is being achieved within the Supplier's Team. This work may be amalgamated within other, recognised roles within the Supplier's Team.

4 Agreement of HSE Specific Terms and Conditions

The HSE Specific Terms and Conditions shall be used by HRUK to identify and apply relevant requirements to packages of work.

The applicable conditions shall be identified by competent persons.

Where HSE Specific Terms and Conditions are produced, they shall be issued as a part of the Invitation to Tender (ITT).

The Supplier shall evaluate the scope of work against each of the HSE General Terms and Conditions and any HSE Specific Terms and Conditions selected by HRUK as applicable as part of the ITT process. If the Supplier's selection of requirements differs from that of HRUK, then the Supplier shall give a clear explanation of the reason for these differences as part of the tender.

Differences in HRUK and Supplier condition selections will be discussed and resolved with the HRUK's representative at subsequent tender review meetings.

The agreed version of the HSE Conditions shall form part of the Works Contract. The Supplier is required to comply with the HSE Conditions as if they were expressly set out in the Works Contract and the breach of any of the HSE Conditions shall, notwithstanding any term in the Works Contract specifying otherwise, be a material breach by the Supplier of the Works Contract and shall entitle HRUK to terminate the Works Contract with immediate effect and without being liable to pay the Supplier any compensation.

The HSE Conditions shall be followed by both HRUK and the Supplier's Team according to the Roles and Responsibilities set out in Section 3 of this document.

The conditions shall be reviewed and updated as required by both parties should the contract be varied to include significantly additional, or different, works or services.

4.1 HRUK Sites

HRUK comprises of manufacturing, testing, rail control and service and maintenance provision. This includes maintenance management and maintenance delivery involving repair, modifications and cleaning of passenger rail vehicles.

HRUK directly operates from the following sites:

- ✓ Headquarters - Ludgate Hill
- ✓ Newton Aycliffe Manufacturing Facility
- ✓ Arlington
- ✓ Ashford
- ✓ Bounds Green
- ✓ Craigentenny
- ✓ North Pole
- ✓ Stoke Gifford
- ✓ Doncaster Carr

HRUK also operates from third party locations via depot access agreements and will advise Suppliers of the applicable HSE conditions agreed between HRUK and relevant third parties e.g. the depot facility operator.

These locations are high hazard environments with railway specific hazards to be aware of:

- ✓ Open pits may be present on sites.
- ✓ Overhead Line Equipment (where fitted) is 25kv AC and must be treated as live at all times. No person or equipment shall be within 2.75 meters of OLE without first obtaining the relevant isolation permit.
- ✓ DC Conductor Rails (where fitted) is 750v DC and must be treated as live at all times. Arrangements must be implemented prior to any work taking place within 300mm or that could generate a risk of people or equipment making contact with the conductor rail.
- ✓ Rail Vehicle movements take place frequently on sites and although warning systems are in place within maintenance buildings, other areas of the sites may have no warning of movements.

4.2 Critical Risks and Life Saving Rules

HRUK has identified key critical HSE risks associated with operations performed by our teams. To ensure these risks are appropriately controlled, HRUK has established directives that include the minimum essential controls to be implemented at our sites. The Supplier shall ensure that controls measures within RAMS meet the required level of the critical risk directives, liaising with the HRUK Representative for support. The following are HRUK defined critical risks:

- ✓ Rail Vehicle Movements
- ✓ Electrical Safety
- ✓ Working at Height
- ✓ Material Handling
- ✓ Confined Spaces
- ✓ Fire and Explosion
- ✓ Vehicle and Plant
- ✓ Remote and Lone Working
- ✓ Stored Energy
- ✓ Machinery
- ✓ Contractor Management

To support the critical risks HRUK has identified 11 lifesaving rules to be followed, no matter who you are or work for, where you work or what you do. The Supplier shall ensure that all members of the Supplier's Team follow the lifesaving rules below.



4.3 HRUK Site Induction

HRUK has developed an electronic HSE Induction, which the Suppliers personnel and any visitors shall undertake when attending any of our sites. The induction shall be done at each site which the Suppliers personnel and visitors attend and is not transferable.

Additional training may be required dependant on the nature and location of the work.

4.4 Supplier's Selection of Sub-Contractors

The Supplier shall undertake all due diligence checks required on proposed sub-contractors to ensure any proposed sub-contractor meets the pre-qualification requirements required for the contract. The Supplier shall constantly monitor the performance of any approved sub-contractor and maintain a procurement management system, providing evidence of the Supplier's evaluation and performance monitoring activities of all proposed sub-contractors as requested by HRUK.

Any use of sub-contractors not originally provided at tender shall be agreed with HRUK prior to using them.

4.5 Identification of Safety Critical Activities

Suppliers shall identify all Safety Critical Activities associated with the contract and submit details with their tender. HRUK Safety Critical Activities should be identified as set out in legislation and HRUK Standard Control of Safety Critical Work (HRE-MAI-POL-001). Agreement shall be reached between HRUK and the Supplier regarding which Safety Critical Activities are associated with the contract.

The Supplier shall regularly review the method of work and identify any further safety critical tasks for agreement with HRUK before starting that activity.

4.6 Works Environmental Management

The Supplier shall develop and document arrangements for managing environmental impacts.

The Supplier shall:

- ✓ Ensure that the required arrangements are agreed with HRUK prior to works commencing on site. Including, identifying how their activities may impact HRUK's Environmental Aspects and Impacts.
- ✓ Agree, maintain, and periodically review with HRUK the arrangements and amendments to any controls.

4.7 Risk Assessments and Method Statements (RAMS)

The Supplier is free to use its own format for Risk Assessments and Method Statements (RAMS), sometimes referred to as Work Package Plans (WPP). HRUK does not mandate a specific format, however, expect site hazards and controls from the HSE Rules provided by HRUK to be specified within the RAMS as applicable to the scope of work.

Suppliers shall visit the HRUK Sites where work is to take place to make a suitable assessment of the work area and scope of work with the HRUK Representative.

RAMS shall be supplied a minimum of 14 days in advance of work starting to allow time for suitability review and amendments as required.

4.8 Emergency Arrangements

The Supplier shall define Emergency Arrangements relating to fire and other health, safety and environmental emergencies and ensure that all personnel are aware of the contents. The Emergency Arrangements shall define the procedures, measures and equipment that will be implemented to eliminate or minimise the identified hazards and the potential hazards, including those specified by HRUK.

All such plans shall reflect and be complementary to local HRUK emergency evacuation procedures.

The Emergency Arrangements shall be documented within the risk assessments and method statements.

4.9 Welfare Arrangements

Use of HRUK's welfare facilities are available and must be respected by the Supplier's Team.

Additional welfare arrangements may be required depending on the nature and duration of planned works and shall be agreed with HRUK.

4.10 Accessing HRUK Sites

All access to HRUK Sites shall be pre agreed with the relevant HRUK contact in advance of the visit and as set out below:

- ✓ For general visits that are non-intrusive, this is agreed with the relevant HRUK contact.
- ✓ Where this is to undertake works, it shall only be agreed once RAMS have been reviewed and approved by HRUK.
- ✓ For emergency/call out, this shall be directed by HRUK.
- ✓ The Supplier's Team shall report to site security and reception areas for registration.
- ✓ Visitor passes given to the Supplier's Team shall be held on the person, be visible at all times and handed back to site at the end of shift.

4.11 Work Planning

All planned work, after approval, is documented within HRUK's Contractor Management Plans.

Work cannot take place unless it has been agreed with the site and scheduled within the Contractor Management Plan.

4.12 Drugs and Alcohol

In compliance with HRUK's Drugs and Alcohol Policy (HRE-HSA-POL-004) individuals are prohibited from consuming alcoholic drinks or consuming or using drugs on HRUK Sites, or from being under the influence of alcohol, drugs or other substances that might impair the proper performance of their duties on HRUK Sites.

Suppliers undertaking safety critical activities or working in an operational environment must demonstrate they have an appropriate Drugs and Alcohol screening program. This shall include:

- ✓ Pre-employment testing for new employees
- ✓ Unannounced random testing (of at least 7.5% of the Supplier's Team per annum)
- ✓ Post Incident testing procedures following an incident or accident,
- ✓ Reasonable Suspicion, if a member of the Supplier's Team is suspected of being under the influence of drugs or alcohol.

Failure to comply with this requirement may result in civil or criminal action against the individual, the Supplier or both. Testing will be undertaken at the Supplier's expense.

Suppliers working on Network Rail Managed Infrastructure shall demonstrate they have a program in place to test a minimum of 20% of the headcount of the workforce, in accordance with NR/L2/OHS/00120.

4.12.1 Testing for Drugs and Alcohol, Certification and Evidence

Suppliers are required to ensure their Drug and Alcohol screening program meets good industry standards in terms of qualification and competence of specimen collectors, chain of custody procedures and laboratory drug testing panel coverage and UKAS accreditation standards.

The drugs subject to testing are Amphetamines, Benzodiazepines, Cannabis, Cocaine, Methadone, Opiates, MDMA (ecstasy), Tramadol and Ketamine.

Any individual who has breath alcohol concentration that exceeds 13 microgrammes per 100 millilitres, confirmed by appropriate test is deemed in breach and shall be permanently removed from HRUK Sites in accordance with HRUK's Drugs and Alcohol Policy.

Such records shall upon request be made available for inspection by the HRUK appointed representative.

4.13 Control of Hours Worked

Suppliers shall comply with the Working Time Regulations, HRUK's Hours of Work and Fatigue Management Procedure (HRE-HSA-PRO-0011) and any subsequent amendments. The following requirements shall be followed by the Supplier:

- ✓ No more than 13 turns of duty in any 14 day period
- ✓ No more than 12 hours worked per turn of duty
- ✓ No less than a 12 hour period between booking off duty to booking on for the next duty

- ✓ No more than 72 hours in a 7 day period
- ✓ Not plan door to door time to exceed 14 hours, this includes travelled time and work time

The Supplier shall maintain records of employee's working hours and these shall be made available to HRUK, immediately upon request, for monitoring and audit purposes.

4.14 English Language

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

- ✓ Oral communications
- ✓ All written communications and instructions including any training or technical material provided by any Supplier following the modification, renewal or replacement of any asset.

Those that have responsibility for managing the contract and the Supplier's Teams whilst they are working on HRUK sites shall be able to communicate in both written and oral English to a standard appropriate to the tasks being performed.

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

- ✓ The Supplier's Team will receive the required safety training/briefing (including any emergency procedures) before commencing work;
- ✓ The Supplier will make appropriate arrangements to ensure that instructions are effectively communicated to, and understood by the Supplier's Team.

4.15 Training and Competence

4.15.1 Safety Critical Staff

The Supplier shall demonstrate the competence, medical fitness, qualifications, and training of staff for the services they are due to undertake.

Where services are deemed as safety critical the Supplier shall ensure compliance with the Railways and Other Guided Transport Systems (Safety) Regulations, specifically Part 4 "Safety Critical Work".

4.15.2 Training

The Supplier shall maintain an appropriate Learning Management System and ensure that the Supplier's Team are suitably qualified and experienced, and fully aware of HSE requirements and the controls and process to manage the risks pertinent to both the Services and their individual roles.

Where required by the contract and before starting work on HRUK's sites, the Supplier's Team shall attend and achieve the required standard in the courses agreed with HRUK.

The Supplier's Team attending any of HRUK's training courses shall not have performed work in the 12 hours preceding the start of the course.

4.15.3 Asset Specific Competence

Suppliers shall demonstrate to HRUK the competency to perform works on specific assets as required by the applicable legislation and standards through applicable training, experience and qualifications.

4.15.4 Identification of Suppliers Staff

The Supplier's Team shall wear high visibility clothing which carries the Supplier's company name, at all times when on HRUK Sites or Third Party Sites on behalf of HRUK.

The Supplier's Team are not permitted to wear HRUK branded high visibility clothing or dual branded high visibility clothing. HRUK will pre-agree with any contingent labour Supplier the appropriate branding to be used.

High visibility vests shall comply with the requirements of HRUK's Personal Protective Equipment Procedure (HRE-HSA-PRO-0003).

4.16 Clothing

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

The wearing of hats, clothing with hoods or draw strings and any other headwear is prohibited when working on HRUK Sites with the exception of:

- ✓ Hoods or headwear required as PPE as identified by risk assessment
- ✓ Headwear specifically designed to be compatible with PPE
- ✓ Turban-wearing Sikhs

4.17 Permits and Licences

A Permit to Work shall be issued by HRUK for all Supplier work on HRUK Sites, with additional permits required for specific high-risk activities which may include but are not limited to:

- ✓ Hot Work
- ✓ Working at Height
- ✓ Confined Spaces
- ✓ Electrical Work including Overhead Line Equipment
- ✓ Excavations
- ✓ Possessions
- ✓ Line Blocks (from rail vehicle movements)

The Permit to Work is valid for the period stated and must be returned to the HRUK Representative on completion or suspension of all work. The Suppliers staff shall ensure the Permit to Work has been correctly handed back to HRUK prior to leaving site.

The Supplier shall ensure staff attending HRUK Sites hold and present any required licences to support the work being undertaken which could include:

- ✓ Forklift Truck Licence
- ✓ IPAF
- ✓ Waste Carriers Licence
- ✓ Insurances

Where the Suppliers staff fail to produce the required licences when requested to do so, they will be prevented from using the applicable equipment, even when this is not a HRUK asset.

4.18 Point of Access Checks

The Supplier must be prepared to show evidence of:

- ✓ Approved RAMS
- ✓ Appropriate Personal Protective Equipment (PPE)
- ✓ Any applicable licences or insurances for the work
- ✓ Environmental controls in place

The Supplier shall ensure that copies of the relevant HSE arrangements and safe systems of work are readily available at HRUK Sites.

4.19 Removal of Supplier Personnel from HRUK Premises

Suppliers shall take appropriate actions to prevent and eliminate unacceptable behaviour or conduct. HRUK reserves the right to object to and (where appropriate) immediately expel any of the Supplier's Team employed from HRUK Sites.

4.20 Accidents and Incidents

The Supplier shall immediately notify HRUK of any injury, incident or dangerous occurrence on a HRUK Site involving the Supplier's Team and shall comply with HRUK's Accident and Incident Investigation and Management Procedure (HRE-HSA-PRO-0008). In the event of a HSE Event, the Supplier shall cooperate with the investigation as directed by HRUK to prevent a re-occurrence of the event.

The Suppliers shall have contingency plans and remedial measures for accidents and incidents, including provision of support for individuals experiencing trauma resulting from an event.

Should any damage occur to an asset the Supplier shall immediately report the damage to the HRUK Site Representative.

The Supplier is not permitted to rectify the damage for works out of scope as this may increase the risk of a consequential incident.

4.21 Notification of Regulatory Action or Concern

The Supplier shall notify HRUK of any regulatory concern or action immediately. The notification shall include a description of the concern or action, the response, and any additional information to aid understanding. Copies of any communication in connection with the regulatory concern or action shall be provided.

4.22 Confidential Incident Reporting and Analysis System (CIRAS)

Suppliers shall ensure that all staff are aware that they can contact the CIRAS on FREEPHONE 0800 4 101 101 at any time, should they wish to report (in complete confidence) any matter of health, safety or environmental concern, where existing reporting systems are considered to have been ineffective or inappropriate.

Suppliers, their employees and supply chain shall cooperate fully with any investigation arising from the use of CIRAS.

4.23 Monitoring the Supplier's Team

The Supplier shall monitor the performance of the Supplier's Team and ensure that the results are used to:

- ✓ Control their activities.
- ✓ Assess its Suppliers' suitability for future works.

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

4.24 HSE Surveillance by Suppliers

The Supplier shall submit to HRUK the details of their proposed level of site HSE Surveillance. Such details shall include outline programs for:

- ✓ HSE tours and detailed site inspections.
- ✓ Auditing of site activities to ensure that the correct HSE management procedures are followed.

4.25 Work Location HSE Inspection and Audit

All Suppliers shall provide full and free access to HRUK to carry out audits and site inspections to monitor compliance with RAMS and the HSE conditions attached to their contract.

HRUK may at any time undertake inspections of the equipment and documentation, audit or check any aspect of the Supplier's performance of the contract or other compliance requirements. HRUK shall inform the Supplier of the objective of any audit prior to its commencement.

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

- ✓ Granting access to any premises, equipment, plant, machinery or systems used in the Supplier's performance of the contract, or where such premises, equipment, plant, machinery or systems are not the Supplier's own using reasonable endeavours to procure such access.
- ✓ Ensuring that appropriate systems are in place to prevent unauthorised access to, extraction of and alteration to data during the audit.
- ✓ Making any contracts, other documents and records referred to in the HSE conditions available for inspection.
- ✓ Environmental compliance documentation e.g. waste management licenses or transfer notes, F-gas records, or water testing records.
- ✓ Providing a reasonable number of copies of any contracts, other documents and records referred to in the HSE Conditions, required by the auditor, or granting copying facilities to the auditor for the purposes of making such copies.

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

The Supplier shall work closely and co-operate fully with HRUK on matters of HSE. The Supplier shall fully and unreservedly accept responsibility for the safety of their services. The participation of HRUK in inspections and audits does not in any way absolve the Supplier from that responsibility.

4.26 Non-Conformance Rectification

HRUK and the Supplier shall agree the timescale for rectifying any non-conformances or sub-standard conditions that are identified during an audit, inspection or at any other time.

Where non-conformances have been identified, the Supplier shall submit immediate corrective actions to mitigate any risk and submit an action plan to HRUK to prevent recurrence.

4.27 Mobile Phones

Mobile phones of any description shall only be used when the user is stationary and in a place of safety, personal calls should not be taken or made in an operational area. Hands-free mobile phones shall not be used in the track environment or any other environment where it is necessary to receive an audible message. In the track environment mobile phones shall be on silent whilst duties are being undertaken to avoid the risk of distraction to the user or anyone else in the vicinity.

4.28 Asbestos

Prior to any works being undertaken the Supplier shall confirm with HRUK the presence or absence of any asbestos and the status and condition of the proposed work locations with HRUK.

HRUK shall provide contact details of key stakeholders and information on relevant asbestos registers to the Supplier. The Supplier shall comply with HRUK procedures for the management of any identified asbestos.

Where the Supplier believes that they have disturbed asbestos as a consequence of their works, they shall stop work immediately, and notify the HRUK Site Representative.

The Supplier shall keep records of any potential exposure to their employees.

4.29 Work Near Buried Services

The Supplier shall consider the presence of hidden buried services such as electric cables, water and gas pipes when planning works. The Supplier shall consult HRUK as early as possible to ascertain whether any buried services will be affected by the proposed works.

The Supplier shall ensure all risk assessments consider such hazards and stipulate the controls required to prevent such hazards being realised. The Supplier shall make all necessary arrangements to safeguard buried services.

Should the Supplier suspect any damaged to buried services, the Supplier shall immediately cease activities notify the HRUK Site Representative.

4.30 Confined Spaces

HRUK have strict rules on confined space entry and have definitions of a confined space which may not be immediately obvious to all. No silo, tank, vessel, drain, sewer or manhole or other confined space shall be entered by the Supplier's Team without the consent of HRUK, who will define the conditions of entry.

The Supplier shall ensure any Services to be carried out within a confined space such as a is only undertaken by suitably qualified staff including the use of any safety and rescue equipment. It shall also ensure any required atmospheric tests are carried out prior to and during the work.

The Supplier shall ensure any confined space work has sufficient personnel to ensure the task is carried out safely and any emergency rescue can be facilitated.

4.31 Fire Prevention

The Supplier shall satisfy HRUK that adequate precautions are taken against fire in any building, temporary facility or work areas present on HRUK Sites. Suppliers shall not:

- ✓ Dispose of waste or other materials by burning on any site.
- ✓ Take or store anywhere on HRUK Sites any cylinders of industrial or flammable gases and containers of flammable or volatile substances without the prior written permission from HRUK.
- ✓ Overload power sockets at any time or use any adapters in connection with electrical equipment and power outlet sockets.
- ✓ Relocate existing fire points.
- ✓ Isolate fire alarm systems without prior agreement from HRUK.
- ✓ Obstruct existing fire points, call points, hydrants and extinguishers ensuring that they are always available for operation.
- ✓ Obstruct or obscure exits, signs and means of access, emergency stairs and doors.
- ✓ Use, or permit to be used, firefighting equipment and appliances for any purpose other than firefighting.
- ✓ Store, or allow to accumulate, any flammable or combustible materials on site, except as authorised by HRUK.
- ✓ Obstruct, interfere with or remove existing fire plans (kept in secure boxes at HRUK Sites, and sited for use by the local Fire Brigade).

Suppliers shall:

- ✓ Ensure that all personnel are fully aware of HRUK requirements in respect of fire prevention and protection.
- ✓ Take strict precautions to protect the site, any adjacent property and all persons from fire.
- ✓ Remove immediately all surplus or waste material and used packing materials from site at the end of each working shift.
- ✓ Minimise all fire risks, containing spillages if safe to do so and reporting any spillages to HRUK.
- ✓ Request and gain approval for the isolation of fire detection systems when any works may have an adverse impact on the equipment, e.g. smoke or dust.
 - Ensure that de-isolations are performed at the completion of works or end of working shift
 - Implement a system of hourly checks of the entire site in the event of such isolation being approved
 - Implement any temporary fire points as deemed necessary by the risk assessment and/or HRUK
- ✓ Provide suitable and sufficient firefighting equipment throughout the site when the output of a risk assessment indicates an increase in the risk of fire at any work site or when required to do so by HRUK.
- ✓ Ensure any firefighting equipment is subject to periodic inspections by competent personnel.
- ✓ Where appropriate nominate person to act as Fire Watchpersons.
- ✓ Make any amendments and additions to the fire protection arrangements as HRUK may reasonably require.
- ✓ Make information available on request to HRUK and any other authority that requires it.
- ✓ Make adequate provision for raising the alarm in case of fire.
- ✓ Hot work shall be carried out to comply with the requirements of the HSE Conditions and any controls as identified in the risk assessment.

4.32 Knives

The use of fixed blade knives is prohibited on all HRUK Sites. Work Methods should be designed to eliminate the use of knives. Where the need for cutting cannot be eliminated, a fit for purpose tool (e.g. a cable stripper for stripping cables) must be used. If no other options are available, safety cutters with automatic blade retraction must be used as an alternative to fixed blade knives.

4.33 HSE Reporting

The Supplier shall provide any data requested by HRUK to allow HRUK to comply with various legislation. When such data is requested, the Supplier shall provide this in the timescales stated by HRUK.

4.34 Site HSE Committee

HRUK shall consider whether there is the need for a separate Site HSE Committee, consideration shall include the size and extent of the work and the level of HSE risk involved.

Where this is the case the Suppliers' applicable representatives shall attend meetings of a Site HSE Committee or similar meeting established and chaired by the HRUK nominated representative. The meeting may also include representatives of other Suppliers and Supplier's Teams.

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

4.35 Housekeeping and Security

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

The Supplier shall make the site safe and secure at the end of each shift.

The Supplier shall ensure that the work site is free from all the Supplier's equipment, materials, and waste on completion of the works or when the site is returned to normal operations, unless on site storage has been pre agreed with HRUK.

The Supplier shall make suitable provision for disposing of unused or redundant assets and materials and are responsible for determining the correct disposal methods. The Supplier shall demonstrate they hold the relevant licences to dispose of waste and materials. Consideration should be given to reusing and recycling these materials. The Supplier shall ensure that the HRUK is informed of plans for disposing of assets and materials.

4.36 Delivery of Materials and Equipment

Suppliers shall not deliver materials or equipment to support work to site without prior agreement and planning with the applicable HRUK Site.

4.37 Composites

Materials delivered in plastic packaging shall be opened and the packaging removed from site immediately or, in the case of small quantities, by the end of the shift at the latest. The Supplier shall not leave such materials at the site after the end of the shift.

The Supplier shall fill rubbish bags and take off site in one operation, and not stockpile the rubbish bags. Empty bags shall not be stored on site. Plastic materials shall not be used to form material storage compounds.

Where work must be protected approved flame retardant non-plastic sheeting shall be used.

Where any plastics are used, they shall be protected from any hot work or other fire hazardous work.

4.38 Gas Cylinders

Where cylinders are required to be used for cutting or welding purposes the Supplier shall obtain a Hot Work Permit for the work site and ensure that all required controls are in place.

The Supplier shall:

- ✓ Only store gas cylinders at ground level, shaded from the sun and sited away from buildings in locations approved by HRUK.
- ✓ Not store them in a position that will cause an obstruction to authorised walking routes, offices, or staff accommodation, or be near any source of ignition.
- ✓ Ensure that gas cylinders are not taken inside buildings without prior permission of the HRUK contact.
- ✓ Ensure that cylinders are stored in locked cages, kept vertical and properly fixed and supported.
- ✓ Ensure that all hoses and cylinder keys are removed from cylinders when not in use and kept close to hand.
- ✓ Movement of cylinders, including loading on and off vehicles will be carried out in a safe manner and cylinders must always be kept in an upright position and secured to prevent them falling. Transporting gas cylinders will be by using trolleys with the cylinder secured to the trolley by either a suitable chain or strap.
- ✓ Use cylinder trolleys for all movements of gas cylinders and all cylinders shall be secured to the cylinder trolley by either a suitable chain or strap.
- ✓ Provide signage at the entrance of premises when gas cylinders are being stored.

4.39 Storage of Materials

No Supplier or person shall store materials on HRUK Sites without permission and HRUK cannot guarantee such requests will be granted.

Suppliers shall:

- ✓ Not store any material in a position where it could fall, slip, roll or be blown onto the track, railway equipment, public highway or walkways.
- ✓ Carry out a thorough safety inspection at the end of each shift and after use of the storage area to ensure that stored items are secure.
- ✓ Comply with all legislation and relevant Environment Agency guidance notes in respect to oil, liquid and other potential pollutant storage.
- ✓ Store liquids in enclosures, trays, or bunds to contain any spills or drips.
- ✓ Protect and store materials in such a way as to minimise unnecessary damage, wastage, spoiling of goods or environmental harm e.g. in diluted form, away from drainage.
- ✓ Ensure substances are stored in accordance with material safety data sheets.

4.40 Plant and Equipment

Suppliers shall ensure any plant and equipment brought onto HRUK Sites meets legislative requirements and standards. Suppliers staff shall demonstrate they hold the relevant licence to operate any plant and equipment regardless of asset ownership.

The Supplier shall grant HRUK full and free access to conduct assurance activities on plant and equipment including:

- ✓ Spot checks of the plant and equipment.
- ✓ Sample of inspection and maintenance records.
- ✓ Licence checks of plant and equipment operators.

Where agreement has been made for Supplier's Team to use HRUK plant and equipment (subject to insurance requirements being clarified and agreed), the Supplier's Team shall demonstrate they hold the relevant licence to operate such equipment.

Agreement with HRUK shall be in place prior to the Supplier sending plant and equipment to a HRUK Site.

The Supplier shall grant HRUK permission to take custody of any keys for plant and equipment left on site to prevent unauthorised use.

4.41 Access Equipment

Where access equipment is being used on HRUK Sites, Suppliers shall gain prior approval from the relevant HRUK Representative.

Use of Rail Mounted Equipment such as Road Rail Vehicles, shall be agreed with HRUK, along with the designated load/off load point, with the controls specified in the RAMS.

Suppliers shall state in their RAMS what access equipment shall be used to support the work activity.

Suppliers shall also:

- ✓ Obtain approval prior to the erection of any scaffold.
- ✓ Insulate equipment from the low voltage that may be generated for signals and maintenance.
- ✓ Ensure any scaffolding is provided with toe boards and handrails.
- ✓ All gangways and working platforms shall be properly guarded.
- ✓ Obtain approval for the use of any ladders, which shall be insulated and for short duration work only.
- ✓ Ensure that ladders, trestles, and scaffolds do not rest directly on the track ballast, unless adequate tying is provided to prevent overturning.
- ✓ Have in place a periodic inspection regime by a competent person.

4.42 Temporary Lighting and Power Supplies

4.42.1 General Requirements

The Supplier shall obtain approval from HRUK for the design of lighting or other electrical installations where it is proposed to use HRUK's power supply. This is to allow HRUK to check that the lighting will not cause any problems. The use of generators shall be subject to HRUK approval, considering storage and requirements for filling.

4.42.2 Screening of Lights and Positioning

All lights or lasers provided by the Supplier shall be placed or screened so as not to cause any confusion with or interference with any signals on HRUK Sites or on any other railway or signals of any local or other authority. If directed, the Supplier shall take appropriate action, and replace them in positions approved by HRUK.

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

Lights shall be angled and controlled to not cause disturbance to adjacent properties.

4.43 General Environmental Requirements

Suppliers shall:

- ✓ Ensure the planned works does not negatively impact the sites Environmental Aspects and Impacts.
- ✓ Have in place controls to prevent spills during the work and in the event of a spill, protection measures to prevent any spills entering site drains and water receptors.
- ✓ Ensure no trade effluent enters site drainage and controls are in place to contain such effluent and remove from site.
- ✓ Any use of HRUK resources, such as water shall be agreed prior to any work.
- ✓ Implement measures to eliminate or reduce to a practicable level any air emissions generated from the work.
- ✓ Store substances such as paint, solvents and thinners in secure containers when not in use and in a well-ventilated area/spray booth when using.
- ✓ Not disturb any protected species, e.g. nesting birds if discovered during the work and inform the HRUK Representative immediately.

4.44 Community Nuisance

Suppliers shall:

- ✓ Ensure that best practical means are followed to control nuisances to HRUK, its customers and neighbours, derived from noise, smells, fumes, dust, smoke, light, vibration, air pollution, overspray from herbicides or pesticides, congestion and parking associated with the works.
- ✓ Agree a communication process to inform neighbours of potential nuisances prior to commencing specific projects or major project works as agreed with HRUK.
- ✓ Establish a suitable system for dealing with customer queries and complaints that comply with HRUK requirements.

4.45 Water

Suppliers shall:

- ✓ Identify where water environments, consents (or permits), associated infrastructure or secondary containment (e.g. interceptors or separators) supplies may be intercepted, interfered with, or cut through by the works, and outline in RAMS and/or environmental arrangements suitable mitigation measures and actions to ensure functionality of these watercourses is not impeded.

- ✓ Not make temporary or permanent connections to any water supply mains or wastewater networks without informing and receiving the necessary permission from the relevant authority.
- ✓ Not dispose or discharge of wastewater generated as part of the works on a HRUK site without agreement from HRUK.
- ✓ Be responsible for any necessary actions for the training, diverting, or conducting of open streams or drains intercepted by the works.
- ✓ Provide suitable measures to prevent water contamination from suspended solids, hydrocarbons etc.
- ✓ Consider options for managing and reducing water use and/or any potential generation of wastewater.
- ✓ Water sampling regime may be required to monitor site activities, which shall be agreed with HRUK.

4.46 Waste Management

The Supplier shall ascertain with HRUK to what extent the Supplier shall be responsible for at its own cost the safe collection, containment and disposal of all waste for its work areas.

Suppliers shall:

- ✓ Ensure they have the relevant licences in order to remove waste from site and dispose of via the correct waste stream.
- ✓ Assist HRUK in complying with Duty of Care Responsibilities and the application of the waste hierarchy.
- ✓ Store waste in accordance with required legislation and/or any arrangements agreed with HRUK.
- ✓ If requested, provide any associated waste management data.
- ✓ Have in place recycling arrangements consistent with HRUK and UK regulatory requirements.

4.47 Noise and Vibration

Suppliers shall:

- ✓ Undertake the necessary risk assessment prior to works commencing to establish whether the work has the potential to produce significant noise impacts in relation to the sensitivity of surrounding and working areas.
 - Liaison with HRUK
 - Identification of activities likely to produce levels of noise and vibration that exceed those set in British Standards
 - Outline requirements to monitor noise and vibration levels to minimise damage and complaints.
- ✓ Ensure that the environmental arrangements and/or RAMS outline and demonstrate how noise and vibration will be managed for the project including:
 - Identification of noisy activities
 - Duration of operating hours for individual activities
 - Mitigation measures to be employed to reduce noise and vibration levels and to minimise disturbance
 - Details of any proposed noise and vibration monitoring programmes
 - Details of plant type, location and noise control methods.

4.48 Wildlife and Habitats

Suppliers shall:

- ✓ Undertake assessments and liaise with HRUK Representatives to establish whether tree protection orders, conservation areas, sites of importance to nature conservation, protected species, pest species etc. are present at the works location.
- ✓ Organise and programme activities to ensure that the impacts on any protected species or habitat are minimised in line with legislative or regulatory requirements.
- ✓ Not lop, fell, damage or cut roots of trees with Tree Protection Orders unless the safety of the railway is impeded, or a permit has been obtained from the local authority.
- ✓ Replace any trees which are permitted to be cut down or are damaged by the Supplier as part of the reinstatement works in accordance with British Standards and with consideration for the local environment and biodiversity.
- ✓ Minimise damage to mature trees within or in the vicinity of work sites by adopting the mitigation measures outlined in the environmental arrangements and/or RAMS.

4.49 Resource Use

Suppliers shall:

- ✓ Ensure that all systems which use electricity or gas are designed to conserve energy.
- ✓ Consider the potential for using recycled materials and recycling resources/materials.

4.50 Land and Water Pollution Prevention

Suppliers shall:

- ✓ Ensure appropriate controls are in place to avoid land or water pollution as agreed with HRUK.
- ✓ In the event of causing land or water pollution, report to HRUK immediately.

4.51 Environmental Construction (Project) Requirements

In addition to the general requirements outlined Suppliers shall:

- ✓ Use good industry practice to minimise the environmental impact of all activities.
- ✓ Apply for all permits, agreements, consents and licences as required and communicate the requirements to the site HSE contact.
- ✓ Exercise a duty of care and be liable for all claims, costs, expenses incurred as a result of any breaches caused by their undertaking.
- ✓ Ensure they are aware of all environmental conditions, hazards and controls on site.
- ✓ Appropriately mitigate impacts from the work on the environment.
- ✓ If ground works are proposed, conduct ground sampling prior to breaking ground. Any remediation or contains should be reviewed and agreed with HRUK.
- ✓ Preserve and protect all trees and plant species (excluding noxious or invasive species) where possible within the scope of the work.
- ✓ Where necessary as determined by a competent person and agreed by HRUK, make an application under Section 61 of the Control of Pollution Act 1974 and work to the conditions

therein. Where practical, work should not commence until applications made under Section 61 have been granted, unless agreed with HRUK.

- ✓ Notify HRUK of any changes, dispensations or variations being sought in respect to a Section 61 application.
- ✓ Apply to the Local Authority or private owner to remove or trim any tree part located off the work site where practical.
- ✓ Adhere to HSE Conditions and RAMS which outline and demonstrate how the Supplier will manage environmental performance and impact.
- ✓ Notify HRUK immediately of any changes to RAMS or environmental arrangements which result in significant changes to the environmental risk profile.

Reporting

- ✓ Monitor and report on environmental performance to HRUK.