Outokumpu Stainless Ltd Site Regulations

These 'Site Regulations' are incorporated in and form part of the Contract documents for all Contractors engaged in carrying out work on Sites of Outokumpu Stainless Ltd.

These 'Site Regulations' are in no way intended to relieve the Contractor from any obligation or liability to the Purchaser under the contract nor are they intended to relieve the Contractor of any of his legal obligations for the avoidance of accidents.

In all matters arising in the performance of the Contract, the Contractor shall conform at his own expense with all Acts of Parliament and with all orders, regulations, and by-laws made with statutory authority by Government Departments or by local or other authorities that shall be applicable to the Works.

The Contractor shall not in the performance of the Contract in any manner endanger the safety or unlawfully interfere with the convenience of the public.

The Contractor shall be required to complete a Site Approval Procedure Document (SAP) and to have received Site Approval Status prior to the start of any site work. All references to contractors' employees contained within this document also include a reference to any sub-contractors and their employees.

The Purchaser reserves the right to cancel, amend or add to these Regulations from time to time as deemed necessary.

The Contractor's management should ensure that they have read and understood the document and that they in turn have passed on copies to their site supervisors to read and refer to during the execution of the works

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1 Pre-site

1.1 Site Registration Document

(a) All new Contractors must complete a Site Approval Procedures Document and submit this to the Purchasing Department of Outokumpu Stainless Limited. Upon receipt of the SAP documents, the Purchasing Department will seek approval of the Company from the Engineering and Safety/Financial Departments. Once full approval has been achieved, Purchasing will write to the Company confirming this approval.

1.2 Risk Assessment

- (a) The Contractor must carry out a risk assessment prior to the execution of the work. As part of this risk assessment, he must provide the Purchaser with a copy of the Risk Assessment and Method Statement. The Purchaser will approve in principle this method statement prior to work commencing on site.
- (b) A copy of the agreed Method Statement must be brought to the site by the Contractor's employees who are to carry out the work. They must have read understood and signed the statement prior to commencing work. It is the main Contractor's responsibility to ensure that his Sub Contractors have copies of, and fully understand, the agreed method statement.
- (c) Details for the format of the method statement are available from the Purchaser on request. The Contractor should contact the 'Engineer' for such information

1.3 Passport for Safety

- (a) All Contractors and Sub Contractors employees will be required to have attended an approved passport for safety course and should be able to produce evidence that they have achieved a pass in the course examination. Passport to Safety is a recognised national safety training scheme. If you require further information about the scheme, contact the Outokumpu Stainless Local Safety Office.
- (b) Contractors' employees who do not hold a Passport to Safety will only be allowed to work on site in exceptional cases as determined by the Purchaser's Local Safety Department.
- (c) Any equivalent course of at least one day's duration may be acceptable if full details are provided well in advance.

1.4 ID Cards

- (a) Card which must be visibly worn at all times whilst on the Purchaser's property.
- (b) The Contractor's management must make available to the Engineer details of all employees who are to work on site. These details to include all subcontract employees.

- (c) The Engineer will arrange with the Security department for the production/issue of ID cards.
- (d) Contractors must keep the Purchasers Security department aware of anyone in their employment who has been issued with an ID card and who subsequently leaves their employment.
- (e) At the end of the Contract, Contractors' employees should return their ID cards to the Security Department.
- (f) Contractors' employees who are found not to be wearing their ID badge may be asked to leave the site.

2 Permit System

All permits to work will be initiated by the Outokumpu Stainless Engineer responsible for the works, permits must be fully completed and issued to the Contractor by local Operational Management.

2.1 General Permit to Work

- (a) All Contractors must have a valid permit to work in order to carry out any work on site.
- (b) Contractors must provide a copy of an agreed method statement prior to the permit being initiated.
- (c) The permit will identify all isolations/immobilisation's required for the work to proceed, and will also give details of plant hazards and additional precautions necessary to complete the task safely.
- (d) The permit will identify if the work involves burning, welding or grinding and will specify the precautions for this work.
- (e) In the event that the scope of the work changes, the Contractors' Supervisor should return the permit to the issuing Supervisor and obtain a new/amended permit.
- (f) Permit to works are only valid for one shift, (a period of up to 12 hours). All permits must be revalidated by the Purchaser at the end of each shift or after 12 hours, whichever is the soonest.
- (g) At the completion of the job or end of the shift, the Contractor must cancel and return the permit to the issuing Supervisor.

2.2 Crane Permit

(a) A crane permit must be obtained whenever the Contractor is working on an overhead crane on/or near the wheel track of an overhead crane. It should also be used when mobile cranes, concrete pumps, cherry pickers, excavators, etc. are being used inside bays with overhead cranes. (See 5.5)

(b) The crane permit will identify what form of isolation and/or other precautions are to be taken to comply with the LOLER Regulations 1998.

2.3 Confined spaces permit

- (a) A confined spaces permit must be used whenever the Contractor is required to enter a designated 'confined space' a list of which is available from each division. This list may be obtained by contacting the 'Engineer'. In general any tank, vat, air receiver closed storage vessel, should be considered as a confined space.
- (b) A competent person will, on behalf of the Purchaser, determine what precautions and monitoring will be required and these will be detailed on the permit.

2.4 Permit to dig

- (a) A permit to dig is required whenever any excavation work is to be carried out and must be completed before work commences.
- (b) The main purpose of the permit to dig is to identify the location of any buried services and highlight any necessary precautions.

2.5 Electrical high voltage permit

- (a) An electrical high voltage permit is required before any work is carried out on high voltage electrical equipment (Equipment operating above 1000V. AC or 1500 DC unless exempted.)
- (b) The High Voltage permit will be issued by an authorised person induction courses. (Contractors may be asked for such information representing the Purchaser and will detail necessary isolations and precautions in accordance with the High Voltage Rules (E.I.5.5).

2.6 Working at Heights Risk Assessment

- (a) A working at heights risk assessment is required wherever any work is carried out above ground level or where work is carried out within pits, in line with the working at Heights regulations 2005. This will include all work involving scaffolding, cranes, crane tracks, MEWP's and any work on the roof of any building owned by the Purchaser or wherever a roof is to be used as a means of access to another place of work. Guidance on when this document is required will be provided by a competent Outokumpu Manager/Engineer.
- (b) The Working at Heights Risk Assessment will detail the precautions necessary when carrying out the work.
- (c) The contractor's method statement must include the contractor's own rescue plans for anyone using MEWP's fall arrest or fall restraint equipment.

2.7 Scaffold Request Form

(a) Whenever scaffolding is required to provide a suitable place of work or to give access to a place of work, the Outokumpu Manager/Engineer (Job Owner) will complete a scaffold request form giving details of what the scaffold will be used for. This document will be given to the scaffolding company's site supervisor.

2.8 Hot Work Risk Assessment

(a) Whenever any hot work is carried out e.g. Burning, Welding, Grinding etc, the Outokumpu Manager/Engineer (Job Owner) must carry out a suitable hot work risk assessment and detail this assessment on the Company's Hot Work Risk Assessment Form. (See section 11 of the permit to work manual)

3 Safety

3.1 Contractors briefing

- (a) Before commencing work on site each of the Contractor's employees will be required to attend a briefing based on the 27 point checklist, see appendix I. There are a number of ways in which this briefing can be carried out:
- (b) The Contractor's management can induct his own employees using information contained within this booklet. In any event, a copy of the attendance sheet for such training must be kept by the Contractor.
- (c) NB the Contractor's management must first attend one of the Safety Briefing sessions held at the Purchaser's premises. These briefings are normally carried out 2/3 times a year. Details can be obtained by contacting the local Outokumpu Stainless Safety Office.
- (d) The Purchaser's Engineer may arrange for induction training to be carried out on site prior to work commencing (morning of first day on site).
- (e) In all cases the Purchaser's induction video/DVD must be used to reinforce the message. Copies of the video/DVD can be obtained from the Purchaser.
- (f) Detailed records should be maintained of all people attending induction courses. (Contractors may be asked for such information before work commences).

3.2 Personal protective equipment

- (a) The wearing of hard hats and safety shoes/boots is mandatory on all sites.
- (b) Hearing protection and eye protection is mandatory in certain high risk areas, these areas will be clearly indicated. Eye protection is mandatory in all areas of the SMACC Site.
- (c) Full molten metal protection must be worn in hot metal areas of the melting shop during normal production periods.
- (d) It is the responsibility of the Contractor to provide all mandatory protection and any additional protective equipment based on the hazards associated with the work. The equipment must be both adequate and suitable, as defined by the Personal Protective Equipment Regulations. The Contractor must also ensure that his employees are fully trained in the need for, and use of personal protective equipment, and have been provided with all necessary information to enable the equipment to be used correctly.

3.3 COSHH (Control of Substances Hazardous to Health)

- (a) The Contractor should be fully aware of the legislation contained within the COSHH regulations and ensure compliance at all times.
- (b) Copies of Material Hazard Data Sheets and COSHH assessment documentation, together with information as to how the regulations are to be complied with, (for example details of training of employees) must be available for inspection by the Purchaser. Copies of such documentation must be held on site by the Contractor.

3.4 Ionising radiation

- (a) The Contractor shall not bring, use or permit or suffer to be brought or used on the site any source of ionising radiation without written permission from the Engineer. The Engineer must notify his local Radiological Protection Supervisor, if such a person has not been appointed he/she should seek advice from the Company's Radiation Protection Advisor (Dr. D Harvey, based at Swindon Labs)
- (b) The Engineer shall only give such permission subject to compliance by the Contractor with the provisions of the Purchaser's Health and Safety information and Procedural document No.109 and Guidance note on 109a which are available from the 'Engineer'.
- (c) The precautions taken to ensure compliance with the above documents should be clearly stated in the Method Statement, submitted at time of tender.

3.5 Non-ionising radiation

(a) If it will be necessary to use non-ionising radiation, particularly laser equipment, on site the Engineer should be informed before any works commence, and the precautions for safe use detailed in the Method Statement.

3.6 Health & Safety legislation

(a) The Contractor shall take adequate steps to ensure so far as is reasonably practicable that all plant or equipment supplied or erected under the contract will be safe and without risk to health if properly used, as required under Section 6 of the HASAWA, 1974,and must also comply fully with the provision and use of Work Equipment Regulations (PUWER) 1998

> In particular the Contractor is required to give details of the steps he has taken including any tests carried out, to meet these requirements and to supply adequate information about the use of plant and equipment and any conditions necessary to ensure that, put to that use, it will be safe and without risk to health.

> The Contractor is further reminded of his responsibility for implementing the requirements of the HASAWA. (Section 2 and Section 3) during activities on site and for ensuring all sub-Contractors carry out their responsibilities in accordance with the provisions of this Act.

(b) Where the Contractor is required by the Construction (Health Safety and Welfare) Regulations 1996 to appoint an experienced person to supervise safe conduct of work, he shall notify the Engineer in writing of the name of the person so appointed and of any revocation or new appointment. This information shall be contained within the Method Statement.

- (c) The Contractor shall be familiar with the requirements of the Construction (Design and Management) Regulations 2007 when applicable to the task or project, and ensure compliance with the regulations at each stage of work.
- (d) The Contractor shall be responsible for the provision of First Aid Boxes on the Site ensuring that these are adequately stocked and maintained, and that his employees are aware of their location. (The Contractor shall also ensure that it complies with its duties to provide an adequate and appropriate number of suitable persons to provide First Aid).
- (e) The Contractor shall be responsible for the provision of fire precautions on the Site and the provision of fire extinguishing equipment to the satisfaction of the Local Safety Department.
- (f) The Contractor shall follow the Purchaser's procedures for action in case of fire. These procedures will be made available to the Contractor by the Engineer. In addition the Engineer or representative shall be notified of the fire immediately.
- (g) The Contractor shall ensure that his employees are aware of and fully comply with the Purchaser's fire drill, (including being aware of the sound of the alarm), and reporting procedure.
- (h) All plant tools, equipment and tackle used by Contractors must be suitable for the work undertaken, comply with all legal requirements to this requirement and be properly maintained.

Contractors may not use the Purchaser's plant tools, equipment or tackle, either fixed or portable, without written permission from the Engineer or his representative, whose details will be notified to the Contractor.

3.7 Security

- (a) The access of personnel and vehicles to the Works shall be controlled by the Security staff engaged by the Purchaser. On the Purchaser's main site, traffic control barriers are fitted at each entrance. Contractors' ID cards will operate these barriers and record the individual's presence on site.
- (b) The Contractor shall provide secure lockable storage space for all valuable parts on Site. Any items of this nature shall not be left lying in open yards or on building floors.
- (c) The following extracts from work's rules for the Purchaser's employees shall also apply to the Contractor, his employees and sub-Contractors. "When entering or leaving the works at any time or when special circumstances warrant it you are liable to be called upon by the security patrolmen, or other persons authorised by the work's management, to show that you are not in unauthorised possession of any property other than your own".

- (d) The Contractor shall ensure that his location on site and his telephone number are advised to the Purchaser's security department.
- (e) No material shall be removed from site without the haulier or driver having first received written authorisation from the Engineer. The authorisation shall include a description of the material and must be presented at the Purchaser's designated weighbridge or checkout point on entering and leaving the site. Removal of any material belonging to the Purchaser will require a signed consignment note to be presented to security on leaving Site. The conditions applying to the removal of waste from site are detailed in Section 6.2 of this document.
- (f) The Purchaser reserves the right to search in the presence of the driver or owner all vehicles on the Purchaser's premises.
- (g) The Contractor shall not transmit mail intended for the Contractor's personnel through the purchaser's mail system. Any mail for the Contractor's personnel shall be addressed to and collected from The Local Post Office. The Contractor shall ensure that sub-Contractors adhere to this requirement.
- (h) The Contractor shall immediately make a full report to the Purchaser's security department of any damage or loss occurring to his property on site. The security staff will investigate the loss/theft/damage of property, and advise the Contractor if the local police should be involved.

3.8 Radios

- (a) The use of hand portable radios is allowed only with the written consent of the Engineer. Only radios that are licensed with the Communications Agency can be used on site.
- (b) The use of CB radios is banned.

3.9 Audits

(a) The Contractor is to submit to safety and security audits as required by the Purchaser. The audits are carried out on a regular basis and take the form of local site inspections by the Purchaser's management. Checks will be made on physical aspects of the site conditions as well as documentation systems. Feedback from the audits will be given to the Contractors' management.

3.10 Reporting of injuries and dangerous occurrences

(a) The Contractor shall report in writing <u>all</u> accidents to his employees (including minor ones), and dangerous occurrences on the Site to the Engineer. Contractor's employees who receive treatment at one of the site medical centres will be required to complete an Injury Report Form (IRF) and return it to the Purchaser's Local Safety Department. Injury report forms are issued by the Nurses to anyone reporting a works accident. They will be also issued by the Purchaser's local management, where first aiders treat contractors injuries.

- (b) The Contractor shall comply with the statutory requirements currently in force governing the reporting of accidents, dangerous occurrences and cases of ill-health, (occupational diseases).
- (c) The Contractor shall ensure that he and his employees are aware of the arrangements for dealing with emergencies and first aid on the site so that prompt action shall be taken in an emergency.
- (d) The Purchaser reserves the right to investigate accidents which are considered to be of a serious nature and to hold a panel of enquiry.

3.11 Emergency plans

- (a) It is the responsibility of the Contractor to be familiar with the site emergency plans and fully understand their role in the event of major emergency.
- (b) The site emergency plans are displayed at key points throughout each site. (Shift Managers office, Security, Pulpits, Medical Centre etc.)

4 Site Facilities

4.1 Temporary Electrical Power Supplies and Installations

(a) No Contractor's electrical equipment shall be connected to Purchaser's supplies without the consent of the Engineer.

The contractor shall be held responsible for any damage to the Purchaser's plant and equipment or injury to any person as a result of non-compliance with this procedure.

(b) Supplies for site huts and temporary buildings. Site huts and temporary buildings requiring electricity supplies, may be provided with a temporary supply free of charge by the Purchaser.

For other temporary buildings which contain 3 phase power equipment see paragraph 4.1.c.

The supply cable shall be terminated by the Purchaser (or nominated Electrical Contractor) in a weatherproof fused isolating switch of the Purchaser's supply which shall be mounted in an easily accessible position on the OUTSIDE of the site hut or building and at a reasonable height from the ground. The current rating of the supply cable in either case shall normally be 30 amps or less. The Purchaser reserves the right to charge for the installation of a supply in excess of 30 amps rating. Where steel containers are used, care must be taken to ensure that the earthing facilities are adequate.

The Contractor shall be responsible for the wiring of his own site huts and temporary buildings. Connection to the Purchaser's supply should only be made after the Engineer has inspected and approved the wiring.

(c) Supplies for Site Works

For site works a temporary supply may be provided free of charge by the Purchaser, at:

240 or 250 volts +/-10%, single phase, 50 Hz (240/250 volts dependent upon which site), and, if required:

415 or 440 volts +/- 10%, 3 phase and neutral, 50 Hz (415/440 volts dependent upon which site)

The supplies shall be made available within 100 metres from the location of the site works and shall be terminated by the Purchaser (or nominated Electrical Contractor) in an incoming fused isolating switch or electrical distribution unit of the Purchaser's supply which shall be kept unobstructed at all times.

Temporary supplies shall not be provided if in the opinion of the Engineer any existing permanent power socket outlet installation at or near the location of the site works is adequate.

Connection to socket outlets shall be made via plugs of approved design.

All electrical hand tools shall be of a voltage no greater than 110V, where a 110V supply is not available the Contractor shall provide the necessary transformer. 110 volts centred tapped to earth.

(d) Temporary

The Contractor shall provide, install, maintain, regularly inspect and test the whole of his electrical installation on the load side of the point of electrical supply and shall be satisfied that the installation is protected correctly and the earthing satisfactory. All precautions which are necessary or considered desirable to ensure the safety of persons and property shall be taken by the Contractor. The Contractor's apparatus and installations shall comply at all times with the Electricity at Work Regulations 1989, other appropriate statutory requirements and with the current issue of the Regulations for the Electrical Equipment of Buildings issued by the Institution of Electrical Engineers (BS7671).

All cables or conductors shall be enclosed in an approved armouring sheath, earth continuity being provided by either an additional core in the cable or by a separate conductor of adequate size running with the cable. The Contractor shall regularly test the installation and equipment at intervals of no more than three months. A record of each inspection shall be kept by the Contractor, which shall be kept available for scrutiny by the Engineer.

(e) Temporary lighting, Portable Tools and Hand lamps

The Contractor shall provide all necessary temporary lighting until such time as the permanent lighting is available.

Where the Purchaser is responsible for permanent lighting of the Site such lighting shall be installed as soon as the site works permit. All hand lamps and portable lighting equipment shall be limited to lamps of maximum 150 watts loading, except where the use of larger lamps is especially authorised in writing by the Engineer.

Where portable tools or hand lamps are required for use in pressure vessels, in damp enclosed spaces or other especially hazardous situations defined by the Engineer, they shall be suitable for operation at extra low voltage in line with recommendations BSS 4363 CP 1017:1969 Clause 3.3. All transformers shall be as specified in BSS 4363 CP 1017:1969 Clause 3.2.3. and shall be provided by the Contractor. Such transformers shall be located adjacent to the source of supply.

(f) Access to Substations, Motor Rooms, Switch Rooms and Cable Tunnels

The Contractor shall inform all his employees and sub-contractors on the Site that unauthorised entry into the Purchaser's Sub-Stations, Motor Rooms, Switch Rooms and Cable Tunnels is prohibited.

The Contractor shall obtain written permission from the Engineer before commencing work in such locations.

The Contractor shall not obstruct with construction materials, mobile plant or vehicles the access doors or stairways to Sub-Stations, Motor Rooms, Switch Rooms and Cable Tunnels. If in the opinion of the Engineer there is an obstruction the Contractor shall on instruction remove such obstruction immediately at no expense to the Purchaser.

Attention is drawn to the fact that many of the Works' Sub-Stations and/or Switch Rooms and Cable Tunnels are covered by automatic CO2 extinguishing fire protection systems which shall be "Locked Off" by the Engineer when Contractors' employees are authorised to work within such buildings.

(g) Portable Generator Sets

Should the Contractor operate plant with portable generator sets he shall ensure that the wiring installation complies with the instructions contained in Section 4.1.d. of these Site Regulations. Noise and fume emissions should also be carefully controlled from such equipment to the satisfaction of the Purchaser and so as to comply with relevant environmental and Health and safety legislation, and so as not to cause a nuisance. The Contractor will be responsible for the provision all fuel for such equipment.

(h) Working Near "Live" Conductors

The Contractor shall obtain written permission from the Engineer before undertaking any work near "live" equipment, e.g., overhead cranes, downshop conductors, bus bars, etc. The Engineer shall isolate or insulate the equipment to permit safe working and only after this has been done and the permit issued shall the Contractor commence work.

4.2 Access and Egress

- (a) The Engineer will ensure that the contractor is made aware of how to access and egress the work area.
- (b) The Contractor in the pursuance of his obligations under the contract shall not deviate from agreed routes. He shall ensure that his employees and the employees of his sub-contractors shall be restricted to those areas defined in the contract as work areas.

4.3 Roads, foot-paths and railway tracks

- (a) Whenever the Contractor is carrying out any work connected with or in proximity to roads and footpaths he shall ensure that adequate precautions are taken to ensure the safe passage of persons and or vehicles. An agreed advance warning notice, lamps, flags and a temporary traffic control system shall be employed where appropriate and having due regard to weather, visibility and traffic conditions.
- (b) The Contractor shall comply with the under-mentioned whether on the site or the adjacent Purchaser's premises:

Traffic directional signs. Speed limits. Warning notices. Traffic lights. Flagmen.

- (c) The Contractor shall be responsible for the removal of all spillage (and the rectification of any problems caused by that spillage) caused by his traffic whilst on the site.
- (d) In the event that the Contractors' work activity blocks a recognised traffic or pedestrian route, the Contractor will be responsible for establishing alternative routes for vehicles, pedestrians or rail traffic and for the provision of all temporary diversion signs/warning notices. Such routes should first be agreed by the Engineer.

4.4 Car parking

- (a) The Contractor's employees shall not be allowed to park cars in any place other than authorised car parks unless special arrangements have been made by the Engineer. Details of the Purchaser's car parking policy are available from the Security offices, and the Contractor will be expected to abide by it.
- (b) The Purchaser accepts no responsibility for any damage to or theft from a Contractor's car whilst on site.
- (c) Maps showing the location of car parks are available from local security offices.

4.5 Traffic Regulations

(a) The Contractor shall give the Engineer prior notice in writing of the number and types of vehicles he intends using on site. This information should be detailed in the Method Statement.

- (b) Drivers shall hold a current driving licence appropriate to the vehicle they are asked to drive which shall be produced on request.
- (c) The Contractor shall ensure that all drivers of vehicles under his control, comply, with the traffic regulations applicable to the site. Local traffic rules are displayed in the form of traffic signs/notices around the site.
- (d) Contractor's vehicles used for site shall be suitable for the work undertaken and shall be in a roadworthy condition, and with the exception of specified circumstances all vehicles shall be restricted to the authorised roads and parking areas.
- (e) The Contractor shall not employ any person under the age of 18 years to drive any type of machine or vehicle on the site.
- (f) Contractor's employees shall not drive or interfere in any way with any of the Purchaser's vehicles or trailers. The Purchaser shall accept no responsibility for loss or damage to any of the Contractor's vehicles.
- (g) Vehicles shall not be driven in reverse unless:
- the vehicle is safely guided by a responsible person; or
- the vehicle is fitted with an operating audible working alarm; or
- the driver has a full view of all the ground directly behind his vehicle and over which he will be reversing.
- (h) The Contractor shall ensure drivers of earth moving, construction, demolition and mechanical handling equipment have been trained to operate the equipment competently and safely and shall provide a certificate of competency to the Engineer.
- (i) The Contractor shall ensure that any vehicle used on the Site carries only the number of persons specified for that vehicle and its seating capacity.
- (j) Failure to comply with these regulations may cause the offender to be banned from driving on the Purchaser's property.
- (k) The Contractor must ensure that all his vehicles and those of his Sub Contractors and any private cars belonging to employees of the Contractor or his Sub Contractors are taxed, tested and insured to comply with current road traffic legislation. In the event that the vehicles are to be used on site only, they must meet the same standards although it will not be necessary to tax and test them.
- All sites operate a speed restriction policy 20 mph is the maximum permitted speed for all vehicles on site roads. Speed restrictions are more stringent inside buildings – 4 mph warning notices are displayed at the main building doorways.
- (m)All commercial vehicles used on site by the Contractor and his sub contractors, shall be duly marked with the Company's name and logo's.

4.6 Temporary site huts and storage areas

- (a) Prior to obtaining written permission from the Engineer for the erection of temporary buildings or compounds the Contractor's representative shall discuss and agree with the Engineer the siting of the huts or compounds and the length of time they will be required. This written permission must state:
- Type of hut (wood, steel, sheeted).
- Use to which the hut is to be put, e.g. office, store or mess room.
- Type of heating to be used.
- Access to the hut and effect, if any, on present access.
- A special note shall be made regarding storage of gas cylinders which shall be stored outside.
- Diesel fuel oil and/or other storage requirements.
- Duration of use of the facility.
- (b) Diesel or similar fuels shall be stored and clearly labelled in a wire mesh compound, provided by the Contractor and completely separate from the huts or hutted accommodation and positioned with the agreement in writing of the appropriate local Purchaser's Management. Drip trays shall be provided under each fuel container and the area shall be kept clear of all paper, rubbish and other combustible material.
- (c) The Contractor shall not use combustion stoves or open fire grates in the temporary buildings erected on the site. If proprietary brand LPG appliances are used for heating, the supply vessel and main control valve shall be situated outside the hut. LPG installations must be approved by the Local Safety Department. Quantities shall be strictly in accordance with current legislation relating to LPG.
- (d) The hut and surrounding areas shall at all times be kept clean and the Contractor shall arrange rubbish disposal.
- (e) On completion of the Contract the Contractor shall remove the huts from the Site and ensure that the Site is left in a clean and tidy state to the satisfaction of the Purchaser.
- (f) The Purchaser shall not accept liability for loss of the contents of the Contractor's site huts, temporary buildings or storage areas, nor shall it be responsible for the security of them.
- (g) Under no circumstances must any gas cylinder be stores inside a container or fool chest/cupboard.

4.7 Amenity facilities

- (a) The Purchaser has available for his own workpeople certain canteen facilities, First Aid Centres and toilet facilities, and these facilities shall not be used by the Contractor's employees unless special arrangements are made with the Purchaser for them to do so. The use of these facilities by the Contractor's employees is solely at the discretion of the Purchaser.
- (b) The Contractor shall provide the first aid and toilet facilities on site for his own employees in accordance with the Health and Safety at Work Act 1974, and the

Workplace (Health, Safety and Welfare) Regulations 1992. And the Construction (Health, Safety and Welfare) Regulations 1996.

(c) Where the Contractor wishes to share the Purchasers Welfare facilities, to fulfil the above duties, he must obtain a formal agreement in writing from the Engineer.

4.8 Telephones

- (a) At his discretion and subject to the availability of exchange equipment the Purchaser may supply free of charge, telephone connections to the Purchaser's internal automatic system, including supply of the telephone instrument. Such connections shall be made to the supply point nearest to the site. The Contractor shall provide a connection in suitable cable between the point of supply and the telephone instrument.
- (b) The Contractor may make an arrangement for a site telephone connected to an external telephone service provider only with the permission of the Engineer.
- (c) Contractors' employees are not authorised to use Outokumpu Stainless telephone to make an external call without the express permission of the Engineer.

5 Works operations

5.1 Plant Isolation and Immobilisation

When construction or service work is to be carried out on plant/equipment, isolation and immobilisation of the plant/equipment must be carried out prior to the work commencing. Three forms of isolation/immobilisation must be considered:

- (a) <u>Electrical</u> This may include isolation of main electrical supplies, battery back up supply and auxiliary electrical feeds from other associated plant/equipment.
- (b) <u>Mechanical</u> Hazards from stored and potential energy, work such as draining down hydraulic systems, fitting safety pins/bars to prevent mechanical movement of plant.
- (c) <u>Gas/Fluid Services</u> Isolation to include the closing of valves to prevent further flows of gas/liquids contained within the pipe system.

Immobilisation to include such things as fitting spades to pipe-work, bank flanges or removing sections of pipe-work.

All isolation/immobilisation details will be set out clearly on the general permit to work document.

5.2 Services for works operations

(a) Prior to the commencement of work (including any pre-tender negotiations) the Contractor shall discuss with the Engineer his requirements for the use of electricity and water which may be available to the Contractor during the Contract period.

Any supply of electrical energy made available to the Contractor shall be used only in carrying out the works.

The use of electrical energy for general space heating shall be at the discretion of the Engineer.

As soon as the Contractor's service installation is no longer required for carrying out the works he shall advise the Purchaser accordingly. The Engineer shall then arrange for disconnection from point of supply and advise the Contractor when this is completed. The Contractor shall then disconnect and remove the installation.

Wherever practicable all water mains shall be buried at a depth of not less than 0.75m. Where burial is not practicable all pipework shall be adequately protected against frost damage.

The Contractor shall be wholly responsible for ensuring that the water supply is not allowed to waste. The Purchaser reserves right to discontinue the supply in the event of wastage.

- (b) All other services (oxygen, compressed air, welding equipment, burning equipment and gases etc.) shall be provided by the Contractor, unless special arrangements are made in writing with the Engineer before work commences.
- (c) The Purchaser shall not be liable for any loss or damage suffered by the Contractor by reason of any failure, interruption or suspension from any cause whatsoever of the said service, or the quality or pressure thereof, or for any injury or damage caused to any third party by reason of, or arising out of, such supply.

Contractors will not couple up to or interfere with steam, electrical, compressed air, oxygen or other piped services without first obtaining the written permission of the Engineer.

5.3 Scaffolding, lifting equipment etc

- (a) The Contractor shall satisfy himself that any scaffolding, zip up scaffold or lifting equipment which he provides for his own use, or which the Purchaser is called upon to supply, is fully suited to the purpose and is erected in a safe and proper manner, and is inspected on a regular basis in compliance with the statutory requirement. Scaftag or similar formal inspection systems <u>MUST</u> be adopted to comply with this duty.
- (b) The Contractor shall obtain the written approval of the Engineer for the sitting and safe clearances of all scaffolding prior to its being put into use. (These details should be included in the method statement). The engineer must complete a scaffold request form, see section 2.7.
- (c) The Contractor shall take full and sole responsibility for any risk arising from using this equipment.
- (d) On request by the Purchaser the Contractor shall provide evidence of compliance with the statutory requirements relating to the periodic testing and examination of the Contractors cranes, lifting machines, other lifting appliances and equipment and scaffolding.

- (e) The Contractor shall ensure that any crane driver or operator undertaking lifting operations shall be a competent person and shall provide evidence of a current Licence or Certificate of Competence. No driver or operator shall be under 18 years of age.
- (f) No lifting appliance or part thereof shall, except for statutory testing purposes, be loaded beyond its safe working load.
- (g) Every part of a load in the course of being hoisted should be adequately suspended or supported so as to prevent danger.
- (h) No man lift equipment to be brought onto the site or used until it has been approved in writing by the Engineer.
- (i) Use of the Purchaser's lifting equipment (slings, chains, ropes, etc.) is forbidden unless permission in writing has been obtained from the Engineer.

5.4 Guards and fencing

- (a) All machinery and plant brought onto the site by the Contractor shall be fully safeguarded and protected to ensure the safety of all personnel.
- (b) Guards or fencing on or around the Purchaser's machinery or plant shall not be removed by the Contractor before first obtaining written permission from the Engineer. The Contractor shall also ensure that they are replaced when the work necessitating their removal temporarily or finally ceases. Details of these requirements to be set out in the job method statement.
- (c) Temporary guards/fences shall be provided by the Contractor where permanent covers to drain pits, manholes and culverts have had to be removed to carry out the work.
- (d) If for any reason such guards/fencing cannot be provided, the Engineer must be notified immediately and before any work commences to remove existing guards/covers.

5.5 Purchaser's overhead cranes

- (a) The Contractor shall not commence work on or near overhead travelling cranes, mono-cranes or crane tracks without consulting the Engineer and obtaining a crane permit. (See 2.2)
- (b) When a permit has been issued, the Contractor shall carry out such work in accordance with the requirements of the L.O.L.E.R. Regulations 1998 and the rules and systems of work devised by the Purchaser for this type of work.
- (c) If the Contractor is working on or in the vicinity of overhead cranes he shall obtain from the Engineer copies of the Purchaser's Rules and Systems of Work relating to the Purchaser's cranes.
- (d) The Contractor shall not operate the Purchaser's cranes unless he is qualified in accordance with the Purchaser's Rules and Systems of Work for this type of

equipment and has obtained written permission to do so from the Engineer. The Purchasers Rules and Systems of Work are available from the Engineer.

5.6 Working at heights

- (a) The Contractor shall not commence work involving working at heights, scaffolding, cranes, crane tracks, MEWP's or on any roof until he has been issued with a completed working at Heights Risk Assessment. (The Engineer is responsible for completing this risk assessment document).
- (b) Before commencing work at heights, (see 2.6), the Contractor shall take effective precautions to ensure the safety of persons and plant below and adjacent to the place of work and shall consult with the Engineer. These precautions shall be detailed in the method statement.
- (c) Suitable safety harnesses must be worn and used for any work where the working at heights risk assessment has deemed this necessary. It is the responsibility of the Contractor to provide the Safety Harnesses, and ensure that they are well maintained and tested at regular intervals. (3.2)
- (d) The Contractor shall consult with the Engineer regarding the use of platforms, scaffolding, youngman's boards, safety nets and safety harnesses or other equipment and means of access/working platforms when working overhead.

The contractor shall retain prime responsibility for ensuring the safety of his employees and others in connection with work. If, however, in the opinion of the Engineer the hazard justifies their use the Contractor shall not be permitted to carry on with the works until he has, at his own expense, provided the aforementioned safety equipment.

- (e) The Contractors attention is drawn to the need for extreme care when working on or near fragile roofs. The Contractor must ensure full compliance with the current Construction Regulations relating to such work. Details of fragile roofs will be given in the Purchasers' Enquiry documentation and/or on the working at heights risk assessment when it is issued by the Purchaser.
- (f) The Contractor shall ensure that all material, equipment and tackle are not left unattended for any period except where they are safe by position or protected or secured so that they cannot be dislodged.
- (g) The Contractor shall ensure that scaffold boards and staging, sheeting and any loose equipment are securely lashed to prevent their being carried away in high winds.
- (h) The Contractor shall ensure that all materials or equipment dismantled or left over from any work on roofs are suitably and safely lowered to ground level (by ropes) and are not thrown down or dropped from a height.
- (i) No work shall be started in the vicinity of overhead electric wires, crane trolley wires or 'T' bars without prior consultation with the Engineer and until any precautions required by him have been taken.

5.7 Working over or near liquids

(a) No work shall be started until the Engineer and Purchaser's Safety Adviser have agreed that procedures have been put in place to ensure that the work-places stairs, ladders and gangways above or across vessels containing dangerous or scalding liquids shall be properly secured, and of adequate strength and width, and securely fenced off. These procedures shall be detailed in the method statement.

5.8 Work in designated confined spaces and plant and vessels containing dangerous fumes

- (a) The Contractor shall obtain a confined spaces permit (see section 2.3) from an authorised person representing the Purchaser before entering any tank, chamber or other confined space in which dangerous fumes could be present and he shall also comply with all Regulations relating to dangerous fumes and lack of oxygen.
- (b) The Contractor shall obtain permission from the Engineer before commencing any work which involves the use of flame or electric arc apparatus in proximity to, or on any plant, tank or vessel containing or having contained any inflammable or explosive substance, gas, etc. Details of this work must be included in the Method Statement.
- (c) The Engineer shall ensure that adequate arrangements have been made both by himself and the Contractor for the work to be done without risk of fire or explosion.
- (d) Tests to determine the nature of any work place atmosphere shall be carried out by the Purchaser, as detailed within the confined spaces permit, unless the Purchaser requires the Contractor to carry out such tests.
- (e) In all such cases including those mentioned above the requirements of current health and safety legislation relating to dangerous fumes and lack of oxygen shall be complied with. To meet these requirements work's rules exist and the Contractor shall familiarise himself with these rules, which he shall obtain from the Engineer. Procedures to ensure compliance with these rules and the regulations shall be detailed in the method statement.
- (f) If gas tests indicate that the use of breathing apparatus is necessary it shall be used by the Contractor's personnel. The arrangements for the provision, maintenance and training the use of such breathing apparatus shall be agreed in advance between the Contractor and the Purchaser. (Contractors are required to provide all BA equipment and to ensure that their operatives are fully trained in its operation).
- (g) The Contractor's attention is also drawn to the fact that some buildings are fitted with a C02 or other fire extinguishing gas fire prevention system where C02 systems are installed these must be isolated/locked off prior to entering the area.
- (h) When work is being carried out in designated confined spaces, using breathing apparatus, the following additional precautions must be taken:
- A standby safety man must be provided also equipped with BA equipment to initiate a rescue if the individuals carrying out the work get into difficulty.

- Mechanical means to assist a rescue of personnel from the confined space must also be provided by the Contractor.
- Only extra low voltage lighting equipment as specified in clause 4.1e of this document must be used in explosive atmosphere.

5.9 Pressurised Systems

- (a) The Contractor shall satisfy himself that any pressure system which he provides for his own use, or which the Purchaser is called upon to supply, is fully suited to the purpose and is operated in a safe and proper manner, and is inspected on a regular basis in compliance with the statutory requirement.
- (b) The Contractor, shall take full and sole responsibility for any risk arising from using this equipment.
- (c) On request by the Purchaser the Contractor shall provide evidence of compliance with the statutory requirements relating to the periodic testing and examination of the Contractor's pressure systems as required by the Pressure Systems and Transportable Gas Container Regulations, 1989.
- (d) No pressure system shall, except for statutory testing purposes, be operated beyond its safe working pressure.
- (e) No work is to take place on or near the Purchaser's pressure systems without first notifying the Engineer and ensuring compliance with the Pressure Systems Regulations.

5.10 Naked lights

(a) The Contractor shall comply with any notice or special directive which prohibits smoking on the site or adjacent areas. (Such areas are clearly marked). No naked lights shall be used by the Contractor on the site without written permission from the Engineer.

The contractor's attention is also drawn to the fact that the Purchaser operates local smoking policies on it's sites. In line with the Smoke-Free (Premises and Enforcement) Regulations 2006, the contractor and or his sub contractors must comply with these policies.

5.11 Welding and burning

- (a) The Contractor shall seek permission from the Engineer before he carries out any welding or burning. The intention to carry out any hot work should be identified on the general permit to work.
- (b) Prior to hot work operations, a Hot Working Risk Assessment must be completed by the Engineer. This risk assessment must include details of how long monitoring will continue after hot working has ceased

- (c) The Contractor's attention is particularly drawn to the following requirements for electric arc welding:
- If a weld is being made to a building structure, then the return current lead shall be attached to the structure as close as possible to the welder and in any case not more than 15 metres away.
- If the work comprises the welding of loose items not securely fastened to the building structure, then the return lead shall be connected direct to the work piece.
- In addition to the foregoing, all objects being welded shall be earthed. Screw clamp type electrodes shall be used.
- The Contractor shall obtain prior <u>written permission</u> from the Engineer before welding to items connected to transformer secondaries and Arc Furnace transformers.
- (d) When carrying out welding or burning operations, the Contractor shall take effective Precautions to ensure no sparks or molten metal can injure any person or cause damage or fires; in particular when working on or near flammable cladding material, cables, trenches, oil or gas services or conveyor belting.
- (e) Gas cylinders shall not be left or used near any source of heat. In use they should be held in bottle barrows or secured to shop columns in an upright position. All gas cylinders shall be fitted with flashback arresters. They shall not be left in enclosed position, e.g. boxes, cupboards or Site huts and after use shall be returned to the Contractors' site compound or removed from site.
- (f) The Contractor is to provide hand fire extinguishers when ever any burning, welding or grinding work is being undertaken. These extinguishers must be placed adjacent to the welding / burning work.
- (g) In certain cases the Purchaser's fireman may be asked to visit the work area to give expert advice (which Contractors must take into account) and in some cases, assist in fire prevention measures. The requirement for involvement of the firemen will be clarified when the general permit to work is issued.

5.12 Excavation

- (a) Prior to <u>any</u> excavation work the Contractor shall obtain from the Engineer a permit to dig which shall indicate underground services in the area where the work is to be carried out and which shall draw attention to any precautions necessary. (See 2.4)
- (b) The Contractor shall ensure that excavations or openings in floors are securely fenced and marked or otherwise protected when left being unattended and, at other times consistent with the work done, are safe for all persons (including other contractors, visitors, trespassers, etc.).
- (c) The Contractor shall ensure that during periods of reduced visibility e.g., during the hours of darkness or in fog, all excavations and obstructions are marked with a sufficient number of red or orange lamps or flares.

- (d) Shoring shall be carried out as laid down in the Construction (Health and Safety and Welfare) Regulations 1996,
- (e) In the interest of general safety during any excavation work, the surrounding areas shall be maintained in an orderly and tidy condition. Loose material of any kind shall be kept clear of gangways and working spaces and not allowed to obstruct them. Loose material and spoil of any kind shall be kept at least 1 metre clear of rail tracks.
- (f) Where an excavation would block a recognised site-route, the Contractor shall agree an alternative route with the Engineer. The Contractor shall erect signs which clearly indicate the alternative route before blocking the original route.
- (g) Where excavators are operating within buildings containing overhead cranes, a crane permit must be issued by the Purchaser. This permit will detail additional precautions necessary to prevent the excavator coming into contact with the crane, down shop conductors or the crane's load. (See 2.2)

5.13 Demolition

- (a) All demolition shall be carried out in accordance with the Construction (Health Safety and Welfare) Regulations 1996 and Construction (Design and Management) Regulations 2007, where applicable.
- (b) All demolition work must be carried out in accordance with OS5 conditions of contract.

6 Environmental Management

6.1 Site Cleanliness

- (a) The Contractor shall ensure that during the execution of work on Site the surrounding areas are maintained in an orderly and tidy condition and that loose material of any kind is not left in gangways or adjacent working areas.
- (b) The Contractor shall ensure that at the end of the working day the Site is left in a safe and tidy condition.
- (c) At the expiration of the contract or at the end of a definite phase of the Contract as notified by the Purchaser, the Contractor shall leave the site in a safe and tidy condition. Should the Contractor fail to do this the Purchaser reserves the right to remove all offending materials left on the Site and to deduct the cost of this operation from the contract price.

The Purchaser accepts no responsibility for any material which he removes in this manner at the termination of the contract or phase of the contract.

(d) All Outokumpu Sites are governed by an Environmental Management System compliant with the requirements of ISO 14001:2004 details of specific policies are available from the Purchaser to ensure contractors understand their responsibility under such Management systems.

6.2 Waste Disposal

- (a) The Contractor shall ensure that all waste material arising from the contract is properly identified, accurately described and suitably contained in accordance with the duty of care requirements imposed by the Environmental Protection Act 1990.
- (b) The Contractor shall inform the Engineer of all waste material arising from the contract and in advance where special waste or large quantities of waste are involved.
- (c) Only registered waste carriers in possession of Purchaser's valid transfer notes are allowed to remove waste from Site. The Purchaser must be notified in advance as to the destination of any special waste as defined by Hazardous Waste Regulations 2005
- (d) The disposal of waste by burning or feeding to drains or sewers is not allowed.

6.3 Noise

All equipment, whether permanently fixed or temporary, must conform to the Purchaser's Engineering Standards and all relevant noise legislation. In addition, no equipment will be permitted to cause a nuisance in relation to noise or vibration.

6.4 Dust/Fume

No Contractor shall permit the generation of dust and/or fume, from their operation, which could cause a danger to health, cause a statutory nuisance, or result in the breach of the Site IPC or PPC Authorisation.

Work likely to result in the generation of dust and/or fume should be notified to the Engineer prior to commencement.

6.5 Asbestos

- (a) The Purchaser will endeavour to ensure that all sources of asbestos are identified to the contractor at the enquiry stage of the work.
- (b) The Contractor must ensure that detailed information regarding the removal/replacement of asbestos or asbestos products is contained within the method statement.
- (c) If, during the course of the work asbestos or asbestos products are found on site, or a Contractor' operatives believes that material may be asbestos, the Contractors' Supervisor must bring this to the immediate attention of the Engineer.
- (d) Arrangements for the safe removal/disposal of any asbestos found on site will be jointly agreed between the Purchaser's Engineer and the Contractors Management. Such agreements will be put in writing.

7 Health Welfare of Contractors Personnel

7.1 Alcohol/Drugs

The Purchaser has an in-house alcohol/drugs policy relating to his own employees. Similar controls must be exercised by the Contractor's management in respect to their employees and any Sub Contractors. Further detail on this policy may be obtained from the Purchaser on request.

7.2 Electro Magnetic Radiation

Certain plant items within the Purchaser's site emit high levels of electro magnetic radiation and this may adversely affect people fitted with heart pacemakers.

If any of your staff or workforce who are involved in site work are fitted with such devices they should seek further guidance from the Purchaser's Medical staff.

7.3 Children/Animals

Contractors must not bring children or animals onto the works even if the site visit is of a short duration, e.g. delivery (minimum age of anyone allowed on site is 12 years old).

7.4 Disability Discrimination Act

The Purchaser expects the Contractor to comply fully with the Disability Discrimination Act 1995.

7.5 Harassment Policy

The Purchaser operates an Equal Opportunities/Harassment Policy to protect its own employees. All Contractors carrying out site work on our site must be able to demonstrate that they operate similar policies in respect to equal opportunities/harassment. Further details on this Policy may be obtained from the Purchaser on request.

7.6 Smoking Policy

In line with the Smoke Free (Premises and Enforcement) Regulations 2006, smoking restrictions apply on all Outokumpu Sites, as follows:

SMACC

A complete ban on smoking is in force in SMACC, Multiserve and all surrounding buildings, and outside areas.

Distribution, ASR, SSS, Closure Areas

Smoking is banned within any building belonging to the above divisions, however, smoking will be allowed in designated and signed smoking shelters situated outside of buildings.

8 Site Supervision

The Contractor is reminded that it is his/her responsibility to adequately supervise and monitor their own staff/operatives working on site and those of any sub-contractors, ensuring that staff/operatives adhere fully to method statements and comply with all control measures set out in risk assessments is a fundamental responsibility of the Contractors' Supervision/Management.

9 Breaches of Site Regulations

(a) In the event of any contravention by the Contractor's employees of these site regulations being discovered, either by the Contractor or by it being brought to the Contractor's knowledge by the Purchaser, the Contractor shall investigate the matter thoroughly and, where appropriate, take disciplinary action against the person or persons concerned.

The Purchaser's normal disciplinary procedures are as follows: for the work should identify these hazards).

- (b) Verbal warning to the individual worker and/or their site supervisor.
- (c) Written warning to local Contracts Manager/Site Supervisor.
- (d) Contract suspension.
- (e) Contract termination.

Appendix 1 - Contractors briefing check list

In order to meet statutory obligations placed upon the company it is essential that all contractors are briefed correctly before any work is commenced. The following is a check list which shall be used by supervisors when briefing contractors just prior to work commencing. The list is designed to be as comprehensive as possible however there may be other hazards within your area that require discussing. (Risk assessments for the work should identify these hazards).

- Passport to Safety
- ID Card
- Determine the precise area of work.
- Determine the nature of the work, ensure that a work method statement exists for the job
- Establish who within Outokumpu Stainless is supervising the work.
- Establish the number of personnel on site.
- Check/ discuss the system of work, is it safe?
- Explain the operation of the Permit to Work system used on site and what the Contractor's responsibilities are in the operation of this system.
- Issue the Contractor with the appropriate permit/permits to work (general permit, crane permit, confined spaces permit, permit to dig, high voltage permit).
- Explain the departmental operational procedures, hi-lighting any major hazards i.e. acid, gas, molten metal, caustic.
- Discuss what personal protective clothing equipment is required and establish if the Contractor has brought this equipment to site.
- Explain local isolation / immobilisation procedures including where appropriate the rules of working on or near Electric Overhead ravelling cranes, (flagmen, warning notices, red flags etc.).
- Ascertain type of equipment/tools to be used.
- Question the use of works piped services, i.e. compressed air, oxygen, propane, electricity etc
- Advise on the safe access to and egress from the site and the work area.
- Identify restricted areas or buildings.
- Where appropriate determine siting of cabins and positioning of heating gas bottles.
- Check the test certificates of lifting appliances to be used.
- Point out the restrictions on the use of Outokumpu Stainless lifting tackle.
- Explain the emergency help procedures, hi-lighting to the contractor the location of the Medical Centre.
- Explain works road safety rules.
- Prohibit the unauthorised driving of works vehicles or equipment.
- Emphasise the importance of adherence to warning signs.
- Explain the need to install temporary barriers and warning notices around all holes or excavations.
- Ensure the Contractor is made aware to clean the site and replace all guards/covers on completion of the job.
- Identify any sources of ionising radiation or lasers,
- Ensure that the Contractor is aware of the need to wear safety harnesses whenever carrying out work at heights.

Appendix II - Definitions

"SITE" means the land which is identified by the Contract Plan called "Site Plan" or the land occupied by the Purchaser or any other place on which the Works are to be erected and commissioned together with such of the surrounding area as the Contractor may with the consent of the Engineer actually use in connection with the Works otherwise than for the purpose of access.

"PURCHASER" means Outokumpu Stainless Ltd., its legal personal representatives, successors and assigns.

"CONTRACTOR" means the firm or company named as such in the Contract and its legal personal representatives, successors and assigns.

"WORKS" means the plant to be designed, manufactured, supplied, erected, commissioned and maintained, together with all work to be done under the Contract.

"ENGINEER" means the person for the time being so appointed by the Purchaser.

(Note: This person will normally be designated to the Contract as the Engineer or the Engineer's Representative).

"SAFETY ADVISER" means the person for the time being so appointed by the Purchaser.

"FIRE PREVENTION ADVISER" means the person for the time being so appointed by the Purchaser.

"INDUSTRIAL RELATIONS MANAGER" means the person for the time being so appointed by the Purchaser.

"EXCAVATION" means any ground works, digging, diamond drilling, diamond saw cutting work.