

DATED: 13 FEBRUARY 2025

CANNOCK CHASE DISTRICT COUNCIL (1)

AND

J F E ATTRIDGE SCAFFOLDING SERVICES CO. LIMITED (2)

**FRAMEWORK AGREEMENT FOR THE PROVISION,
ERECTION AND REMOVAL OF SCAFFOLD (IA3509)**



Civic Centre
Beecroft Road
Cannock
WS11 1BG

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THIS DEED is made the 13th day of February 2025

BETWEEN

- (1) **CANNOCK CHASE DISTRICT COUNCIL** of Civic Centre, Beecroft Road, Cannock, WS11 1BG ("**the Council**"); and
- (2) **J F E ATTRIDGE SCAFFOLDING SERVICES CO LIMITED** (Company Number 1066986) whose registered address in England and Wales is at C/O Cjm Associates, Floor 2 Lakeside Point Lakeside Business Park, Walkmill Lane, Cannock, Staffordshire, WS11 0XE ("**the Provider**").

BACKGROUND

- (A) The Council placed a notice on 4 November 2024 on Contracts Finder, seeking expressions of interest from potential providers for the provision, erection and removal of scaffolds to Council-owned properties in the Cannock Chase district (the "**Works**") via a framework agreement.
- (B) The Provider submitted a tender for inclusion on the framework agreement on 11 November 2024.
- (C) The Council in consequence of the process detailed above selected the Provider to enter into the Framework Agreement to provide the Works to the Council from time to time on a call-off basis in accordance with this Framework Agreement.
- (D) This Framework Agreement sets out the award and ordering procedure for works, the main terms and conditions for any Call-Off Contract, and the obligations of the Provider during and after the term of this Framework Agreement.
- (E) It is the Parties' intention that there will be no obligation upon the Council to award any Orders or enter into any Call-off Contracts under this Framework Agreement during its Term.
- (F) For the purposes of this Framework Agreement and any Call-Off Contracts where the term "Employer" is used it shall mean the "Council" and where the term "Contractor" is used it shall mean the "Provider" and vice versa.

IT IS AGREED as follows:-

1. DEFINITIONS

- 1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings: -

"Accreditation" means the accreditation to be maintained by the Provider throughout the Term and any Call-Off Contracts as detailed in the Specification;

"Approval" means the prior written approval of the Council;

"Audit" means an audit carried out pursuant to Clause 19;

"Auditor"	means the National Audit Office (or any successor body thereto) or an auditor appointed by Public Sector Audit Appointments Limited, (or any successor body thereto) as the context requires or an internal audit body of the Council;
"Call-Off Contract"	means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Required Works made between the Council and the Provider;
"Commencement Date"	means 1 March 2025;
"Commercially Sensitive Information"	means any Confidential Information comprised of information: - <ul style="list-style-type: none"> (a) which is provided in writing by the Provider to the Council in confidence and designated as Commercially Sensitive Information; and/or (b) that constitutes a trade secret;
"Confidential Information"	means: - <ul style="list-style-type: none"> (a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and sensitive data within the meaning of the Data Protection Legislation; and (b) the Commercially Sensitive Information;
"Controller"	as defined in the Data Protection Legislation;
"Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;
"Data Subject"	shall have the same meaning as set out in the Data Protection Legislation;
"Default"	means, for the purposes of a Call-Off Contract, any breach of the obligations of either party to the Call-Off Contract;

“Domestic Law”	the law of the United Kingdom or a part of the United Kingdom;
“Employer”	means the Council, or commissioning the Required Works as detailed in the JCT Minor Works Call-Off Terms and Conditions;
“Employer’s Agent”	means the employer’s agent as may be appointed by the Council from time to time and notified to the Provider;
"Environmental Information Regulations"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
"FOIA "	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Framework Agreement"	means this agreement and all Schedules to this agreement;
"Framework Agreement Variation Procedure"	means the procedure set out in Framework Schedule 6.
“Framework Year”	means any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date;
"Fraud"	means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Council;
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
"Information"	has the meaning given under Section 84 of the Freedom of Information Act 2000;
“ITT”	means the invitation to tender issued by the Council in respect of the Framework Agreement on 4 November 2024;

"Intellectual Property Rights"	means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
"JCT Minor Works Call-Off Terms and Conditions"	means the JCT Minor Works Building Contract with contractor's design 2016 Edition as amended by Framework Schedule 4;
"Law"	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body;
"Material Default"	means any breach of Clause 9 (Award Procedure), Clause 13 (Safeguard Against Fraud), Clause 14 (Call-Off Contract Performance), Clause 16 (Statutory Requirements), Clause 17 (Non-Discrimination), Clause 19 (Records and Audit Access), Clause 21 (Freedom of Information), Clause 22 (Data Protection), Clause 24 (Modern Slavery) and Clause 31 (Transfer and Sub-contracting);
"Month"	means a calendar month;
"Order"	means an order for Works served by the Council on the Provider in accordance with the Ordering Procedure;
"Order Form"	means a document setting out details of an Order as detailed in Framework Schedule 3;
"Ordering Procedures"	means the ordering and award procedures specified in Clause 9;
"Parent Company"	means any company which is the ultimate Holding Company of the Provider and which is either responsible directly or indirectly for the business activities of the Provider or which is engaged in the same or similar business to the Provider. The term "Holding Company" shall have the meaning ascribed by Section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto;
"Party"	means the Council and/or the Provider;
"Personal Data"	shall have the same meaning as set out in the Data Protection Legislation;

“Premises”	means the land and buildings in which the Required Works is to be carried out / delivered;
“Pricing Adjustment”	means the calculation to be used to adjust the Pricing Matrices during the Term as detailed in Part 2 of Framework Schedule 2;
“Pricing Matrices”	means the pricing matrices set out in Framework Schedule 2;
“Principal Contractor”	means the contractor with overall control over the construction phase of Works involving more than one contractor. Appointed in writing by the Employer to plan, manage, monitor and coordinate health and safety during the Works;
“Processor”	as defined in the Data Protection Legislation;
“Regulations”	means the Public Contracts Regulations 2015 (as may be amended from time to time);
“Regulatory Bodies”	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Council;
“Requests for Information”	means a request for information or an apparent request under the FOIA or the Environmental Information Regulations;
“Required Works”	means any Works identified by the Council in an Order;
“Site”	means the area of which the Provider has the right of access to under the Required Works;
“Specification”	means the Specification forming part of the ITT as set out in Framework Schedule 1;
“Staff”	means all persons employed by the Provider together with the Provider's servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Framework Agreement or Call-Off Contracts;
“Tender”	means the tender submitted by the Provider to the Council in response to the ITT on 11 November 2024, as contained in Framework Schedule 9;
“Term”	means the period commencing on the Commencement Date and ending on three (3) years (subject to extension pursuant to Clause 5 of this Framework Agreement) or on earlier termination of this Framework Agreement;

“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014);
“TUPE Schedule”	means the provisions contained in Framework Schedule 8 of this Framework Agreement;
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
"Works"	means any Works described in Framework Schedule 1;
“Working Days”	means any day other than a Saturday, Sunday or public holiday in England and Wales;

2. INTERPRETATION

2.1 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:-

- 2.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 2.2.2 words importing the masculine include the feminine and the neuter;
- 2.2.3 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- 2.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 2.2.5 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 2.2.6 headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- 2.2.7 the Framework Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Framework Schedules;
- 2.2.8 references in this Framework Agreement to any Clause or Sub-Clause or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause or Schedule to this Framework Agreement so numbered;

- 2.2.9 references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Framework Schedule to this Framework Agreement so numbered;
- 2.2.10 reference to a Clause is a reference to the whole of that clause unless stated otherwise; and
- 2.2.11 In the event and to the extent only of any conflict between the Clauses and the remainder of the Framework Schedules, the Clauses shall prevail over the remainder of the Framework Schedules.

3. THE COUNCIL'S OBLIGATIONS

- 3.1 Save as otherwise expressly provided, the obligations of the Council under the Agreement are obligations of the Council in its capacity as a contracting counterparty and nothing in this Framework Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Council in any other capacity, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability under the Framework Agreement (howsoever arising) on the part of the Council to the Provider.

4. ENTIRE AGREEMENT

- 4.1 This Framework Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Framework Agreement. The Framework Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.
- 4.2 In the event of and only to the extent of any conflict between the body of the Framework Agreement, Specification, the ITT, the Tender and other documents referred to or attached to this Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 4.2.1 the body of the Framework Agreement shall prevail over;
- 4.2.2 the Framework Schedules;
- 4.2.3 the ITT;
- 4.2.3 any other document referred to in the Framework Agreement.

5. TERM OF FRAMEWORK AGREEMENT

The Framework Agreement shall take effect on the Commencement Date and (unless it is otherwise terminated in accordance with the terms of this Framework Agreement or it is otherwise lawfully terminated) shall terminate at the end of the Term PROVIDED THAT the Council may extend the Term by up to twelve (12) Months on one occasion only, by serving not less than three (3) Months written notice on the Provider prior to the end of the Term.

6. SCOPE OF FRAMEWORK AGREEMENT

- 6.1 This Framework Agreement governs the relationship between the Council and the Provider in respect of the provision of Works by the Provider to the

Council.

- 6.2 The Council may at its absolute discretion and from time to time order Works from the Provider in accordance with the Ordering Procedure during the Term.
- 6.3 The Provider acknowledges that there is no obligation for the Council to purchase any Works from the Provider during the Term.
- 6.4 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Council in respect of the total quantities or values of Works to be ordered by them pursuant to this Framework Agreement and the Provider acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.

7. THE PROVIDER'S APPOINTMENT

- 7.1 The Council appoints the Provider as the provider of the Works during the Term.
- 7.2 Throughout the Term, the Provider will maintain the relevant Accreditations which will be checked by the Council annually.

8. NON-EXCLUSIVITY

The Provider acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Council for Works from the Provider and that the Council is at all times entitled to enter into other contracts and arrangements with Providers (other than via this Framework Agreement) for the provision of any or all works which are the same as or similar to the Works.

9. AWARD PROCEDURES

Awards under the Framework Agreement

- 9.1 If the Council decides to source Works through this Framework Agreement, then it may do so in accordance with the terms laid down herein.

Ordering Required Works

- 9.2 The Council may:
 - 9.2.1 place an Order with the Provider by serving an Order Form on the Provider in writing (which shall include via email) identifying:
 - (a) the Required Works;
 - (b) the location of the Required Works;
 - (c) the timescales within which the Required Works are to be carried out and completed; and
 - (d) any other specific instructions relevant to the Required Works; and
 - 9.2.2 submit the Order (by email) to the Provider.

- 9.3 Following receipt by the Provider of an Order issued by the Council pursuant to Clause 9.2, the Provider shall either:
- 9.3.1 within two (2) Working Days of such receipt confirm in writing (which for the purposes of this Clause includes email) that it does **not** propose to carry out the Works; or
 - 9.3.2 within five (5) Working Days of receipt of such Order, the Provider shall acknowledge receipt and confirm acceptance of the Order, and submit to the Council a fixed price quotation in respect of the Required Works, such price being calculated in accordance with the Pricing Matrices set out in Part One of Framework Schedule 2, broken down with all backup or confirmatory details, including but not limited to sub-contractor quotes and material suppliers' quotes.
- 9.4 Failure to provide a quotation within five (5) Working Days of receipt of an Order shall be deemed to be confirmation by the Provider that it does not intend to issue a quotation in response to such Order.
- 9.5 The Provider in acknowledging and accepting an Order pursuant to Clause 9.3.2 above creates a Call-Off Contract with the Council for the provision of the Required Works described in the Order. Such Call-Off Contract shall be formed upon the confirmation of and acceptance of the Order to the Council by the Provider (which is not returned undelivered) and such Call-Off Contract shall be in the form of the JCT Minor Works Call-Off Terms and Conditions, subject to such amendments to the standard form contract as set out in Framework Schedule 4.

Form of Order

- 9.6 Subject to Clauses 9.1 to 9.5 above and Clause 9.7 below, the Council may place an Order with the Provider by serving an Order Form on the Provider in writing (which for the avoidance of doubt shall include email) identifying the Required Works. The Parties agree that any document or communication (including any document or communication in the apparent form of an Order) which is not in the form prescribed by this Clause 9.6 and Framework Schedule 3 shall not constitute an Order under this Framework Agreement.
- 9.7 The Council may (at its entire discretion) require a Call-Off Contract to be formally executed under hand or as a deed. In such cases the Council shall issue the relevant Call-Off Contract to the Provider in duplicate as soon as reasonably practicable following the issue of the relevant Order Form and the Provider shall execute the relevant Call-Off Contract and return it to the Council within twenty (20) Working Days of receipt.

9.8 Terms of Call-Off Contracts

The JCT Minor Works Call-Off Terms and Conditions are hereby incorporated by reference into any Call-Off Contract formed pursuant to this Clause 9.

10. WARRANTIES AND REPRESENTATIONS

- 10.1 The Provider warrants and represents to the Council that: -
- 10.1.1 it has full capacity and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;

- 10.1.2 this Framework Agreement is properly executed by duly authorised directors or a duly authorised director and secretary of the Provider;
- 10.1.3 in entering into this Framework Agreement or any Call-Off Contract it has not committed any Fraud;
- 10.1.4 as at the Commencement Date, all information, statements and representations contained in the Tender (including statements made in relation to the categories referred to in Regulations 23, 24 and 25 of the Regulations) for the Works are true, accurate and not misleading save as may have been specifically disclosed in writing to the Council prior to the execution of this Framework Agreement and it will promptly advise the Council of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
- 10.1.5 it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of the Framework Agreement;
- 10.1.6 it has not caused or induced any person to enter such agreement referred to in Clause 10.1.5 above;
- 10.1.7 it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender for Works under the Framework Agreement;
- 10.1.8 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010;
- 10.1.9 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the Council;
- 10.1.10 it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the Council;
- 10.1.11 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Provider's assets or revenue; and
- 10.1.12 in the three (3) years prior to the date of this Framework Agreement: -
 - (a) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally

accepted accounting principles that apply to it in any country where it files accounts;

- (b) it has been in full compliance with all applicable securities laws and regulations in the jurisdiction in which it is established; and
- (c) it has not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Provider's position as an ongoing business concern or its ability to fulfil its obligations under this Framework Agreement.

11. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

- 11.1 The Provider shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council or any other public body or person employed by or on behalf of the Council or any other public body any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to this Framework Agreement, any Call-Off Contract or any other contract with the Council or any other public body or person employed by or on behalf of the Council or any other public body (including its award to the Provider, execution or any rights and obligations contained in it), or for showing or refraining from showing favour or disfavour to any person in relation to any such contract. The attention of the Provider is drawn to the criminal offences under the Bribery Act 2010.
- 11.2 The Provider warrants that it has not paid commission nor agreed to pay any commission to the Council or any other public body or any person employed by or on behalf of the Council or any other public body in connection with this Framework Agreement, any Call-Off Contract or any other contract with the Council or any other public body or person employed by or on behalf of the Council or any other public body.
- 11.3 If the Provider, its Staff or any person acting on the Provider's behalf, engages in conduct prohibited by Clauses 11.1 or 11.2 above, or commits any offence under the Bribery Act 2010 the Council may:-
 - 11.3.1 terminate the Framework Agreement with immediate effect by giving notice in writing to the Provider and recover from the Provider the amount of any loss suffered by the Council resulting from the termination; or
 - 11.3.2 recover in full from the Provider, and the Provider shall indemnify the Council in full from and against any other loss sustained by the Council in consequence of any breach of this Clause, whether or not the Framework Agreement has been terminated.

12. CONFLICTS OF INTEREST

- 12.1. The Provider shall take appropriate steps to ensure that neither the Provider nor any Staff are placed in a position where (in the reasonable opinion of the Council) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and/or any Staff and the duties owed to the Council under the provisions of this Framework Agreement or any Call-Off Contract.

- 12.2. The Provider shall promptly notify and provide full particulars to the Council if such conflict referred to in Clause 12.1 above arises or is reasonably foreseeable to arise.
- 12.3. The Council reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to the Council under the provisions of this Framework Agreement or any Call-Off Contract. The action of the Council pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Council.
- 12.4. This Clause shall apply during the Term and for a period of two (2) years after its termination or expiry.

13. SAFEGUARD AGAINST FRAUD

The Provider shall safeguard the Council against Fraud generally and, in particular, Fraud on the part of the Provider or its Staff. The Provider shall notify the Council immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

14. CALL-OFF CONTRACT PERFORMANCE

- 14.1 The Provider shall perform all Call-Off Contracts in accordance with: -
- 14.1.1 the requirements of this Framework Agreement; and
 - 14.1.2 the terms and conditions of the respective Call-Off Contracts.
- 14.2 In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a Call-Off Contract, the terms and conditions of this Framework Agreement shall prevail.
- 14.3 The Provider shall be available as reasonably required by the Council for progress meetings to discuss specific Call-Off Contracts either at the Council's offices or at the site which is the subject of the Call-Off Contract in question. The Provider shall also be available as reasonably required by the Council for meetings to review the performance of the Provider under this Framework Agreement. The Provider shall not make any charge to the Council in respect of any such meetings.
- 14.4 The Provider shall ensure that all Staff engaged in the performance of Call-Off Contracts shall have the correct skills and qualifications to undertake the Works which are the subject of such Call-Off Contract. Proof of such skills and qualification is to be provided by the Provider to the Council in writing at the Council's request.

15. PRICES FOR WORKS

- 15.1 The prices offered by the Provider to the Council for Call-Off Contracts for Required Works shall be the prices detailed in the Pricing Matrices.

- 15.2 Not Used
- 15.3 In the event that the Term is extended pursuant to clause 5, the Price Adjustment may be applied.
- 15.4 The Provider shall ensure that its Sub-Contractors and other members of the supply chain shall be paid in full within 30 days of payment becoming due and/or owing in accordance with governmental guidelines and directives.

16. STATUTORY AND OTHER REQUIREMENTS

- 16.1 The Provider shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Call-Off Contract.

17. NON-DISCRIMINATION

- 17.1 The Provider shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise).
- 17.2 The Provider shall take all reasonable steps to secure the observance of Clause 17.1 by all servants, employees or agents of the Provider and all suppliers and sub-contractors employed in the execution of the Framework Agreement.

18. PROVISION OF MANAGEMENT INFORMATION

- 18.1 The Council may, from time-to-time, request relevant written management information from the Provider to facilitate the operation of the Framework Agreement and manage its performance. The Provider shall, within ten (10) Working Days, submit the requested information.

19. RECORDS AND AUDIT ACCESS

- 19.1 The Provider shall keep and maintain until twelve (12) years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Call-Off Contracts entered into with the Council and the sums paid by the Council for the Works provided under the Call-Off Contracts.
- 19.2 The Provider shall keep the records and accounts referred to in Clause 19.1 above in accordance with good accountancy practice.
- 19.3 The Provider shall afford the Council and/or the Auditor such access to such records and accounts as may be required from time to time.
- 19.4 The Provider shall provide such records and accounts (together with copies of the Provider's published accounts) during the Term and for a period of twelve (12) years after expiry of the Term to the Council and the Auditor.
- 19.5 The Council shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Provider or delay the provision of the Works pursuant to the Call-Off Contracts, save insofar as the Provider accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Council.

19.6 Subject to the Council's rights of confidentiality, the Provider shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including: -

19.6.1 all information requested by the Auditor within the scope of the Audit;

19.6.2 reasonable access to sites controlled by the Provider and to equipment used in the provision of the Works; and

19.6.3 access to the Staff.

19.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 19, unless the Audit reveals a Material Default by the Provider in which case the Provider shall reimburse the Council for the Council's reasonable costs incurred in relation to the Audit.

20. CONFIDENTIALITY

20.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:

20.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

20.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

20.2 Clause 20.1 shall not apply to the extent that:

20.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 21 (Freedom of Information);

20.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

20.2.3 such information was obtained from a third party without obligation of confidentiality;

20.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Framework Agreement;
or

20.2.5 it is independently developed without access to the other Party's Confidential Information.

20.3 The Provider may only disclose the Council's Confidential Information to its Staff who are directly involved in the provision of the Works and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

20.4 The Provider shall not, and shall procure that its Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Framework Agreement.

- 20.5 At the written request of the Council, the Provider shall procure that those members of the Staff identified in the Council's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Framework Agreement.
- 20.6 Nothing in this Framework Agreement shall prevent the Council from disclosing the Provider's Confidential Information:
- 20.6.1 to any Crown Body or any other Contracting Bodies. All Crown Bodies or Other Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or Other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or Other Contracting Body;
 - 20.6.2 to any consultant, contractor or other person engaged by the Council;
 - 20.6.3 for the purpose of the examination and certification of the Council's accounts;
 - 20.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources.
- 20.7 The Council shall use all reasonable endeavours to ensure that any government department, Council employee, third party or Sub-contractor to whom the Provider's Confidential Information is disclosed pursuant to clause 20.6.1 is made aware of the Council's obligations of confidentiality.
- 20.8 Nothing in this Clause 20 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

21. FREEDOM OF INFORMATION

- 21.1 The Provider acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 21.2 The Provider shall and shall procure that its Sub-contractors shall:
- 21.2.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 21.2.2 provide the Council with a copy of all Information in its possession, or power in the form that the Council requires within five (5) Working Days (or such other period as the Council may specify) of the Council's request; and
 - 21.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for

Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

- 21.3 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Framework Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 21.4 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 21.5 The Provider acknowledges that (notwithstanding the provisions of Clause 21.2) the Council may be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Provider or the Works:
- 21.5.1 in certain circumstances without consulting the Provider; or
 - 21.5.2 following consultation with the Provider and having taken their views into account;
 - 21.5.3 provided always that where 21.2 applies the Council shall take reasonable steps, where appropriate, to give The Provider advance notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.
- 21.6 The Provider shall ensure that all Information is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.
- 21.7 The Provider acknowledges that the Commercially Sensitive Information listed in Framework Schedule 5 is of indicative value only and that the Council may be obliged to disclose it in accordance with clause 21.5.

22. DATA PROTECTION

- 22.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 22 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 22.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Provider is the Processor. Framework Schedule 7 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 22.3 Without prejudice to the generality of clause 22.1, the Council will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this Framework Agreement.
- 22.4 Without prejudice to the generality of clause 22.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this Framework Agreement:
- 22.4.1 process that Personal Data only on the written instructions of the

Council (as set out in Framework Schedule 7), unless the Provider is required by Domestic Law to otherwise process the Personal Data. Where the Provider is relying on Domestic Law as the basis for processing Personal Data, the Provider shall promptly notify the Council of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Provider from so notifying the Council;

- 22.4.2 ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Council, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);;
- 22.4.3 not transfer any Personal Data outside of the UK unless the prior written consent of the Council has been obtained and the following conditions are fulfilled;
 - (i) the Council or the Provider has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Provider complies with the reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data.
- 22.4.4 notify the Council immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner).
- 22.4.5 assist the Council in responding to any request from a Data Subject and in ensuring compliance with the Council's obligations under the Data Protection Legislation with respect to security, breach

notifications, impact assessments and consultations with supervisory authorities or regulators;

- 22.4.6 notify the Council without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Framework Agreement;
 - 22.4.7 at the written direction of the Council, delete or return Personal Data and copies thereof to the Council on termination or expiry of this Framework Agreement unless required by Domestic Law to store the Personal Data;
 - 22.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 22 and allow for audits by the Council or the Council's designated auditor and immediately inform the Council if, in the opinion of the Provider, an instruction infringes the Data Protection Legislation;
 - 22.4.9 indemnify the Council against any losses, damages, costs or expenses incurred by the Council arising from, or in connection with, any breach of the Provider's obligations under this clause 22.
- 22.5 Where the Provider intends to engage a sub-contractor pursuant to clause 29 and intends for that sub-contractor to process any Personal Data relating to this Framework Agreement, it shall:
- 22.5.1 notify the Council in writing of the intended processing by the sub-contractor;
 - 22.5.2 obtain prior written consent from the Council to the processing; and
 - 22.5.3 ensure that any sub-contract imposes obligations on the sub-contractor to give effect to the terms set out in this clause 22.
- 22.6 Either Party may, at any time on not less than 30 Working Days' written notice to the other Party, revise this clause 22 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Framework Agreement).
- 22.7 The provisions of this clause shall apply during the continuance of this Framework Agreement and indefinitely after its expiry or termination.

23. PUBLICITY

- 23.1 The Provider shall not make any press announcements or publicise this Framework Agreement in any way without the Council's prior Approval and shall take reasonable steps to ensure that its servants, employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with this Clause.
- 23.2 The Council shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Council, including any examination of this Framework Agreement by the Auditor.

- 23.3 The Provider shall not do anything or cause anything to be done, which may damage the reputation of the Council or bring the Council into disrepute.

24. MODERN SLAVERY

- 24.1 In performing its obligations under this Framework Agreement, the Provider shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- (c) shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in contracts with its direct sub-contractors and suppliers, provisions which are at least as onerous as those set out in this clause 24;
- (d) shall make reasonable enquires to ensure that its Staff have not been convicted of slavery or human trafficking offences anywhere around the world;
- (e) notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Framework Agreement; and
- (f) maintain a complete set of records to trace the supply chain of all obligations performed in connection with this Framework Agreement; and permit the Council and its representatives to inspect the Provider's premises, records, and to meet the Staff to audit the Provider's compliance with its obligations under this clause 24.

- 24.2 The Provider represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

- 24.3 A breach of this clause 24 shall constitute a Material Default for which the Council may terminate this Framework Agreement with immediate effect pursuant to clause 26.1 by giving written notice to the Provider.

25. COUNTER TERRORISM

- 25.1 The Provider acknowledges that the Council has a duty under the Counter-Terrorism and Security Act 2015 ("CTSA") to have due regard to the requirement to prevent individuals from being drawn into terrorism. The

Provider shall facilitate the Council's compliance with its duty pursuant to the CTSA and the Provider shall have regard to the statutory guidance issued under section 29 of the CTSA and, in particular, the Provider shall, by providing suitable training, ensure that its Staff:

- (a) understand what radicalisation means and why people may be vulnerable to being drawn into terrorism;
- (b) are aware of extremism and the relationship between extremism and terrorism;
- (c) know what measures are available to prevent people from becoming drawn into terrorism and how to challenge the extreme ideology that can be associated with it; and
- (d) obtain support for people who may be exploited by radicalising influences.

25.2 Where the Provider identifies or suspects that an individual may be engaged in illegal terrorist related activity, the Provider must refer such person or activity to the police.

25.3 The Provider shall (where permitted by law) notify the Council in circumstances where the Provider has made such reporting to the police and details of the outcome.

26. TERMINATION

Termination on Default

26.1 Without affecting any other right or remedy available to it, the Council may terminate this Framework Agreement and any Call-Off Contracts under the Framework Agreement by serving written notice on the Provider with effect from the date specified in such notice: -

26.1.1 where the Provider commits a Material Default and: -

- (a) The Provider has not remedied the Material Default to the satisfaction of the Council within twenty (20) Working Days, or such other period as may be specified by the Council, after issue of a written notice specifying the Material Default and requesting it to be remedied; or
- (b) the Material Default is not, in the reasonable opinion of the Council, capable of remedy;

26.1.2 where the Council terminates a Call-Off Contract awarded to the Provider under this Framework Agreement as a consequence of a Default by the Provider;

26.1.3 if any of the provisions of Regulation 73(1) of the Public Contract Regulations 2015 apply.

Termination on Financial Standing

- 26.2 The Council may terminate this Framework Agreement by serving notice on the Provider in writing with effect from the date specified in such notice where (in the reasonable opinion of the Council), there is a material detrimental change in the financial standing and/or the credit rating of the Provider which adversely impacts on the Provider's ability to supply Works under this Framework Agreement.

Termination on Insolvency and Change of Control

- 26.3 The Council may terminate this Framework Agreement with immediate effect by giving written notice to the Provider if:

- 26.3.1 the Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply];
- 26.3.2 the Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Provider with one or more other companies or the solvent reconstruction of the Provider;
- 26.3.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Provider (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Provider with one or more other companies or the solvent reconstruction of the Provider;
- 26.3.4 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Provider (being a company);
- 26.3.5 the holder of a qualifying floating charge over the assets of the Provider (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 26.5.6 a person becomes entitled to appoint a receiver over the assets of the Provider or a receiver is appointed over the assets of the Service Provider;
- 26.3.7 the Provider (being an individual) is the subject of a bankruptcy petition or order;
- 26.3.8 a creditor or encumbrancer of the Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Provider's assets and such attachment or process is not discharged within 14 days;

- 26.3.9 any event occurs, or proceeding is taken, with respect to the Provider in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 26.3.1 to clause 26.3.8 (inclusive);
- 26.3.10 the Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 26.3.11 any warranty given by the other party in clause 10 of this Framework Agreement is found to be untrue or misleading.
- 26.4 The Provider shall notify the Council immediately if the Provider undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 Section 416 (as amended or re-enacted) of the Income and Corporation Taxes Act 1988 ("**Change of Control**"). The Council may terminate the Framework Agreement by giving notice in writing to the Provider with immediate effect within six (6) Months of: -
- 26.4.1 being notified that a Change of Control has occurred; or
- 26.4.2 where no notification has been made, the date that the Council becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

Termination by the Council

- 26.5 The Council shall, in addition to any other rights it may have, the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving three Months' written notice to the Provider at no cost to the Council.

27. SUSPENSION

- 27.1 The Council may in its absolute discretion and upon notice may suspend the award of any further Call-Off Contracts under the Framework Agreement to the Provider at any time during the Term for any of the following reasons:
- 27.1.1 failure to maintain the relevant Accreditation;
- 27.1.2 in the event the Council evidences poor workmanship by the Provider on a Call-Off Contract which does not justify termination of the Framework Agreement in accordance with clause 26.1 of this Framework Agreement.
- 27.2 The notice to the Provider sent in accordance with clause 27.1 will detail the reason for the suspension and the length of the suspension of the Provider from the award of any Call-Off Contracts under the Framework Agreement. The suspension will take effect upon deemed service of the notice by the Council in accordance with clause 37.2.
- 27.3 The Provider may suspend itself from the award of any further Call-Off Contracts under the Framework Agreement upon notice to the Council. Such notice shall detail the anticipated length of the suspension. The suspension shall take effect upon the deemed service of the notice in accordance with clause 37.2.

28. CONSEQUENCES OF TERMINATION AND EXPIRY

- 28.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Provider shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this Clause 28.
- 28.2 Termination or expiry of the Framework Agreement shall not cause any Call-Off Contracts to terminate automatically unless specified. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 28.3 Within twenty (20) Working Days of the date of termination or expiry of the Framework Agreement, the Provider shall return to the Council any data and Confidential Information belonging to the Council in the Provider's possession, power or control, either in its then current format or in a format nominated by the Council (in which event the Council will reimburse the Provider's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Council, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.
- 28.4 The Council shall be entitled to require access to data or information arising from the provision of the Works from the Provider until the latest of:-
- 28.4.1 the expiry of a period of twelve (12) Months following termination or expiry of the Framework Agreement; or
- 28.4.2 the expiry of a period of three (3) Months following the date on which the Provider ceases to provide Works under any Call-Off Contract.
- 28.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.
- 28.6 The provisions of Clauses 10 (Warranties and Representations), 11 (Corrupt Gifts and Payment of Commission), 18 (Provision of Management Information), 19 (Records and Audit Access), 20 (Confidentiality), 21 (Freedom of Information), 22 (Data Protection), 23 (Publicity), 28 (Consequences of Termination and Expiry), 29 (Liability), 30 (Insurance), 38 (Dispute Resolution) and 40 (Governing Law and Jurisdiction) shall survive the termination or expiry of this Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.
- 28.7 For the avoidance of doubt, upon termination of this Framework Agreement the Provider shall freely and fully co-operate with the Council in providing all documents, information and support in the transfer of this Framework Agreement and any Call-off Contracts to a replacement provider in order that the Works can continue to be effected in an efficient and timely manner. For this purpose, the Council may disclose to such replacement provider all necessary information as to the performance by the Provider of its service delivery hereunder and the Provider hereby authorises the Council to disclose to any replacement provider any Confidential Information but shall take

reasonable steps to ensure that the replacement provider enters into a suitable confidentiality undertaking in relation thereto.

29. LIABILITY

29.1 Neither Party excludes or limits its liability for:-

29.1.1 death or personal injury caused by its negligence, or that of its Staff;

29.1.2 fraud or fraudulent misrepresentation by it or its Staff; or

29.1.3 breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (in each case as amended or re-enacted).

29.2 The Provider shall indemnify and keep indemnified the Council in full from and against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Framework Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Provider, or any other loss which is caused directly or indirectly by any act or omission of the Provider. This Clause shall not apply to the extent that the Provider is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or by any circumstances within its or their control.

30. INSURANCE

30.1 The Provider shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Provider under this Framework Agreement and all Call-off Contracts including death or personal injury, or loss of or damage to property.

30.2 The Provider shall effect and maintain the following insurances for the duration of the Framework Agreement and all Call-Off Contracts in relation to the performance of the Framework Agreement and the Call-Off Contracts:-

30.2.1 public liability insurance adequate to cover all risks in the performance of this Framework Agreement from time to time with a minimum indemnity limit of Ten million pounds (£10,000,000.00) for any occurrences arising out of each and every event or such higher limit as the Council may reasonably require (or as required by law) from time to time;

30.2.2 employers' liability insurance with a minimum limit of indemnity as required by law from time to time with a minimum indemnity limit of Ten million pounds (£10,000,000.00) for any occurrences arising out of each and every event or such higher limit as the Council may reasonably require (or as required by law from time to time); and

30.2.3 in respect of any design or other professional services, professional indemnity insurance with a minimum limit of indemnity of two million pounds (£2,000,000.00) for any occurrences arising out of each and every event or such higher limit as the County Council may reasonably require (or as required by law from time to time).

- 30.3 Any excess or deductibles under such insurance (referred to in Clause 30.1 and Clause 30.2) shall be the sole and exclusive responsibility of the Provider.
- 30.4 The terms of any insurance or the amount of cover shall not relieve the Provider of any liabilities arising under the Framework Agreement.
- 30.5 The Provider shall produce to the Council, on request, copies of all insurance certificates referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 30.6 If, for whatever reason, the Provider fails to give effect to and maintain the insurances required by the Framework Agreement then the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
- 30.7 The Provider shall maintain the insurances referred to in Clause 30.1 and Clause 30.2 for a minimum of twelve (12) years following the expiration or earlier termination of the Framework Agreement.

31. TRANSFER AND SUB-CONTRACTING

- 31.1 This Framework Agreement is personal to the Provider and the Provider shall not assign, novate or otherwise dispose of the Framework Agreement or any part thereof without the prior written consent of the Council. The Provider shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement.
- 31.2 The Council shall be entitled novate this Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Council provided that such novation shall not increase the burden of the Provider's obligations under this Framework Agreement.

32. VARIATIONS TO THE FRAMEWORK AGREEMENT

Any variation to this Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in Framework Schedule 6.

33. RIGHTS OF THIRD PARTIES

- 33.1 Except as expressly provided by this Framework Agreement, a person who is not a party to this Framework Agreement ("**Third Party**") has no right to enforce any term of this Framework Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. If the Parties rescind this Framework Agreement or vary any of its terms in accordance with the relevant provisions of this Framework Agreement, such rescission or variation will not require the consent of any Third Party.
- 33.2 This clause shall not apply to paragraph 6 of Framework Schedule 8 (TUPE) which may be enforced directly by the Relevant Employees (as defined in Framework Schedule 8).

34. SEVERABILITY

- 34.1 If any provision of this Framework Agreement is held invalid, illegal or

unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Framework Agreement had been executed with the invalid provision eliminated.

- 34.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Framework Agreement, the Council and the Provider shall immediately commence good faith negotiations to remedy such invalidity.

35. CUMULATIVE REMEDIES

Except as otherwise expressly provided by the Framework Agreement, all remedies available to either Party for breach of the Framework Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

36. WAIVER

- 36.1 The failure of either Party to insist upon strict performance of any provision of the Framework Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Framework Agreement.
- 36.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 37.
- 36.3 A waiver of any right or remedy arising from a breach of this Framework Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Framework Agreement.

37. NOTICES

- 37.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.
- 37.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail. Such notices and communications shall be addressed to the other Party in the manner referred to in Clause 37.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or one (1) hour, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
- 37.3 For the purposes of Clause 37.2, the address of each Party shall be:

37.3.1 For the Council:-

Address:

Cannock Chase District Council
Civic Centre
Beecroft Road
Cannock
WS11 1BG

For the attention of: Ric Frumenzi, Housing Maintenance Manager

Tel: 01543 456867

E-mail: housingrepairsCCDC@cannockchasedc.gov.uk

37.3.2 For the Provider:-

Address:

The Levels Industrial Estate
Brereton
Rugeley
Staffordshire
WS15 1RD

For the attention of: James Attridge, Director

Tel: 07973193878

Email: james@attridge-scaffolding.co.uk

- 37.4 Either Party may change its address for service by serving a notice in accordance with this Clause.

38. DISPUTE RESOLUTION

- 38.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to those persons identified in Clause 37 above.

- 38.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

- 38.3 If the dispute cannot be resolved by the Parties pursuant to Clause 38.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clause 38.5 unless:-

38.3.1 The Council considers that the dispute is not suitable for resolution by mediation; or

38.3.2 The Provider does not agree to mediation.

- 38.4 The obligations of the Parties under this Framework Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Provider and its employees, personnel and associates shall comply fully with the requirements of this Framework Agreement at all times.

38.5 The procedure for mediation and consequential provisions relating to mediation are as follows: -

- 38.5.1 a neutral adviser or mediator ("**the Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, either Party may apply to the President for the time being of the Royal Institution of Chartered Surveyors to appoint a Mediator;
- 38.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held;
- 38.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 38.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 38.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Framework Agreement without the prior written consent of both Parties; and
- 38.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

39. TUPE

- 39.1 The Parties agree that the provisions of Framework Schedule 8 (TUPE) will have effect in relation to all TUPE matters arising under this Agreement and under each applicable Call-Off Contract.
- 39.2 The Provider shall remain responsible for all costs, losses, expenses and liabilities incurred by the Council as a result of the expiry of this Framework Agreement or Call-Off Contract, including, but not limited to, any costs associated with the application of TUPE to this Framework Agreement or Call-Off Contract.

40. GOVERNING LAW AND JURISDICTION

The Council and the Provider accept the exclusive jurisdiction of the English courts and agree that the Framework Agreement is to be governed by and construed according to English Law.

This Framework Agreement has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL of **CANNOCK
CHASE DISTRICT COUNCIL**

was hereunto affixed to this Deed in
the presence of:-



Authorised Signatory

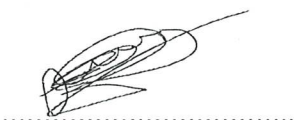


Executed as a Deed by

[PROVIDER NAME] JFE Attridge Scaffolding Services Co. Ltd.

acting by a director and a director OR

its secretary

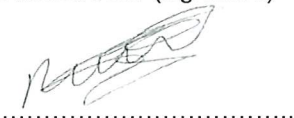


First Director (signature)

James Attridge

.....

First Director (print name)



Second Director/Company Secretary
(signature)

Richard Attridge

.....

Second Director/Company Secretary
(Print name)

FRAMEWORK SCHEDULE 1
SPECIFICATION

SCAFFOLDING WORKS

INTRODUCTION

This specification applies to all scaffolding erected on behalf of Cannock Chase Council's Housing Maintenance Section.

Scaffolding is normally erected prior to building work to provide a safe place of work but its erection and use presents hazards to employees and the public alike.

Scaffolds erected on behalf of the Employer are often erected on occupied buildings although it should be noted some requests may be to erect scaffolding to void properties owned/managed by CCDC. They are normally erected to provide a safe working platform to carry out construction activities.

SPECIFICATION

SCAFFOLD CONSTRUCTION

The Construction, Design and Management Regulations 2015 are the principal regulations that apply to the safe construction of a scaffold. Regulation 28 Stability of structures basically requires a safe, secure working platform supported on a suitable stable structure of sufficient strength and rigidity for the purpose for which it is being used, and a safe means of access to and egress from the working platform. This means the structure must be erected by competent people to a design which complies with BS EN12811-1: 2004 Temporary Works Equipment – Part 1: Scaffolds – performance requirements and general design, or, if because of the nature of the job, the type of structure falls outside of the design criteria in Section 2 Standard scaffolds page 28 and 29 of BS EN 12811-1:2004, then it must be constructed to a design produced by a competent person, using BS EN12811-1:2004 as a basis.

GENERAL CONSTRUCTION

All scaffolding must comply with the Construction (Health Safety & Welfare) Regulations 1996 and Working at Height Regulations 2005.

The scaffold should be erected in strict accordance to B.S.5973, B.S. 1139 – 1991, BS EN 12811-1 2003, BS 2482, BS 1129, BS 2037 and the guidelines set in this specification.

The scaffolding work must be carried out and erected to the full satisfaction of the Housing Maintenance Section's Supervisory Officers, Authorities Health & Safety Officer, and any external Health & Safety Consultants employed by the Council and the Health & Safety Executive.

Extreme care must be taken where scaffold is required on or near to adjoining property and due consideration must be given to its occupants, and/or operatives, ensuring that occupants and operatives are informed and aware that scaffold works are in progress.

Strictly under no circumstances is the Contractor to gain access to any property without the owner/occupiers permission for the specific period of work. Contractors should attempt to make an appointment with tenants where contact details are provided.

All employees must wear a recognised uniform and carry with them an ID card which they must be able to produce on the request of a Council Representative or Tenant.

All scaffolds must be clearly marked in at least one location with the Contractors contact details including a full telephone number.

All work must be carried out in accordance with the Health and Safety at Work etc. Act 1974 (July 1974) and the Construction (Health, Safety and Welfare) Regulations 1996, Working at Height Regulations 2005 and the national Access and Scaffolding Confederation (NASC) Technical Guidance TG20 and TG20:21.

Any drawings provide are for guidance purposes only for pricing.

The Contractor must send a copy of the handing over certificate by email to the Housing Maintenance Section notifying them of each scaffolds completion and readiness for use.

Suitable ladders will be provided for access to the working platform and include a means to stop unauthorised access.

All scaffolds should be erected as per the type and style specified on the works service order by the client's officer. All instructions will be confirmed by signed email, this will include hire, off-hire, alterations, problems and complaints.

Prices must include for a site inspection to each address, delivery and collection as well as supply, erection, weekly H&S checks and dismantling.

A Council representative will meet the contractor's supervisor on site if required.

Any damage that occurs as a result of the erection or failure of a scaffold i.e. breaking of roof tiles or rainwater guttering, shall be deemed to be the responsibility of the scaffolding contractor. All repairs are to be completed within three working days of the incident being reported to the contractor. Failure to comply will result in the work being carried out by-Housing Maintenance Section and billed to the supplier / provider at present housing schedule rates.

At no point are vehicles to be taken on or over communal grassed areas or tenants property.

Strictly under no circumstances are scaffold poles, boards or other accessories to be thrown from height – Contractors employees found doing this will be requested to leave site immediately.

All scaffolds are to be erected within 5 working days of an order being confirmed. Any delay in erecting the scaffold will result in liquidated damages being payable by the Contractor to the Council. All scaffolds are to be dismantled After five working days of it being erected, unless otherwise notified by the Council.

All boards and poles are to be installed in such away as to remain secure even under the worst weather condition (i.e. high winds).

The Contractor shall provide a 24 hour callout emergency telephone number, where a supervisor / manager can be contacted in case of incidents involving their scaffold i.e. partial collapse or boards becoming lose and hanging dangerously.

Method statements and generic risk assessments must be provided for scrutiny at time of pricing

Copies of specific risk assessments and method statement must be sent to the Housing Maintenance Section before any work is undertaken to include risk to occupants, children and pets where risks have not been adequately covered by the generic risk assessment submitted.

Any damages caused during the erection or dismantling of scaffolding should be made good prior to leaving the site. All damages should also be reported in writing to the Council.

Hard hats and other protective clothing must be worn during erection and dismantling by all Contractors employees.

Materials must be lowered to the ground progressively as the scaffold is dismantled.

No material or object shall be thrown from a height in circumstances where it is liable to cause injury to any person or damage to any vehicle or property.

Permission must be obtained before work commences on properties used to gain access.

Copies of public and employers liability insurance cover must be provided indicating at working heights.

The Contractor will be expected to hold, for the duration of the framework agreement and any call off contracts, as a minimum, the following insurance cover:

- (a) Public liability insurance - £10,000,000 (ten million pounds) for any one occurrence or series of occurrences arising out of one event; and
- (b) Employers liability insurance - £10,000,000 (ten million pounds) for any one occurrence or series of occurrences arising out of one event.
- (c) Professional Indemnity Insurance - £2,000,000 (two million pounds) for any occurrences arising out of each and every event

The Contractor must be able to provide evidence of such insurance upon request.

In addition the Contractor will be expected to maintain a policy for All Risks Insurance for the plant/equipment during the erection/dismantling of the scaffolding.

Puncheoning off bay windows/door canopies and fragile structures is strictly prohibited.

For any scaffold it must be ensured that:

- it is designed, erected, altered and dismantled by competent people and the work is directed by a competent supervisor;
- it is based on a firm, level foundation. The ground or foundation should be capable of supporting the weight of the scaffold and any loads likely to be placed on it. Attention must be paid to voids such as basements or drains, or patches of soft ground, which could collapse when loaded. Extra support must be provided as necessary. The Employer has a responsibility to provide information with regard to ground conditions to the Contractor. A survey by a competent person may be necessary if there are any doubts about ground conditions;

- it is braced and tied into a permanent structure or otherwise stabilised. Rakers only provide stability when they are braced and footed adequately; single-tube rakers alone do not usually provide this and need to be braced to prevent buckling. Ties must be put in place as the scaffold is erected and only removed in stages as it is struck. If a tie is removed to allow work to proceed, an equivalent tie should be provided nearby to maintain stability;
- when scaffolds are tied to the building via an anchor bolt (Hilti tie), fixings suitable for the structure are used and the Contractor must ensure that a competent person tests the pull-out strength. The certificate must be retained and copies of it passed to the Contract Administrator or other authorised officer as soon as possible;
- it is capable of supporting loads likely to be placed on it. Scaffolds are not usually designed to support heavy loads on their working platforms. If intending to load out platforms a special design will be required;
- scaffold boards are properly supported and not overhanging excessively (e.g. no more than four times the thickness of the board);
- ladder beams are used where scaffolds span across conservatories, stores, garages, etc. Scaffold spans must not be stretched to accommodate obstacles (a design supported by calculations must be followed in these circumstances);
- boarding provided as protection from falling materials is not used as a working platform or for the storage of materials;
- there is safe ladder or other access onto the work platforms;
- the scaffold is suitable for the task before it is used and checked whenever it is substantially altered or adversely affected by, e.g. high winds. It must in any event be inspected before first being used and at least every seven days thereafter.

N.B If a system scaffold is used on site as an alternative for the traditional tube & clip scaffold, then a copy of the detailed assembly instructions should be provided to the Contract Administrator, and scaffold inspector, prior to its use. The scaffold must be proved suitable for its application. It must be noted that this type of scaffold is still subject to the legal requirements of the Construction, Design and Management Regulations 2015, including the inspection requirements and the need for it to be erected by competent persons.

Working Platforms

Working platforms are the parts of structures upon which people stand while working. As well as being adequately supported and provided with guard-rails or barriers, working platforms should be:

- wide enough to allow people to pass back and forth safely and to use any equipment or material necessary for their work. In any case they must be at least 600mm wide;
- free of openings and traps through which people's feet could pass, causing them to trip, fall or be injured in any other way;
- constructed to prevent materials from falling. As well as toe boards or similar protection at the edge of the platform, the platform itself should be constructed to prevent any object which may

be used on the platform from falling through gaps or holes, causing injury to people working below. A close-boarded platform will suffice, although for work over public areas, a double-boarded platform sandwiching a polythene sheet may be needed;

- kept free of tripping and slipping hazards. Where necessary, provide handholds and footholds. Keep platforms clean and tidy. Do not allow mud to build up on platforms.

Access points to working platforms must be as small as practicable and positioned away from work areas, preferably a separate access tower should be provided.

In order to prevent operatives from catapulting over the handrail if they trip up and slip down the roof, additional extension guard-rails are required on the top lift if this lift is below eaves level, and work takes place at a higher level. These guard-rails must be at a height of 950mm above the roof edge with an intermediate rail which ensures a maximum opening of 470mm. An example of where this is necessary is when a pitched roof is being retiled and the fascia is being replaced. The extended rail must be returned to the wall.

Where sloping roofs are subject to repair/replacement on terraced or semi-detached properties and not all the properties are involved, any open ends shall be protected by extending the scaffold platform 1½ metres beyond the extreme point of the works.

SAFE ERECTION AND DISMANTLING OF SCAFFOLDS

Erecting and dismantling scaffolds is a high-risk activity, not only to those carrying out the work, but to other workers and the general public. It is aimed not only at those directly working in the scaffolding industry but also to clients, principal contractors.

INSPECTION OF SCAFFOLDS AND REPORTS BY THE SCAFFOLDING CONTRACT INCLUDED IN THEIR SERVICE DELIVERY

It is a statutory requirement that scaffolds are inspected by a competent person, and this person for the contract delivery is employed by the Scaffolding Contractor the cost of which is included in the tender price:

- before being taken into use for the first time;
- after any substantial addition, dismantling or other alteration;
- after any event likely to have affected its strength or stability; ie High winds/ vandalism...
- at regular intervals not exceeding 7 days since the last inspection.

Additionally, a check should be carried out before work commences each day to ensure that there has been no tampering.

The competent person must complete a report on the inspection before the end of the working period. The report must contain the particulars set out in Schedule 3 of the Construction, Design and Management Regulations 2015. The competent person must also provide a copy of the report to the person for whom it was carried out within 24 hours.

The report must be kept at the place of work in respect of which the inspection was carried out except where this is not practicable. The person for whom the report was carried out must retain the report for 3 months from the completion of the project.

Scaffolds erected on behalf of the Employer for use by Cannock Chase District Council employees will be inspected and tagged prior to use.

LIFTING APPLIANCES ASSOCIATED WITH SCAFFOLDS

If a lifting appliance is associated with a scaffold it must be correctly installed in line with the manufacturer's instructions, with due consideration to employee and public safety, when in use.

The appliance must be adequately tied to the inside and outside standards with load bearing couplers and the scaffold must be adequately tied to the structure.

The appliance must be thoroughly examined by a competent person and an overload test must be carried out. A current valid certificate of test and thorough examination and a handover certificate must be provided.

The lifting appliance will be inspected by a competent person weekly and in the same circumstances as described for scaffolds.

It is essential that a copy of the manufacturer's instructions is on site and the competent person(s) checks the installation against these standards.

Persons on site must receive adequate instructions in the safe use of lifting equipment.

It is important to ensure that safety information is passed on to all operatives and sub-contractors, and they are aware of all site rules and that this is documented.

REPORTS ON LIFTING APPLIANCES AND DEFECTS

A person making "thorough examinations" for an employer must:

- notify the Employer immediately of any defects which could become a danger to anybody;
- as soon as is practicable, make a report of the thorough examination in writing which contains the details set out in the Lifting Operations and Lifting Equipment Regulations 1998 and the Approved Code of Practice and Guidance which go with the regulations;
- where there is a defect involving an existing or imminent risk of serious personal injury, send a copy of the report as soon as practicable to the Health and Safety Executive.

A person making an "inspection" for an employer must:

- notify the employer straight away of any defects which could become a danger to anybody;
- as soon as practicable make a record of the inspection in writing.

Where a defect has been notified following a thorough examination, the equipment must not be used before the defect is rectified unless the competent person has given a timescale in which the defect should be rectified.

PROTECTION OF THIRD PARTIES

Not all these provisions will be applicable to every situation. However, as many appropriate precautions as necessary should be deployed, taking account of the nature of the work and the risk to the public:

- spare scaffolding material should be cleared from site as soon as possible;
- on multi-lift scaffolds, the ladder access must be from the first lift and preferably from the 2nd, especially where there is a high risk of unauthorised persons gaining access;
- ladders from ground level should be removed at the end of the working day. When this is not possible a scaffold board should be fixed to it, preferably by chain and padlock. Scaffold boards should be chained to remaining ladders;
- fencing must be provided around scaffolds and must be at least 2.0 metres high, climb resistant (i.e. no vertical spacing to exceed 30mm) HERAS type fencing. The top edge must be smooth with no projecting mesh. The fencing should, where practicable, be 2.0 metres forward of the scaffold (not close to it), for form proximity fencing. The fencing must be securely fixed and all gaps closed. Signs should be affixed to the fence to the effect “Construction Site – Keep Out” or similar. Where there is a high risk of unauthorised access consideration should be given to close fencing the scaffold up to 2nd lift level;
- all scaffolds within curtilage of front gardens to individual properties, where open plan, require a similar fencing barrier around the scaffold to preclude children trespassing. However, where the individual front garden has its own fence, it is normally deemed unnecessary to erect additional barriers, as the householders are responsible for visitors and expected to discourage trespassers. In these circumstances precautions to prevent falling materials must be effective. The need to erect additional fencing in these circumstances should not be discounted if circumstances suggest it may be necessary;
- if access is available to, or from, windows, occupants should be advised to keep them closed and preferably locked to preclude thieves. Balconies should be adequately protected to prevent children getting on to the scaffold from the balcony;
- where a scaffold is incomplete, access must be barred, and warning signs must be erected indicating it is unsafe to use.

PROTECTION AGAINST FALLING MATERIALS

The first consideration is to prevent materials falling in the first place, rather than to make the area they may fall into secure. Although, as set out above, in any event, fencing is nearly always required for security reasons.

All boards above the first lift must be adequately secured in some way (e.g. tied down).

All spare boards, tubes, clips, etc. should be removed from the scaffold, secured in a container, or removed from site.

Secure metal brickguards must be fitted where loose materials/tools/ equipment may fall. Brickguards should be restrained at toe board level.

In all cases where, subject to a risk assessment, other measures cannot provide similar safeguards, top lifts/working platforms need to be double boarded incorporating plastic sheeting between the boards to catch debris. The added weight of extra boards needs to be assessed and the scaffold strengthened or down-rated accordingly. The gap between the inner board and the edge of the building needs to be filled, either by the use of cut timber or by the use of rolled up sheeting or another suitable alternative. Where this is impracticable, other measures such as debris netting or proximity fencing should be considered.

Where practicable, a securely fenced area must be provided around the scaffold during erection, and striking, incorporating the use of warning notices to both residents and passers-by. Where the site requires fencing in any event, it will always be practicable to provide it before scaffold erection commences. Where this is not practicable, other equally effective measures should be in place.

Protective canopies must be provided (double boarded and sheeted) over entrances and other risk areas. They should extend a point of safety. Care must be taken with fan hoardings/scaffolding to ensure that no part of the structure impedes on vehicle access or may be struck by high vehicles. If there is a risk, appropriate vehicle and/or height barriers must be in place. It is essential that safe access is maintained at all times, including access for refuse collectors to collect bulk bins, etc.

Protective covers/fans must not be used to store materials, or as a working platform.

Ladder access should not be placed over, or adjacent to, walkways or entrances.

Where quantities of materials are raised or lowered to or from the scaffold, consideration should be given to the provision of a gin wheel, hoist, or an enclosed chute, discharging directly into a skip or lorry. Again, such equipment should be located away from walkways or entrances. The scaffold must be adequately tied to the building at points where chutes and lifting equipment are fixed.

COMPETENCE

The term competence is used throughout this document in respect of scaffolding designers, scaffolding contractors and scaffolders. Competence is the quantum of training, knowledge and experience necessary to undertake a task safely and satisfactorily. It is extremely difficult to be specific about what competence constitutes in any particular set of circumstances. The minimum requirement required for scaffolders is that they hold a Construction Industry Scaffolders Registration Scheme (CISRS) record card for trainee, basic or advanced scaffolders. There should be at least one advanced scaffolder on each job.

When deciding whether someone was competent to design a scaffold the complexity of the scaffold must be taken into account. A straightforward design that involves interpreting and extrapolating simple data from BS EN12811-1:2004 could be undertaken by a competent scaffolding contractor as long as this was supported with clear, written evidence. More complex designs will require knowledge of structural engineering, experience of scaffolding and the ability to make structural calculations. This level of competence would probably be found in larger scaffolding contracting organisations and specialist structural engineering consultancies.

The competence of scaffolding contractors can be judged against such criteria as:

- the qualifications of their employees;
- the training they provide;
- the type and condition of scaffolding equipment that they use;
- safety standards employed during erection (SG 4:00);
- compliance with BS EN12811-1:2004;
- whether they directly employ their scaffolders;
- etc.

The policy of this authority is that scaffolding contractors working for the authority or one of its contractors must be members of the National Access and Scaffolding Confederation or apply similar standards. Any Contractors staff to be used to erect scaffolding must be individually accredited by the CITB and accreditation document details will be retained by the contractor for future reference for a minimum 6 years after the end date of the contract.

SAFE ERECTION AND DISMANTLING OF SCAFFOLD

Erecting and dismantling scaffolds is a high-risk activity, not only to those carrying out the work, but to other workers and the general public. The following sets out steps which need to be considered by anyone involved with such work. It is aimed not only at those directly working in the scaffolding industry but also to clients, planning supervisors and principal contractors. Set out below are a number of key issues that will need to be considered to ensure scaffolding operations are undertaken safely.

THE LAW AND PLANNING FOR SAFETY

Health and Safety at Work etc Act 1974

Construction (Design & Management) Regulations 2015

Working at Height Regulations 2005

Management of Health & Safety at Work Regulations 1999

It is not intended to explain the above legislation in detail. However, it is important to remember that a wide range of people, from clients through to the self-employed, have legal responsibilities. In simple terms the law requires that scaffolding operations are properly planned, and then the results of the planning carried forward to ensure the work is carried out safely on site.

SCAFFOLD LICENCES

A licence from the Local Authority is required before a scaffold can be erected on a public highway. An additional licence can be needed if it is planned to install a protective fan. A licence may set down standards on such matters as lighting or highlighting the lower standards of the scaffold with black

and yellow sleeves or, for a fan, it may restrict the height at which it is set. For further advice on the system of licensing Local Services Division should be contacted.

PROTECTION OF THE PUBLIC

When scaffolding operations are in progress, the public must be excluded from both the area of work and a sufficient area around it. Steps to ensure this will include:

- obtaining a temporary pavement or street closure whilst operations are carried out;
- undertaking operations in “quiet” hours i.e. early morning, at night or at weekends;
- incorporating fans, crash decks and “tunnels” as early as possible into a scaffold;
- erecting barrier and signs and diverting the public away from operations;
- storing scaffold clips and other loose materials safely on the scaffold;
- not raising or lowering materials over members of the public or other site workers.

Also account must be taken that disabled persons need proper access along pavements covered by scaffolding.

SCAFFOLDERS WORKING AT HEIGHT

Scaffolders must follow safe systems of work to prevent people falling. In particular:

- when lifting or lowering materials, scaffolders must be clipped on or working within a handling platform that is fully boarded, with double guardrails and toeboards;
- a minimum 3 board working platform together with a single guard-rail must be provided as erection or dismantling works progress;
- safety harnesses must be worn at all times by scaffolders. They must be fitted with a 1.75 metres length lanyard and a 55mm opening scaffold hook or similar for one handed operation;
- harnesses should be clipped on to a secure anchorage point where falls of 4 metres or more are possible. A secure anchorage point requires the following minimum conditions;
- the scaffold must be tied in to a sound structure as work progresses;
- attachment can be made to a ledger, transom or guard-rail supported with load bearing couplers or a transom supported by ledgers in a lift above, fixed at both ends by single couplers;
- at least one bay of a scaffold should remain boarded out as work progresses and this should be used for ladder access for the full height of the scaffold;
- safe ladder access for scaffolders should be incorporated as early as possible into the erection process;

- scaffolders should not be clambering up and down scaffolds without proper ladder access and safe working platforms provided on each lift being worked on.

N.B Further guidance can be found in the National Access and Scaffolding Confederation (NASC)/Health & Safety Executive joint guidance SG 4:00 which can be obtained from the NASC.

STABILITY OF SCAFFOLDS

Each year there are a number of scaffold collapses across the country. To make sure scaffolds do not collapse it must be ensured that:

- the anchors specified to tie a scaffold to a structure are suitable for the base material and that they are installed correctly;
- scaffold anchors or ties are installed as erection work progresses. Conversely, they should not be removed too early during dismantling operations;
- more are provided on a sheeted or netted scaffold in line with BS EN12811-1:2004 or design criteria, to ensure the scaffolds stability;
- scaffolds are not overloaded with equipment, especially tube and fittings, during erection or dismantling operations.

TRAINING, SUPERVISION AND MONITORING

Effective training of scaffolders is possibly the most essential factor in preventing accidents on site. In addition, the importance of monitoring the scaffolding contractor must not be forgotten. Clients, principal contractors and others in control should take reasonable steps to ensure that any work being carried out on their site or premises is undertaken safely. Simple steps to take include:

- checking the training levels of scaffolders and who will supervise them on site;
- site monitoring of scaffolders to ensure they follow proper safety standards.

N.B This authority will adopt the standard that no scaffolding company will work directly for it, or one of its contractors, unless they are members of the National Access and Scaffolding Confederation or they can demonstrate that they comply with a similar set of standard

REQUIRED TASKS AND TIMINGS

Erection and dismantle of scaffolds as detailed in the Schedule for scaffolding works.

Orders will be e-mailed to you giving you a minimum of 5-working days notice of the proposed erection date. There may be occasions when due to emergencies, 5-working days notice is not possible. In such emergency situations the proposed erection date may be within 24-hours of notification.

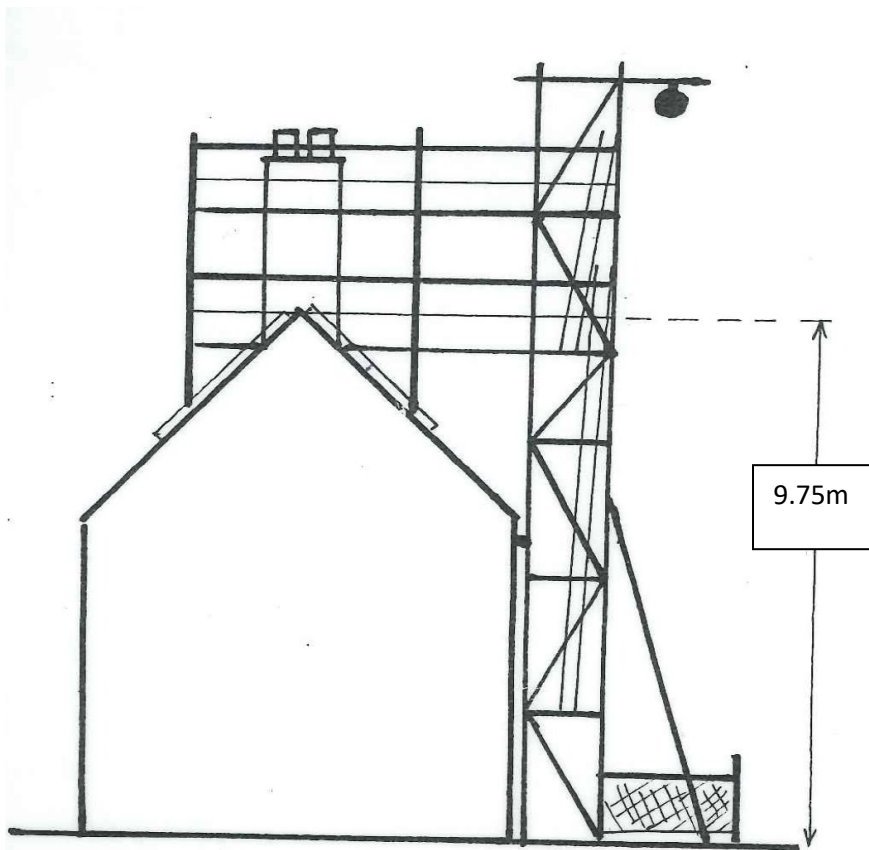
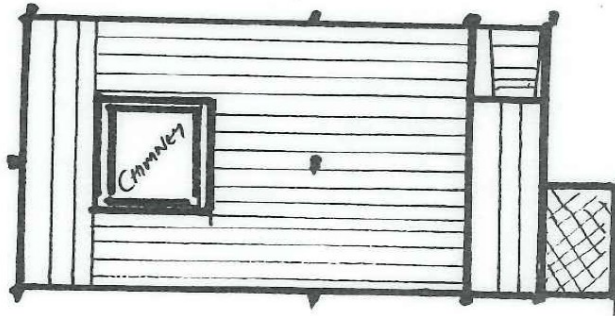
Upon notification, scaffolding is to be removed after 5-working days of the erection unless otherwise notified by the Council.

You will send us a signed notification that the scaffold has been erected stating the date, address and description within 24 hours of erecting a scaffold.

Supplementary Notes on Specification

- All chimney scaffolds to be fixed with suitable hoist equipment for transportation of materials
- All working platforms to be fitted with brick guards (where appropriate) to prevent fall of materials
- All ladder access points to be fitted with 'ladder gates'
- All integral ladder accesses to be fitted with 'ladder hatches'
- Protective fans to be provided over entrances
- Standards at access routes to be padded with hi-visibility markings
- Prices for erect and dismantle to be inclusive of first weeks hire charges with extra over cost for hire of materials after first week
- Means of escape and utility meter accesses must not be obstructed
- Ladders to be provided for scaffold in excess of 5 metres high

Type 1



Description: 2No. Lift of boards around chimney and platforms.

All none working lifts off double couplers

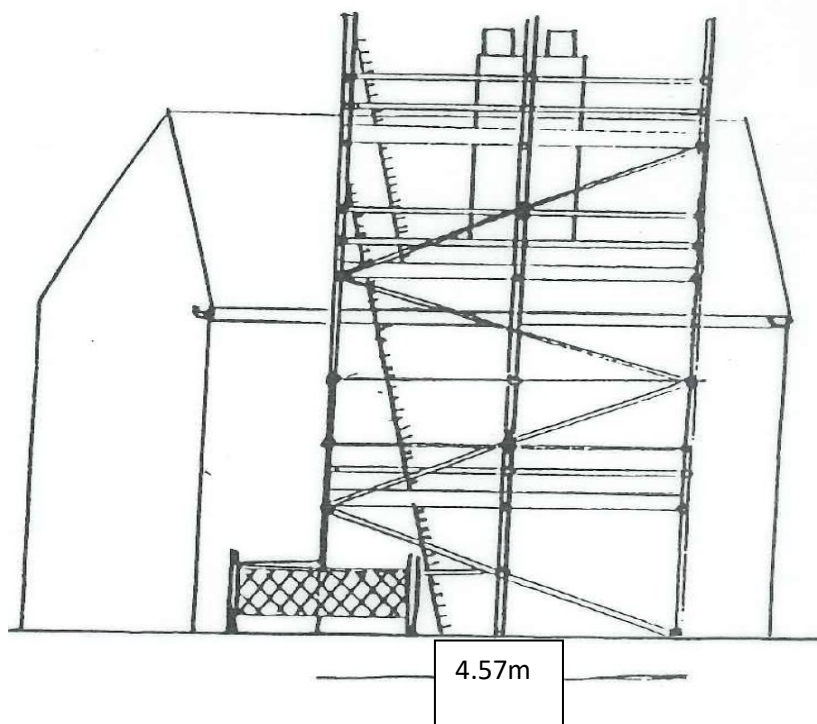
3no. temporary fencing panels around gin wheel area used for roping and materials handling.

Pads to be used under saddle and on chimney and standards.

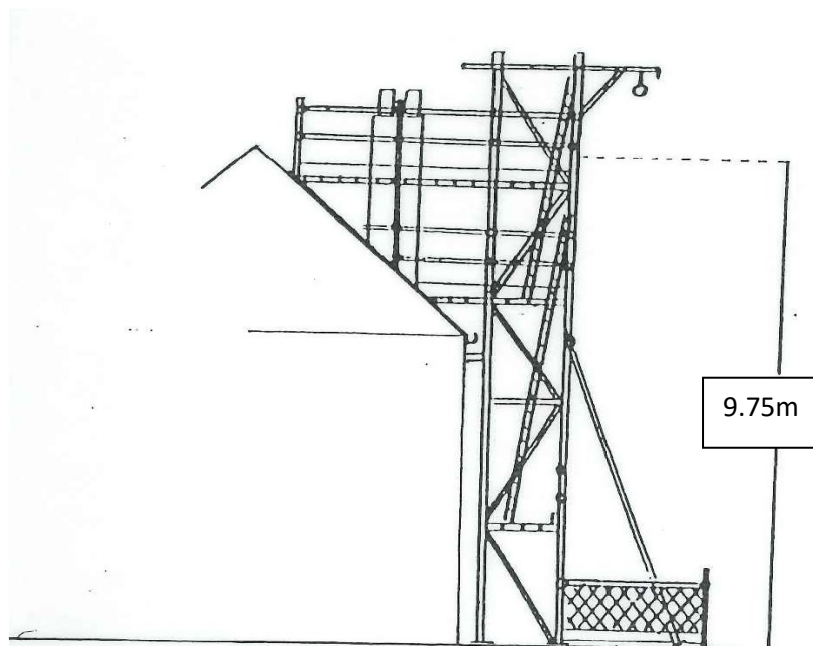
Ladder to come off first lift level and through scaffolding.

Working platforms to be double hand railed and brick guarded.

Type 2



Front View



Side View

Description: 2No. Lift off boards around chimney and platforms All non working lifts off couplers.

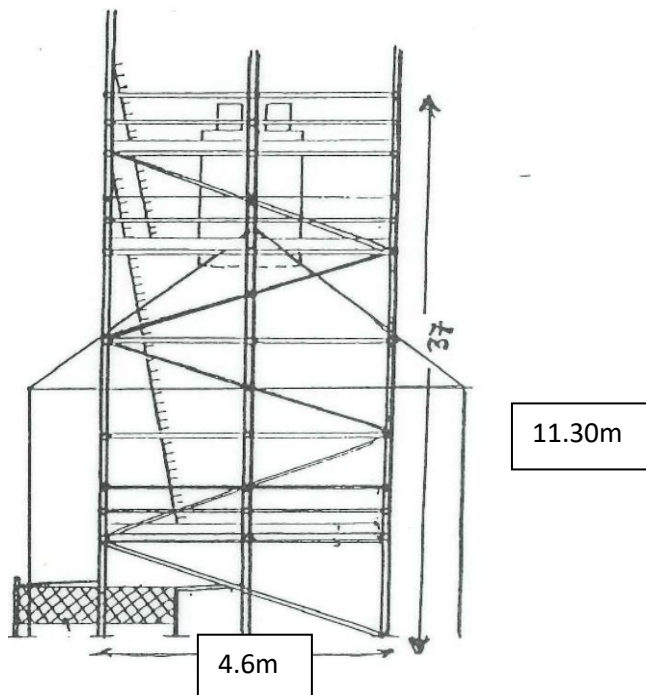
3 No. Temporary fencing panels around gin wheel and materials handling area.

Pads to be used under saddle and on chimney and standards.

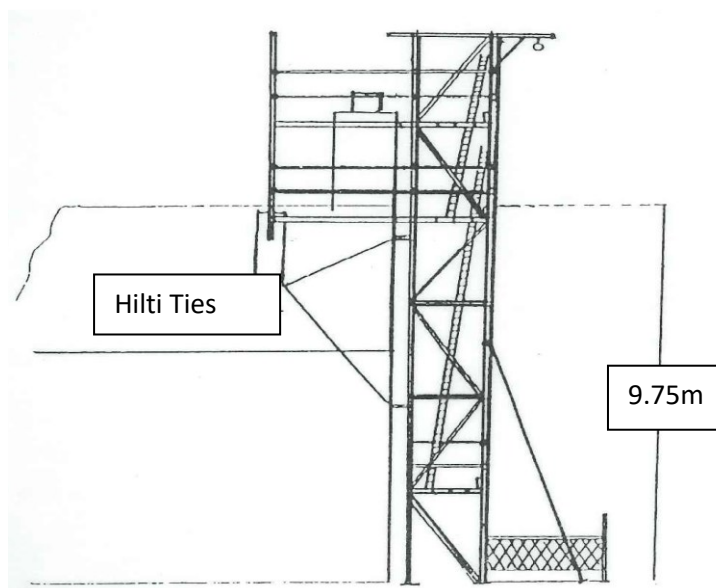
Ladder off first lift and through the scaffolding.

Working platforms to be double handrail and brick guarded.

Type 2B



Front View



Description: 2 No. Lift of boards around chimney and platforms .

All non working lifts off double couplers.

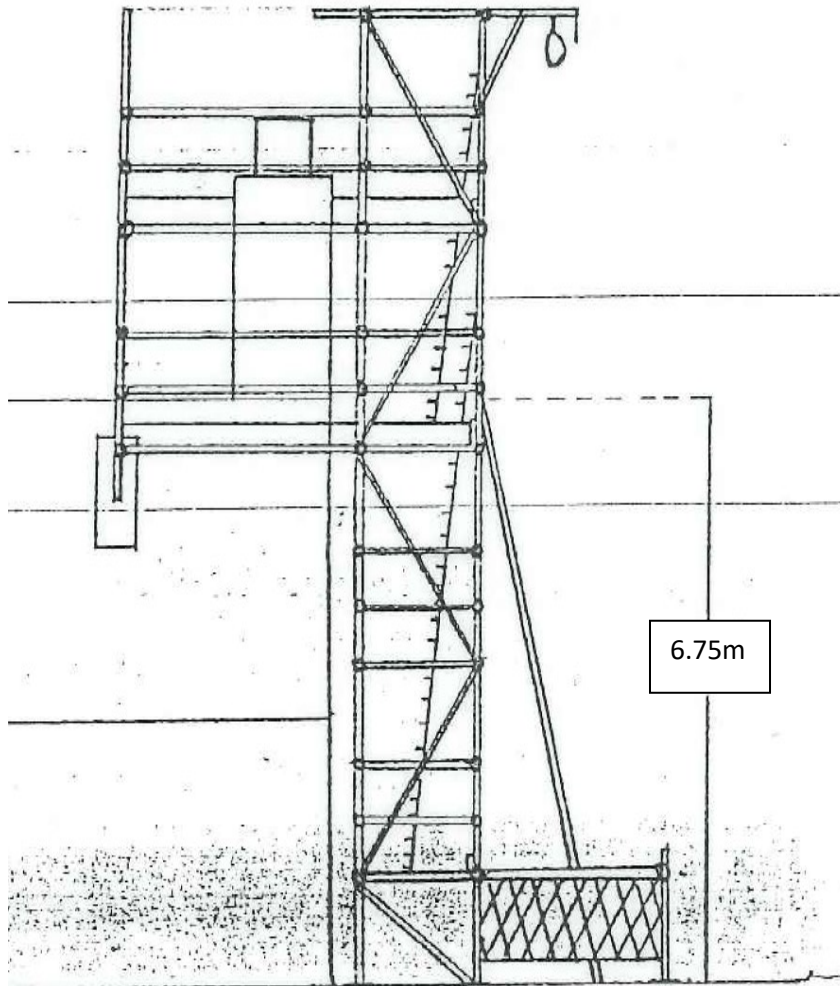
3 No temporary fence panels around ginwheel /lifting area.

Pads to be used under the saddle on chimney and under standards

Ladder off 1st lift level and rising through scaffolding

Working platforms to be double hand railed and fitted with brick guards.

Type 3



Description:

Description: 2 No. Lift of boards around chimney and platforms .

All non working lifts off double couplers.

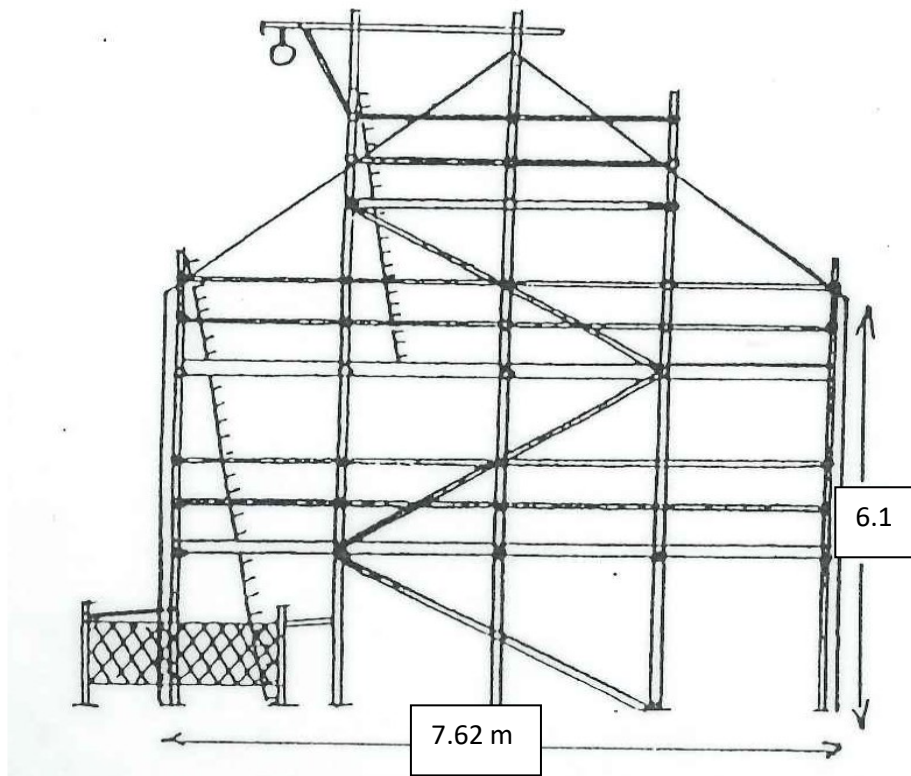
3 No temporary fence panels around ginwheel /lifting area.

Pads to be used under the saddle on chimney and under standards

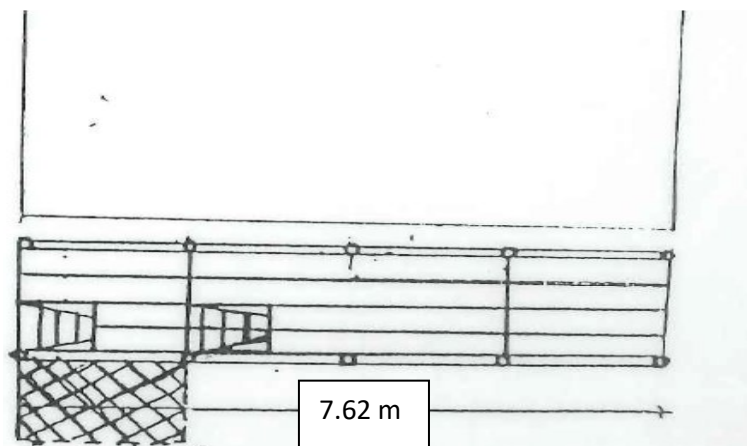
Ladder off 1st lift level and rising through scaffolding

Working platforms to be double hand railed and fitted with brick guards.

Type 4



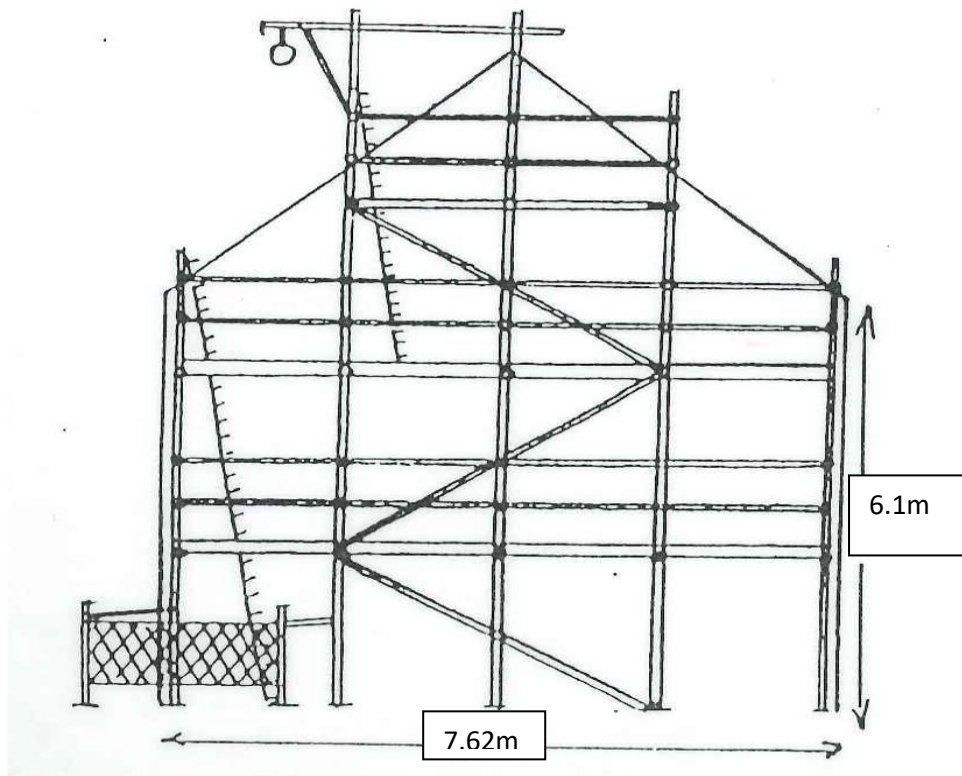
Front View



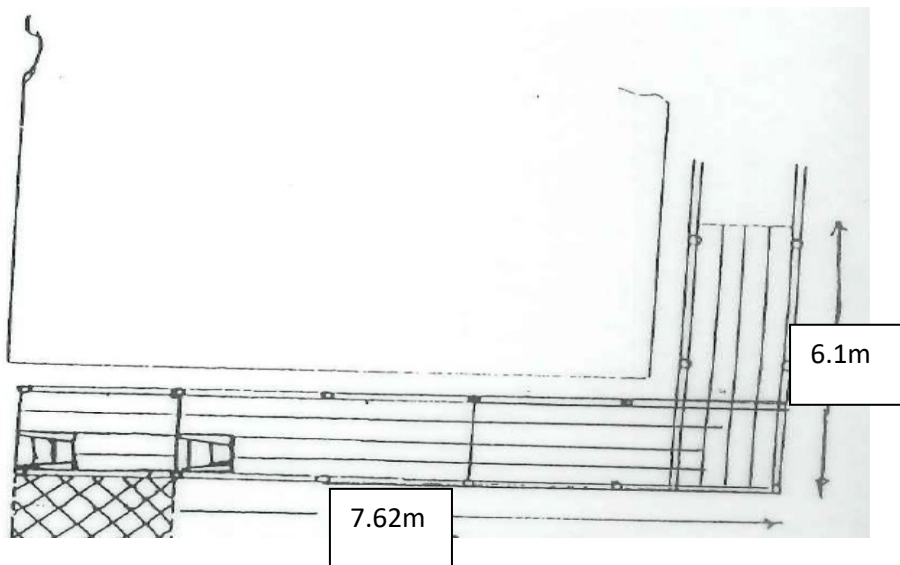
Plan View

- 1 No. Lift fully boarded and table lift fully boarded
 - 3 No. fence panels around gin wheel / lifting area.
- Please note: non working lift is set out not boarded for any remedial works
All lifts double handrail with brick guards fitted.

Type 4a



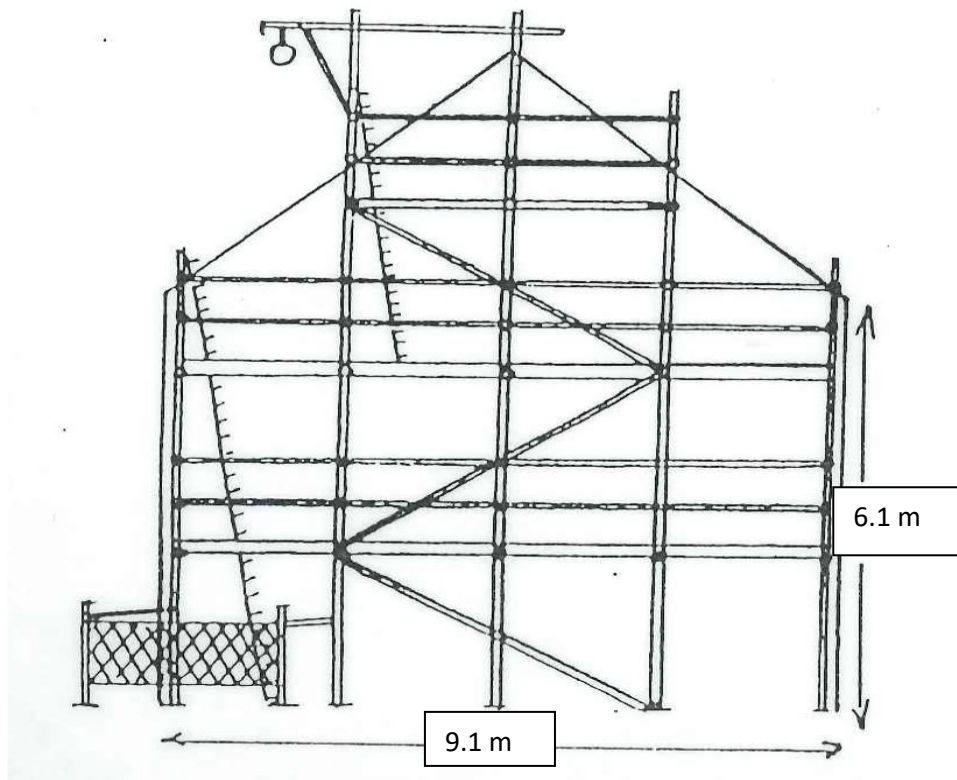
Front View



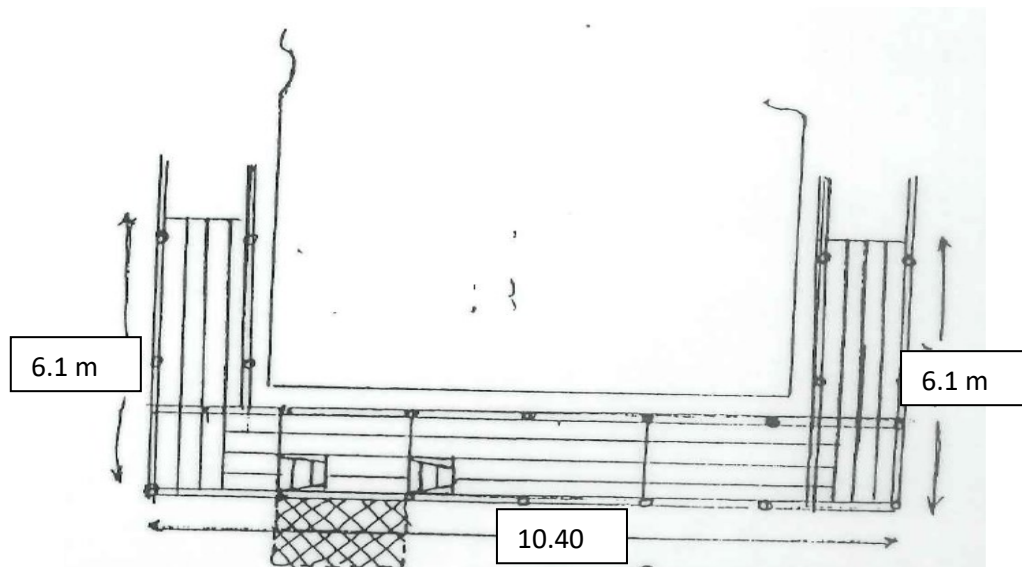
Plan View

- 1 No. Lift fully boarded and table lift fully boarded
 - 3 No. fence panels around gin wheel / lifting area.
- Please note: non working lift is set out not boarded for any remedial works
All lifts double handrail with brick guards fitted.

Type 4 b

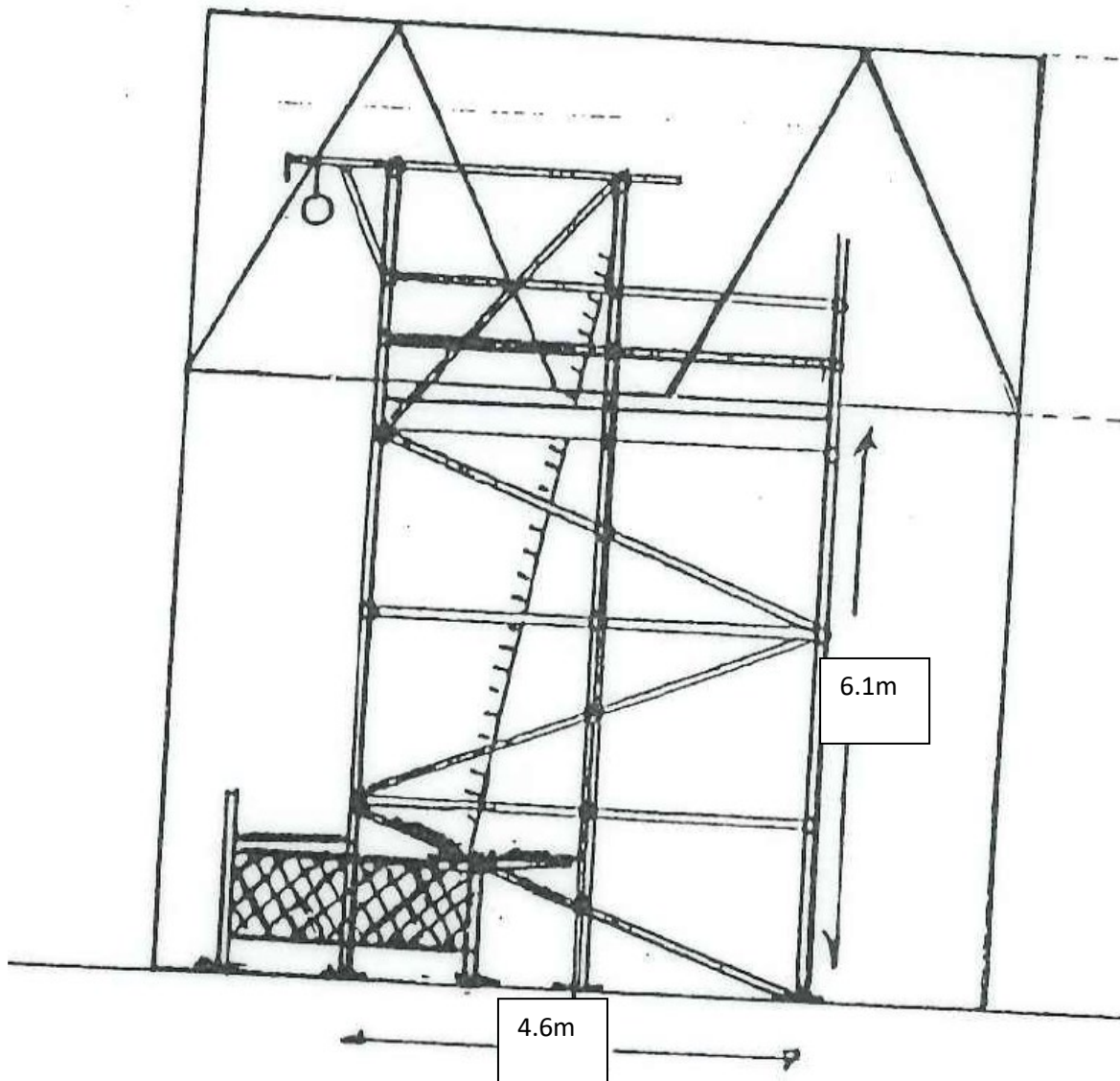


Front view



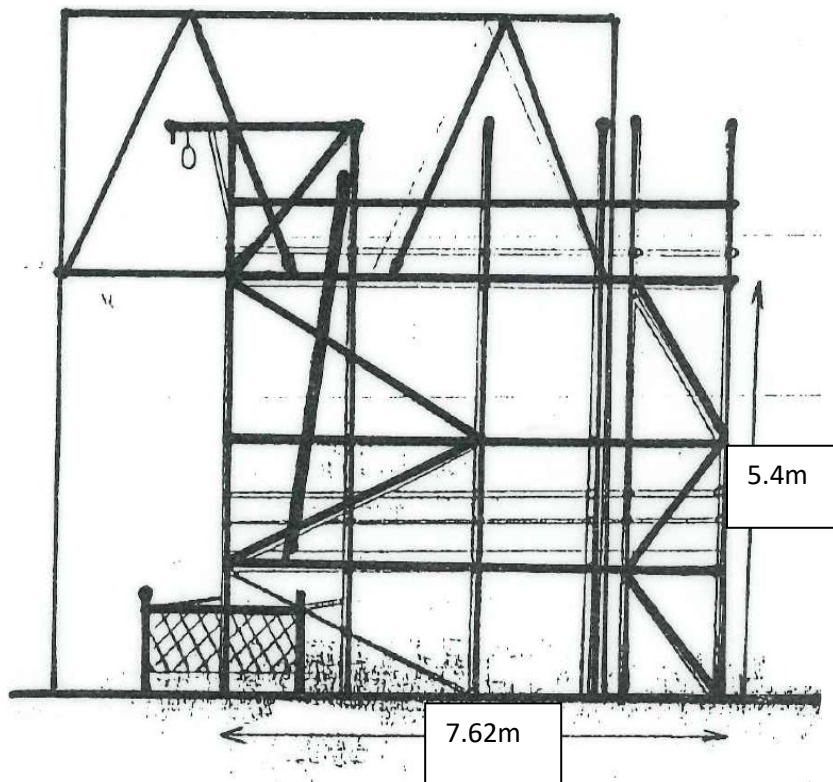
1 No. Lift fully boarded and table lift fully boarded
3 No. fence panels around gin wheel / lifting area.
Please note: non working lift is set out not boarded for any remedial works
All lifts double handrail with brick guards fitted.

Type 5

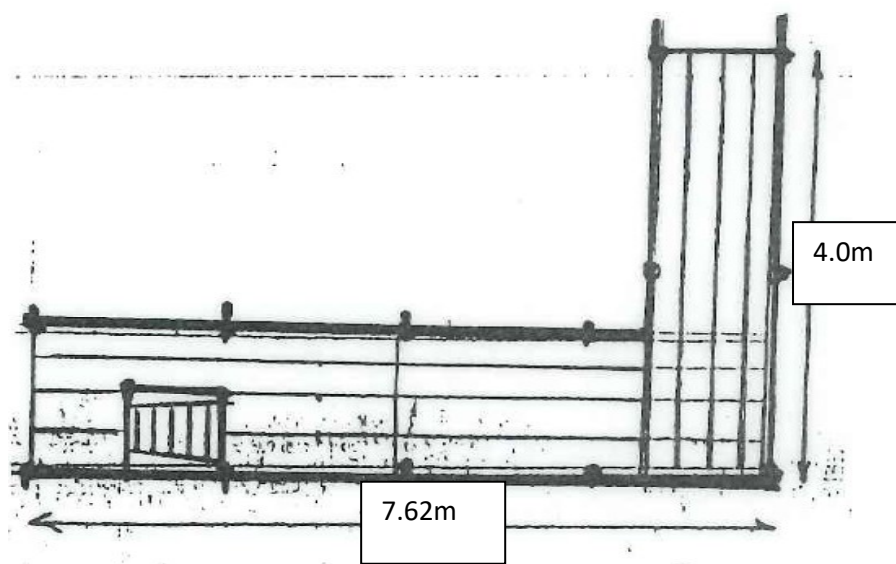


1 No. Lift fully boarded and table lift fully boarded
3 No. fence panels around gin wheel / lifting area.
All lifts double handrail with brick guards fitted.

Type 6

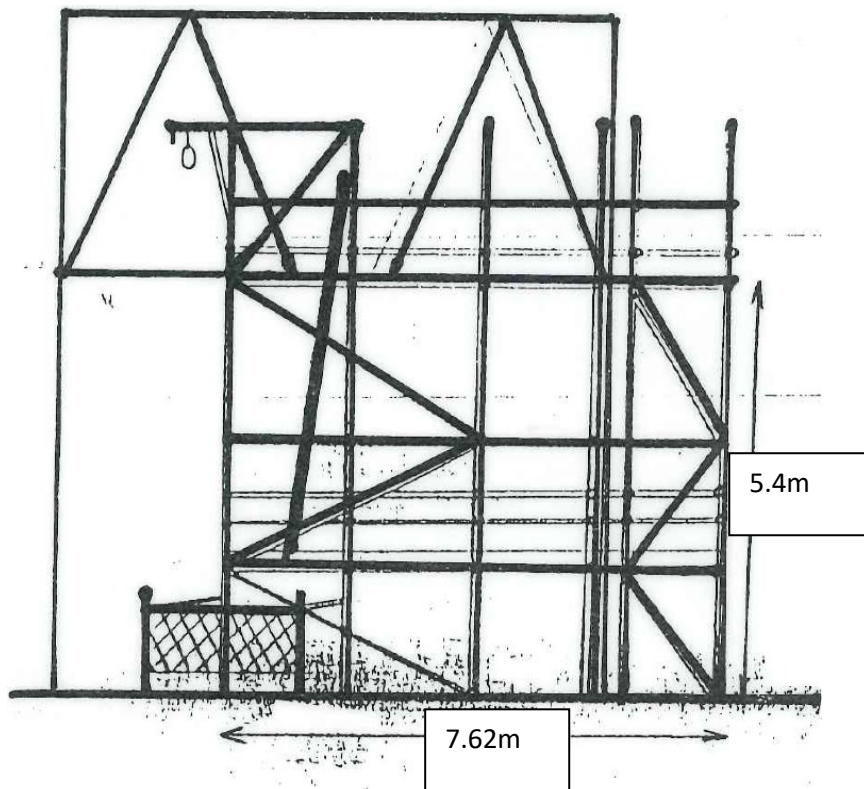


Front View

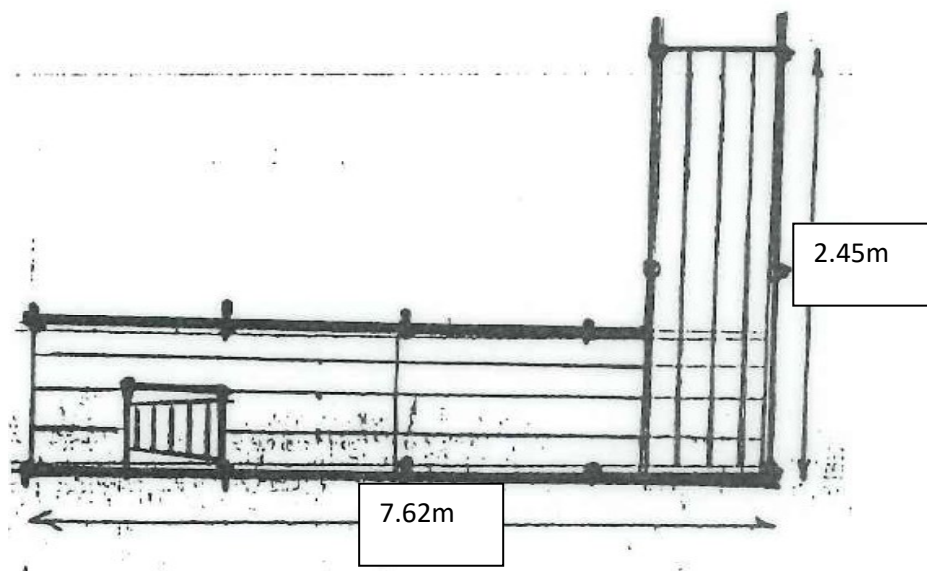


- 1 No. Lift fully boarded and table lift fully boarded
- 3 No. fence panels around gin wheel / lifting area.
- All lifts double handrail with brick guards fitted.

Type 6a

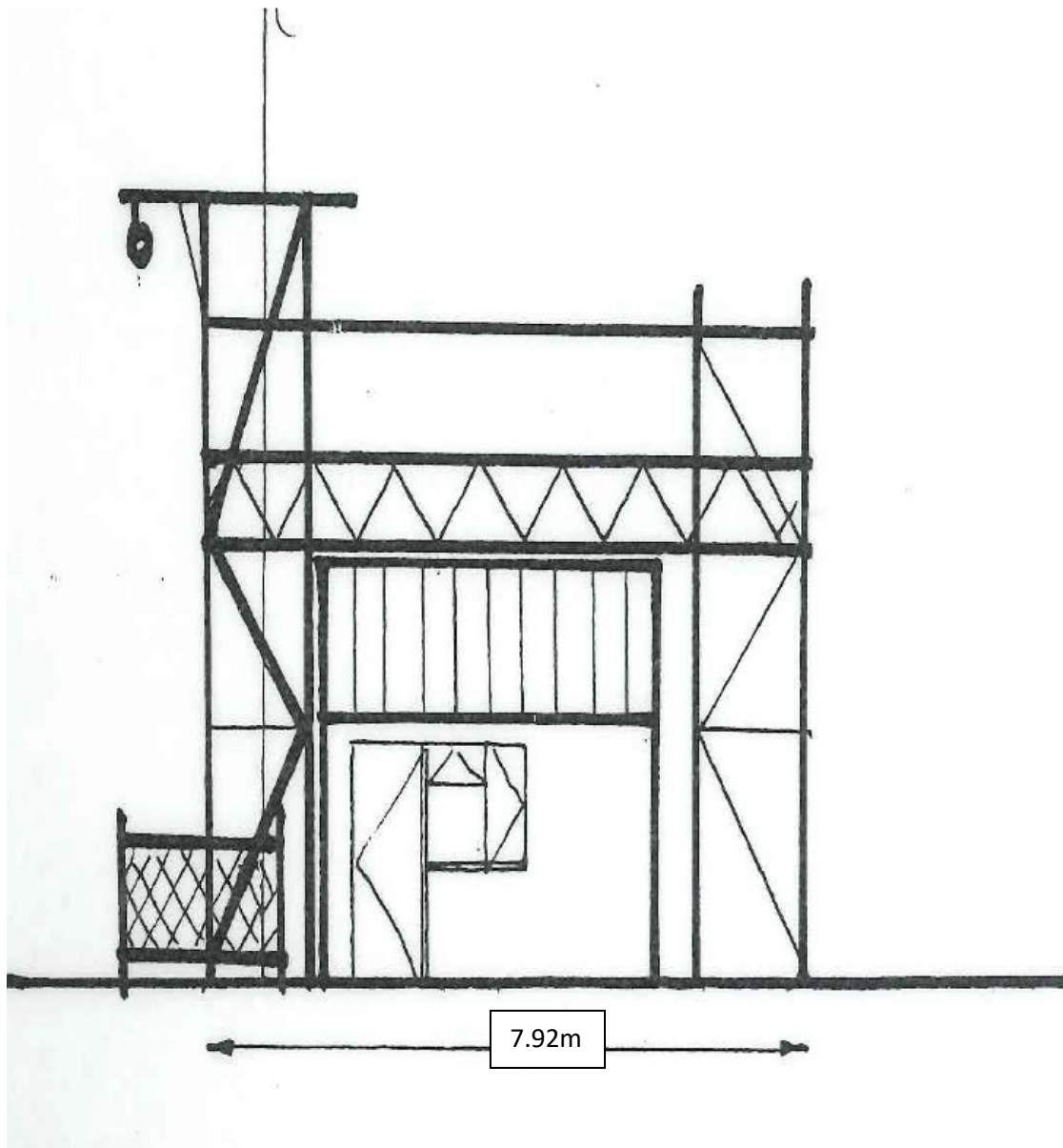


Front View



1 No. Lift fully boarded and table lift fully boarded
3 No. fence panels around gin wheel / lifting area.
All lifts double handrail with brick guards fitted.

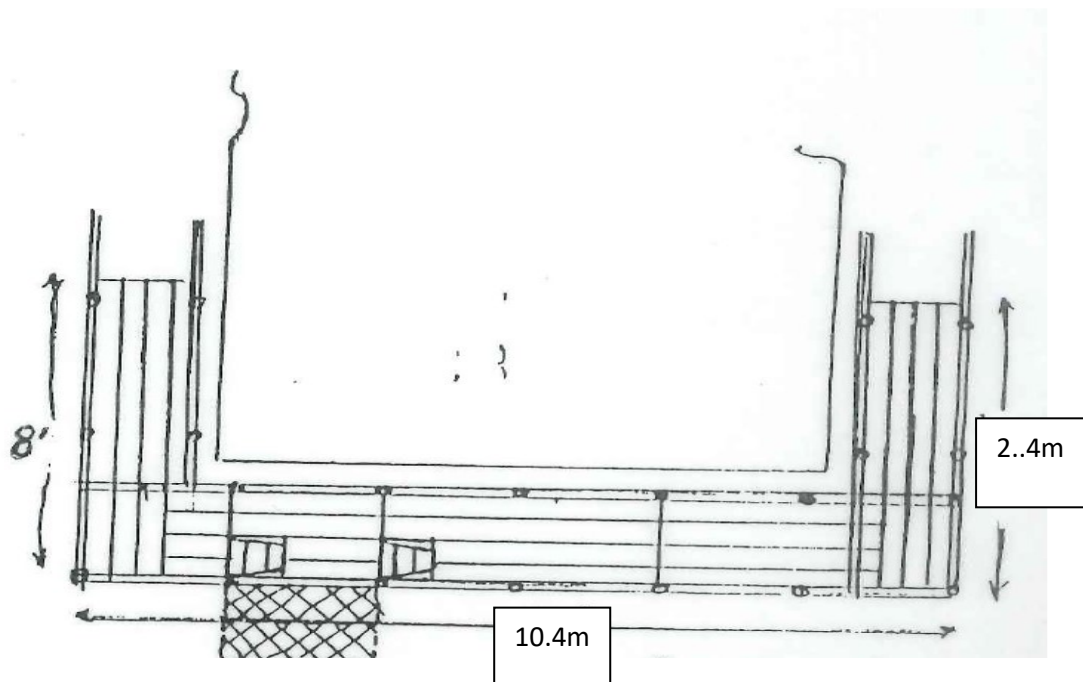
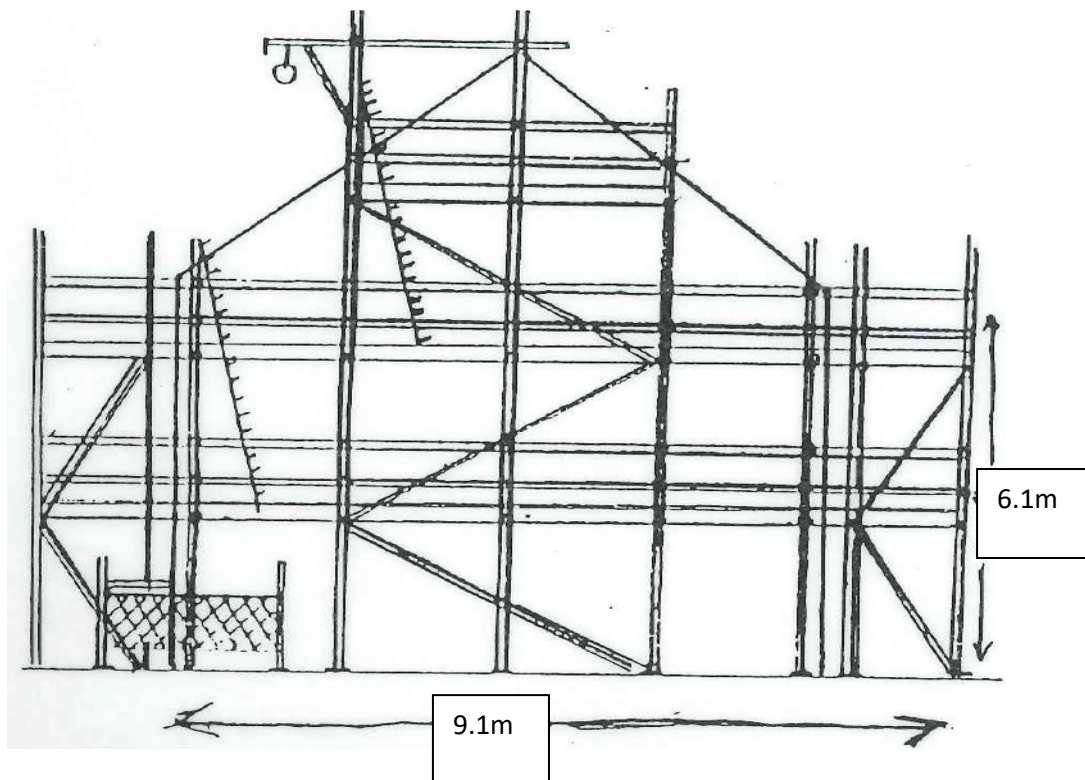
Type 7



Veranda Bridge /Working platform

1 No. Lift fully boarded and table lift fully boarded
3 No. fence panels around gin wheel / lifting area.
Double handrails and toe boarded

Type 8



Plan View

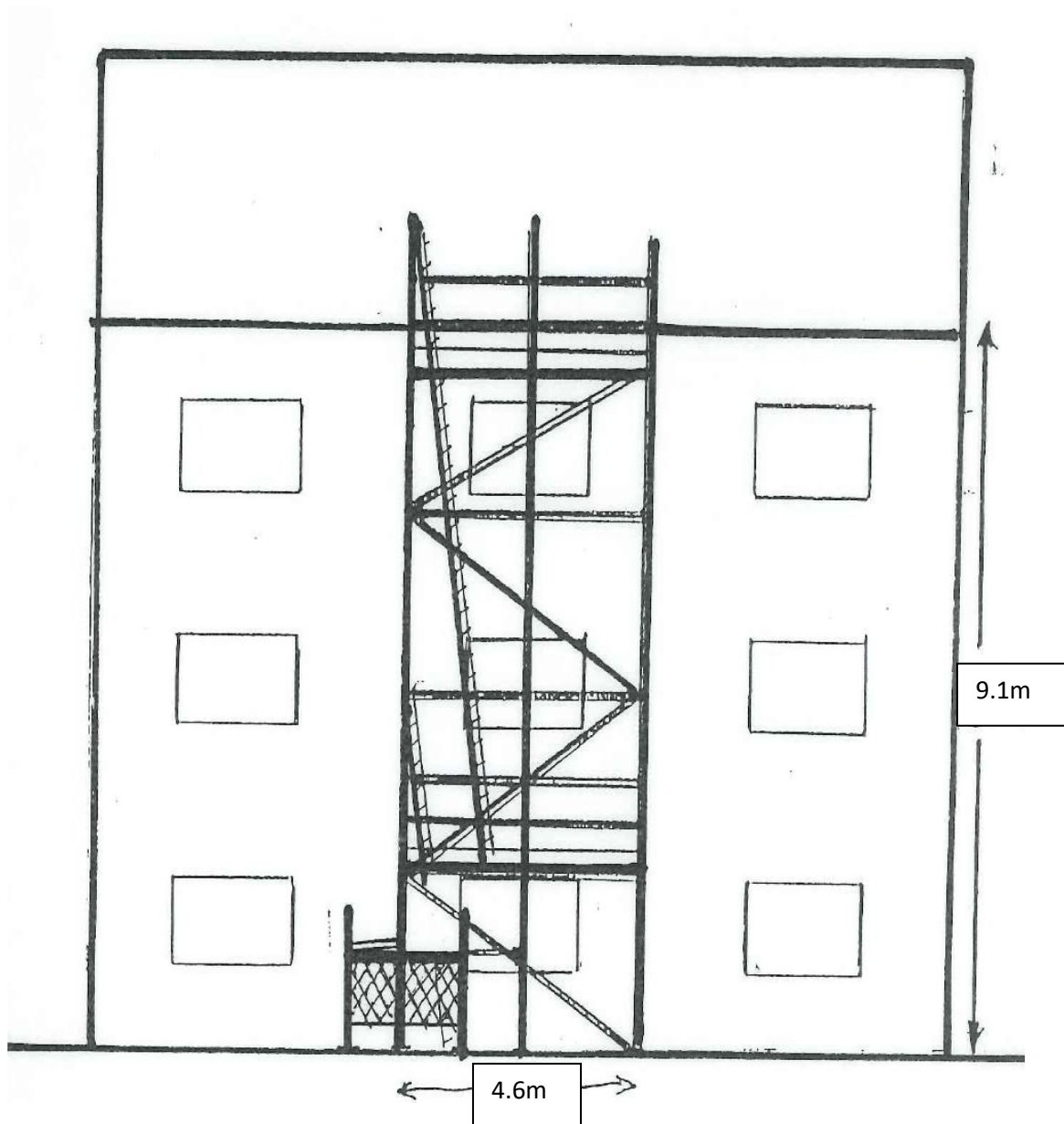
1 No. Lift fully boarded and table lift fully boarded

3 No. fence panels around gin wheel / lifting area.

Please note: non working lift is set out not boarded for any remedial works

All lifts double handrail with brick guards fitted.

Type 9



3 Storey Access Tower / Working Platform

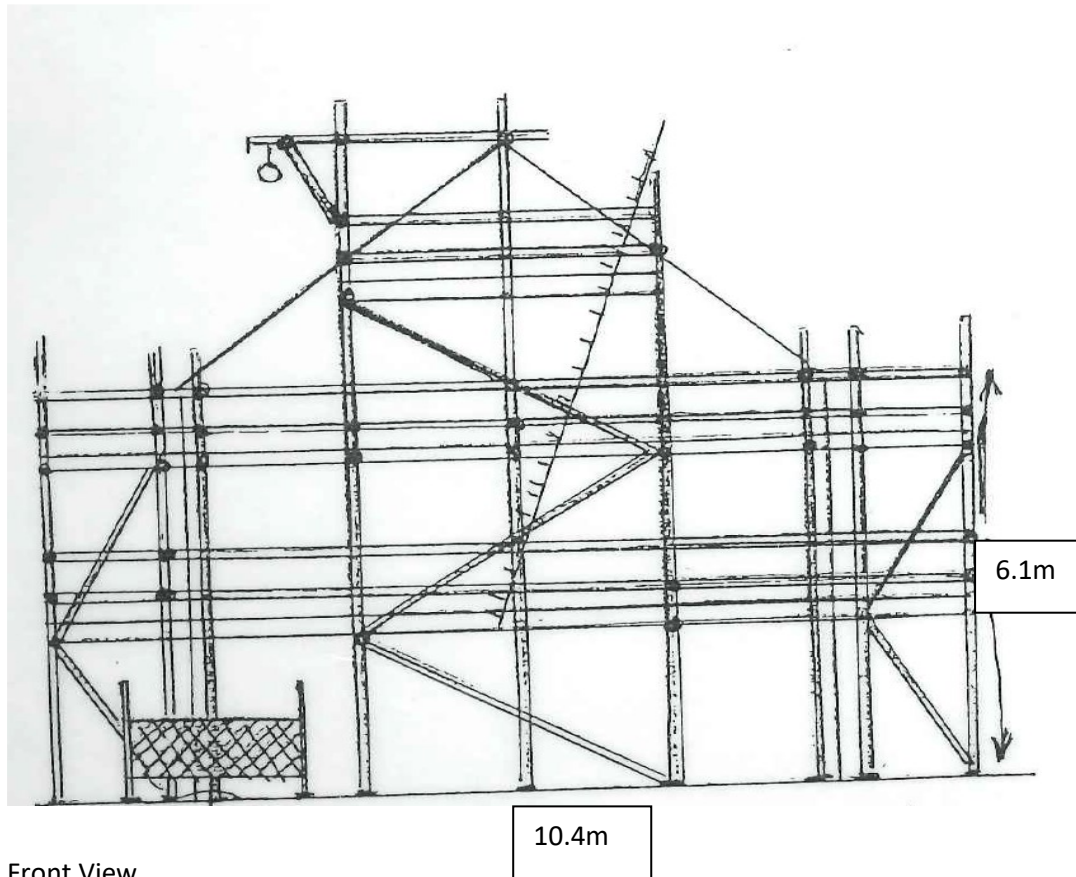
1 No. Lift fully boarded lift below eaves level

Double handrail and brick guards to be fitted

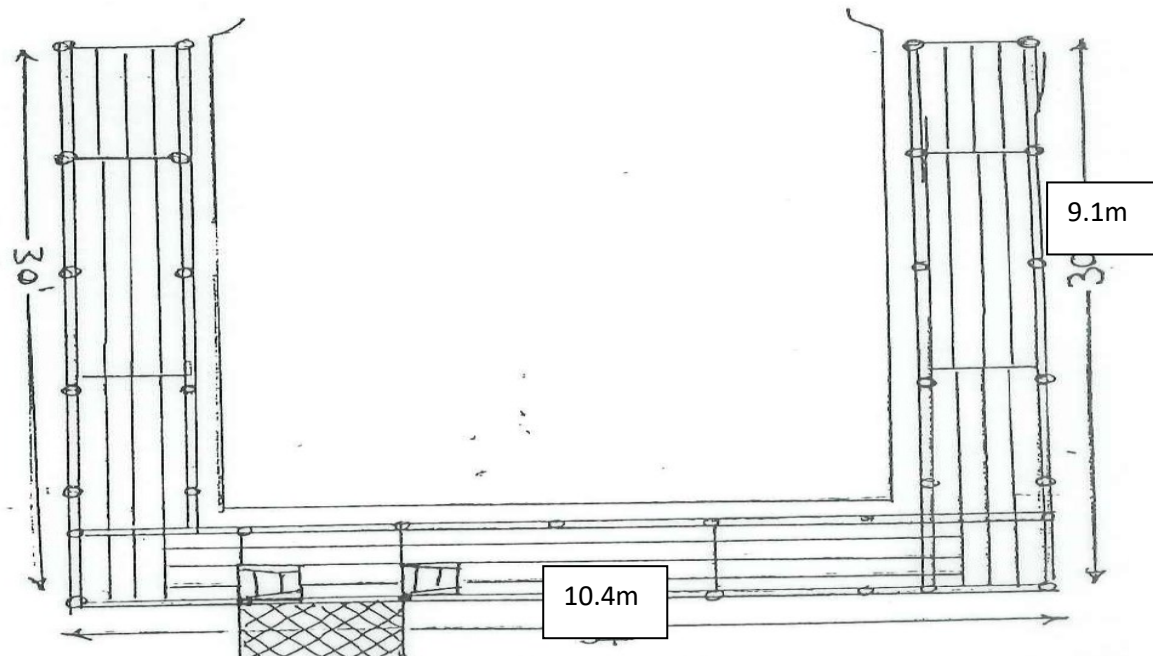
1st Lift Level Boarded

3 No. fence panels around gin wheel / lifting area.

Type 10

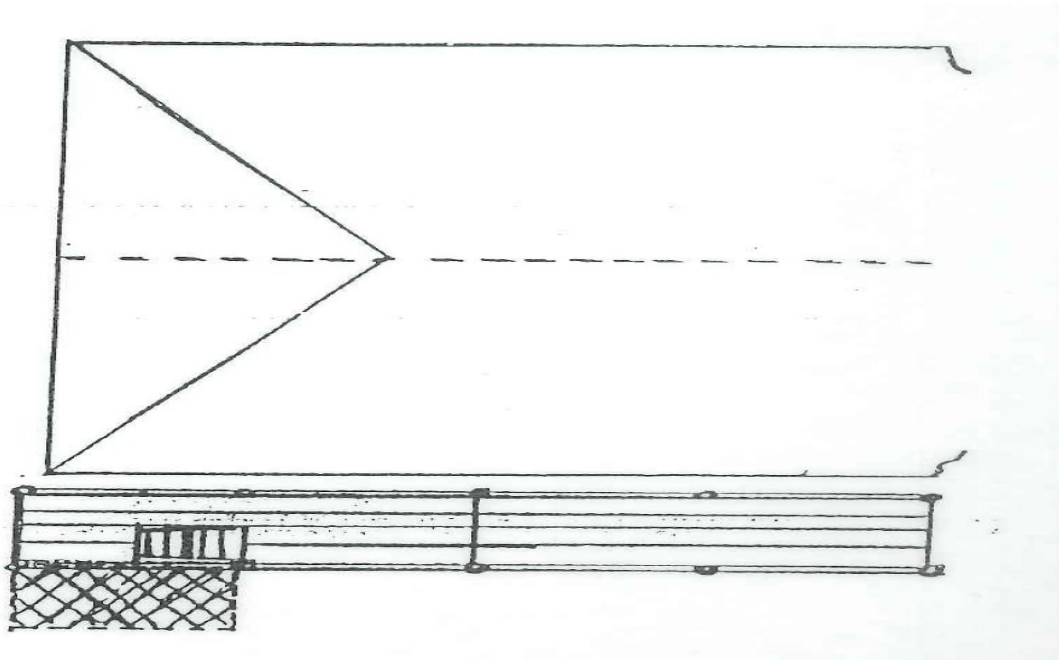
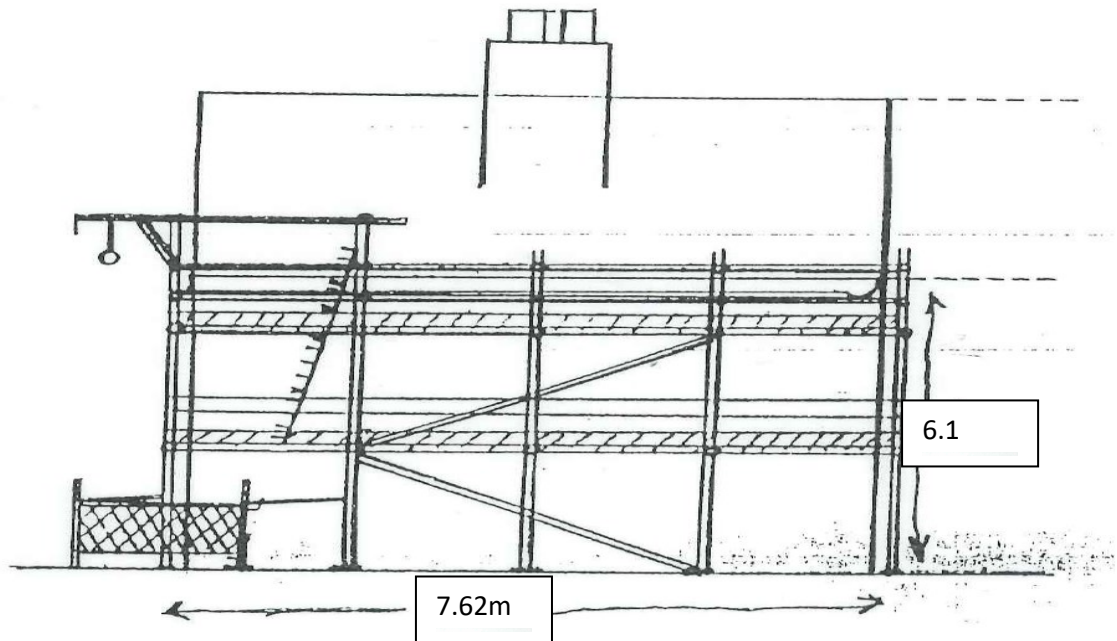


Front View



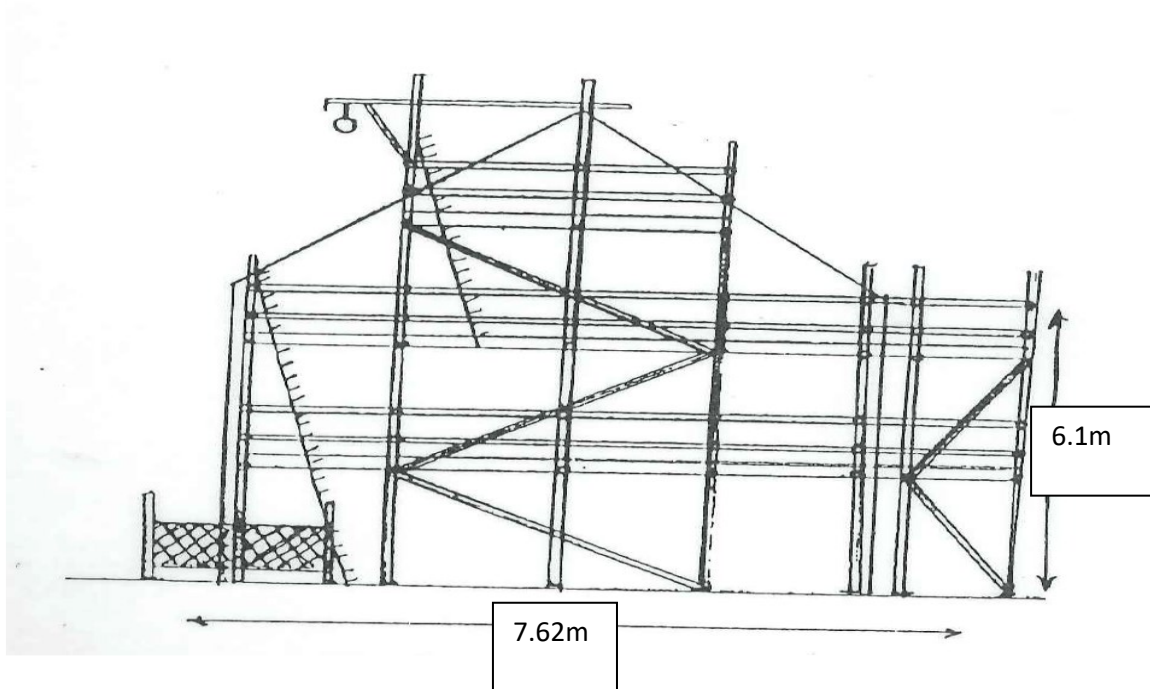
2 No. Lifts fully boarded with table lift also boarded
 3 no. temporary fence panels around gin wheel and lifting area.
 Ladder off first lift

Type 10A

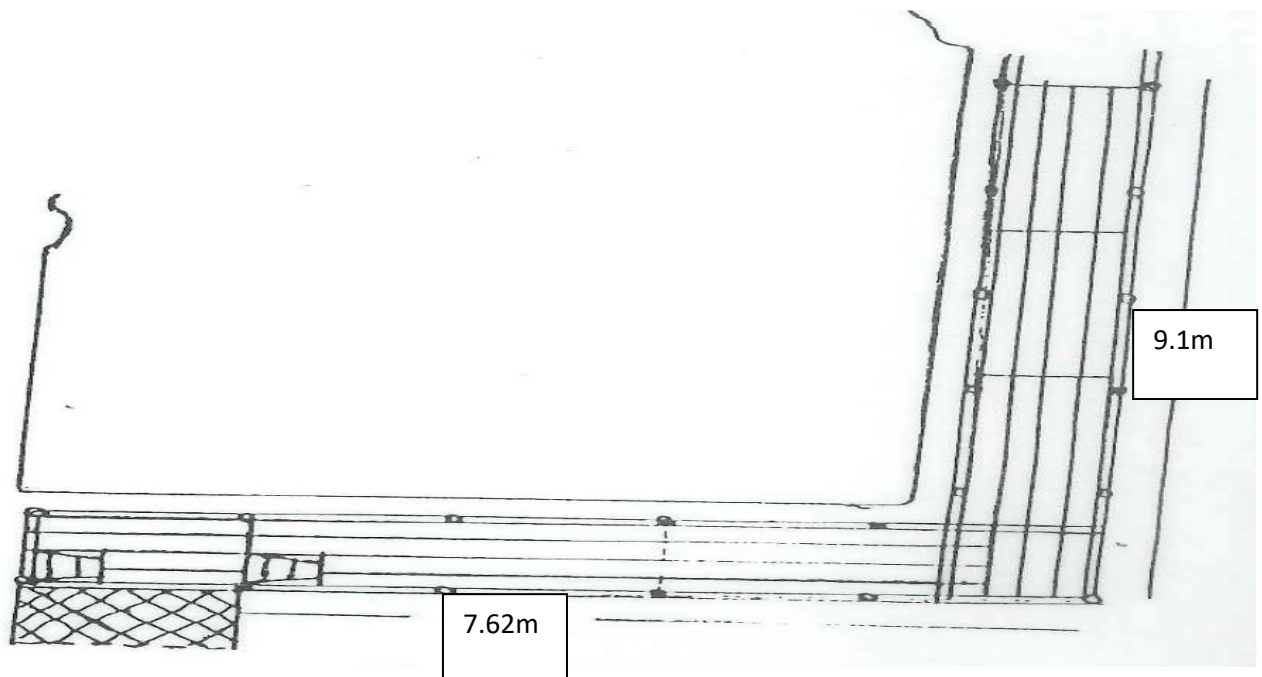


2 No. Lifts fully boarded with table lift also boarded
3 no. temporary fence panels around gin wheel and lifting area.
Ladder off first lift

Type 10b



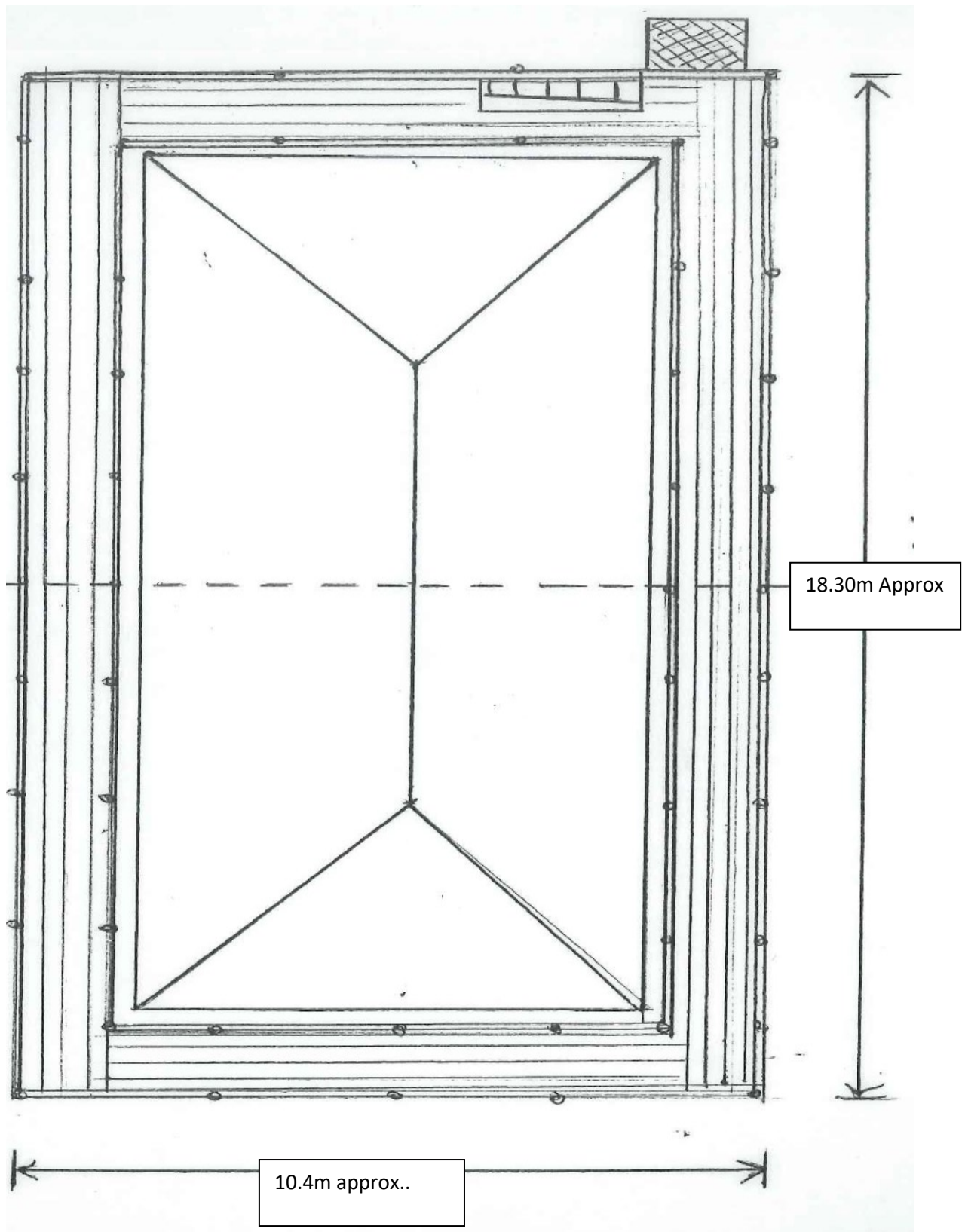
Front View



Plan view

2 No. Lifts fully boarded with table lift also boarded
3 no. tempaory fence panels around gin wheel and lifting area.
Ladder off first lift

Type 11



1 No lift 1300mm below roof line

3 no. temporary fence panels around hoist/lifting area.

Work type : guttering / re-roofing / roof work

FRAMEWORK SCHEDULE 2

PRICING MATRICES

PART 1:

Framework Agreement for the Provision of Design, Erected and Removal of Scaffolds (Ref IA3509)

- 1) Tenderer to complete the yellow highlighted areas only. Modification of the worksheet may invalidate the submission.
- 2) The Tenderer is required to complete the table below in pound sterling (£)
- 3) For the purpose of the tender you are requested to put in a rate for the item required. The Council will then multiply this by an average qty for the specific item to give a total cost for each item. This cost will then be added together to give a total overall cost to be used for evaluation
- 4) Each rate MUST include for a site inspection to each address, delivery and collection as well as supply, erection and dismantling.
- 5) For guidance please see the document called 'Scaffold Types'
- 6) The Total Cost will be evaluated based on 80% weighting.

**Supplier
Name:**

JFE ATTRIDGE Scaffolding

Item	Description	Unit	Rate	Qty	Total Cost
					£
Scaffold type	Type 1	Each	£845.00	1	£845.00
	Type 2	Each	£845.00	1	£845.00
	Type 2b	Each	£845.00	1	£845.00
	Type 3	Each	£845.00	1	£845.00
	Type 4	Each	£515.00	1	£515.00
	Type 4a	Each	£788.00	1	£788.00
	Type 4b	Each	£998.00	1	£998.00
	Type 5	Each	£451.00	1	£451.00
	Type 6	Each	£703.00	1	£703.00
	Type 6a	Each	£578.00	1	£578.00
	Type 7	Each	£487.00	1	£487.00
	Type 8	Each	£656.00	1	£656.00
	Type 9	Each	£442.00	1	£442.00
	Type 10	Each	£1,328.00	1	£1,328.00
	Type 10a	Each	£520.00	1	£520.00
	Type 10b	Each	£838.00	1	£838.00
	Type 11	Each	£1,864.00	1	£1,864.00
Additional weekly cost per scaffold to include statutory weekly inspection		Each	£100.00	1	£100.00
					£13,648.00

PART 2 - PRICING ADJUSTMENT

The prices contained in the Pricing Matrices are subject to revision on an annual basis with effect from **1st January** each Framework Year in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period. The first such increase shall take effect at the beginning of the second Framework Year and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index at the beginning of the last month of the previous Framework Year.

FRAMEWORK SCHEDULE 3

ORDER FORM

Framework Agreement IA3254 - Erection & Removal of Scaffold

FROM:

Customer:	Cannock Chase District Council
Service address:	Civic Centre Beecroft Road Cannock WS11 1BG
Invoice address:	[INSERT DETAILS]
Authorised Representative:	Ref: [NAME] Phone: [INSERT] E-mail: [GENERIC EMAIL ADDRESS]
Purchase Order number:	To be quoted on all correspondence relating to this Order: [NUM]
Order date:	[DATE]

TO:

Provider:	[FULL COMPANY NAME]
For the attention of:	[NAME]
E-mail:	[EMAIL]
Telephone number:	[TEL]
Address:	[ADDRESS]

1. WORKS REQUIREMENTS

(1.1) Works and deliverables required: [INSERT DESCRIPTION OF THE SCAFFOLD TO BE PROVIDED, ERECTED AND DISMANTLED] at [INSERT LOCATION ADDRESS] as further described in the Specification at ANNEX 1. [***ENSURE YOU INCLUDE ANY OTHER DETAILS RELEVANT TO THE JOB, E.G. LONE WORKING RE VISITS, TENANT-SPECIFIC DETAILS ETC]

(1.2) Commencement Date: [DATE SCAFFOLD IS TO BE ERECTED - BEAR IN MIND THAT YOU NEED TO ALLOW 5 WORKING DAYS FOR CONTRACTOR TO ISSUE RESPONSE TO THE ORDER FIRST, AND AT LEAST ANOTHER 5 WORKING DAYS TO MAKE ARRANGEMENTS WITH THE TENANT]

[DATE]

*Any delay in erecting the scaffold that is not attributable to any act or omission of the Employer, shall be subject to the Liquidated damages set out in the Call Off terms and conditions (see Schedule 4).

(1.3) Contract Sum payable by Council and payment profile:

Total price for the Works is £[SUM], plus VAT [***GUIDANCE - THE PRICE MUST BE BASED ON THE PRICING MATRIX IN FRAMEWORK SCHEDULE 2 AND, SUBJECT ONLY TO AN ANNUAL INCREASE IN LINE WITH CPI; IT SHOULD NOT EXCEED THE TENDERED PRICES IN FRAMEWORK SCHEDULE 2***]

The Works are to be invoiced following completion of the Works and full payment will be made in accordance with clause 4 of this Contract.

(1.4) Completion date (including any extension period or periods): [INSERT COMPLETION DATE OF THE WORKS - THIS SHOULD BE 5 WORKING DAYS AFTER THE DATE THE SCAFFOLD WAS ERECTED]

[DATE] or such other date as shall be notified in writing by the Employer.

2. PERFORMANCE OF THE WORKS

(2.1) Contract Administrator:

[INSERT NAME] of [INSERT DETAILS]

(2.2) Principal Designer:

[INSERT DETAILS OF PERSON - THEY MUST BE QUALIFIED TO FULFIL THE ROLE!] of [INSERT DETAILS]

(2.3) Principal Contractor:

[INSERT DETAILS]

(2.4) The Works are notifiable under the CDM Regulations 2015:

YES / NO [Delete as applicable]

(2.5) Location(s) at which the Works are to be Performed: [INSERT FULL DETAILS INCLUDING ANY ACCESS REQUIREMENTS]

(2.6) Quality Standards: The Supplier shall carry out all Works to the recognised standards specified within the Specification (see ANNEX 1). This will include workmanship, standard of materials and equipment used to carry out the Works.

(2.7) Management Information and Meetings: [Insert your requirements for any reporting and/or meetings required]

[INSERT DETAILS]

3. CONFIDENTIAL INFORMATION

(3.1) The following information shall be deemed Confidential Information:

(A) The Pricing Matrices in Framework Schedule 2 of the Framework Agreement;

(B) All Personal Data.

(3.2) Duration that the information shall be deemed Confidential Information: 36 months from the date of this Call-Off Contract. For the avoidance of doubt, all Personal Data is to remain confidential and is subject always to the provisions of the Data Protection Legislation, the terms of the Framework Agreement and this Call-Off Contract.

4. Additional Requirements

(4.1) Variations to Call-off Terms and Conditions: None

5. CALL-OFF CONTRACT TERMS AND CONDITIONS

5.1 The Call-Off Terms and Conditions to be used shall be the JCT Minor Works Building Contract with Contractor's Design, 2016 Edition, as amended and supplemented by the Council's own terms and conditions contained within the Schedule of Amendments at Framework Schedule 4 of the Framework Agreement and attached below.

BY SIGNING AND RETURNING THIS ORDER FORM (which may be done by electronic means) THE PROVIDER AGREES to enter a legally binding contract with the Council to provide the Works specified in this Order Form incorporating the rights and obligations in the Call-off Terms and Conditions set out in Framework Schedule 4 of the Framework Agreement, entered into by the Provider and the Council on [DATE].

For and on behalf of the PROVIDER:

Name and title	
Signature	
Date	
Provider's Authorised Representative for the Contract (if different from above)	[NAME]

For and on behalf of the COUNCIL:

Name and title	
Signature	
Date	

[* ALWAYS ATTACH BEFORE SIGNING:**

(1) A COPY OF THE SPECIFICATION; AND

(2) THE CALL OFF TERMS AND CONDITIONS *]**

FRAMEWORK SCHEDULE 4
CALL OFF TERMS AND CONDITIONS

Part One

**SCHEDULE OF AMENDMENTS AND CONTRACT PARTICULARS TO THE JCT
MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN, 2016
EDITION**

The JCT Minor Works Building Contract with Contractor's Design 2016 shall be incorporated by reference into Part One of this Framework Schedule 4, which shall be read and construed as if such contract were here set out in full, with the documents contained in Parts Two Three and Part Four of this Framework Schedule 4, but subject to the following amendments:

ARTICLE 2 - CONTRACT SUM

Delete the word "of" and insert:

that is expressed in the Order Form

ARTICLE 7 - ARBITRATION

Delete and replace with: **Does Not Apply**

ADD NEW ARTICLE 9

Insert a new article 9 as follows:

"Article 9: Parent Company Guarantee

The Contractor shall within 21 days of the Employer's request to do so procure and deliver a parent company guarantee executed as a deed by the Contractor's ultimate parent company in the form of parent company guarantee annexed to this Framework Schedule at Part Four, with such amendments as the Employer may reasonably require. Notwithstanding any other provision of this Contract, no monies shall become due and payable to the Contractor and the Employer shall not be obliged to make any payment and the Contractor shall not be entitled to receive payment until such a parent company guarantee has been satisfactorily executed and delivered to the Employer".

ADD NEW ARTICLE 10

Insert a new article 10 as follows:

"Article 10: Amendments to the Conditions

The modifications and amendments to the Agreement and the Conditions set out in full in the Schedule of Amendments are incorporated into this Agreement and the provisions of the Agreement and Conditions take effect as so modified and amended. If there is any discrepancy or conflict between the Agreement and the

Conditions and the Schedule of Amendments, the wording of the Schedule of Amendments shall prevail.”

CONTRACT PARTICULARS

R1. Complete the First Recital with this description of the Works:

The design, supply and erection of suitable scaffold for works to the Council-owned property identified in the Order Form in accordance with the timescales set out in the Order Form. All scaffolding is to be removed upon completion of the works which shall be within 5 Business Days of the commencement date, unless otherwise notified by the Employer.

R2. The Works include the design and construction of: *suitable scaffold to the property identified in the Order Form.*

R3. Complete the Third Recital with details of the Contract Documents:

a Specification (“the Contract Specification”) appended to the Order Form.

R4. In the Fourth Recital, delete: “Contract Specification or” and “or Work Schedules or”

*Fifth Recital and
Schedule 2*

Base Date: [10 days prior to the tender deadline date.]

*Fifth Recital &
Clause 4.2*

Construction Industry Scheme (CIS)
The Employer is a contractor.

Seventh Recital

Framework Agreement

Framework IA3254, dated
[DATE] between the Council
and the Provider.

*Eighth Recital &
Schedule 3*

Supplemental Provision 1 -
Collaborative working

Applies

Supplemental Provision 2 –
Health & safety

Applies

Supplemental Provision 3 –
Cost savings & value
improvements

Applies

Supplemental Provision 4 –

Applies

Sustainable development & environmental considerations

Supplemental Provision 5 –
Performance indicators & monitoring

Does Not Apply

Supplemental Provision 6 –
Notification and negotiation of disputes

Applies

Employer's Nominee:

[INSERT NAME & POSITION]

Contractor's Nominee:

[INSERT NAME & POSITION]

Article 7

Arbitration
Do not apply

Clause 2.9

Liquidated damages: £398.15 for first day and thereafter
£65.35 per day

Clause 2.11

Rectification period: 3 months
from the completion date

Clause 4.3

Interim payments – Interim Valuation Dates

The first Interim Valuation Date is one month after the Works commencement date specified in the relevant Order and thereafter at intervals of one month.

4.3

Payments due prior to practical completion – percentage of the total value of works etc. 0 per cent

4.3

Payments becoming due on or after practical completion – percentage of the total amount to be paid to the Contractor
100 per cent

Clause 4.3 & 4.8

Fluctuations provision
Delete this entry in its entirety.

Clause 5.3

Contractor's Public Liability Insurance: injury to persons or property – the required level of cover is not less than
£10 million for any one occurrence or series of occurrences arising out of one event

Clause 5.4A, 5.4B and 5.4C

Insurance of the Works etc. – alternative provisions

Clause 5.4C (Works and existing structures insurance by other means) applies

5.4C

The Employer shall take out (unless he has already done so) and shall maintain a policy of insurance in respect of any existing structures for which the scaffold Works may be issued.

The **Contractor** shall effect and maintain a policy for All Risks Insurance (with cover no less than that specified under the definition of "All Risks Insurance") for the full reinstatement value of the scaffold Works up to and including:

(a) the date of issue of the practical completion certificate (the removal of the scaffold); or

(b) (if earlier) the date of termination of the Contractor's employment under this Contract.

New Clause 5.8

Professional Indemnity Insurance:

Clause 5.8.1

Level of Cover: **£2,000,000 (two million pounds)** relates to claims or series of claims arising out of one event.

Expiry of required period of Professional Indemnity insurance is: **6 years from practical completion.**

New Clause 5.9

Key Sub-Contractors' Professional Indemnity Insurance:

See Part 3 below.

Clause 7.2

Adjudication

The Royal Institute of Chartered Surveyors applies

New clause 9.1

Key Sub-Contractor Collateral Warranties

Insert the following:

The sub-contractors from whom collateral warranties are required are any Key Sub-contractor who has a design responsibility (including without limitation responsibility for the selection of goods and materials and the supply of proprietary products and systems).

The beneficiaries in whose favour collateral warranties may be required are:

The Employer (save that the Employer shall not require a warranty from the Contractor).

Schedule 1

Arbitration

Delete this entry in its entirety

ADDITIONS AND/OR AMENDMENTS TO THE CONTRACT CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

Clause 1.1: Definitions

- Opposite the definition for Interest Rate, delete '5%' and replace with '3% '
- In the definition of "Agreement", insert after "Contract Particulars":

"together with the modifications and amendments referred to in Article 9".
- In the definition of "Conditions", insert after "hereto" and before the full stop:

"and the modifications and amendments referred to in Article 9".
- Delete the definition "Joint Names Policy".
- In the definition of "Works Insurance Policy", delete "Joint Names" on the first line.
- Add the following new definitions:

*"**Coronavirus:** coronavirus or coronavirus disease (both terms as defined in the Coronavirus Act 2020) and any effects whether direct or indirect of coronavirus or coronavirus disease including without limitation any changes in law or exercises of legal powers or the actions of any person or body in relation or response to coronavirus or coronavirus disease."*

*"**Framework Agreement:** means the framework agreement identified in the Seventh Recital to this Contract."*

*"**Key Sub-contractor:** a sub-contractor named or identified in Part 3 to the Schedule of Amendments and any replacement of a Key Sub-contractor."*

*"**Schedule of Amendments:** the Schedule of Amendments to the*

Agreement and Conditions.”

Clause 1.2: Agreement etc. to be read as a whole

In line 3 after “shall override or modify”, insert:

“the Schedule of Amendments,”

SECTION 2: CARRYING OUT THE WORKS

Clause 2.1: Contractor’s obligations

At the end of clause 2.1.1 insert:

“Upon request from the Employer, the Contractor shall provide evidence of his compliance with all Statutory Requirements and of issue of all required notices relating to them.”

New Clause 2.1A

Insert new clause 2.1A under the heading “Contractor’s obligations: workmanship, goods and materials”:

“2.1A With regard to the Works generally, and without prejudice to clause 2.1, the Contractor warrants to the Employer that:

2.1A.1 the Works have been or will be executed using proven up to date practice and to the appropriate standards available at the date of this Contract and without infringement of any rights, reservations, covenants, restrictions, stipulations or other incumbrances binding upon or affecting the site of the Works (save as may have been agreed with the Employer);

2.1A.2 The Works comprise or will comprise only materials and goods which are new (except where otherwise provided in the Contract Documents) and of satisfactory quality and all workmanship, manufacture and fabrication will be up to the appropriate standards available at the date of this Contract and consistent with the intended use of the Works.”

Clause 2.8: Extension of time

Re-number clause 2.8 as 2.8.1.

In line 1, before "if it becomes apparent", add:

"Subject to clause 2.8.2,"

In line 2, replace "2.8" with "2.8.1"

In line 4, after "Contractor" insert:

"and not reasonably foreseeable by him"

In line 4 after "including" insert:

"any breach of this Contract or any act or omission on the part of the Employer or"

In line 5 after "a" insert:

"breach, act, omission or"

In line 7 after "any default" insert:

", negligence, omission, breach of contract or breach of statutory duty"

Add a new clause 2.8.2 as follows:

"2.8.2 Notwithstanding any other provision of this Agreement the Contractor shall not be entitled to any extension of time whatsoever in relation to clause 2.8.1 where the delay is related to an outbreak or the spread of Coronavirus except where the outbreak or the spread of Coronavirus occurs after the date of this Agreement and/or to any changes in law or relevant guidance issued by the UK Government, any government executive agency, any non-ministerial department or other agency or public body (including but not limited to Public Health England) or other construction industry body (including but not limited to the Construction Leadership Council) in relation to the management of construction sites and subject always to such measures being implemented after the date of this Agreement and such measures being subject to enforcement action by the Health & Safety Executive."

SECTION 3: CONTROL OF THE WORKS

Clause 3.2: Person-in-charge

In line 1 delete: "reasonable".

Clause 3.3: Sub-contracting

In clause 3.3.1, line 1 before “consent” insert:

“prior written”

In line 3 after “obligations” insert:

“or exclude or limit his responsibilities and obligations”

SECTION 4: PAYMENT

Clause 4.3: Interim payment – dates and certificates

In clause 4.3.2, delete: *“and adjusted for any fluctuations provision that is stated by the Contract Particulars to apply”*

SECTION 5: INJURY, DAMAGE & INSURANCE

Clause 5.3: Contractor’s Insurance of His Liability

After “relevant legislation” insert *“but in respect of which the limit of indemnity shall not be less than £10 million”*.

a) New Clause 5.8

Insert new clause 5.8 under the heading **“Professional Indemnity insurance”**.

b) Insert new sub-clause 5.8.1 under the heading “Obligation to Insure”:

“Obligation to insure

5.8.1 *The Contractor shall maintain professional indemnity insurance for an amount of at least £2,000,000 for any one occurrence, or series of occurrences, arising out of any one event for a period beginning on the date of this agreement and ending 12 years after the date of practical completion of the Works, provided that (subject to clause 5.8.2) such insurance is available at commercially reasonable rates. The Contractor shall maintain that professional indemnity insurance:*

.1 with reputable insurers lawfully carrying on insurance business in the UK;

.2 on customary and usual terms and conditions prevailing for the time being in the insurance market; and

.3 on terms that do not require the Contractor to discharge any liability

before being entitled to recover from the insurers and that would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 2010.”

- c) Insert new sub-clause 5.8.2 under the heading “Commercially Reasonable Rates”:

“Commercially reasonable rates

5.8.2 Any increased or additional premium required by insurers for the insurance referred to in sub-clause 5.8.1 because of the Contractor’s claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates.”

- d) Insert new sub-clause 5.8.3 under the heading “Evidence of Professional Indemnity insurance:

“Evidence of Professional Indemnity insurance:

5.8.3 The Contractor shall at the Employer’s request send the Employer evidence that the Contractor’s insurance referred to in clause 5.8.1 is in force, including, if required by the Employer, an original letter from the Contractor’s insurers or brokers confirming:

.1 the Contractor’s then current professional indemnity insurance; and

.2 that the premiums for that insurance have been paid in full at the date of that letter.”

- e) **New Clause 5.9**

Insert new clause 5.9 under the heading “Key Sub-contractors’ professional indemnity insurance”:

“5.9 Key Sub-contractors’ professional indemnity insurance

The Contractor shall procure that the Key Sub-contractors shall maintain professional indemnity insurance in accordance with the required form of sub-contractor’s deed of collateral warranty at Part 3 to this Schedule of Amendments. Within 15 Business Days of the date of this Agreement (or, if later, within 15 Business Days of the appointment of a Key Sub-contractor), the Contractor shall procure and shall send to the Employer evidence that the Key Sub-contractors’ insurance referred to in this clause is in force, including, if required by the Employer, an original letter from each Key Sub-

contractor's insurers or brokers confirming:

.1 the Key Sub-contractor's then current insurance, as referred to in this clause; and

.2 that the premiums for that insurance have been paid in full at the date of that letter."

SECTION 6: TERMINATION

Clause 6.4: Default by the Contractor

In clause 6.4.1, insert new clause 6.4.1.4:

"fails to comply with clause 8.5."

NEW SECTION 8: MISCELLANEOUS PROVISIONS

New Section 8

Insert the following new Section 8 headed "Miscellaneous Provisions"

New Clause 8.1

Insert the following new clause 8.1, headed "Prohibited Materials":

"Clause 8.1: Prohibited materials

8.1 Subject to clause 2, the Contractor warrants:

8.1.1 that he has not used or specified and will not use or specify for use;

8.1.2 that he has exercised and will continue to exercise reasonable skill, care and diligence to see that there are not used;

8.1.3 that he is not aware and has no reason to suspect or believe that there have been or will be used;

8.1.4 that he will promptly notify the Employer in writing if he becomes aware or has reason to suspect or believe that there have been or will be used;

in or in connection with the Works, materials or substances other than in accordance with the guidance in the publication 'Good Practice in the Selection of Construction Materials' published by the British Council for Offices in 2011 or the

edition of which as may be current at the date of specification or, as the case may be, use.”

New Clause 8.2

Insert the following new clause 8.2, headed “Copyright”:

“Clause 8.2: Copyright

The Contractor grants to the Employer an irrevocable, royalty-free, non-exclusive license and/or sub-license to use and reproduce all drawings, designs, specifications, bills of quantities or similar documents prepared by or on behalf of the Contractor for and/or in connection with the construction of the Works (“the Copyright Work”) in any manner and for any purpose related to the Works including, without limitation, the execution, completion, maintenance, letting, sale, advertisement, reinstatement, repair and extension of the Works. The license hereby granted includes the right to the Employer and their successors and assigns and those deriving title through or under them to assign such licenses and grant or assign sub-licenses of the right to use and reproduce the Copyright Work, provided always that the Contractor shall not be liable for any such use by the Employer or their successors or assigns or sub-licenses for any purpose other than that for which the same were prepared and provided by the Contractor.”

New Clause 8.3

Insert the following new clause 8.3, headed “Data Processing”:

“8.3 Data Processing

For the purposes of this clause 8.3, the following words and expressions shall have the following meanings assigned to them:

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the UK GDPR.

DPA 2018: Data Protection Act 2018.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or

potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Protection Impact Assessment: *an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018.*

Data Protection Legislation: *(i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR. The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018.*

Data Subject Request: *a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data.*

Law: *means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the Processor is bound to comply;*

Processor Personnel: *means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement.*

Protective Measures: *appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Agreement, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule [x] (Security).*

Sub-processor: *any third party appointed to process Personal Data on behalf of the Processor in relation to this Agreement.*

UK GDPR: *the UK General Data Protection Regulation.*

8.3.1 *The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the **Controller** and the Contractor is the **Processor**. The only processing that the Processor is authorised to do is listed in Part 2 of this Schedule of Amendments by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR.*

8.3.2 *The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection*

Legislation.

8.3.3 *The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:*

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;*
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Works;*
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and*
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.*

8.3.4 *The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:*

- (a) process that Personal Data only in accordance with Part Two of this Schedule of Amendments, unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;*
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:*
 - (i) nature of the data to be protected;*
 - (ii) harm that might result from a Data Loss Event;*
 - (iii) state of technological development; and*
 - (iv) cost of implementing any measures;*
- (c) ensure that :*
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Part Two of this Schedule of Amendments);*
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:*

- (A) *are aware of and comply with the Processor's duties under this clause;*
- (B) *are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;*
- (C) *are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and*
- (D) *have undergone adequate training in the use, care, protection and handling of Personal Data; and*
- (d) *not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:*
 - (i) *the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;*
 - (ii) *the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;*
 - (iii) *the Data Subject has enforceable rights and effective legal remedies;*
 - (iv) *the Processor complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and*
 - (v) *the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;*
- (e) *at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.*

8.3.5 *Subject to clause 8.3.6, the Processor shall notify the Controller immediately if it:*

- (a) *receives a Data Subject Request (or purported Data Subject Request);*
- (b) *receives a request to rectify, block or erase any Personal Data;*

- (c) *receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation;*
- (d) *receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;*
- (e) *receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or*
- (f) *becomes aware of a Data Loss Event.*

8.3.6 *The Processor's obligation to notify under clause 8.3.5 shall include the provision of further information to the Controller, as details become available.*

8.3.7 *Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 8.3.5 (and insofar as possible within the timescales reasonably required by the Controller) including but not limited to promptly providing:*

- (a) *the Controller with full details and copies of the complaint, communication or request;*
- (b) *such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in Data Protection Legislation;*
- (c) *the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;*
- (d) *assistance as requested by the Controller following any Data Loss Event;*
- (e) *assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.*

8.3.8 *The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:*

- (a) *the Controller determines that the processing is not occasional;*
- (b) *the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or*

- (c) *the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.*
- 8.3.9 *The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.*
- 8.3.10 *Each Party shall designate its own data protection officer if required by Data Protection Legislation.*
- 8.3.11 *Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:*
 - (a) *notify the Controller in writing of the intended Sub-processor and processing;*
 - (b) *obtain the written consent of the Controller;*
 - (c) *enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause 8.3, such that they apply to the Sub-processor; and*
 - (d) *provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.*
- 8.3.12 *The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.*
- 8.3.13 *The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may upon giving the Processor not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.*

New Clause 8.4

Insert the following new clause 8.4, headed "Freedom of Information":

"8.4 Freedom of Information

- .1 *For the purposes of this clause 8.4, the following words and expressions shall have the following meanings assigned to them:*
 - a) **"FOIA"** *means the Freedom of Information Act 2000, as amended together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;*
 - b) **"Information"** *has the meaning given under section 84 of the FOIA;*
 - c) **"Requests for Information"** *has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply).*

- .2 The Contractor acknowledges that the Employer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:*
- 8.4.2.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;*
- 8.4.2.2 transfer to the Employer all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Business Days of receipt;*
- 8.2.2.3 provide the Employer with a copy of all Information belonging to the Employer requested in the Request for Information which is in its possession or control in the form that the Employer requires within 5 Business Days (or such other period as the Employer may reasonably specify) of the Employer's request for such Information; and*
- 8.4.2.4 not respond directly to a Request for Information unless authorised in writing to do so by the Employer.*
- .3 The Contractor acknowledges that the Employer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Works (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Employer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.*
- .4 Notwithstanding any other provision in the Contract, the Employer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Works is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.*

New Clause 8.5

Insert the following new clause 8.5, headed "Modern Slavery":

"8.5 Modern Slavery

- .1 In performing its obligations under the Agreement, the Contractor shall:*
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in*

force including but not limited to the Modern Slavery Act 2015;

- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;*
 - (c) include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause 8.5;*
 - (d) notify the Employer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement; and*
 - (e) maintain a complete set of records to trace the supply chain of all Works and services provided to the Employer in connection with this Agreement; and permit the Employer and its representatives to inspect the Contractor's records and to meet the Contractor's Persons to audit the Contractor's compliance with its obligations under this Clause 8.5.*
- .2 The Contractor represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.*
- .3 The Employer may terminate this Agreement with immediate effect by giving written notice to the Contractor if the Contractor commits a breach of this Clause 8.5."*

New Clause 8.6

Insert the following new clause 8.6, headed "TUPE":

"8.6 TUPE

- .1 The Parties agree that the provisions of Framework Schedule 8 (TUPE) of the Framework Agreement will have effect in relation to all TUPE matters arising under this Call-Off Contract."*

NEW SECTION 9: COLLATERAL WARRANTIES

Insert the following new Section 9 headed “Collateral Warranties”

New Clause 9.1

Insert the following new clause 9.1, headed “Sub-Contractor collateral warranties in favour of the Employer”:

“Clause 9.1: Sub-Contractor collateral warranties in favour of the Employer

Within 15 Business Days of the date of this Agreement (or, if later, within 15 Business Days of the appointment of a Key Sub-contractor), the Contractor shall ensure that each Key Sub-contractor has executed and delivered a deed of collateral warranty in favour of the Employer in the form set out in Part 3 of Schedule 2 to the Schedule of Amendments. If any deed of collateral warranty provided by a Key Sub-contractor requires execution by the Contractor, the Contractor shall execute and deliver the collateral warranty to the Employer within the time limits set out in this clause 9.1.”

JCT Minor Works Building Contract, 2016 Edition with Contractor’s Design - Schedule 1: Arbitration

Delete Schedule 1 and replace with: “*Schedule 1 Not Used.*”

JCT Minor Works Building Contract, 2016 Edition with Contractor’s Design - Schedule 2: Fluctuations Provisions

Delete Schedule 2 and replace with: “*Schedule 2 Not Used.*”

JCT Minor Works Building Contract, 2016 Edition with Contractor’s Design - Schedule 3: Supplemental Provisions

This agreement incorporates Schedule 3 to the JCT Conditions, subject to the provisions in the Contract Particulars

PART TWO

Schedule of Processing, Personal Data and Data Subjects

This Part Two shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule of Processing shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: **[Insert Contact details]**
2. The contact details of the Processor's Data Protection Officer are: **[Insert Contact details]**
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	<i>The Parties acknowledge that for the purposes of Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor in accordance with Clause 8.3.</i>
Subject matter of the processing	<i>To provide the hire, erection and removal of scaffold in order for the Council to effect repairs to Council-owned properties (including Council houses). The processing is needed to allow the Provider to make suitable appointments with tenants to arrange visits to establish plant and material requirements and to arrange for erection at the start of the works and removal of scaffold on completion of the works.</i>
Nature of the processing	<i>The disclosure, transmission, collection, storage, retrieval and use of addresses, names and contact details of Council tenants, provided to the Provider by the Council, in order to arrange and deliver the Works. Personal data shall be erased/deleted following completion of the processing.</i>
Type of Personal Data being Processed	<i>Name, address, telephone number, email address of Council tenants.</i>
Categories of Data Subject	<i>The tenants of Council properties of which the Council require scaffolding to be erected to facilitate building works on those properties.</i>
International transfers and legal gateway	<i>The personal data is not to be transferred outside of the UK.</i>
Plan for return and destruction of the data once the processing is complete	<i>The Provider shall not retain any personal data for any longer than 3</i>

	<p><i>months following the removal of the scaffold in each case.</i></p> <p><i>The Provider shall securely and permanently delete the personal data upon the expiry of the 3-month period and shall certify to the Council that this has been done.</i></p>
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PART THREE

Key Sub-Contractors, Key Sub-Contractors' Insurance and Sub-Contractors' Deed of Collateral Warranty

Part A: Key Sub-Contractors

The Key Sub-contractors are:

[LIST, BY NAME AND/OR SPECIALISM]

Part B: Key Sub-Contractors' Professional Indemnity Insurance

Each Key Sub-contractor with design responsibility shall maintain professional indemnity insurance in the amount of **£2,000,000 (two million pounds)**.

Part C: Key Sub-Contractor's Deed of Collateral Warranty

The Parties have attached the form of Key Sub-contractor's deed of collateral warranty in favour of the Employer to this schedule.

DATE

20[]

(1) [Sub-Contractor]

(2) [Beneficiary]

(3) [Contractor]

[Sub-Contractor]

Collateral Warranty

relating to

the design, supply and installation of

[]

at []

PARTIES

- (1) [**Sub-Contractor**] a company incorporated in England and Wales with registered number [], whose registered office is at [] (the '**Sub-Contractor**');
- (2) **CANNOCK CHASE DISTRICT COUNCIL** of Civic Centre, Beecroft Road, Cannock, Staffordshire, WS11 1BG (the '**Beneficiary**'); and
- (3) [] a company incorporated in England and Wales with registered number [], whose registered office is at [] (the '**Contractor**').

BACKGROUND

- (A) The Contractor has engaged the Sub-Contractor to perform the Sub-Contract Works.
- (B) The Beneficiary, as the Employer, has an interest in the Works.
- (C) The Contractor requires the Sub-Contractor to enter into a collateral warranty in favour of the Beneficiary.
- (D) The Sub-Contractor has agreed to enter into this Agreement with the Beneficiary, for the benefit of the Beneficiary.

AGREED TERMS

1. Definitions and interpretation

1.1 The definitions and rules of interpretation in this Clause apply in this Agreement:

'Building Contract' the JCT Design and Build Contract 2016 as amended entered into between the Employer and the Contractor (and any further agreement(s) varying or supplementing it) for the Works;

'Business Day' a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

'CDM Regulations' the Construction (Design and Management) Regulations 2015 (SI 2015/51), and any related guidance requirements including the Approved Code of Practice, amended or replaced from time to time by the Health & Safety Executive;

'Deleterious' materials or equipment that are not in conformity with any relevant British Standard or codes of practice (or European Union equivalent) or which are generally known, or which ought to have been known, in the construction industry at the time of specification or approval for use to be deleterious to health and safety of any person or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used;

'Funder' a person that has provided, or is to provide, finance in connection with:

- (a) the whole or any part of the Works or the completed Works; or

(b) the site of the Works,

whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;

'Material' all the information, formulae, data, drawings, models, plans, elevations, sections, perspectives, specifications, schedules, designs (including those prepared on any CAD system), reports prints, samples and other documents and information (including any stored electronically) and software or similar items and technology including improvements in the same used in or otherwise which have been or will be prepared or provided by or on behalf of the Sub-Contractor in connection with the Sub-Contract Works;

'Permitted Uses' the design, construction, completion, reconstruction, modification, advertisement, reinstatement, development, extension, maintenance, funding, sale, letting, demolition, decommissioning, fitting-out and repair of the Property and the Works;

'Programme' the programme, as defined in the Sub-Contract;

'Property' [];

'Required Standard' all the reasonable skill, care and diligence to be expected of a properly qualified and competent professional designer of the relevant discipline undertaking equivalent sub-contract works on projects of a similar size, scope, complexity, value and purpose to the Works;

'Sub-Contract' the agreement in writing dated [] entered into between the Contractor and the Sub-Contractor (and any further agreement(s) varying or supplementing it) for the Sub-Contract Works;

'Sub-Contract Works' the sub-contract works and/or services referred to in the Sub-Contract, performed by or on behalf of the Sub-Contractor under the Sub-Contract.

'Works' as defined in the Building Contract.

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 A **'person'** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a **'company'** includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.

- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to '**writing**' or '**written**' includes faxes but not e-mail.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this Agreement) at any time.
- 1.13 References to Clauses are to the Clauses of this Agreement.
- 1.14 Where the words '**include(s)**', '**including**' or '**in particular**' are used in this Agreement, they are deemed to have the words "without limitation" following them.

2. Comply with the Sub-Contract

- 2.1 The Sub-Contractor warrants to the Beneficiary that:
- (a) it has performed and complied, and shall continue to comply, with its obligations under or arising out of the Sub-Contract, including (without limitation) its obligations to:
 - (i) (where applicable) carry out and fulfil in all respects the duties of a designer under the CDM Regulations; and
 - (ii) in respect of any works carried out, use workmanship and materials of the quality and standard specified in the Sub-Contract; and
 - (b) to the extent the Sub-Contractor has design responsibility in relation to the Sub-Contract Works, it has exercised and shall continue to exercise the Required Standard when performing the Sub-Contract Works; and
 - (c) it has exercised and shall continue to exercise the Required Standard to not specify or use any products or materials in the Sub-Contract Works which at the time of specification or use are Deleterious;
 - (d) in relation to the Sub-Contract Works, it has complied with any:
 - (i) Act of Parliament
 - (ii) instrument, rule or order made under any Act of Parliament; and
 - (iii) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Works or with whose systems or property the Works are or will be connected; and

(e) it shall carry out and fulfil, in all respects, the duties of a designer under the CDM Regulations.

2.2 The Sub-Contractor shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Sub-Contractor's professional responsibilities in relation to the Sub-Contract Works provided that the Sub-Contractor shall owe no greater duty of care to the Beneficiary under this warranty than it would have done if, in lieu of this warranty, the Beneficiary had been named as joint client with the Contractor in the Sub-Contract.

2.3 The Sub-Contractor's duties or liabilities under this Agreement shall not be negated or diminished by:

(a) any approval or inspection of:

(i) the Property; or

(ii) the Works; or

(iii) any designs or specifications for the Property or the Works; or

(b) any testing of any work, goods, materials, plant or equipment; or

(c) any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Contractor.

2.4 Nothing in this Agreement shall in any way limit or affect any other rights or remedies (whether under contract, at law, in equity or otherwise) which the Beneficiary would have against the Sub-Contractor in the absence of this Agreement.

3. Step-In Rights: Sub-Contractor May Not Terminate or Discontinue

3.1 The Sub-Contractor shall not exercise, or seek to exercise, any right to:

(a) terminate its employment under the Sub-Contract; or

(b) discontinue the performance of the Sub-Contract Works,

for any reason (including any breach on the part of the Contractor) without giving the Beneficiary at least 21 days' written notice of its intention to do so and the basis for such action. Any notice from the Sub-Contractor shall specify the grounds for the Sub-Contractor's proposed termination or discontinuance.

3.2 If the Sub-Contract allows the Sub-Contractor a shorter notice period for the exercise of a right referred to in Clause 3.1, the notice period in the Sub-Contract shall be extended to take account of the notice period required under Clause 3.1.

3.3 The Sub-Contractor's right to terminate its employment under the Sub-Contract, or to discontinue performance of the Sub-Contract Works, shall cease if, within the period referred to in Clause 3.1, the Beneficiary gives notice to the Sub-Contractor, copied to the Contractor:

- (a) requiring the Sub-Contractor not to terminate its employment or not to discontinue the performance of the Sub-Contract Works under the Sub-Contract;
- (b) acknowledging that the Beneficiary (or its nominee) will assume all the Contractor's obligations under the Sub-Contract; and
- (c) undertaking that the Beneficiary or its nominee will pay to the Sub-Contractor:
 - (i) any sums due and payable to the Sub-Contractor under the Sub-Contract in future; and
 - (ii) any sums then due and payable to the Sub-Contractor under the Sub-Contract that are unpaid.

3.4 If the Beneficiary (or its nominee) serves notice on the Sub-Contractor under Clause 3.3, then, from the date of service of the notice, the Sub-Contract shall continue in full force and effect, as if it had been entered into between the Sub-Contractor and the Beneficiary (to the exclusion of the Contractor).

3.5 In complying with this Clause 3, the Sub-Contractor:

- (a) does not waive any breach of the Sub-Contract or default under the Sub-Contract by the Contractor; and
- (b) may exercise its right to terminate its employment under the Sub-Contract, or discontinue the performance of the Sub-Contract Works, after the expiry of the notice period referred to in Clause 3.1, unless the Sub-Contractor's right to terminate or discontinue has ceased under Clause 3.3.

4. Step-In Rights: Beneficiary May Step-In

4.1 Without affecting Clause 3.1, if the Beneficiary serves a notice on the Sub-Contractor, copied to the Contractor, that:

- (a) confirms that the Beneficiary wishes to step-in to the Sub-Contract; and
- (b) complies with the requirements under Clauses 3.3(b) and 3.3(c),

then, from the date of service of the notice, the Sub-Contract shall continue in full force and effect, as if it had been entered into between the Sub-Contractor and the Beneficiary (or its nominee) to the exclusion of the Contractor.

4.2 The Sub-Contractor shall assume that, between the Contractor and the Beneficiary, the Beneficiary may give notice under Clause 4.1. The Sub-Contractor shall not enquire whether the Beneficiary is entitled to give that notice.

4.3 In complying with this Clause 4, the Sub-Contractor does not waive any breach of the Sub-Contract or default under the Sub-Contract by the Contractor.

5. Step-In Rights: Sub-Contractor's Position and Contractor's Consent

5.1 The Sub-Contractor shall not incur any liability to the Contractor by acting in accordance with Clause 3 or Clause 4.

- 5.2 The Contractor has executed this Agreement to confirm its consent to such step-in arrangement.

6. Step-In Rights: Beneficiary's Guarantee

If a Beneficiary's notice under Clause 3 or Clause 4 refers to the Beneficiary's nominee, the Beneficiary shall be liable to the Sub-Contractor, as guarantor, for the payment of any sums due and payable from time to time to the Sub-Contractor from the Beneficiary's nominee.

7. No Instructions to Sub-Contractor by Beneficiary

Unless the Beneficiary has stepped-in under Clause 3 or Clause 4, the Beneficiary may not give instructions to the Sub-Contractor under this Agreement.

8. Copyright

- 8.1 The Sub-Contractor grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Sub-Contractor for any purpose relating to the Works and the Property, including any of the Permitted Uses.
- 8.2 This licence allows the Beneficiary to use the Material in connection with any extension of the Works, but not to reproduce the designs contained in the Material in any such extension.
- 8.3 This licence carries the right to grant sub-licences and shall be transferrable without the consent of the Sub-Contractor.
- 8.4 The Sub-Contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 8.5 The Beneficiary may request a copy (or copies) of some or all of the Material from the Sub-Contractor and the Sub-Contractor shall provide the copy (or copies) to the Beneficiary.

9. Professional Indemnity Insurance

- 9.1 The Sub-Contractor shall maintain professional indemnity insurance for an amount of at least £2,000,000.00 for any one occurrence, or series of occurrences, arising out of any one event for a period beginning on the date of this Agreement and ending 12 years after the date of practical completion of the Works, provided that such insurance is available to members of the Sub-Contractor's profession at commercially reasonable rates and terms. The Sub-Contractor shall maintain that professional indemnity insurance:
- (a) with reputable insurers lawfully carrying on insurance business in the UK;
 - (b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and
 - (c) on terms that:

- (i) do not require the Sub-Contractor to discharge any liability before being entitled to recover from the insurers; and
 - (ii) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.
- 9.2 Any increased or additional premium required by insurers because of the Sub-Contractor's claims record or other acts, omissions, matters or things particular to the Sub-Contractor shall be deemed to be within commercially reasonable rates.
- 9.3 The Sub-Contractor shall not, without the Beneficiary's written consent:
 - (a) settle or compromise any claim with the insurers that relates to a claim by the Beneficiary against the Sub-Contractor; or
 - (b) by any act or omission lose or affect the Sub-Contractor's right to make, or proceed with, that claim against the insurers.
- 9.4 The Sub-Contractor shall immediately inform the Beneficiary if the Sub-Contractor's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Sub-Contractor and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Sub-Contractor regarding the Works and the Property, without that insurance.
- 9.5 The Sub-Contractor shall fully co-operate with any measures reasonably required by the Beneficiary, including:
 - (a) completing any proposals for insurance and associated documents; or
 - (b) maintaining insurance at rates above commercially reasonable rates, if the Beneficiary reimburses the Sub-Contractor for the net cost of that insurance above commercially reasonable rates.
- 9.6 Whenever the Beneficiary reasonably requests, the Sub-Contractor shall send the Beneficiary evidence that the Sub-Contractor's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Sub-Contractor's insurers or brokers confirming:
 - (a) the Sub-Contractor's then current professional indemnity insurance; and
 - (b) that the premiums for that insurance have been paid in full at the date of that letter.

10. Liability Period

The Beneficiary may not commence any legal action against the Sub-Contractor under this Agreement after 12 years from the date of practical completion of all of the Works.

11. Assignment

11.1 The Beneficiary may assign the benefit of this Agreement:

- (a) on two occasions to any person with an interest in the Works; and

- (b) without counting as an assignment under Clause 11.1(a), by way of security to a Funder (including any reassignment on redemption of security);

11.2 The Beneficiary or its assignee shall notify the Sub-Contractor and the Contractor of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

11.3 The Sub-Contractor shall not contend that any person to whom the benefit of this Agreement is assigned under Clause 11.1 may not recover any sum under this Agreement because that person is an assignee and not a named party to this Agreement.

11.4 The Sub-Contractor shall not without the consent of the Beneficiary assign its rights under this Agreement.

12. Delay

The Sub-Contractor shall not be liable to the Beneficiary in respect of any delay to the completion of the Sub-Contract Works unless and until the Beneficiary has given notice to the Sub-Contractor under either Clause 3 or Clause 4.

13. Notices

13.1 Any notice required to be given under this Agreement shall be in writing and shall be sent to the party at the address given in this Agreement or as otherwise notified in writing to each party.

13.2 A notice shall be deemed to have been duly received:

- (a) if delivered by hand, at the time the notice is left at the address;
- (b) if sent by pre-paid first-class post, recorded delivery or other next working day delivery service providing proof of delivery, at 9.00 am on the second Business Day after posting.

13.3 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

13.4 This Clause shall not apply to the service of any proceedings or other documents in any legal action.

14. Third Party Rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15. Governing Law and Jurisdiction

This Agreement shall be read and construed in accordance with the laws of England. Each party irrevocably agrees that subject as provided below, the courts of England shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Clause

shall limit the right of any party to take enforcement proceedings against the other in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of enforcement proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

[Execution blocks]

FORM OF PARENT COMPANY GUARANTEE

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compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;

- c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;
- d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over it;
- e) the holder of a qualifying floating charge over its assets has become entitled to appoint or has appointed an administrative receiver;
- f) a person becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets;
- g) a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- h) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive); or
- i) it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 This deed shall be binding on, and inure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that

party's personal representatives, successors and permitted assigns.

- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes email but not fax.
- 1.11 Any obligation on a party not to do something includes an obligation not to agree that thing to be done.
- 1.12 A reference to **this deed** or to any other deed, agreement or document referred to in this deed is a reference to this deed or such other deed, agreement or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.13 References to clauses are to the clauses of this deed unless otherwise stated.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees the due, proper and punctual performance by the Contractor of the Contractor's duties and obligations to the Employer under the Building Contract.
- 2.2 If the Contractor fails to observe or perform any of its duties or obligations to the Employer under the Building Contract, or if the Contractor fails to pay any sum, loss, debt, damage, interest, cost or expense due from the Contractor to the Employer under or in connection with the Building Contract, the Guarantor (as a separate and independent obligation and liability from its obligations and liabilities under clause 2.1) shall indemnify the Employer against all loss, debt, damage, interest, cost and expense incurred by the Employer by reason of such failure or non-payment and shall, on first written demand, pay to the Employer, without any deduction or set-off, the amount of that loss, debt, damage, interest, cost and expense.
- 2.3 If the Contractor suffers an Insolvency Event or if the Employer terminates the Contractor's employment under the Building Contract under clause 6.4 ('Default by Contractor') of the Building Contract, the Guarantor shall indemnify the Employer against all loss, debt, damage, interest, cost and

expense incurred by the Employer by reason of such Insolvency Event or termination and shall, on first written demand, pay to the Employer without any deduction or set-off the amount of that loss, debt, damage, interest, cost and expense.

3. AMENDMENTS TO THE BUILDING CONTRACT

3.1 The Building Contract may be modified, amended or supplemented in any way without the Guarantor's consent. The Guarantor's liability under this deed (which includes the Contractor's duties, obligations and liabilities under the Building Contract as modified, amended or supplemented) shall not be released, reduced or adversely affected by any such modification, amendment or supplement.

3.2 The Guarantor's liability under this deed shall not be released, reduced or adversely affected by:

(a) any invalidity, avoidance or termination of the Building Contract;

(b) any waiver, concession, allowance, compromise or forbearance whether as to payment, time, performance or otherwise given to, or made with, the Contractor and the terms of this deed shall apply to the terms of any such compromise as they apply to the Building Contract; or

(c) any other act, event, omission or circumstance that, but for this provision, might operate to exonerate the Guarantor.

4. EMPLOYER DOES NOT HAVE TO PURSUE CONTRACTOR

The Employer does not have to pursue any remedy against the Contractor before proceeding against the Guarantor under this deed.

5. INSOLVENCY OF CONTRACTOR

Without affecting clause 2.3, if the Contractor suffers an Insolvency Event that shall not release, reduce or adversely affect the Guarantor's liability under this deed.

6. PRIORITY OF CLAIMS AGAINST THE CONTRACTOR

As long as any liability incurred by the Contractor to the Employer guaranteed under this deed remains unsatisfied, the Guarantor shall not, in respect of any payment made or liability arising under this deed, effect (or try to effect) any recovery from the Contractor, whether by receipt of money, set-off, proof of debt, enforcement of security or otherwise.

7. LIMIT OF LIABILITY

The Employer may not recover any more under this deed in respect of any matter than the Employer would be entitled to recover from the Contractor in respect of that matter, net of any set off. The Employer may not start proceedings against the Guarantor under this deed in respect of any claim if any proceedings against the Contractor in respect of that claim would be statute-barred.

8. ASSIGNMENT

- 8.1 The Employer may assign or charge the benefit of this deed to any person to whom the Employer lawfully assigns or charges the benefit of the Building Contract.
- 8.2 The Guarantor and the Contractor may not assign or charge the benefit of this deed without the Employer's written consent.
- 8.3 The Employer shall notify the Guarantor of any assignment. If the Employer fails to do this, the assignment shall still be valid.
- 8.4 The Guarantor shall not contend that any person to whom the benefit of this deed is assigned under clause 8.1 may not recover any sum under this deed because that person is an assignee and not a named party to this deed.

9. NOTICES

- 9.1 For the purposes of this clause, but subject to clause 9.6, notice includes any other communication.
- 9.2 A notice given to a party under or in connection with this deed:
 - (a) shall be in writing and in English;
 - (b) shall be signed by or on behalf of the party giving it;
 - (c) shall be sent to the party for the attention of the contact and at the address or email address listed in clause 9.3 or such other address or email address as that party may notify from time to time in accordance with this clause 9;
 - (d) shall be sent by a method listed in clause 9.4; and
 - (e) unless proved otherwise is deemed received as set out in clause 9.4 if prepared and sent in accordance with this clause.
- 9.3 The parties' addresses and email addresses for service of notices are as set out in the table below:

Party	Contact	Address	Email Address
Guarantor	For the attention of: [INSERT]	[ADDRESS]	[EMAIL]
Employer	For the attention of: Head of Housing & Corporate Assets	Cannock Chase District Council, Civic Centre Beecroft Road Cannock Staffs WS11 1BG	<u>[EMAIL]</u>

9.4 This table sets out:

- (a) delivery methods for sending a notice to a party under this deed; and
- (b) for each delivery method, the corresponding delivery date and time when the notice is deemed to have been received, provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 9.5:

Delivery method	Delivery date and time
Delivery by hand.	On signature of a delivery receipt [or at the time the notice is left at the address].
Pre-paid first-class post or other next working day delivery service providing proof of postage.	9.00 am on the second Business Day after posting.
Email.	At the time of transmission.

9.5 If deemed receipt under clause 9.4 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In

this clause 9.5, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- 9.6 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10. THIRD PARTY RIGHTS

No one other than a party to this deed, their successors and permitted assignees, shall have any right to enforce any of its terms.

11. GOVERNING LAW

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This Guarantee has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by

[INSERT GUARANTOR NAME]

acting by [INSERT NAME OF 1ST DIRECTOR] a director and

[INSERT NAME OF SECOND DIRECTOR/COMPANY SECRETARY]

A director or its company secretary

.....
First Director (*signature*)

.....
First Director (*print name*)

.....
Second Director or
Company Secretary (*signature*)

.....
Second Director or
Company Secretary (*print name*)

THE COMMON SEAL of
[COUNCIL NAME] COUNCIL

was hereunto affixed to this Deed in
the presence of:

.....
Authorised Signatory

.....
Print name

FRAMEWORK SCHEDULE 5
COMMERCIALLY SENSITIVE INFORMATION

Without prejudice to the Council's general obligation of confidentiality, the parties acknowledge that the Council may have to disclose information in or relating to the agreement following a request for information pursuant to clause 21 (Freedom of Information).

In this Framework Schedule, the parties have sought to identify the Provider's Commercially Sensitive Information, the disclosure of which would be contrary to the public interest.

Where possible, the parties have sought to identify where any relevant information will cease to fall into the category of information to which this Framework Schedule applies.

Without prejudice to the Council's obligation to disclose information in accordance with the Freedom of Information Act 2000, the Council will, acting reasonably but in its sole discretion, seek to apply the commercial interest exemption set out in Section 43 of the Freedom of Information Act 2000 to the information listed below.

No.	Item(s)	Duration of Confidentiality
1	The Provider's Tender (Framework Schedule 9)	The Term plus 12 months
2	The Pricing Matrices (Framework Schedule 2)	The Term plus 12 months
3	Any information in the Provider's Tender that discloses the Provider's profit margin, solution methodology or intellectual property rights.	The Term plus 12 months
4	The Provider's tender evaluation scores	The Term plus 12 months

FRAMEWORK SCHEDULE 6

FRAMEWORK AGREEMENT VARIATION PROCEDURE

1. Introduction

- 1.1 This Framework Schedule 6 details the scope of the variations permitted and the process to be followed where the Council proposes a variation to the Framework Agreement.
- 1.2 The Council may propose a variation to the Framework Agreement under this Framework Schedule 6 only where the variation does not amount to a material change in the Framework Agreement or the Works.

2. Procedure for proposing a Variation

- 2.1 Except where paragraph 4 of this Framework Schedule applies, the Council may propose a variation using the procedure contained in this paragraph 2 of this Framework Schedule 6.
- 2.2 In order to propose a variation, the Council shall serve the Provider with written notice of the proposal to vary this Framework Agreement ("**Notice of Variation**").
- 2.3 The Notice of Variation shall:-
 - 2.3.1 contain details of the proposed variation providing sufficient information to allow the Provider to assess the variation and consider whether any changes to the prices set out in the Pricing Matrices are necessary; and
 - 2.3.2 require the Provider to notify the Council within twenty (20) Working Days of any proposed changes to the prices set out in the Pricing Matrices.
- 2.4 Upon receipt of the Notice of Variation, the Provider has twenty (20) Working Days to respond in writing with any objections to the variation.
- 2.5 Where the Council does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Council may then serve the Provider with a written agreement detailing the variation to be signed and returned by the Provider within ten (10) Working Days of receipt.

3.1 Objections to a Variation or Proposed Changes to Pricing Matrices

- 3.1 In the event that the Provider objects to a variation or a proposal to change the Framework Agreement, the Council must:-
 - 3.1.1 either withdraw the proposed variation; or
 - 3.1.2 propose an amendment to the variation and the provisions of this Framework Schedule 6 shall then apply to the proposed variation as amended (mutatis mutandis)

4 Variations which are not permitted

- 4.1 In addition to the provisions contained in paragraph 1.2 of this Framework Schedule 6, the Council may not propose any variation which: -
- 4.1.1 may prevent the Provider from performing their obligations under the Framework Agreement; or
 - 4.1.2 is in contravention of any Law.

FRAMEWORK SCHEDULE 7

DATA PROCESSING

This Framework Schedule 7 shall be completed by the Controller (the Council), who may take account of the view of the Processor (the Provider), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: Darren Edwards infomanager@cannockchasedc.gov.uk
2. The contact details of the Processor's Data Protection Officer are: Laura Mawson (laura@attridge-scaffolding.co.uk)
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Framework Schedule 7.

Description	Details
Identity of the Controller and Processor	<i>The Parties acknowledge that for the purposes of Data Protection Legislation, the Council is the Controller and the Provider is the Processor in accordance with Clause 22.1.</i>
Subject matter of the processing	<i>To provide the hire, erection and removal of scaffold in order for the Council to effect repairs to Council-owned properties (including Council houses). The processing is needed to allow the Provider to make suitable appointments with tenants to arrange visits to establish plant and material requirements and to arrange for erection at the start of the works and removal of scaffold on completion of the works.</i>
Nature of the processing	<i>The disclosure, transmission, collection, storage, retrieval and use of addresses, names and contact details of Council tenants, provided to the Provider by the Council, in order to arrange and deliver the Works. Personal data shall be erased/deleted following completion of the processing.</i>
Type of Personal Data being Processed	<i>Name, address, telephone number, email address of Council tenants.</i>

Categories of Data Subject	<i>The tenants of Council properties of which the Council require scaffolding to be erected to facilitate building works on those properties.</i>
International transfers and legal gateway	<i>The personal data is not to be transferred outside of the UK.</i>
Plan for return and destruction of the data once the processing is complete	<p><i>The Provider shall not retain any personal data for any longer than 3 months following the removal of the scaffold in each case.</i></p> <p><i>The Provider shall securely and permanently delete the personal data upon the expiry of the 3-month period and shall certify to the Council that this has been done.</i></p>

FRAMEWORK SCHEDULE 8

TUPE SCHEDULE

1. DEFINITIONS

The following definitions shall apply for the purpose of this Framework Schedule 8:

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;

Effective date: the date on which the Relevant Employees transfer to the Provider or Sub-contractor as a Relevant Transfer;

Employee Liability Information: the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE as amended from time to time;

Losses: all damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis), proceedings, demands, charges and any other liabilities caused directly or indirectly whether arising under statute, contract or at common law;

Outgoing Provider: the provider of services similar to the Services immediately prior to the formation of this Framework Agreement;

Provider's Final Staff List: the list of all the Provider's and any Sub-Contractors' personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date including all required Staffing Information;

Provider's Provisional Staff List: the list prepared and updated by the Provider of all the Provider's and any Sub-Contractors' personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list in anticipation of the provision of the Provider's Final Staff List to the Replacement Provider;

Relevant Employees: those employees whose contracts of employment transfer by virtue of the application of TUPE;

Relevant Transfer: a relevant transfer for the purposes of TUPE;

Relevant Transfer Date: means the date a Relevant Transfer takes effect;

Replacement Services: any services that are identical or substantially similar to any of the Services and which the Council receives in substitution for any of the Services following the termination or expiry of this Framework Agreement or any Call-Off Contract

Replacement Provider: any third-party supplier appointed by the Council from time to time to provide any Replacement Services in place of the Provider;

Services: the services to be provided under the terms of this Framework Agreement.

Service Transfer Date: the date on which the Services (or any part of the Services), transfer from the Provider to any Replacement Provider;

Staffing Information: in relation to all persons detailed on the Provider's Provisional Staff List, in an anonymised format, such information as the Council may reasonably request including the Employee Liability Information and details of whether the Provider's personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent by them on the provision of the Services;

Sub-Contractor: the contractors or service providers of any tier engaged by the Provider or Outgoing Provider (or any other Sub-Contractor) to provide goods, services or works to, for or on behalf of the Provider or Outgoing Provider for the purposes of providing the Services to the Council;

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) 2006 (as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. TRANSFER OF EMPLOYEES TO THE PROVIDER ON THE EFFECTIVE DATE

- 2.1 Where, as a result of this Framework Agreement or any Call-Off Contract a Relevant Transfer occurs resulting in the contracts of employment of any Relevant Employees transferring to the Provider or its Sub-contractor, all TUPE obligations shall be the sole responsibility of the Outgoing Provider, the Provider or their Sub-Contractor (as applicable). In particular, the Outgoing Provider or its Sub-Contractor will be required under TUPE to provide the Provider or its Contractor (as applicable) with the Employee Liability Information in relation to the Relevant Employees. The Council does not warrant the accuracy of this information.
- 2.2 The Provider shall be responsible for all remuneration, emoluments, benefits, entitlements and outgoings for the Relevant Employees and any other person who is or will be employed or engaged by the Provider in connection with the provision of the Services, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise from and including the Effective Date.
- 2.3 The Provider shall as soon as reasonably practicable and in any event within five (5) business days following a written request from any Outgoing Provider / or Sub-Contractor (as applicable), provide details of any measures that the Provider or any Sub-Contractor envisages it will take in relation to any Relevant Employees. If there are no measures, the Provider will give confirmation of that fact, and shall indemnify any Outgoing Provider / Sub-Contractor against all Losses resulting from any failure by it to comply with this obligation.
- 2.4 The Council shall have no liability for any Losses arising as a result of any breaches of TUPE or any other law for the accuracy or timeliness of any Employee Liability Information disclosed by the Outgoing Provider or its Sub-

Contractor to the Provider or its Sub-Contractor, whether that Employee Liability Information is disclosed directly to the Provider / Sub-Contractor by the Outgoing Provider / Sub-Contractor or via the Council.

3. UNION RECOGNITION

The Provider shall, in accordance with TUPE, recognise the trade unions representing the Relevant Employees, where applicable.

4. EMPLOYMENT EXIT PROVISIONS

4.1 On the expiry or earlier termination of this Framework Agreement for whatever reason, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Framework Agreement or otherwise) resulting in a transfer of the Services in whole or in part ("Service Transfer"). If a Service Transfer is a Relevant Transfer then the contracts of employment of any Relevant Employees shall transfer to any Replacement Provider.

4.2 On the expiry or earlier termination of this Framework Agreement for whatever reason, the following provisions will apply.

4.2.1 the Provider shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Relevant Employees and other employees or former employees of the Provider (who had been engaged in the provision of the Services), including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the Service Transfer Date.

4.2.2 The Provider shall indemnify and keep indemnified in full the Council and every Replacement Provider against all Losses incurred by the Council or any Replacement Provider in connection with or as a result of any claim or demand against the Council or any Replacement Provider(s) by:

- (a) any person who is or has been employed or engaged by the Provider or any Sub-Contractor in connection with the provision of any of the Services; or
- (b) any trade union or staff association or employee representative (where such claim arises as a result of any act, fault or omission of the Provider and/or any Sub-Contractor),

arising from or connected with any failure by the Provider or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE, or any award of compensation under regulation 15 of TUPE, whether any such claim arises or has its origin before or after the Service Transfer Date unless such claim arises from an act or omission of the Council or any Replacement Provider.

4.3 The Provider shall, on receiving notice of termination of this Framework Agreement, or otherwise on request from any Replacement Provider(s) and at such times as required by TUPE, provide in respect of any person engaged or employed by the Provider or any Subcontractor in the provision of the

Services, the Provider's Provisional Staff List and the Staffing Information together with any additional information required by the Replacement Provider(s), including information as to the possible application of TUPE to the employees. The Provider shall notify any Replacement Provider(s) of any material changes to this information as and when they occur.

- 4.4 At least twenty-eight (28) days prior to the Service Transfer Date, the Provider shall prepare and provide to the Replacement Provider(s), the Provider's Final Staff List, which shall be complete and accurate in all material respects. The Provider's Final Staff List shall identify which of the Provider's staff named are Relevant Employees.
- 4.5 The Council shall in its discretion be permitted to use and disclose the Provider's Provisional Staff List, the Provider's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Provider for any services that are substantially the same type of services as (or any part of) the Services.
- 4.6 The Provider warrants that the Provider's Provisional Staff List, the Provider's Final Staff List and the Staffing Information will be true and accurate in all material respects and that no persons will be employed or engaged in the provision of the Services other than those included on the Provider's Final Staff List
- 4.7 The Provider shall ensure at all times that it has the right to provide these records under the Data Protection Legislation
- 4.8 Notwithstanding the early termination provisions in this Framework Agreement or any Call-Off Contract, on receipt of notice of termination or in the six months prior to expiry of this Framework Agreement, the Provider shall not materially increase or decrease the total number of staff listed on the Provider's Provisional Staff List or their remuneration, or make any other change in the terms and conditions of those.
- 4.9 The parties shall co-operate as far as possible to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer will be fulfilled.

5. SUBCONTRACTING

Where a Sub-contractor employs any Relevant Employees, the Provider shall procure that the Sub-contractor shall deal with the transfer of employees and the provision of pension benefits in accordance with this Framework Schedule 8 as though references in this Schedule to the Provider were references to the Sub-contractor and references to the Effective Date were references to the date of the transfer to the Sub-contractor. The Provider shall indemnify and keep indemnified the Council against any breach by the Provider or Sub-contractor of this Schedule.

6. PENSIONS

Where applicable the Provider shall provide Relevant Employees with pension benefits in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.

FRAMEWORK SCHEDULE 9
PROVIDER'S TENDER SUBMISSION

**Commercial Team on behalf of
Cannock Chase District Council**



TENDER RETURN

**Framework Agreement for the Provision of Erection and
Removal of Scaffolds
REF: IA3509**

DATE: 04.11.2024

Name of Provider:	J.F.E. Attridge Scaffolding Services Co. Ltd.
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Ensure you submit this RETURN in accordance with the instructions given in the Instructions to Tender.
As internet speeds vary it is strongly recommend that you leave yourself plenty of time (i.e. a few hours)
to upload and submit your response.

Contents

The Tender Return comprises the following: -

- Form of Tender
- Part 1 - Potential Provider Information
- Part 2 - Mandatory Exclusion
- Part 3 - Economic and Financial Standing Questions
- Part 4 – Criteria / Quality Questions
- Part 5 - Price
- Part 6 - Commercially Confidential
- Part 7 - Appendices

Provider Notes for Completion

Responses should be inserted in the space given next to each answer in this document, or, should you need to provide additional appendices in response to the questions, these should be numbered clearly in the answer box, attached as part of your electronic submission and listed later in Part 7.

Refer to the Instructions to Tender regarding the evaluation criteria and methodology.

Form of Tender Letter

For the Provision of Erection and Removal of Scaffolds (the “Framework Agreement”)

To: **Cannock Chase District Council (the “Authority”)**
c/o Staffordshire Place 1
Tipping Street
Stafford
ST16 2DH

For the Attention of: **Michelle Davies**

Date: - 11/11/2024

TENDER FOR THE FRAMEWORK AGREEMENT

I/We the undersigned, hereby tender and offer to provide the Contract as listed below which more particularly is referred to in the tender documentation supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms thereof.

As part of this Form of Tender is: -

1. My/our agreement to the Specification;
2. My/our agreement to the Terms and Conditions;
3. My/our response to the criteria/questions raised in this Tender Return;
4. My/our response to the Pricing in this Tender Return;

I/We confirm that I/we accept the Contract and can fulfil the Contract as specified in the tender at a total price detailed in the ‘Price’ part of this return.

I/We understand that the Authority reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

I/We am/are aware of the consequences of serious misrepresentation.

I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

I/We declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate and that I/We have obtained independent legal advice.

I/We declare that I/We have obtained all necessary information as to risks, contingencies and any other circumstances in relation to the submission of the Tender.

I/We declare that all due diligence has been undertaken prior to submitting the Tender.

I/We declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I/We understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I/We the undersigned hereby certify that this is a bona fide tender and I/we have not:

1. entered into any agreement with any other person with the aim or effect of preventing any tender being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made; or
2. informed any other person, other than the person calling for this tender, of the amount or the approximate amount of the tender, except to the extent that disclosure, in confidence, of the amount of the tender was necessary to obtain quotations necessary for the preparation of the tender for insurance, for performance bonds and/or contract guarantee bonds or for other professional advice required for the preparation of the tender; or
3. caused or induced any person to enter into such an agreement as is mentioned in clause 1. above or to inform us of the amount or the approximate amount of any rival tender for the Contract; or
4. committed any offence under the Bribery Act 2010; or
5. offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for this Contract any act or omission; or
6. canvassed any other persons referred to in clause 1 above in connection with the Contract; or
7. contacted any officer of the Authority about any aspect of the Contract including (but not limited to) for the purposes of discussing the possible transfer to the employment of the Provider of such officer for the purpose of the Contract or for soliciting information in connection with the Contract

I/We further certify that the principles described above have been, or will be, brought to the attention of all sub-contractors, providers and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, providers or associated companies will be made on the basis of compliance with the above principles by all parties.

I/We the undersigned, having examined the Conditions of Contract, the Specification, the Form of Tender, and all of the other tender documents in connection with this Tender, and having completed and priced this Form of Tender hereby offer to perform and carry out the whole of the Services therein specified upon request for the sums prices rates and charges herein written, the said Services to be performed in accordance with the said Conditions of Contract, the Specification, the Form of Tender and all of the other tender documents.

I/We also undertake that I/we shall not procure the doing of any of the acts mentioned in clauses 1 to 7 above before latest date and time specified for the return of the tender nor (in the event of our tender being accepted) shall I/we do so while the resulting Contract continues in force between us (or our successors in title) and the Authority (or its successor in title).

In this Certificate, the word “person” includes any person, body or association, corporate or incorporate and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.


I/we confirm that I/we have read and understand the Instructions to Tender for this project.

I/We agree that we may be required to evidence any areas of the submission where I/we have self-certified answers.

I/we agree that the Authority may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

If you seriously misrepresent any factual information in filling in the Tender Return, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Please insert your signature as authority.

Contact name	James Attridge
Name of organisation	JFE Attridge Scaffolding Services Co. Ltd.
Role in organisation	Director
Phone number	01889 582156
E-mail address	james@attridge-scaffolding.co.uk
Postal address	The Levels Ind. Est. , Rugeley, Staffs. WS15 1RD
Signature (electronic is acceptable)	
Date	11/11/2024

PART 1: YOUR INFORMATION AND THE BIDDING MODEL

All questions in Part 1 are mandatory to answer. Please answer the following questions in full.

Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must each complete and submit responses to Part 1 and a Form of Tender

No.	Question	Response
1.1	Name (if, registered, please give the registered name).	J F E Attridge Scaffolding Services Co Ltd
1.2	Registered address (if applicable) or head office address	The Levels Industrial Estate Brereton Rugeley Staffs WS15 1RD
1.3	Name of point-of-contact for this procurement	James Attridge
1.4	Telephone number for (1.3)	07973193878
1.5	Email for (1.3)	James@attridge-scaffolding.co.uk
1.6	Correspondence address if different from (1.2)	As above
1.7	Company registration number (if applicable)	1066986
1.8	Charity registration number (if applicable)	N/A
1.9	Registered VAT number	278978865
1.10	Trading status a) public limited company b) private limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	a) Private Limited Company
1.11	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop Public service mutual	N/A
1.12	Are you a Small, Medium or Micro Enterprise (SME) ¹ – which one?	Small <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Micro <input type="checkbox"/> None of these <input type="checkbox"/>
1.13	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

¹See EC definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

1.14	<p>If you are proposing to use subcontractors, please provide the details for each subcontractor².</p> <p>Name</p> <p>Registration number</p> <p>Registered or head office address</p> <p>Trading status</p> <p>a) public limited company</p> <p>b) private limited company</p> <p>c) limited liability partnership</p> <p>d) other partnership</p> <p>e) sole trader</p> <p>f) third sector</p> <p>g) other (please specify your trading status)</p> <p>Registered VAT number</p> <p>SME? (Yes or No)</p> <p>The role each subcontractor will take in providing the works and /or supplies e.g. key deliverables.</p> <p>The approximate % of contractual obligations assigned to each subcontractor</p> <p>Is the subcontractor <u>being relied upon</u> to meet the selection criteria (i.e. are you <u>relying on</u> the subcontractor for any of the Part 3 economic and technical standing and/or technical and professional ability?) and, if so, which criteria are you relying on them for?</p>	<p>Not using any sub contractors.</p> <p>Supplier to Complete</p> <p>Supplier to Complete</p> <p>Supplier to Complete</p> <p>Supplier to Complete</p> <p>Supplier to Complete</p> <p>Supplier to Complete</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Supplier to Complete</p> <p>Supplier to Complete</p> <p>Supplier to Complete</p>
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The Authority intends to pay all providers by BACS only and will send the remittance advice using an automated e-mailing system.

1.15	Please provide the relevant email address in order that your remittance advice can be emailed directly to you.	accounts@attridge-scaffolding.co.uk
1.16	Should you be successful, the following details are required to establish you on the Authorities financial system: -	
	(a) bank details (inc Address, post code)	Bank of Scotland , PO Box 1000, BX2 1LB
	(b) bank sort code	12-05-65
	(c) bank account number	06044908
	(d) name of account	J.F.E. Attridge Scaffolding Services
	(e) payee name if different to above	

²This applies to all supply chain members and/or subcontractors, where their identity is known at this stage, irrespective of whether you are relying on them to meet the selection criteria. Where a supply chain member and/or subcontractor has been identified in response to this question, any resulting subcontract entered into with that subcontractor for that part of the works, services or supplies identified in response to that question will not be subject to the requirement for contracts to advertise the subcontracting opportunity, as set out in PPN 01/18.

	(f) Unique tax reference number (UTR)	Supplier to Complete
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PART 2: EXCLUSION GROUNDS

All questions in Part 2 are mandatory to answer. Please answer the following questions in full. **The authority reserves the right to use its discretion to exclude/FAIL a potential provider altogether from the process given the answers to the questions below: -**

Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must each complete and submit responses to Part 1 and the declarations in Part 2.

Part 2 Section 2	Grounds for mandatory exclusion	
Question number	Question	Declaration
2.1(a)	Within the past five years, anywhere in the world, have you or any person who <ul style="list-style-type: none"> is a member of the supplier's administrative, management or supervisory body; or has powers of representation, decision or control in the supplier³ been convicted of any of the offences within the summary below and listed in full in Annex A?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Participation in a criminal organisation	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Corruption	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

³For the mandatory exclusion grounds only, you must complete the declaration for all relevant persons and entities. There are two categories of persons and entities:

The first category is members of your administrative, management or supervisory board; secondly, entities and persons who have powers of representation, decision or control. You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. Clearly, members of your administrative, management or supervisory board should be easily identifiable and will cover company directors (or equivalent for other types of corporate entities) and members of an executive board.

The second category of those with powers of representation, decision or control, is likely to be more complicated. As an illustration, entities or persons with 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers or representation, decision or control, although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision or control.

Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors or members of an executive board of your immediate parent company (for example in the case of an SPV set up specifically to bid for a particular contract), and holders of mortgages or liens may be covered. It isn't necessary to identify which entities and persons you think are covered but you must be satisfied that your declaration is made in respect of all of those that are covered.

2.1(f)	Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines.	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Please Note: We reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions

2.2	<p>Please indicate if <u>today</u>, envisaged in the future, and within the past three years, your organisation is aware of any conflict of interest with the Authority (e.g. with staff etc) within the meaning of Regulation 24 (Public Contracts Regulations 2015) due to the participation in the procurement procedure?</p> <p><u>Please note that the Council may invalidate your submission where, at any point, a conflict is known, and it is unable to implement any effective measures to protect against the conflict</u></p>	<p>Yes <input type="checkbox"/> No x</p> <p>If yes, please provide details at here: N/A</p>
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Part 3: Economic and Financial Standing Questions

No.	Question	Response
3.1	<p>If documentary evidence of economic and financial standing is available electronically (e.g. financial statements filed with Companies House), please provide:</p> <ul style="list-style-type: none"> • the web address • issuing authority • precise reference of the documents 	<p>Our accountants, CRM will be able to provide said documents with our permission.</p>
3.2	<p>If documentary evidence of economic and financial standing is not available electronically, <u>where requested</u> would you be able to provide a copy of your detailed accounts for the last two years (audited if required by law).</p> <p>Also, for any other person or entity on whom you are relying to meet the selection criteria relating to economic and financial standing, please provide a copy of their detailed accounts for the last two years (audited if required by law).</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
	<p>If you are not able to provide a response to questions 3.1 or 3.2, <u>where requested</u> would you be able to provide any of the following alternatives.</p> <p>A statement of your annual turnover, Profit and Loss Account/Income statement, Balance Sheet/statement of Financial Position and Statement of Cash Flow for the most recent year(s) of trading and a bank letter outlining the current cash and credit facility position.</p> <p>Alternative information to evidence economic and financial standing (e.g. forecast financial statements and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>

Financial checks will **first be undertaken by the authority** for suppliers using Experian (www.experian.co.uk) and, from time-to-time, other financial appraisal system providers. Suppliers will be initially assessed according to the level of risk stipulated by the financial assessors used.

The authority will conduct financial checks. Should those checks indicate a level of risk which is not acceptable (above average / higher than average risk rating or poorer), the authority will do further investigation and may ask for measures to be put in place to mitigate that risk. Following that, if the level of risk is judged to be still above tolerance, the authority reserves the right to exclude the bidder.

For contracts valued at/above £25,000 and below £100,000 the financial appraisal will be conducted once as part of the procurement process, prior to contract award. For Contracts valued at/between £100,000 and £500,000 – the financial appraisal will be conducted once as part of the procurement process (prior to contract award) and then repeated, as a minimum, every 2 years.

No.	Question	Response
3.3	<p>Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <ul style="list-style-type: none"> • £10 million Employers (Compulsory) Liability Insurance is required to meet the statutory minimum in respect of each and every claim or any one occurrence. • £10 million Public Liability Insurance is required in respect of each and every claim. or any one occurrence. • £2 million Professional Indemnity Insurance is required in respect of each and every claim. <p>*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: http://www.hse.gov.uk/pubns/hse39.pdf.</p>	<p>Yes I have it already <input checked="" type="checkbox"/> No, I don't have it but will commit to obtain it when requested <input type="checkbox"/></p> <p>Yes I have it already <input checked="" type="checkbox"/> No, I don't have it but will commit to obtain it when requested <input type="checkbox"/></p> <p>Yes I have it already <input checked="" type="checkbox"/> No, I don't have it but will commit to obtain it when requested <input type="checkbox"/></p>

If you are successful, you will be required to evidence the above at the point you are informed of the outcome. You must submit your evidence as soon as possible. You may be rejected altogether out of the procurement process if you cannot comply fully with evidencing the requirements in the appropriate time scales requested. The authority then reserves the right to award the contract to the next compliant Supplier in accordance with the evaluation results.

PART 4: CRITERIA / QUALITY QUESTIONS

All questions in Part 4 are mandatory to answer. Please answer the following questions in full.

Part 4		
Question number	Question	Response
4.1	<p>Attestation of Agreement</p> <p>The final framework agreement will require signing. Please provide the names of the intended signatures as indicated.</p> <p>Note that if Your company has more than one director and/or a company secretary, this <u>should</u> be the names of two current Directors or one Director and Your Company Secretary.</p> <p>If You are a sole director (without a Company Secretary) this must be Your name as Director, where You will then sign in front of an independent witness (not related to You by blood or marriage, and over 18 years old).</p> <p>If Your organisation is a charity and not registered on Companies House, this must be the names of two trustees.</p> <p>The Authority will verify the names stated against those lodged with Companies House/Charities Commission, please therefore ensure that the names stated match those that are registered.</p>	<p>Please complete: -</p> <p>2 x Directors <input checked="" type="checkbox"/></p> <p>1 x Director and the Company Secretary <input type="checkbox"/></p> <p>Director and a Witness (and address) <input type="checkbox"/></p> <p>Trustees <input type="checkbox"/></p> <p>Please complete above names: -</p> <p>Names: James Attridge Richard Attridge</p>

Part 4	Tackling Modern Slavery in Supply Chains	
You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if You carry on Your business, or part of Your business in the UK, supplying goods or services and You have an annual turnover of at least £36 million.		
Question number	Question	Response
4.2(a)	If You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015, and if Your latest statement is available electronically please provide: <ul style="list-style-type: none">the web address,precise reference of the documents.	N/A
4.2(b)	If Your latest statement is not available electronically, please provide a copy.	N/A
4.2(c)	If You are not a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 (for example if Your turnover is less than £36 million or You do not carry on your business, or part of Your business, in the UK), please provide the above information in relation of any published statements on modern slavery or other relevant documents containing information of a similar type/level.	N/A
4.2(d)	Any modern slavery statement or other statement or document should contain at least the following information: a. the organisation’s structure, its business and its supply chains; b. its policies in relation to slavery and human trafficking; c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains; d. the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk; e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate; f. the training and capacity building about slavery and human trafficking available to its staff; or If all of this information is not included in Your modern slavery statement or other statement or documents, please provide an explanation as to why not and/or assurances that it will be included before contract award.	Modern Slavery policy available.

Question number	Health and Safety	Score
4.3	<p>Do you have a full Health and Safety Policy?</p> <p>Please Note: Cannock Chase District Council consider the area of Health and Safety to be highly important. Therefore, if any Supplier's Policy does not adequately meet the criteria below, they may be disqualified from the process.</p> <p>Contents of Health and Safety Policy to include: -</p> <ol style="list-style-type: none"> 1. General Statement. 2. The Organisational Health and Safety Structure. 3. Individual Health and Safety Responsibilities 4. Arrangements for Health and Safety <p>The policy should be relevant to the nature and scale of the work and sets out responsibilities for H&S management at all levels in the organisation.</p> <p>This is the authority's minimum requirements.</p> <p>If Yes, please confirm attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If No, please explain why: attached</p> <p><u>YOUR SUBMISSION MAY BE REJECTED IF YOU DO NOT POSSESS A HEALTH AND SAFETY POLICY WHERE REQUIRED IN LAW OR IF IT DOESN'T MEET THE CRITERIA ABOVE</u></p>	Pass / Fail

Question number	Health and Safety - Notices	Score												
4.4	<p>Has your organisation during the past 3 years been served with:-</p> <ol style="list-style-type: none"> 1. A prohibition Notice 2. Improvement Notice 3. Served a formal caution 4. Prosecuted for health and safety offences <p>This is the authority's minimum requirements.</p> <p><u>YOUR SUBMISSION MAY BE FAILED/REJECTED IF YOUR ANSWER LACKS CLARITY, DETAIL, RELEVANCE OR GIVES CAUSE FOR A LACK OF CONFIDENCE AND IF YOU'VE RECEIVED ANY OF THE FOLLOWING:</u></p> <ol style="list-style-type: none"> 1. <u>ONE PROHIBITION NOTICE</u> 2. <u>ONE IMPROVEMENT NOTICE</u> 3. <u>YOU CANNOT OFFER ANY CREDIBLE JUSTIFICATION OR REMEDIAL ACTIONS</u> <table border="1"> <tbody> <tr> <td>1. Prohibition Notice</td><td>Yes <input type="checkbox"/></td><td>No <input checked="" type="checkbox"/></td></tr> <tr> <td>2. Improvement Notice</td><td>Yes <input type="checkbox"/></td><td>No <input checked="" type="checkbox"/></td></tr> <tr> <td>3. Served a formal caution</td><td>Yes <input type="checkbox"/></td><td>No <input checked="" type="checkbox"/></td></tr> <tr> <td>4. Prosecuted for health and safety offences</td><td>Yes <input type="checkbox"/></td><td>No <input checked="" type="checkbox"/></td></tr> </tbody> </table> <p>If you have answered 'Yes' to any of the above, please provide further details.</p>	1. Prohibition Notice	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	2. Improvement Notice	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	3. Served a formal caution	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	4. Prosecuted for health and safety offences	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Pass / Fail
1. Prohibition Notice	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>												
2. Improvement Notice	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>												
3. Served a formal caution	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>												
4. Prosecuted for health and safety offences	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>												

	Supplier to Complete
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Question number	Health and Safety Offences	Score
4.5	<p>Are there currently any legal proceedings for Health and Safety Offences underway that affects or involves your company?</p> <p>This is the authority's minimum requirements.</p> <p><u>YOUR SUBMISSION MAY BE FAILED/REJECTED IF YOUR ANSWER LACKS CLARITY, DETAIL, RELEVANCE OR GIVES CAUSE FOR A LACK OF CONFIDENCE AND IF YOU ANSWER YES AND DON'T PROVIDE SUFFICIENT FURTHER DETAILS</u></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If 'Yes' please provide further details below: Supplier to Complete</p>	Pass / Fail

Question number	Accreditations	Score
4.6	<p>Please confirm each scaffolder (whether they are trainee, basic or advanced scaffolders) holds a valid Construction Industry Scaffolders Registration Scheme (CISRS) record card?</p> <p>This is the authority's minimum requirements.</p> <p><u>YOUR SUBMISSION MAY BE REJECTED IF YOU DO NOT POSSESS THIS ACCREDITATION AND HAVE NOT PROVIDED THE REQUESTED EVIDENCE WITH THIS SUBMISSION</u></p> <p>Please confirm you can meet this requirement: Yes <input checked="" type="checkbox"/> (PASS) No <input type="checkbox"/> (FAIL)</p> <p>Please attach supporting evidence. Attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Please reference all evidence starting with 4.6.</p>	Pass / Fail

Question number	Level 2 Scaffolder	Score
4.7	<p>Please confirm there will be at least one level 2 scaffolder on each job?</p> <p>This is the authority's minimum requirements.</p> <p><u>YOUR SUBMISSION MAY BE REJECTED IF YOU ANSWER 'NO'</u></p> <p>Please confirm you can meet this requirement: Yes <input checked="" type="checkbox"/> (PASS) No <input type="checkbox"/> (FAIL)</p>	Pass / Fail

	Please attach supporting evidence. Attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	Please reference all evidence starting with 4.7.	

Question number	Specification, Contract Terms and Pricing Confirmation	Score
4.8	<p>Please confirm you have read and fully understand the following documents: Specification(s) including all supporting appendices, Contract terms and the Pricing Schedule.</p> <p>This is the authority's minimum requirements.</p> <p><u>YOUR SUBMISSION WILL BE REJECTED IF YOU ARE NOT PREPARED TO COMPLY WITH THIS REQUIREMENT</u></p>	Pass / Fail
	<p>Please confirm you can meet this requirement:</p> <p>Yes <input checked="" type="checkbox"/> (PASS)</p> <p>No <input type="checkbox"/> (FAIL)</p>	

Question number	Business Continuity Plan	Score
4.9	<p>The Supplier must provide a copy of its organisation's Business Continuity Plan. The plan must include the proposed methodology to ensure continuance of the provision of the Service in the event of an emergency.</p> <p>Please ensure The BCP demonstrates HOW your organisation will react to major incidents or failure and what provisions would be put in place for extreme weather and insufficient staff cover.</p> <p>This is the authority's minimum requirements.</p> <p><u>YOUR SUBMISSION WILL BE REJECTED IF YOU ARE NOT PREPARED TO COMPLY WITH THIS REQUIREMENT</u></p>	Pass / Fail
	<p>Please confirm the Business Continuity Plan is attached.</p> <p>Yes <input checked="" type="checkbox"/> (PASS)</p> <p>No <input type="checkbox"/> (FAIL)</p>	

CAS: Equality

The exemption will need to be valid at some point after tender submission but before evaluation ceases to grant a pass through the tender stage (see Indicative Timetable in Procurement Pack). For example, for ConstructionLine GOLD (or equivalent) there must be evidence of the fully verified module at some point after tender submission but before evaluation ceases.

Please answer the following **Q198 to Q210** in full UNLESS YOU HAVE THE RELEVANT EXEMPTION WHICH YOU CAN EVIDENCE BY TENDER SUBMISSION DATE. Failure to do so may lead to the full rejection of the tender. You will be scored in accordance with the criteria stated.

Question Number	Question	Guidance	Evidence / Information	Response
Exemption	Do you hold a valid recognised accredited certification for Equality?	<p>If yes, please provide a copy of your ConstructionLine GOLD (or equivalent) certificate.</p> <p>If yes, you do not need to complete questions 198 - 210.</p>	Exemption: ConstructionLine GOLD (or equivalent)	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Name of the accreditation you wish to use for the Exemption: Construction Line Gold.</p>
198	As an employer, do you meet the requirements of the positive equality duties in relation to the Equalities Act 2010?	<p>Guidance can be found here:</p> <ul style="list-style-type: none"> https://www.gov.uk/guidance/equality-act-2010-guidance Business EHRC (equalityhumanrights.com) Equality EHRC (equalityhumanrights.com) <p>Please upload a copy of your equality, diversity and inclusion (EDI) policy, which is applicable to the equality legislation for your country, which should be approved by the appropriate company director and regularly reviewed (within the last 12 months) or you can provide copies of relevant instructions, guidance, policies, literature or written statement/evidence of relevant actions which demonstrate that you meet the requirements and where you believe they have made a difference.</p>	Document: Equality, Diversity and Inclusion (EDI) Policy	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Supplier to Complete</p>

199	Is it your policy as an employer to comply with anti-discrimination legislation, and to treat all people fairly and equally so that no one group of people is treated less favourably than others?	Guidance can be found: https://www.gov.uk/guidance/equality-act-2010-guidance and here: https://www.gov.uk/discrimination-your-rights		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
200	In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal or equivalent body?	If yes, please provide details of the nature of the breach and details of any findings.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
201	In the last three years has your organisation been subject to a compliance action by the Equality and Human Rights Commission or an equivalent body on grounds of alleged unlawful discrimination?	If yes, please provide details of the nature of the breach and details of any findings.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
202	In the last three years has your organisation been found in breach of section 15 of the Immigration, Asylum and Nationality Act 2006?	If yes, please provide details of the nature of the breach and details of any findings.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
203	In the last three years has your organisation been found in breach of section 21 of the Immigration, Asylum and Nationality Act 2006?	If yes, please provide details of the nature of the breach and details of any findings.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
204	In the last three years has your organisation been found to be in breach of the National Minimum Wage Act 1998?	If yes, please provide details of the nature of the breach and details of any findings.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
205	If the answer to any of questions 200 - 204 is yes, what steps did your organisation take as a result of that finding or investigation?	If yes, please provide details/evidence of remedial action.	Exemption if answered <i>no</i> to questions 200 - 204	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
206	Does your organisation operate appropriate arrangements to ensure that equality, diversity and inclusion (EDI) is embedded within your organisation?	If yes, please provide copies of relevant policies or written statement/evidence of relevant actions. The information should confirm that arrangements are in place to ensure		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

		that equality, diversity and inclusion (EDI) are embedded within the company. This information may be provided as part of an equality, diversity and inclusion (EDI) policy or through other documentation such as a statement.		Training provided certificate uploaded.
207	Do you actively promote good practice in terms of eliminating discrimination in all forms through guidance to your employees/suppliers concerned with recruitment, training and promotion?	If yes, please provide copies of relevant guidance or written statement/evidence of relevant actions. The information should confirm that the company actively promotes good practice in terms of eliminating discrimination in all forms through guidance to employees/suppliers concerned with recruitment, training and promotion. This information may be provided as part of an equality, diversity and inclusion (EDI) policy or through other documentation such as a statement, training records, training manuals or staff inductions.		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Supplier to Complete
208	Do you actively promote good practice in terms of eliminating discrimination in all forms through making guidance or policy documents concerning how the organisation embeds equality, diversity and inclusion (EDI) available to employees/sub-contractors, recognised trade unions or other representative groups of employees?	If yes, please provide copies of relevant guidance, policies or written statement/evidence of relevant actions. The information should confirm that the company actively embeds equality, diversity and inclusion (EDI) available to employees/sub-contractors, recognised trade unions or other representative groups of employees. This information may be provided as part of an equality, diversity and inclusion (EDI) policy or through other documentation such as criteria to be on an approved supply chain register.		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Supplier to Complete
209	Do you actively promote good practice in terms of eliminating discrimination in all forms through appropriate recruitment advertisements or other literature?	If yes, please provide copies of any relevant advertisement or written statement/evidence of relevant actions. The information should confirm that the company actively promotes good practice in terms of eliminating discrimination in all forms through appropriate recruitment advertisements or other literature.		Yes <input type="checkbox"/> No <input type="checkbox"/> Supplier to Complete
210	Do you ensure that your supply chain is aware of and meets their positive equality duties in relation to the Equality Act 2010?	Guidance can be found here: <ul style="list-style-type: none"> https://www.gov.uk/guidance/equality-act-2010-guidance Business EHRC (equalityhumanrights.com) 	Exemption: Do not employ sub-contractors	Yes <input type="checkbox"/> No <input type="checkbox"/>

		<ul style="list-style-type: none"> • Equality EHRC (equalityhumanrights.com) <p>If yes, please upload copies of relevant documents. The documents could include examples of questions you ask your supply chain, how you evaluate their responses to the questions and what further information you provide to your supply chain on the Equality Act 2010.</p>		Do not employ sub contractors
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QUESTIONS 198 TO 210 WILL BE SCORED ALL TOGETHER (AWARDED A SINGLE SCORE) USING THE 'SCORING GRID' IN THE PROCUREMENT PACK AND WHERE A SCORE OF 1 OR LOWER IS ACHIEVED, A FAIL MAY BE AWARDED AND MAY INVALIDATE THE ENTIRE SUBMISSION

Question number	Health and Safety - Scaffolding Process (Supplied, Erected, Inspected and Maintained)	Score
4.10	How does your organisation ensure that Scaffolding and other working at height platforms supplied/erected by your organisation for our operatives to use on site are inspected and maintained in accordance with current legislation?	Max Weighting 5%
	<p style="text-align: center;"><u>THIS IS SCORED IN ACCORDANCE WITH THE SCORING GRID IN THE PROCUREMENT PACK</u></p> <p>Word count: 1,000 words Any appendices please reference starting with 4.10 and complete Part 7 (Appendices). Please note Appendices will count towards your word count.</p>	
	All scaffolds will be erected by fully qualified CISRS Part 2 minimum scaffolders and have a scaffoldtag system installed. Each scaffold will be independently inspected by an Advanced Scaffold Inspector. He will then issue a handover certificate and each week provide a 7 day scaffold inspection report. We have 4 independent scaffold inspectors.	

No.	Health and Safety – Method Statement and Risk Assessment	Score
4.11	Please provide a method statement and risk assessment for erecting scaffolding which includes access and erecting part of the structure onto an adjoining private property.	Max Weighting 4%
	<p style="text-align: center;"><u>THIS IS SCORED IN ACCORDANCE WITH THE SCORING GRID IN THE PROCUREMENT PACK</u></p> <p>Word count: 1,000 words Any appendices please reference starting with 4.11 and complete Part 7 (Appendices). Please note Appendices will count towards your word count.</p>	
	See attached	

No.	Health and Safety – Emergency Call Outs and Demand	Score
4.12	What process would your organisation put into place to respond to an emergency call out situation and peaks in demand, particularly when inclement weather affects your ability to deliver a regular service e.g. freezing conditions/snowfall etc.	Max Weighting 3%
	<p style="text-align: center;"><u>THIS IS SCORED IN ACCORDANCE WITH THE SCORING GRID IN THE PROCUREMENT PACK</u></p> <p>Word count: 1,000 words Any appendices please reference starting with 4.12 and complete Part 7 (Appendices). Please note Appendices will count towards your word count.</p>	

	<p>We operated a 24 hour call out system for other organisations such as Network Rail and the Canals and River Trust. We have 60 fully qualified scaffolders directly employed who are all based locally to our head office in Rugeley. A contracts manager would be dedicated to the operation of this contract. He would have access to all the operatives to carry out the works. In addition to this there are 4 other Contracts managers and a dedicated visiting supervisor that he can be called upon if the Contracts Manager is not available. In the event of adverse weather, a dynamic risk assessment would be undertaken to ensure the safety of all our operatives. The type of scaffold required will have a major impact on the outcome of the DRA. For example if it is deep snow and you required a chimney scaffold, this would not be possible. We carry stock of bags of salt / grit which is used to make safe walking access so an access tower to eaves would be possible.</p>
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No.	Health and Safety Standards	Score
4.13	<p>How do you ensure high standards of Health and Safety are maintained when erecting scaffolding at customer's homes? Please detail how you would do this and ensure the safety of tenants/callers etc.</p>	<p>Max Weighting 4%</p>
<p style="text-align: center;"><u>THIS IS SCORED IN ACCORDANCE WITH THE SCORING GRID IN THE PROCUREMENT PACK</u></p> <p>Word count: 1,000 words Any appendices please reference starting with 4.13 and complete Part 7 (Appendices). Please note Appendices will count towards your word count.</p>		
<p>Each gang of operatives has a working supervisor. This working supervisor is overseen by a visiting supervisor. The visiting supervisor carries task observation reports on each of his visits to ensure that the scaffold is being erected safely. An example is attached.</p> <p>We are NASC members, and we fully audited every year to ensure that all our standards are maintained and recorded. In addition to this we are Constructionline Gold members and ISO9001. We also operate a Company Work Safe Policy. (copy attached)</p>		

No.	Health and Safety - Asbestos or other Hazardous Materials	Score
4.14	<p>If a scaffold is to be used to remove Asbestos or other hazardous materials, please describe how your organisation would deal with this?</p>	<p>Max Weighting 2%</p>
<p style="text-align: center;"><u>THIS IS SCORED IN ACCORDANCE WITH THE SCORING GRID IN THE PROCUREMENT PACK</u></p> <p>Word count: 500 words Any appendices please reference starting with 4.14 and complete Part 7 (Appendices). Please note Appendices will count towards your word count.</p>		

	All our operatives are asbestos awareness trained. If there is a risk that we may disturb the asbestos, we cannot erect the scaffold. If the asbestos job is notifiable, we cannot erect the scaffold.
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No.	Social Value	Score
4.15	<p>The Council would like to know your organisations approach to help achieve the UK's net zero emissions by 2050.</p> <p>The Council would also like to know your organisation's approach to improving economic, social and environmental wellbeing. Specifically, what your organisation will offer to this contract. These could include:</p> <ul style="list-style-type: none"> • employing local people, • hiring apprentices • bring additional skills into the workforce outside of the day-to-day job i.e. sign language • providing your workforce the opportunity to volunteer for good causes • giving prisoners work experience for a second chance at life <p>Word count: Maximum 1,000 words</p>	<p>Max Weighting 2%</p>
<p style="text-align: center;"><u>THIS IS SCORED IN ACCORDANCE WITH THE SCORING GRID IN THE PROCUREMENT PACK</u></p> <p>Word count: 1,000 words Any appendices please reference starting with 4.15 and complete Part 7 (Appendices). Please note Appendices will count towards your word count.</p>		
<ul style="list-style-type: none"> • All company cars being replaced with 100% electric vehicles. • All yard-based vehicles now operating using HVO (Hydrogenated vegetable oil) fuel. Trials been carried on commercial vehicles. Very successful. Next phase is to install large fuel storage tank and fuel pump so all commercial vehicles over 3.5 tonne will operate on HVO fuel. • Existing solar panels utilised to provide 22kw charge point. Now company cars can fill up on sunshine. • 3no. 7kw charge points installed on main office. • Woodchipper and wood silo introduced to enable biomass boiler to be supplemented with scrap boards / split sole boards and damaged timber pallets. • New split bins installed in all offices to separate recyclable materials from waste materials. • Separate waste bins in yard to enable recycling. • Electronic handover, inspections, vehicle defect reports, pull out tests, holiday request , payslips and task observations have been developed. This has reduced the amount of paperwork and improved efficiency. • Vehicle trackers fitted to all commercial vehicles and restricted to National speed limits. Driving habits analysed and poor drivers educated. • LED lighting installed throughout the yard and office. • Local waste company now recycle debris netting and plastic sheeting. 		

	<ul style="list-style-type: none"> • Battery storage units are being installed to power overnight security. The storage units will be charged using the excess electricity supplied from the solar panels. • All employees have attended Environmental Awareness course. • We are members of the Supply Chain School which provides help and advice on how to help achieve Net Zero emissions. • The Company won an Award by the NASC for its environmental and sustainability efforts. <ul style="list-style-type: none"> • Employing local people, 98% of our employment is within a 9-mile radius of the company. We actively carry out work experience with local schools and all our current apprentices are from the local area. • Hiring apprentices - We have an active programme with the CITB of taking on 2 to 3 apprentices each year. This is a 3-year apprenticeship programme and we have a 100% retention rate for all completed apprenticeships. • Bring additional skills into the workforce outside of the day-to-day job i.e. sign language. - We have carried out full training in diversity and inclusion. In addition to this we have provided Mental Health First Aid training to all interested parties. We have 4 qualified Mental Health First Aiders. Other skills training we provide is Emergency First Aid. • Providing your workforce the opportunity to volunteer for good causes. We have worked in partnership with Wates to provide our services to help. We encourage all our operatives to bring forward and initiatives that can help the community. We currently sponsor 4 local junior football teams (1 girls and 3 boys). We also provide full sponsorship for a local Mental Health Counselling service through the local church. • Giving prisoners work experience for a second chance at life' - We have enrolled on the returning citizen programme with the NASC.
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Part 5: Price

Please complete the separate pricing return document.

Provider to confirm when uploaded to the eTenderng portal ☒

Part 6: Commercial Confidentiality

Confidential Information in relation to the Tender and Contract

NOTES TO PROVIDER

Neither the Council and the successful Provider shall disclose any Confidential Information to any other person without the prior written approval of the other, except:

- where the disclosure is required by law
- where the disclosing Party can by documentary evidence produced in 28 days of disclosure prove that information was already in their possession and at their free disposal;
- the disclosing Party can prove by producing documentary evidence was independently developed by it without reference to the Confidential Information;
- where the information is disclosed to the disclosing Party after the Contract begins in writing without any obligations of confidentiality by a third party who is not in breach of any duty of confidentiality in doing so;
- where the information becomes generally available to the public in printed publications in general circulation through no act or default on the part of the disclosing Party; and/or

Please set out in the below box what you identify and consider to be confidential information.

All submitted documents

Part 7: Appendices

Ensure that all **separate appendices** clearly have your organisational name and any question number that the answer refers to, and clearly reference the appendix within the answer boxes provided in the question.

The following separate appendices form part of our submission: -

Section	Appendix number
4.3	Attridge Health Safety Policy Document
4.6	Tom Pollard Advanced cisrs
4.6	Sam Cowlshaw Scaffolder
4.6	Charlie Perrin trainee CISRS
4.7	Kevin Collins Scaffolder Level 2
4.9	QAR 101 Business Continuity Plan
4.10	ScaffTag
4.11	QAR 36 - NASC Method statement
4.11	QAR 35 - NASC Scaffolding Risk Assessment
4.13	QAR 13 - Work Safe Policy
4.13	Advanced Scaffold Inspector
4.14	Alex Houston Asbestos Awareness
4.15	Emergency First Aid at Work Certificate - paul conway
4.15	NASC President's award
4.15	Mental Health First Aid
4.13	Task observation record
Supplier to Complete	Supplier to Complete

MANDATORY EXCLUSION GROUNDS

Listed in Public Contract Regulations 2015 (as amended) R57(1), (2) and (3) and the Public Contract Directives 2014/24/EU Article 57(1).

Participation in a criminal organisation

- ❖ Participation offence as defined by section 45 of the Serious Crime Act 2015
- ❖ Conspiracy within the meaning of:
 - section 1 or 1A of the Criminal Law Act 1977; or
 - article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983,where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime.

Corruption

- ❖ Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- ❖ The common law offence of bribery;
- ❖ Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983.

Terrorist offences or offences linked to terrorist activities

- ❖ Any offence:
 - listed in section 41 of the Counter Terrorism Act 2008;
 - listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
 - under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points.

Money laundering or terrorist financing

- ❖ Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002
- ❖ An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996.

Child labour and other forms of trafficking human beings

- ❖ An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
- ❖ An offence under section 59A of the Sexual Offences Act 2003
- ❖ An offence under section 71 of the Coroners and Justice Act 2009;
- ❖ An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

- ❖ An offence under section 1, 2 or section 4 of the Modern Slavery Act 2015.

Non-payment of tax and social security contributions

- ❖ Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.
- ❖ Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:
 - HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
 - a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
 - a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established.

Other offences

- ❖ Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland.
- ❖ Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.

Issue Status: 19
Issue Date: 01/24
App by: JFA

Health & Safety Policy Document



J.F.E. Attridge Scaffolding Services Co. Ltd.

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Health & Safety Policy Document

Issue No	19
Issue Date	January 2024
Issued by	JL
Issued to:	JA



Table of Significant Amendments

Date	Details	Section(s)	Revisions Made by
12/11	Amendments to: - ❖ RIDDOR reporting detail ❖ Anchor ties to reflect revision of TG4 to TG4:11. ❖ Young persons working at height		DR
12/12	Amendments to: - ❖ Legislation updated ❖ Organisation chart updated ❖ RIDDOR details changed	7, 3, 5.1.1,	DR
12/13	Amendments to: - ❖ Performance Standards updated ❖ Dealing with enforcing authorities updated. ❖ Addition of section on Driver CPC	2.3 4.18 4.4.4	DW
12/14	Amendments to: - ❖ Minor wording changes to RIDDOR 2013 ❖ General policy updates ❖ Wording amendment to the organisation chart	5.1.1 All 3.1	DB
06/15	Amendments to: - ❖ Reference to CDM 2007 updated to CDM 2015 ❖ Addition of new section on CDM 2015	4.13, 7.0 4.24	DR
12/15	Amendments to: - ❖ Organisation Chart ❖ Amend SG4:10 to SG4 Latest Edition ❖ Lifting equipment (& LOLER implications) amended to include equipment for raising lowering people (retrieval devices)	3.1 4.3 4.4.7	DR
03/10	Amendments to: - ❖ Additional detail added in relation to CDM and responsibilities when working for domestic clients ❖ Reference to Site Waste Management Plan Regulations removed.	4.25 4.24, 7.0	DR
10/17	No significant amendments made.	N/A	SR
01/18	Annual Review. Reference to TG4:11 updated to TG4:17.	4.8	DR
01/19	Annual Review. No Significant Amendments.	-	DR
01/20 (Rev 14)	Annual Review. Organisation chart amended.	3.2	DR
01/21 (Rev 15)	Annual review. Section on Coronavirus added.	4.5.7	DR
02/21 (Rev 15a)	Policies on Equal Opportunities, anti-bribery and modern slavery added.	2.0	DR

Issue Status: 19 Issue Date: 01/24 App by: JFA	<h1>Health & Safety Policy Document</h1>	
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01/22 (Rev 16)	Annual Review. Reference to TG20:13 updated to TG20:21.	Throughout	CO
	Addition of Mental Health and Wellbeing section	4.5.8	
	Addition of Fatigue section	4.5.9	

Date	Details	Section(s)	Revisions Made by
03/22 (Rev 17)	Equal Opportunities Policy updated	2.2	CO
	Modern Slavery Policy updated	2.3	
	Addition of Anti-Fraud Policy	2.5	
	Organisation Chart updated	3.1	
	Tool-Box Talk Section updated	3.3	
	Fatigue Section updated	4.5.9	
04/22 (Rev 17a)	Update due to amendment of PPE Regulations	4.10 & 7.0	CO
01/23 (Rev 18)	Annual Review. Amendments due to update of SG4:15 to SG4:22	4.3	CO
	Organisation Chart Updated	3.1	
	Removal of Coronavirus Section	4.5.7	
01/23 (Rev 18a)	Update to 'fatigue management' detail.	4.5.8	DR
01/24 (Rev 19)	Annual Review	-	JL
	Equal Opportunities Policy Updated (Reworded & Renamed) - Equality and Diversity Policy	2.2	
	Anti Bribery Policy Updated (Reworded & Renamed) - Anti Bribery and Corruption Policy	2.4	
	Inclusion of Whistleblowing Policy	2.6	
	Re-number of sections due to an addition of the above policy	2.7/2.8	

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1.0 Introduction

This Health & Safety Policy has been prepared to comply with the statutory requirements of Section 2(3) of the Health and Safety at Work etc. Act 1974.

Contained within this document are J.F.E. Attridge Scaffolding Services Co. Ltd. policy, organisation and arrangements for occupational health, safety and welfare, for all our business activities in the UK.

At J.F.E. Attridge Scaffolding Services Co. Ltd. health, safety and welfare issues rank equally with other business objectives and achieving good health and safety performance is recognised as being consistent with overall successful business performance. We also recognise that failure to integrate health and safety into our operations will result in harm to people and associated loss.

The Corporate Manslaughter and Corporate Homicide Act 2007 places additional importance on ensuring that health and safety is managed closely at all levels of the company. Therefore, this document should be used to aid health and safety management within the business and is written in such terms.

2.0 Policies


2.1 General Policy Statement

At J.F.E. Attridge Scaffolding Services Co. Ltd. we are committed entirely to the preservation of our employee's health, safety, welfare and the environment at the planning stage and throughout our processes from fruition to completion, so far as is reasonably practicable, ensure the health, safety and welfare of everyone engaged in or affected by our activities taking into consideration 3rd parties.

We will consider the environment when planning and carrying out our activities ensuring so far as is reasonably practicable minimal disruption and environmentally friendly techniques.

We will through continual development and implementation ensure:

- ❖ Safe and Healthy working conditions and systems of work, which when carried out, will not affect our or others health, safety or welfare
- ❖ Facilities for employer/employee consultation on health and safety matters and discussions with individual employees before giving them particular health and safety responsibilities
- ❖ A commitment to the provision of relevant information, instruction and training in respect of their Health and Safety which may arise out of their work or workplace
- ❖ Safe arrangements for the use, handling, storage and transport of articles and substances
- ❖ Personal protective equipment, Respiratory protective equipment and Safety equipment to conform to statutory requirements
- ❖ Continually strive to improve health, safety, welfare and environmental awareness
- ❖ The Company further undertakes to ensure that adequate resources are available for the implementation of this policy.



James Attridge
Managing Director
January 2024

2.2 Equality and Diversity Policy Statement

Overview

JFE Attridge Scaffolding Ltd believes in equality, diversity and respect for all and recognises the value of an inclusive environment. We will ensure that all employees and users of services we provide are valued as individuals and are treated fairly and with respect.

Directors will ensure that employees are provided with an environment where they are able to work free from harassment or intimidation, and where regard is paid to their individual needs.

The policy covers our employees, visitors, customers, and supply chain partners.

The policy will be reviewed annually.

Scope

This policy encompasses the nine Protected Characteristics identified in the Equality Act 2010.

- age;
- race (which includes colour and ethnic/national origin);
- disability;
- religion or belief;
- sex;
- gender reassignment;
- pregnancy or maternity;
- sexual orientation; and
- marital or civil partnership status.

The company is committed to ensure the users of this policy are treated with dignity and respect. To achieve this, we will:

- ❖ recruit people based on relevant and applicable skills and ability.
- ❖ promote equality of opportunity and diversity awareness within our company.
- ❖ treat everyone fairly, with dignity and respect at all times.
- ❖ value people and their differences and enable all of our people to achieve their full potential in an inclusive environment.
- ❖ ensure that our staff understand equality and diversity issues through awareness training.
- ❖ take effective action to eliminate discrimination, prejudice, harassment, bullying and victimisation.
- ❖ commit to delivering our services to our customers in a fair, equal, inclusive and non-discriminatory way.

Discrimination

Discrimination can be described as:

- ❖ **direct discrimination:** this is when somebody is treated less favourably because of a protected characteristic than somebody else has been, or would have been, in identical circumstances.
- ❖ **indirect discrimination:** this is when a group of people with one of the protected characteristics (subject to exceptions) is put at a disadvantage by a provision, criterion or practice applied to all staff unless the treatment is justified for a good business reason.

- ❖ **harassment:** this is when a hostile, humiliating, degrading, intimidating or similarly offensive environment is created in relation to a protected characteristic. We also consider it harassment for a worker to be subjected to uninvited conduct related to a protected characteristic that — as an intended or unintended consequence — violates their dignity.
- ❖ **victimisation:** this occurs when a worker has complained about harassment or discrimination, or supported a colleague in their complaint, and is then treated less favourably as a result.

Our Standards

Our employees are expected to accept personal responsibility for implementing and adhering to the principles of this policy. Our employees have a responsibility to behave in a way that is not offensive to others and to encourage others to do the same.

It is the manager's responsibility to lead by example and ensure this policy becomes a reality in the workplace, taking preventative measures to stop any form of inequality or harassment.

Should an individual believe they are a victim of discrimination, harassment or unfair treatment they should raise their concerns through the Grievance policy.

Any individual who fails to adhere to the Equality and Diversity policy may be subject to disciplinary action through the Disciplinary policy.

Recruitment and Selection

The company is an equal opportunities employer. Recruitment and selection are key activities where equality of opportunity is important and where discrimination must be avoided. We carry out all recruitment, promotion and other types of selection procedures, on the basis of merit, using non-discriminatory and, as far as possible, objective criteria.

Vacancies will be advertised in a place to widen the group of suitably qualified and experienced people, and to enhance diversity as appropriate.

Selection will be based on requirements which are necessary and justifiable for the effective performance of the job. Selection decisions will be based on merit and suitability.

Training and Development

The Company is committed to a continuing programme of action to make this policy effective and bring it to the attention of all employees.

All new starters will be provided with a copy of the Equality and Diversity policy which will be briefed at induction.

Staff will receive equality and diversity awareness training which will be refreshed regularly.

All employees will be given equality of opportunity and, where appropriate and possible, training will be available to staff based on individual and service need to enable them to progress both within and outside the company.

Monitoring

We may record and analyse information about equal opportunities within the workplace, and when you join the Company you give us consent to gather and process this data about you. We use the information to make sure this policy is operating properly and refine it, to review the composition of the workforce, and to promote workplace equality.

A handwritten signature in blue ink, appearing to read 'James Attridge'.

James Attridge
Managing Director
January 2024

2.3 Modern Slavery Policy Statement

This statement is made pursuant to s.54 of the Modern Slavery Act 2015 and sets out the steps that JFE Attridge Scaffolding has taken and is continuing to take to ensure that modern slavery or human trafficking is not taking place within our business or supply chain.

Modern slavery encompasses slavery, servitude, human trafficking and forced labour. JFE Attridge Scaffolding has a zero tolerance approach to any form of modern slavery. We are committed to acting ethically and with integrity and transparency in all business dealings and to putting effective systems and controls in place to safeguard against any form of modern slavery taking place within the business or our supply chain.

We expect all or who have, or seek to have, a business relationship with the Company, to familiarise themselves with our modern slavery and human trafficking policy and to act at all times in a way which is consistent with its values. We operate a number of internal policies to ensure that we are conducting business in an ethical and transparent manner. These include:

JFE Attridge Scaffolding brief description of relevant policies, for example:

1. Anti-slavery policy. This policy sets out the organisation's stance on modern slavery and explains how employees can identify any instances of this and where they can go for help.
2. Recruitment policy. We operate a robust recruitment policy, including conducting eligibility to work in the UK checks for all employees to safeguard against human trafficking or individuals being forced to work against their will.
3. Code of business conduct. This code explains the manner in which we behave as an organisation and how we expect our employees and suppliers to act.
4. Refusal to Work Policy is intended to provide guidance on how concerns can be communicated to the Company. Concerns about suspected modern slavery associated with the Company or its suppliers may be reported by employees in this manner.

Our Suppliers

The Company expects the same high standards from all of its contractors, suppliers and other business partners, and the Company is evolving and updating our contracting processes to include specific prohibitions against the used force, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children. The Company expects its suppliers to hold their own suppliers to the same high standards. Whilst recognising the Company's statutory obligation to set out the steps it should take to ensure that modern slavery and human trafficking is not taking place in its supply chains, the Company acknowledges that it does not control the conduct of individuals and organisations in its supply chains.

JFE Attridge Scaffolding operates a supplier policy and maintains a preferred supplier list. We conduct due diligence on all suppliers before allowing them to become a preferred supplier. This due diligence includes an online search to ensure that particular organisation has never been convicted of offenses relating to modern slavery [and on site audits which include a review of working conditions]. Our anti-slavery policy forms part of our contract with all suppliers and they are required to confirm that no part of their business operations contradicts this policy.

In addition to the above, as part of our contract with suppliers, we require that they confirm to us that:

- ❖ They have taken steps to eradicate modern slavery within their business

- ❖ They hold their own suppliers to account over modern slavery
- ❖ (For UK based suppliers) They pay their employees at least the national minimum wage / national living wage (as appropriate)

We may terminate the contract at any time should any instances of modern slavery come to light

Ultimate responsibility for the prevention and the prevention of modern slavery rests with the Company's leadership. The board of directors of the Company has overall responsibility for ensuring this policy and its implementation complies with its legal and ethical obligations. They should receive any reports of suspicions of modern slavery and human trafficking.

Managers and Team Leaders at all levels are responsible for ensuring those reporting to them understand and comply with this policy.

Following its initial adoption, this Modern Slavery and Human Trafficking Policy will be reviewed on a regular basis (at least annually) and may be amended from time to time.



James Attridge
Managing Director
January 2024

2.4 Anti-Bribery & Corruption Policy Statement

Introduction

JFE Attridge Scaffolding Services Co. Ltd is committed to the highest standards of ethical conduct and integrity in its business activities. This must be reflected in every aspect of the way in which we operate and we recognise that this requires the Company to:

- ❖ Comply with all the applicable laws, rules and regulations.
- ❖ Act with honesty, integrity and transparency at all times.
- ❖ Conduct our business relationships in an ethical and lawful manner.
- ❖ Create and maintain a rigorous and effective framework for dealing with any suspected instances of bribery or corruption.
- ❖ Encourage a climate where employees know that, provided they acted in good faith, they will be supported if they report suspicious or questionable activity.

Scope of this policy

This policy applies to all employees and officers of the Company. It also applies, but is not limited to, temporary workers, consultants, contractors, sub-contractors, agents, sub-agents, sponsors, joint-venture partners, advisors, customers, suppliers or other third parties' agents and subsidiaries ("associated persons") acting for, or on behalf of, the Company within the UK, continental Europe and overseas.

This policy covers:

- ❖ the main areas of liability under the Bribery Act 2010, which is in force in the UK from 1 July 2011;
- ❖ the responsibilities of employees and associated persons acting for, or on behalf of, the Company;
- ❖ the consequences of any breaches of this policy; and
- ❖ the implementation of the policy.

What is bribery?

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

Acts of bribery are designed to influence the individual in the performance of their duties and persuade them to act dishonestly. For the purposes of this policy it is irrelevant whether the benefactor or recipient of the act of bribery works in the public or private sector.

What is a bribe?

A bribe can take many different shapes and forms, but typically it involves corrupt intent. The bribe might be cash, a gift or other inducement to, or from, any person or company, whether a public or government official, official of a state-controlled industry, political party or a private person or company, regardless of where the employee or associated person is situated.

Bribery is a criminal offence in most countries in which the Company operates, and penalties can be severe.

In the UK, a criminal offence will be committed under the Bribery Act 2010 if:

- ❖ an employee or associated person acting for, or on behalf of, the Company offers, promises, gives, requests, receives or agrees to receive bribes; or
- ❖ an employee or associated person acting for, or on behalf of, the Company offers, promises or gives a bribe to a foreign public official with the intention of influencing that official in the performance of his/her duties (where local law does not permit or require such influence).

If the Company does not have the defence that it has adequate procedures in place to prevent bribery by its employees or associated persons, then it will be held liable for such acts by those working for the Company or on its behalf, no matter where the act takes place.

What is prohibited?

The Company prohibits its employees or associated persons from:-

- ❖ offering, promising, giving, soliciting or accepting any bribe, regardless of where the employee or associated person is situated. This prohibition also applies to indirect contributions, payments or gifts made in any manner as an inducement or reward for improper performance;
- ❖ making donations to political parties on behalf of the Company;
- ❖ making or accepting any facilitation payments. These are payments made to government officials for carrying out or speeding up routine procedures. They are more common overseas. Facilitation payments are distinct from an official, publicly available fast-track process. The UK Bribery Act 2010 makes no distinction between facilitation payments and bribes, regardless of size or local cultural expectations, even if that is “how business is done here”. Facilitation payments, or offers of such payments, will constitute a criminal offence by both the individual concerned and the Company, even where such payments are made or requested overseas. Employees and associated persons are required to act with greater vigilance when dealing with government procedures overseas.

What steps can we take to prevent bribery?

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

Risk Assessment

Effective risk assessment lies at the very core of the success or failure of this policy. Risk identification pinpoints the specific areas in which we face bribery and corruption risks and allows us to better evaluate and mitigate these risks and thereby protect ourselves. The Company recognises that business practices around the world can be deeply rooted in the attitudes, cultures and economic prosperity of a particular country and that what is considered unacceptable in one region may be normal or usual practice in another.

Maintenance of Accurate Books and Record-Keeping

We must ensure that we maintain accurate books, records and financial reporting with all business units and for significant business partners working on the Company’s behalf. Our books, records and overall financial reporting must accurately reflect each of the underlying transactions. Employees and associated persons are required to keep accurate, detailed and up-to-date records of all corporate hospitality, entertainment or gifts accepted or offered.

All accounts, receipts, invoices and other documents and records relating to dealings with third parties must be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off the record” to facilitate or conceal improper payments. False, misleading or inaccurate records of any kind could potentially damage the Company.

Effective Monitoring and Internal Control

Our business must all maintain an effective system of internal control and monitoring of our transactions. Once bribery and corruption risks have been identified and highlighted via the risk assessment process,

procedures can be developed within a comprehensive control and monitoring programme in order to help mitigate these risks on an ongoing basis.

Management shall engage in effective risk assessment and implements the necessary steps to prevent bribery and corruption. As these steps will vary per geographical project area, the Project Manager/Manager should consult with the Managing Director, who will make available guidelines, principles and methodologies for the identification, mitigation and monitoring of these risks.

Where do bribery and corruption risks typically arise?

Bribery and corruption risks typically fall within the following categories:

Use of Business Partners

A business partner could include agents, distributors, vendors, joint-venture partners or suppliers who act on behalf of the Company. The Company recognises that, especially in short time-frames, the Company may never have met the business partner with which it is dealing. Therefore, whilst the use of business partners can help us attain our goals, we need to be aware that these arrangements can potentially represent a significant risk to the Company.

The Company will raise awareness of the need to combat bribery and corruption with its business partners by publication of this policy and (where appropriate) relevant contractual provision designed to reduce the risk of bribery and corruption.

Risk can be identified where a business partner conducts activities on the Company's behalf. Where risk regarding a business partner arrangement has been identified, the Managing Director, must:

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

The Company is ultimately responsible for ensuring that business partners who act on our behalf are compliant with this policy as well as any local laws. As the business partner evaluation process will vary by type of business partners, Local Management and Directors should consult with independent legal where necessary.

Corporate entertainment, gifts, hospitality and promotional expenditure

The Company permits acceptable corporate entertainment, gifts, hospitality and promotional expenditure that is undertaken:

- ❖ for the purpose of establishing or maintaining good business relationships;
- ❖ to improve the image and reputation of the Company; or
- ❖ to present the Company's services effectively;

The Company will approve business entertainment proposals only if they demonstrate a clear business objective and are appropriate for the nature of the business relationship. The Company will not approve business entertainment where it considers that a conflict of interest may arise or where it could be perceived that undue influence or a particular business benefit was being sought (for example, prior to a tendering exercise).

This principle applies to all employees and associated persons.

How to assess what is 'acceptable':

Employees and associated persons should ask themselves the following:

- ❖ What is the intent – is it to build a relationship or something else?

- ❖ How would this look if these details were on the front page of a newspaper?
- ❖ What if the situation were to be reversed – would there be a double standard?

If it is difficult to answer one of the above questions, there may be a risk involved which could potentially damage the Company's reputation and business.

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

Usually acceptable – possible circumstances that are usually acceptable to the Company include:

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

Never acceptable – examples of circumstances which are never acceptable to the Company include, but are not limited to:

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

A variety of cultural factors such as customs, currency and expectations may influence the level of acceptability. If there are feelings of uncertainty at any time regarding cultural acceptability of gifts, entertainment or hospitality, then the Managing Director should be consulted.

Charitable and political donations

The Company considers that occasional modest charitable giving can form part of a Company's wider commitment and responsibility to the community. Employees and associated persons are not permitted to make any charitable donations to organisations on behalf of the Company without first obtaining the prior approval of the Managing Director.

The Company prohibits the giving of donations on its behalf to any political parties.

Local adaptation

In order for this policy to be effective, it is necessary for it to be applied across the Company (always additionally ensuring full compliance with local laws) and taking into consideration the diverse cultural environments in which the Company could operate. This may require the policy to be adapted in certain sections of this policy – such as gifts, entertainment and hospitality – to ensure they are fair, appropriate and applicable.

How to raise a concern

The Company depends on its employees and associated persons to ensure that the highest standards of ethical conduct are maintained in all its business dealings. Employees and associated persons are requested to assist the Company and to remain vigilant in preventing, detecting and reporting bribery, and also any other suspicious activity or wrongdoing.

If employees and associated persons are concerned that a corrupt act of some kind is being considered or carried out, either within the Company or by any of its business partners, the issue /concern must be reported to the auditor Alison Swift

An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority such as a manager, employees and associated persons should not agree to remain silent.

If employees or associated persons are not comfortable raising their concerns directly to anyone mentioned above, then the concern should be reported to the Auditor Alison Swift either by letter or email Alison@attridge-scaffolding.co.uk

Action by the Company

Any such reports will be thoroughly and promptly investigated by the Director in the strictest confidence. Employees and associated persons will be required to assist in any investigation into possible or suspected bribery. Employees will also be required to comply with the Company's whistleblowing policy. Employees suspected of bribery may be suspended from their duties while the investigation is being carried out. The Company will invoke its disciplinary procedures where any employee is suspected of bribery.

Employees or associated persons who report instances of bribery in good faith will be supported by the Company. The Company will ensure that the individual is not subjected to detrimental treatment as a consequence of his/her report. Any instances of detrimental treatment by a fellow employee because an employee has made a report will be treated as a disciplinary offence.

Sanctions for breach of this policy

A proven breach of any of the provisions of this policy by an employee will constitute a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedures. Depending on the gravity of the offence, it may be treated as gross misconduct and could render the employee liable to summary dismissal.

As far as associated persons are concerned, a breach of this policy could lead to a suspension or termination of any relevant contract, sub-contract or other agreement.

Implementation of the policy

Responsibility for the compliance of the Company with this policy lies ultimately with the Managing Director. They will work with the teams who are also responsible for the day-to-day implementation of the policy.

Monitoring compliance

The Managing Director, in conjunction with the Company auditing function, will monitor and review the implementation and effectiveness of this policy and related procedures on a regular basis, including reviews of internal financial systems, expenses, and expenditure in respect of corporate hospitality, gifts and entertainment.

Employees and those working for, or on behalf of, the Company are encouraged to provide the Managing Director with any suggestions, comments or feedback that they may have on how these procedures may be improved.

The Company reserves the right to amend and update this policy as required.



James Attridge
Managing Director
January 2024

2.5 Anti-Fraud Policy Statement

Introduction

The JFE Attridge Scaffolding Services Co. Ltd. requires all Directors, staff and employees at all times to act honestly and with integrity and to safeguard the Company resource for which they are responsible. Fraud is an ever present threat to these resources and hence must be a concern to all. The purpose of this statement is to set out the responsibilities with regard to the prevention of fraud and the actions to be taken should fraud be suspected.

What is fraud?

Whilst there is no precise legal definition of fraud; the term is used to describe such acts as deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts and collusion. For practical purposes fraud may be defined as the use of deception with the intention of obtaining an advantage avoiding an obligation or causing loss to another party.

Responsibilities

The Directors are responsible for:

1. developing and maintaining effective controls to prevent fraud
2. ensuring that the controls are being complied with
3. carry out vigorous and prompt investigations if fraud occurs
4. taking appropriate legal and/or disciplinary action against perpetrators of fraud
5. taking disciplinary action against supervisors where supervisory failures have contributed to the commission of fraud.

Individual staff and volunteers are responsible for:

1. acting with propriety in the use of official resources and in the handling and use of public funds whether they are involved in the use of cash or payments systems, receipts or dealing with contractors or suppliers
2. reporting details immediately to a Director and their line manager if appropriate if they suspect that a fraud has been committed or see any suspicious acts or events.

Ethic and Conduct

As providers to Public Funded and National Companies, Directors, staff and volunteers must have and be seen to have high standards of honesty, propriety and integrity in the exercise of their duties. They should not receive gifts, hospitality or benefits of any kind from a third party which might be seen to compromise their personal judgement or integrity.

Response to Suspected Fraud

JFE Attridge Scaffolding Services Co. Ltd. has established procedures for financial controls, asset control and ethics.

Any member, volunteer, staff member or officer suspecting that JFE Attridge Scaffolding Services Co. Ltd. assets or resources are being misused should immediately report the matter to the relevant officer or staff member responsible for that area of activity.

The officer or staff member will investigate the matter immediately and take any necessary action to prevent or correct any identified misuse. In the event that any JFE Attridge Scaffolding Services Co. Ltd. policies or procedures have been deliberately ignored, the matter will be reported to the relevant sub-committee or officer.

In the event that an alleged incident concerns a staff member or office-bearer of JFE Attridge Scaffolding Services Co. Ltd., the matter should be reported to the Managing Director for investigation.

Where allegations of financial fraud or irregularity are made and cannot be satisfactorily investigated and resolved within two weeks, the matter will be forwarded to the company auditors for investigation.

Whilst offences of a minor nature may be dealt with internally by the JFE Attridge Scaffolding Services Co. Ltd. under existing disciplinary procedures, serious cases may be reported to police for consideration for criminal prosecution.

All confirmed cases of fraud will be reported to the AGM.

A handwritten signature in blue ink, appearing to read 'James Attridge'.

James Attridge
Managing Director
January 2023

2.6 Whistleblowing Policy Statement

Overview

This policy outlines what you should do if you suspect something happening at work is putting you or others in danger or is illegal or unethical.

This policy applies to all employees, contractors, consultants, officers, interns, casual and agency workers and covers the actions of third parties such as suppliers, service providers, and clients, as well as our staff.

What is whistleblowing?

Our aim is to maintain the highest standards of integrity in everything we do. However, all organisations can occasionally be affected by conduct that concerns you.

The types of concerns you may want to raise with us by whistleblowing might include:

- ❖ any activity you suspect is criminal;
- ❖ any activity you suspect puts health and safety at risk;
- ❖ any activity you suspect may damage the environment;
- ❖ any activity you suspect breaches our policy on bribery and corruption;
- ❖ any failure to comply with legal or regulatory obligations;
- ❖ any failure to meet professional requirements; and/or
- ❖ any attempt to conceal one or more of these activities.

Should you have any such concerns, we encourage you to report them immediately — this is called ‘whistleblowing’. You can be assured that we will take your concerns seriously and they will be investigated.

How to raise a whistleblowing concern

In most cases, you should start by raising your concerns with your manager. If you would prefer not to go to your manager, you should contact Alison@Attridge-scaffolding.co.uk. You should also do this if your concerns are of a very serious nature.

Concerns are best raised in writing. You should say that you are raising your concerns under this policy and then explain what they are. Include all the key facts, dates, and the names of the people involved. If you do not feel able to put your concern in writing, we can record it in a statement.

How we will respond

An initial investigation will be undertaken by us. If necessary, you will be invited to a meeting to discuss your concern. This will depend on the nature of the matter raised, the potential difficulties involved, and the clarity of information provided. You are entitled to be accompanied at this and any subsequent meetings by a colleague or trade union representative. If you are accompanied, we ask that you both agree to keep your disclosures confidential before and after the meeting and during any investigation that may follow.

If any further information is provided, we will further investigate your concerns and we may ask you to attend further meetings. To investigate properly, we may involve specialists with particular knowledge or experience of the issues you have raised.

Your concerns will be handled fairly and properly, but we cannot guarantee the outcome of our investigations will be the one you want. If you are not satisfied with how we have conducted the investigations, you can take the matter to one of our directors for further consideration.

Confidentiality and anonymity

You are always encouraged to raise concerns openly, and if you prefer to do so in confidence, we will do all that we can to ensure your identity remains hidden. We may need to disclose your identity to people involved in the investigation but will always discuss this with you first and whether and how the matter can be proceeded with.

You are protected from reprisals under this policy, but if you are still worried we encourage you to discuss this with us and we will explore how far we can go in keeping your concerns confidential. Concerns raised anonymously are difficult to investigate and we may not be able to fully investigate your concerns without being able to ask you for more details or for clarification.

How we protect whistleblowers

If you raise a concern in good faith under this policy, we will support you fully even if we find through our investigations that you made a mistake or that there has been no breach of policy, legal obligation etc. However, if you feel you have been treated detrimentally as a result of raising a concern, you must tell us at once. First inform your manager and, if the matter remains unresolved, you should follow the formal process in our Disciplinary and Grievance Policy.

All whistleblowers are afforded the same protection, so you must not threaten others who have raised concerns or carry out reprisals against them. You may face disciplinary action which could include dismissal for gross misconduct. You may also face legal action from the whistleblower in these circumstances.

Untrue Allegations

If you make an allegation in the public interest but it is not confirmed by the investigation, no action will be taken against you. If however, you make an allegation frivolously, maliciously or for personal gain, disciplinary action may be taken against you.

Taking your concerns outside the Company

This policy outlines the process for raising, investigating, and resolving concerns within the workplace. It is rarely necessary for anyone outside the Company to become involved when a whistleblowing allegation is made.

In some exceptional circumstances, you may need to go to an external body — an industry regulator, for example — and the independent charity Public Concern at Work can direct you towards the appropriate regulator for the type of issue you want to raise.

Alerting the media to a concern is almost never justified or appropriate in any situation. We will take all reasonable steps to deal with the matter internally or with an external regulator, and to have taken full advice from a lawyer or Public Concern At Work.

A handwritten signature in blue ink, appearing to read 'James Attridge'.

James Attridge
Managing Director
January 2023

2.7 Arrangements for Reviewing and Updating the Policy & SMS

Simian Risk Management (Health & Safety Consultants) are responsible for keeping the Company up to date with developments in occupational health and safety: new and changing health and safety legislation, case law, and best practice.

This Policy and associated procedures shall be revised in accordance with any significant changes identified above and at least reviewed every 12 months, to ensure that remains relevant to the business operations and up to date.

2.8 Performance Standards

This document details performance standards for health, safety and welfare that must be adhered to. However, a number of these arrangements are expanded upon in other documents including where relevant:

- ❖ **BS EN 12811/1** - The European Standards for Temporary Scaffolding Works.
- ❖ **TG20 (Latest Edition)** – A Guide to Good Practice for Scaffolding with Tubes and Fittings.
- ❖ The National Access and Scaffolding Confederation (NASC) - Safety and Technical Guidance Notes, including SG4. (Latest Edition)
- ❖ The Work at Height Regulations 2005

3.0 Organisation

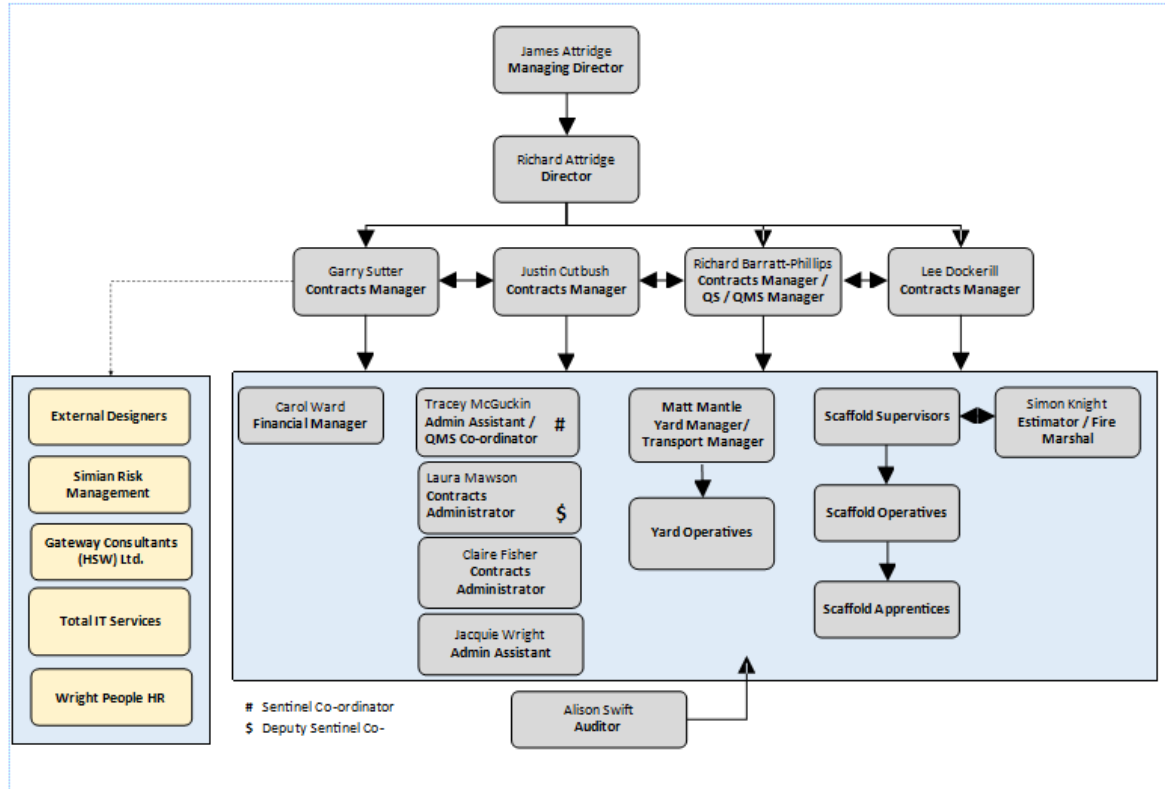
3.1 Organisation Chart

As stated in the General Policy Statement the management of occupational health and safety at J.F.E Attridge Scaffolding Ltd is a line-management responsibility, as the line-management, from the Managing Director – through to Charge hands, are charged with controlling the business operations.

Health and safety is an integral part of all our operations, therefore each member of the line-management is charged with managing health and safety within their sphere of operation.

The following organisation chart (overleaf) defines the hierarchy within the Company: -

J.F.E Attridge Scaffolding Co. Ltd- Organisation for Health & Safety Management



3.2 General Responsibilities for Managing Health & Safety

This section covers the basic general responsibilities for managing occupational health and safety at J.F.E Attridge Scaffolding Co. Ltd

3.2.1 Directors and Management

The Director with prime responsibility is Mr James Attridge. He is responsible for bringing the policy to the attention of all employees and sub-contractors and ensuring compliance through monitoring arrangements.

This Policy is a live document, which needs to be reviewed from time to time to ensure that it remains current with the Company's activities and changing legislation. It is the responsibility of the Managing Director, with the assistance of the Independent Safety Consultants, to assess the implications of new legislation and best practice, investigation/audit reports, monitoring systems etc... for the Company and to amend the Policy as necessary.

3.2.2 General Duties of Employees

All persons at work carry individual responsibilities and these are outlined in the Health and Safety at Work etc. Act 1974, as follows: -

- ❖ To take reasonable care of themselves and others who may be affected by their acts or omissions.

- ❖ To co-operate with the employer so far as is necessary to enable the employer to comply with his statutory duties.
- ❖ Not to intentionally or recklessly interfere with or misuse anything provided in the interest of health, safety or welfare.
- ❖ The Company requires the full support of all employees and sub-contractors to have effective accident prevention.

3.2.3 Independent Health & Safety Consultants

J.F.E Attridge Scaffolding Co. Ltd employs the services of Simian Risk Management as independent health and safety consultants to provide professional assistance and guidance to support the line-management. They are appointed as competent advisors and help discharge the Company's duty under regulation 7 of the Management of Health and Safety at Work Regulations 1999.

The Health & Safety Consultants are responsible for keeping the Company up to date with occupational health and safety: new and changing health and safety legislation, case law, and best practice.

3.3 Training & Competence

J.F.E Attridge Scaffolding Co. Ltd recognises its general duty to employees under section 2(2)c of the Health and Safety at Work etc. Act 1974, to provide all necessary information, instruction, training and supervision. To this end the company continuously assesses the competency level of all employees and where applicable sub-contractors.

3.3.1 Training Records

J.F.E Attridge Scaffolding Co. Ltd shall maintain training records in the personnel files with copies of certification.

3.3.2 Induction Training

Every new employee shall receive induction training, before commencing work, which includes health and safety, to ensure that they are not exposed to unfamiliar hazards.

The induction is recognised as an opportunity to convey the management beliefs and company values for health and safety management and to help influence the attitudes of all new starters.

A record of induction must be kept, signed by the inductee as an acknowledgement that they have understood the content.

3.3.3 Modular Training (Toolbox Talks)

Modular training in the form of toolbox talks is used to help increase and maintain general levels of health and safety awareness.

Toolbox talks are received as and when required.

Additional general toolbox talks are a useful medium for general day to day communication of information such as sharing accident learning or introducing best practice.

A record of attendance must be kept, with the signature of each attendee.

3.4 Communication of Information

3.4.1 Essential Information & Feedback

The 'toolbox talk' medium can be used to help disseminate essential health and safety information throughout the organisation. It is important to solicit information from the workforce and receive feedback on health and safety issues. A few moments should be taken at the end of each toolbox talk giving the opportunity to raise and discuss issues.

3.4.2 Formal Communications

To ensure the effective communication of important information J.F.E Attridge Scaffolding Co. Ltd uses the following formal systems: -

- ❖ Work Instructions
- ❖ Memorandums & General Notices
- ❖ Guidance Notes
- ❖ Safety Bulletins

Safety Bulletins are a system for communicating up-to-date health and safety information. Important issues, such as accident / incident learning to be shared will be compiled and issued to all employees, as necessary.

Copies of such written information should also be posted on the notice boards. For personnel with access to the Company's computer network may be sent this information electronically.

Certain formal communications may require the recipient to sign and return an acknowledgement slip accepting that they have received, read and understood the communication.

3.5 Effective Supervision & Control

At J.F.E Attridge Scaffolding Co. Ltd we have established four general principles for effective supervision to help ensure control of operations, due to the mainly peripatetic nature of the work, and compliance with the established performance standards - for all elements of the business – not just health and safety. The four general principles for effective Supervision are: -

1. Every job should be surveyed, and a suitable and sufficient **risk assessment** carried out.
2. Ensure the correct **competence** levels of those allocated duties, in relation to the task(s) to be undertaken and the work equipment to be used.
3. Ensure the effective **communication** of the required performance standards and essential information. E.g. Control measures.
4. Establish and implement the suitable levels of imposed and self-supervision depending upon the degree of risk and the competence levels of the operatives involved. Always ensure a minimum level of **imposed supervision**. This also includes the commissioning of work and handover by a competent person.

3.6 Consultation with Employees

The Health and Safety (Consultation with Employees) Regulations 1996 requires employers to hold consultation with employees and to recognise the rights of employee and union safety representatives and safety committees. J.F.E Attridge Scaffolding Co. Ltd will comply with the regulations as a minimum standard.

Toolbox talks will to be used as a medium for consultation. Management will always be approachable on all health and safety matters.

J.F.E. Attridge Scaffolding Ltd. encourages involvement and participation by individuals, so that health and safety becomes a collaborative effort, soliciting the opinion of the workforce in health, safety & welfare issues'.

3.7 Liaison with Fellow Employers

J.F.E Attridge Scaffolding Co. Ltd recognises its duty under the Management of Health and Safety at Work Regulations 1999, to communicate with fellow employers to ensure information about hazards and control measures is shared. This will enable suitable arrangements to be made.

4.0 Arrangements

4.1 Risk Assessment

The identification of hazards, assessment of risk, establishing and enforcing of control measures to eliminate or control risk, are the cornerstones of effective safety management.

The Management of Health and Safety at Work Regulations 1999, Regulation 3, requires employers to make suitable and sufficient assessment of the risks to health and safety and to keep records of the significant findings. The Company has developed risk assessment processes to comply with this statutory requirement.

The two risk assessment processes used are known as **Generic Risk Assessment** and **Specific Risk Assessment**. Both processes use a qualitative technique, which relies upon the judgement of a competent person (or Risk Assessor). The Risk Assessor must be appointed by Management having been deemed competent and received training in the particular techniques used.

Certain other pieces of legislation require specific risk assessment such as the Manual Handling Operations Regulations 1992, of which arrangements are made within further sections of this policy.

4.1.1 Generic Risk Assessment

A suite of Generic Risk Assessments has been prepared and implemented for all of the routine operations undertaken by JFE Attridge Scaffolding Co. Limited. However, they do not take account of the specific environmental conditions at the particular workplace, which is why they must always be supplemented by a specific risk assessment.

4.1.2 Specific Risk Assessment

A specific risk assessment must be carried before each job commences (Scaffolding operations only). The assessment processes is similar to the Generic, however it is simplified using checklist type pro-forma to assist the Risk Assessor to identify the hazards on Form Reference SRA 1

4.2 Method Statements/Scaffold Plans

Method Statements are a traditional form of risk assessment used generally throughout the construction industry. At J.F.E. Attridge Scaffolding Co. Ltd they are prepared:

- i) For all complex or high-risk operations where the preventative and protective control measures and require more explicit detail than provided in the specific risk assessment (SRA1); and/or,
- ii) At the request of our clients.

All method statements should include the following: -

- ❖ The client's details
- ❖ Details of the location
- ❖ Description of the activities to be undertaken
- ❖ Specific equipment to be used
- ❖ Drawing Register
- ❖ Sequence of events or work method
- ❖ Significant hazards identified through the risk assessment
- ❖ Specific control measures to be adopted
- ❖ Specific details of how the Scaffold will be Erected and Dismantled
- ❖ Details of Rescue/emergency arrangements

The standard Company method statement format should be used.

The method statement, once submitted and approved by the client, must be formally communicated to all employees involved in the operation before commencing.

4.3 Preventing Falls

All Scaffolding Operatives shall be equipped with the suitable and approved fall arrest equipment for the task, before commencing work at height.

All fall arrest equipment provided must conform to the relevant British and European Standards. Each Scaffolding Operative shall be issued with the following fall arrest equipment, as a minimum and records of issue kept: -

- ❖ Full body harness complete with rear dorsal ring to BS EN 361, consisting of 1.75m fixed length lanyard complete with shock absorbing device to BS EN 355.

- ❖ Scaffold hook with 55mm opening to BS EN 362.

All scaffolding operations shall be carried out in compliance with the National Access and Scaffolding Confederation (NASC) Guidance Note SG4 (latest edition) as a minimum safe system of work. In addition, other measures may be specified for fall prevention and protection within the risk assessment and/or method statement.

Where a client has established local rules that exceed the requirements of this procedure they must be adhered to and adopted and enforced as a local policy.

Each member of the operational line-management with supervisory responsibility for scaffolding operations and all scaffolding operatives must receive a copy of the NASC Guidance Note SG4 (Latest edition).

All scaffolding operatives involved in the erection, alteration and dismantling of scaffolding, shall receive appropriate training in the established control measures to prevent and protect against falls from height in line with SG4 (latest edition) including the use of advanced guardrail systems.

All line-management with managerial and supervisory responsibility for scaffolding operations shall attend such training.

All line-management with managerial and supervisory responsibility for scaffolding operations shall ensure compliance through effective monitoring (formal and informal) and enforcement, as necessary.

All fall arrest equipment must be subject to a thorough examination and servicing in line with the manufacturer recommendations, NASC guidance note 16 (SG16) and the Work at Height Regulations 2005 every 3 months. (Note: more frequent inspections may be required if determined through risk assessment e.g., environmental conditions on site). Records of thorough examination must be maintained.

The user is required to carry out a pre-use inspection of their fall arrest equipment. The requirements of the pre-user inspections are covered in the SG4 (Latest edition) training package.

4.4 Work at Height

As per the requirements of the Work at Height Regulations 2005, JFE Attridge Scaffolding Co. Limited will comply with the hierarchy to avoid, prevent and mitigate the need to work at height at all times and will always consider collective protection over personal where applicable.

Work at Height is deemed as any place from which if measures required by these regulations were not taken a person could fall a distance liable to cause personal injury including below ground.

JFE Attridge Scaffolding Co. Limited will at all times, use competent personnel to organise and plan work at height and competent personnel to erect, dismantle and modify scaffolding as required.

Environmental conditions need to be considered at all times that may adversely affect health and safety during scaffolding operations.

JFE Attridge Scaffolding Co. Limited will ensure that working platforms used for construction from which a person could fall will be under an inspection schedule by themselves or the user.

Scaffolds should be erected to strength and stability calculations unless erected to a recognised standard.

Top Guardrail heights will be 950mm and the maximum gap between the top rail and the working platform should not exceed 470mm. Working platforms should have no gaps through which people or objects can fall.

Signs and Barriers must be in place on working platforms showing areas where access is not permitted. Signage will comply with the Health and Safety (Safety Signs and Signals) Regulations 1996.

JFE Attridge Scaffolding Co. Limited will also make provision for inspection of equipment used for Work at Height.

4.4.1 Work Equipment

All work equipment (including hand tools, appliances, lift trucks, computers scaffolding materials etc.) must be designed and suitable for the purpose for which it is to be used and only use for operations for which it is designed.

The use of work equipment is restricted to those persons appointed and competent to do so and must only be repaired and maintained by nominated competent persons. A service log recording all repairs and maintenance must be kept for all plant equipment and vehicles.

Line-management must ensure that all employees receive all necessary information, instruction and training in the use of work equipment, including where appropriate written instructions.

Any work equipment found to be defective must be reported to the immediate Supervisor who will arrange for the equipment to be taken out of use and clearly marked as defective

4.4.2 Scaffolding Materials

All scaffolding components and associated materials such as ladders etc. will be subject to a material control procedure, which ensures so far as is reasonably practicable the inspection and where appropriate the testing of all materials periodically. A competent person who carries out the inspections must ensure the segregation of defect material for destruction or repair, to prevent use.

The appointed person must be deemed competent by his manager having received appropriate training and instruction.

All operatives who handle scaffolding materials must not use defective materials. Any defective materials must be segregated and returned to the yard for quarantine.

All scaffolding materials must be handled in a controlled manner (e.g. hand to hand) and NEVER thrown or allowed to drop – Any Scaffolder found dropping material will be referred for disciplinary action

4.4.3 Mobile Plant & Vehicles

All mobile plant and commercial vehicles must be subject to regular maintenance and servicing in accordance with the manufacturer instructions and statutory provisions e.g. Provision and Use of

Work Equipment Regulations 1998. In addition, all mobile plant and commercial vehicles must be subject to weekly formal inspections by the operator.

Any defects identified must be reported to the Managing Director and the findings and remedial action recorded in the report.

All mobile plant with a risk of rolling over must be fitted with an appropriate rollover protection system (ROPS) and seatbelt(s).

4.4.4 Driver Competence

JFE Attridge are committed to ensuring compliance with Driver CPC requirements in line with Driver and Vehicle Standards Agency requirements.

4.4.5 Mobile Elevating Work Platforms (MEWPs)

MEWP operators must hold a current CITB, CTA Card, IPAF Operators Certificate or equivalent

All employees using MEWPs at height shall be subject to the wearing and use of fall arrest equipment. All MEWPs shall have a clearly identified anchor point within the platform that is capable of sustaining the likely forces imposed in the event of it being required to restrain the personnel within the basket.

4.4.6 Portable Electrical Equipment

It is the policy of JFE Attridge Scaffolding Co. Limited to use 110v or low voltage battery operated hand tools wherever possible. Where 240v hand tools are to be used they must be used in conjunction with a residual current device (RCD).

All portable electrical equipment must be inspected, and portable appliance tested (PAT) every 12 months, or as required by a competent engineer. All RCD's must be tested every 6 months. An inventory of all equipment must be maintained, and all new equipment is added to the list.

Each piece of equipment must be clearly marked with the date of the test and the date of re-testing.

4.4.7 Lifting Operations & Lifting Equipment

A person(s) shall be appointed, who has received appropriate training to be deemed competent, to plan and supervise lifting operations, as necessary to ensure they are carried out in a safe manner.

Lifting equipment (e.g. items used for raising/lowering people (i.e. retrieval rescue equipment) cranes, lorry-loaders, hoists, etc.) and lifting accessories (e.g. chains, slings, shackles gin wheels and ropes etc.) shall nominate a person (and deputy) to be responsible for the storage, maintenance and inspection of all lifting equipment and accessories owned and controlled by JFE Attridge Scaffolding Co. Limited as required by the Lifting Operations & Lifting Equipment Regulations 1998 (LOLER'98).

All lifting equipment shall be inspected and thoroughly examined, as required by Regulation 9 of LOLER'98. Copies of all inspection reports and certificates shall be kept on site and made available for examination when required. A Slinger/Signaller (Banksman) shall be appointed to assist the crane operator if his vision of the load throughout its travel is obstructed. All appointed Slinger/Signallers are competent, having received formal training to CITB standard or equivalent.

The Slinger / Signaller must visually inspect all lifting equipment before each use. Any defects identified must be reported to the immediate Supervisor, with the equipment removed from use and clearly marked as defective.

All lifting equipment must have the Safe Working Load (SWL) clearly marked on it, with the weight of the load to be lifted to be established before use.

Suitable storage facility must be provided to prevent physical damage or deterioration of lifting equipment and/or accessories.

4.5 Occupational Health

4.5.1 Manual Handling

The Manual Handling Operations Regulations 1992 requires employers to avoid manual handling operations and where they cannot be avoided to make an assessment of the risk of injury to establish control measures to reduce those at risk as low as reasonably practicable. JFE Attridge Scaffolding Co. Limited recognises that manual handling is an inherent part of the Scaffolder's trade and that the special handling techniques used in scaffolding are essential enabling skills. These skills are taught as part of the current Construction Industry Scaffolders Record Scheme (CISRS).

CISRS accredited scaffolders and other operatives who are required to carry out manual handling operations will require guidance and training in the correct handling techniques.

4.5.2 Hazardous Substances

Arrangements are being developed to assess the effects of any substances identified as hazardous to health and the adoption of relevant control measures, as required by the Control of Substances Hazardous to Health Regulations 2002(COSHH).

All suppliers of materials are required to provide all relevant health and safety information about their products (in the form of a Material Safety Data Sheet – MSDS) to form the basis of the COSHH risk assessment. This information is to be requested for each product before procurement stage, so that consideration can be made for the use, handling and storage of that substance as per COSHH.

The COSHH assessment must be carried out by an appointed competent person, usually the Safety Consultant.

4.5.3 Asbestos

JFE Attridge Scaffolding Co. Limited does not currently undertake scaffolding operations for the work with asbestos e.g. structures for use as enclosures for asbestos removal or encapsulation.

4.5.4 Noise

Similar to other pieces of legislation, the Control of Noise at Work Regulations 2005, requires a risk assessment to be made, to ascertain the noise levels employees are exposed to, establishing and implementing precautions to avoid or protect against excessive noise levels.

JFE Attridge Scaffolding Co. Limited aims to comply with the requirements of the Noise at Work Regulations 2005. The Noise Regulations require specific action to be taken at certain action values.

These relate to the levels of exposure to noise of employees averaged over a working day or week; and

- ❖ The maximum noises (peak sound pressure) to which employees are exposed in a working day.

The values are:

- ❖ **Lower exposure action values:**

- :: daily or weekly exposure of 80 dB;
- :: peak sound pressure of 135 dB;

- ❖ **Upper exposure action values:**

- :: daily or weekly exposure of 85 dB;
- :: peak sound pressure of 137 dB.

There are also levels of noise exposure which must not be exceeded:

- ❖ **Exposure limit values:**

- :: daily or weekly exposure of 87 dB;
- :: peak sound pressure of 140 dB.

As part of the assessment, a competent person using specialist equipment, usually the Safety Consultant must measure noise exposure. The noise exposure is calculated over an equivalent eight-hour shift known as the Lep'd.

Engineering solutions must be considered as the first line of control. When the adoption of reasonable engineering or management control fails to reduce the exposure to an acceptable level, only then will resource be made to the use of Personal Protective Equipment.

All noise assessments will be reviewed periodically and if the process changes (i.e. new plant and/or equipment). Noise exposure shall be considered during the selection of new plant and equipment.

4.5.5 Health Surveillance & Screening

Exposure to certain substances requires regular health surveillance to be carried out, to identify any hazardous effects. Health surveillance will be undertaken where identified in the COSHH risk assessment. In addition, certain pieces of legislation also require health surveillance i.e. the Control of Asbestos at Work Regulations and the Control of Lead at Work Regulations.

All new employees must complete a pre-employment medical questionnaire, which is contained in the application form.

The Director or Manager must vet the medical questionnaire. Any medical conditions identified should be referred to the Safety Consultant for advice. Driver/Plant Operator, medical checks to be carried out as recommended by the Ministry of Transport for Large Goods Vehicle drivers.

4.5.6 Vibration

Vibration exposure from prolonged work with powered hand-held tools or equipment can have an adverse effect on the hands and arms of the user. Various forms of injury can be caused by not effectively controlling vibrating equipment, collectively known as hand arm vibration syndrome (HAVS). The best-known condition is vibration white finger (VWF), which is a reportable disease.

The Managing Director of JFE Attridge Scaffolding Co. Limited must consider the risks of health from vibrating work equipment as part of the risk assessment process.

All controls established must as a minimum requirement be provided in accordance with those specified in the Health and Safety Executive's guidance booklets HS(G)88 Hand arm vibration and HS(G)170 vibration solutions and the Control of Vibration regulations 2005.

4.5.7 Mental Health and Wellbeing

It is our intention to bring existing wellbeing issues to the fore, whilst seeking to create an organisational culture where negative wellbeing issues which we can control are identified, minimised, and managed before they affect the wellbeing of staff, to aim to ensure that employees feel supported and confident with addressing any issues they may have from a mental health and wellbeing aspect.

The aim of this policy is to ensure that employees feel supported and confident with addressing any issues they may have from a mental health and wellbeing aspect.

To support this, we will:

- ❖ Produce, implement, and communicate a mental health at work plan that promotes good mental health of all employees and outlines the support available for those who may need it.
- ❖ Develop mental health awareness among employees by making information, tools and support accessible.
- ❖ Encourage open conversations about mental health and the support available when employees are struggling, during the recruitment process and at regular intervals throughout employment, offer appropriate workplace adjustments to employees who require them.

As such, any individual reporting mental health issues will be treated with respect, dignity, and confidentiality.

4.5.8 Fatigue

J. F. E. Attridge Scaffolding Services Company Ltd recognise their duties under the Railways and Other Guided Transport Systems (Safety) Regulations 2006 with regard the management of fatigue. Fatigue is caused by physical or mental exhaustion due to working for too long, the nature of work and little rest. Fatigue has been identified as a causal factor in incidents and accidents and can lead to reduced vigilance and alertness, increased errors, impaired decision making and a general deterioration in mood and motivation.

The Company has arrangements in place to address the following duties:

- (1) Every employer shall ensure, so far as is practicable, that no employee of theirs undertakes any safety critical work for such number of hours as would be liable to cause fatigue which

could endanger safety; and in determining whether they would be so liable, regard shall be had to the length of time between periods on duty.

- (2) For the purposes of paragraph (1) a person shall be regarded as undertaking work throughout the period they are on duty.

The management co-ordinate the rostering of shifts to ensure all persons undertaking safety critical duties hours of work are in accordance with;

- ❖ No more than 13 days to be worked consecutively without a rest
- ❖ No less than 12 hours rest to be taken between shifts
- ❖ No more than 60 hours to be worked in any 7-day rolling week. (Item A risk assessment)
- ❖ No more than 72 hours to be worked in any 7-day rolling week. (Item B risk assessment)
- ❖ No shift to be worked longer than 14 hours (inclusive of travel time) (Item B risk assessment)

When shifts are being rostered and these criteria are met, a risk assessment will be undertaken. For further guidance please refer to QAR 14 (Managing Fatigue and Exceeding Safe Working Hours)

4.6 Overhead Power lines

All scaffolding contracts undertaken for the provision of overhead line protection scaffolds for the National Grid and local electricity authorities shall be carried out strictly in accordance with HSE's Guidance note 6, Avoidance of danger from overhead power lines.

4.7 Scaffold Inspection, Commissioning & Handover

Complete or partially completed scaffold structures must be inspected and commissioned by a nominated competent person (usually the Contracts Supervisor or other nominated competent person), to ensure that it has been erected to the required standards and is safe to use, prior to handover.

If the structure is a designed scaffold then the inspector must ensure that the structure has been erected as per the drawings, without significant deviation.

The handover certificate shall be used to formally handover the structure or part structure and should be signed by the client's representative. If this is not possible then it should be faxed or posted registered mail with the transmittal sheet or receipt retained on the contract file.

Where JFE Attridge Scaffolding Co. Limited is contractually required to undertake statutory inspections of a scaffold structure or part thereof, in pursuit of Regulation 12 and 13 of the Work at Height Regulations 2005 and schedule 7 on behalf of a client, then such inspections shall include and be limited to the following:

- a) Before being taken into use for the first time; and
- b) After any substantial addition, dismantling or other alteration; and
- c) At regular intervals not exceeding 7 days since the last inspection.

However, in addition to a) b) and c) above, should a client require JFE Attridge Scaffolding Co. Limited to inspect a scaffold structure or part thereof after any event likely to have affected its strength or stability, then the client shall give reasonable notice to JFE Attridge

Scaffolding Co. Limited to carry out an inspection after such an event. Such an inspection would be considered extra and a variation to the contract requiring a specific written instruction.

4.8 Masonry Anchor Testing

The testing of masonry anchors used as scaffold ties is an essential element of the scaffold commissioning and handover process and ensures that the anchors have been correctly installed. The preliminary and proof testing should be in line with Technical Guidance 4 (TG4) from the NASC. The manufacturer's instructions must be followed for the specific type and make of anchor used. A sample of anchors to be used shall be tested to a load of 1.25 times the working load; in the case of ties with a working tensile load of 6.1 kN this means a test load of 7.6kN and where a tie load of 12.2 kN is required the proof load is 15.3kN. The pass criterion is that no significant movement of the anchor is apparent; a visual check only is sufficient.

The number of anchors to be tested is specified in the table below. The numbers specified apply to all discreet areas where: -

- Different fixings may have been used;
- The base material is different;
- The condition of the base material has been affected by different weather conditions on a different elevation;
- A different team of installers has been involved.

No. of Ties on the Job	No. of Proof Tests required
0-60	3
61-100	5
101-120	6
121-140	7
141-160	8
161-180	9
181-200	10
200-220	11
221-240	12
In the Event of a Failure	
1 Failure	Double Test Rate to 1 in 10 and a minimum of 6
2 Failures	Double Again to 1 in 5 and a minimum of 12
More than 2 Failures	Test 100% & review fixing specification & Installation Method

The results of the pull-out testing should be recorded on the handover certificate (No. of ties tested and results in failures or kN's), unless a specific report is prepared.

A sketch of the tie pattern should be drawn on the back of the handover certificate where the scaffold is not designed. The company will provide guidance on this at induction.

4.9 Protection of the Public and Others

All reasonably practicable measures must be taken to secure the workplace to prevent the public and others (such as fellow workers, visitors, trespassers etc.), especially children being at risk of an injury.

Each location must be assessed considering the nature of the work and the location of the workplace and its environment, to establish the necessary control measures.

4.10 Personal Protective Equipment

All Personal Protective Equipment purchased must meet the necessary European Standards and carry the CE Mark.

The risk assessment process together with our client arrangements (i.e. Site Rules, Permit-To-Work Systems etc...) should identify a requirement for PPE. Personal Protective Equipment will only be specified as a last resort in the hierarchy of controls.

An assessment of the PPE must be carried out as required by the Personal Protective Equipment at Work (Amendment) Regulations 2022, to ensure the correct selection and suitability for the user.

Employees have a statutory duty to use PPE provided as part of a safe system of work and not misuse or interfere with it.

All new employees receive a full issue of PPE when they commence employment. If any item of PPE that is required or missing, expired, damaged or defective then it should be replaced upon request. A record of all PPE issued must be maintained, signed for by the recipient.

No charge will be made to any individual working on behalf the Company, for the issue of PPE.

4.11 Scaffold Design

All scaffolding will be provided in compliance with the relevant British and European Standards and the Work at Height Regulations 2005.

Any scaffold structure requiring design input (e.g. special structures) will be subject to a design risk assessment. Calculations will be made by a suitably competent Design Engineer and drawings produced. Any significant hazards or hazardous work sequences that cannot be designed out shall be detailed on the drawing in text, also where appropriate within the specific method statement.

Anticipated significant deviations from the original design criteria, revealed during the execution of the work needs to be communicated to the Design Engineer to ensure structural integrity is maintained.

4.12 First Aid & Emergency Arrangements

It is the intention of JFE Attridge Scaffolding Co. Limited to comply with the site-specific arrangements made by our Clients. However, in such circumstances where the Client makes total

arrangements for first aid the Company will ensure that employees have basic knowledge to administer immediate aid.

4.13 Welfare Facilities

Welfare facilities will be provided in compliance with the Construction (Design & Management) Regulations 2015 and their relevant Approved Codes of Practice as a minimum standard. Additional facilities will be provided as per the client's contractual requirements and the desire to project a good company image.

An employee found to be defacing or misusing the Welfare Facilities will face the disciplinary action

4.14 Housekeeping

Housekeeping is an essential feature of accident prevention e.g. trip hazards, fire hazards etc.

The subject of housekeeping must be integrated into all monitoring and auditing arrangements to ensure J.F.E Attridge of housekeeping are maintained.

4.15 Smoking at Work (See separate 'smoking policy')

It is the policy of J.F.E Attridge to maintain a smoke-free workplace to protect employees from the effects of second-hand tobacco smoke and to ensure compliance with the Health Act 2006.

4.16 Drugs & Alcohol at Work

Alcohol or drug abusers can adversely affect the safety of themselves and fellow workers whilst at work. Therefore if any employee or contractor is known to be, or strongly suspected of being affected by alcohol or drugs they are to be referred to their immediate supervisor who must arrange for their removal from the workplace.

Employees are not permitted to bring prohibited substances onto company premises or to work.

Any employee who is required to take prescription substances that may affect their performance at work must inform their immediate Supervisor. Alternative duties may be allocated to these employees and they must be prohibited from driving/operating plant equipment and working at height.

The Company tolerance for alcohol consumption during the working hours and its affects at work is in line with the current Road Traffic and Highways Legislation.

The Company reserves the right to allow for random testing of employees for drugs and alcohol if required by clients (i.e. Network Rail etc.)

The company also reserves the right to test any employee who it suspects of abusing drugs. The company also has the right to dismiss any employee who is found to be positive or who refuses to comply with the request for a test to be undertaken.

4.17 Young Persons at Work

A young person at work is a person under the age of eighteen (18) year and can be an employee, visitor or student on work experience.

A young person is not permitted to operate/drive plant equipment or work at height where they are exposed to a risk of a fall, unless they are in training under direct supervision.

Before a young person starts work e.g. trainee, apprentice etc. a suitable and sufficient risk assessment must be carried out on all their activities. Any residual risk that remains that cannot be eliminated and has been controlled so far as is reasonably practicable must be communicated to their parents/guardian and written consent obtained.

4.18 Dealing with the Enforcing Authorities

The Managing Director will meet any representative of an Enforcing Authority e.g. the Health and Safety Executive, Local Authority, Environment Agency, Police etc., unless this responsibility has been delegated to another appointed person. The visiting officer must be directed to the Manager/Supervisor or if they wish to proceed unaccompanied the Manager/Supervisor must be notified directly.

Full co-operation must be given to assist them in the execution of their duties. If enforcement action is taken such as a Prohibition Notice, Improvement Notice or Fee for Intervention issued, then the Manager/Supervisor to whom it is issued must comply with any immediate requirements and contact a Director and the Health & Safety Consultants directly.

The Health & Safety Consultant will be able to provide the Manager/Supervisor with any practical interpretation and advice on the necessary corrective action required to comply with the Notice. The Managing Director will liaise with the relevant inspector and inform him/her of corrective action taken and confirm this in writing.

If as part of an investigation by the enforcing authorities, any employee is required to make a statement or interview under caution, then the company appointed solicitor should be present.

If as part of an investigation by the enforcing authorities, any employee is required to make a statement or interview under caution and the Police and Criminal Evidence Act (PACE), then the company appointed solicitor should be present.

4.19 Work on or Near the railway

All projects undertaken for the rail authority or a rail authority approved contractor on or near the railway must be carried out in strict compliance with the rail authority's safety standards and the company's internal procedures.

4.20 Document Control

This Policy is subject to the Company's management procedure for document control and must not be reproduced, unless clearly marked as an 'UNCONTROLLED COPY'.

4.21 Records Management

All records of formal monitoring and auditing, accident investigation reports, training records, PPE registers, records of inspection and testing, minutes from review meetings, risk assessments and medical reports shall be kept for a minimum of five years. Accident statistics and details of enforcement action should be indefinitely.

All records should be kept in such a manner that they are ready retrievable and protected where practicable from damage, deterioration or loss.

4.22 Office Safety

All clerical and administration employees are required to receive general office safety instruction and training, as appropriate.

4.22.1 DSE User & Operator

The Health & Safety (Display Screen Equipment) Regulations 1992, requires employers to identify Users and Operators (operators are the self-employed, agency workers and contractors) of display screen equipment and to carry out an assessment of their work activities and workstation.

A User (or Operator) is defined as a person dependent on using a display screen, who is required to use equipment every day for a minimum of two (2) hours. Once Users (or Operators) have been identified, a competent assessor must undertake the risk assessment.

Following the assessment the control measures established as reasonably practicable will be implement and could include: -

- ❖ Redesigning tasks and work routines to include regular breaks.
- ❖ Provide correct workplace equipment to improve ergonomics.
- ❖ Make changes to the environment e.g. lighting, ventilation, temperatures etc
- ❖ Provide User/Operator training and instruction.

4.22.2 Eye Tests & Corrective Devices

All employees, who have been identified as DSE Users and use corrective devices for sight (glasses or contact lenses) for close work, are required to wear them when operating DSE.

The Company makes the following contributions for sight tests and corrective devices to employees who have been identified as users after a DSE assessment: -

- ❖ Up to £40 contribution towards corrective devices.
- ❖ Up to £15 contribution towards sight tests.

Monies are redeemed through personal expenses upon the provision of a receipt.

Employees who wear corrective devices and are required to use light eye protection (LEP) are entitled to prescription safety glasses free of charge.

4.23 Fire Precautions

JFE Attridge Scaffolding Co. Ltd will comply with the Regulatory Reform (Fire Safety) Order 2005, All flammable liquids to be stored in a cool dry area away from combustible materials.

The company will ensure that:

- ❖ That adequate means of escape in case of fire exist for all persons on the premises
- ❖ That all means of escape are correctly maintained, kept free from obstruction and available for safe and effective use at all times.
- ❖ That adequate means for fighting fire are present and are maintained in efficient working order.
- ❖ That appropriate instruction will be given to all persons on site on evacuation procedures.
- ❖ That effective management procedures are in place to respond to and deal with the aftermath of a fire.
- ❖ That appropriate fire training is given to designated staff who have an active role in the implementation of fire precautions.
- ❖ That all areas (office and yard area) are subjected to a fire risk assessment and that where risks are identified action is taken to implement appropriate control measures.
- ❖ At least two Employees must be on site at any one time

4.23.1 Responsibilities

The Management are responsible for conducting fire risk assessments.

Management shall ensure that all procedures are followed and that persons under their responsibility are trained and given adequate instruction in the case of fire.

Staff must comply with all instructions given to them in regard to fire safety and any other fire procedures as required by supplementary codes of practice. Failure to comply with such instruction may lead to disciplinary action being taken.

Employees must also report any observed shortcomings in fire precautions to Management.

4.24 Waste Management at Site

Scaffold activity generally produces very little in the way of waste. However, they will fully cooperate with the Principal Contractor to assist him in discharging his environmental duties.

4.25 The Construction (Design & Management) Regulations 2015

The company are often engaged as contractors as defined by the Construction (Design and Management) Regulations 2015 and as such, will aim to comply with Regulation 15 which places specific requirements upon contractors.

We will:

- ❖ Comply with any reasonable directions issued by the Principal Contractor, and with any rules in the Construction Phase Health and Safety Plan that are relevant
- ❖ Submit any relevant risk assessments and method statements as required

- ❖ Inform the Principal Contractor of any incidents without unreasonable delay
- ❖ Provide relevant information for the Health and Safety file
- ❖ (Where we are the sole contractor on site) prepare a Construction Phase Health and Safety Plan as defined by Regulation 12

The company realises that the provision of training and information to operatives on site is vital, and as such will ensure that:

- ❖ All operatives are trained and competent to carry out the tasks to which they are assigned
- ❖ No operatives will begin work until they have received basic information, such as the site induction (where not already provided by the Principal Contractor) and the contents of relevant sections of the Construction Phase Health and Safety Plan. This will include the emergency procedures to be followed in the event of serious or imminent danger to health and safety, and the communication of information relating to risks to health and safety. This information will generally be communicated using a Method statements and risk assessments.

The company is aware that any contractors that it engages must be competent in the tasks they are required to undertake. Any newly engaged sub-contractors must demonstrate their competence via a SMAS accreditation, or similar.

4.25.1 Works Carried Directly for Domestic Clients

When undertaking work directly for a domestic client, as the only contractor involved, we will ensure the client is aware of their duties under Regulation 7 of CDM 2015. However, we are mindful of our duties if the company are required to undertake this role on the domestic client's behalf. To this end, we will:

- ❖ Ensure that a construction phase plan is drawn up
- ❖ Assume the client's duties under CDM

5.0 Measuring Performance

5.1 Reactive Monitoring

5.1.1 Accident Reporting & Investigation

Certain injuries, ill health and dangerous occurrences are required by law to be reported to the enforcing authority (usually the Health & Safety Executive), under the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 2013 (RIDDOR).

However, it is the policy of JFE Attridge Scaffolding Co. Limited to investigate all accidents and incidents, including near misses. The purpose of the investigation is to identify the causation and to establish and enforce measures to prevent reoccurrence and not to apportion blame.

Some organisations claim to have a 'no blame culture' for accident reporting and investigation to ensure that every employee feels that they can report accidents and co-operate with any investigation without fear of retribution.

However, we promote a 'just and fair culture' which is similar to 'no blame', but there may be some apportion of personal responsibility. Investigations must not lay blame indiscriminately; all accident investigations shall be objective, open and fair.

All employees are encouraged to report all accidents or incidents no matter how minor. The reporting of accidents by employees to the Company shall always remain a high profile topic e.g. regularly repeated toolbox talks, notices etc...

Any employee who fails to report a work-related accident or fails to co-operate with or deliberately misleads an investigation will be referred for disciplinary action.

All injuries must be reported to the immediate line-manager.

There is no longer the requirement to maintain a BI150 accident book as the same information is captured in the Company Accident Report

A company accident form must be completed for all accidents. The individual completing the form keeps a copy and the other copy is entered into head office accident file once all the remedial actions are complete and closed out.

In addition to the form a full investigation report should be prepared for more serious incidents.

All line-management who lead accident investigations will receive formal investigation training.

It is the responsibility of the Responsible Person to ensure that RIDDOR injuries, ill health and dangerous occurrences are reported. A recent change is an extension to the absence period that triggers an accident report to the HSE or local authority. The period in which duty holders must notify the authorities of a RIDDOR-reportable accident (those involving over seven days absence, bone fracture or overnight hospitalisation etc) is 15 days after the event, but this should preferably be done as soon as possible following the reportable event. A full schedule of reportable events can be found at: -

<http://www.hse.gov.uk/riddor/report.htm>.

All incidents can be reported online but a telephone service remains for reporting fatal and specified injuries **only**.

The RIDDOR reference number must be recorded on the Accident Report Form. The Health and Safety Executive's RIDDOR report details are listed below:

Telephone 0845 300 99 23 (Monday to Friday 8.30 am to 5 pm only)

Fax 0845 300 99 24

Information <http://www.hse.gov.uk/riddor/report.htm>.

5.2 Proactive Monitoring

The purpose of proactive monitoring is ensure that the established performance standards are being adhered to and to help prevent an accident or ill health. The primary objective of the hierarchy monitoring is not just to identify failure in the form of unsafe acts or conditions, but to measure success and recognise positive good behavior.

5.2.1 Hierarchy Monitoring

Each member of the line-management within the operational hierarchy of the organisation (Partner through to first line Supervisors) shall undertake health and Safety inspections at a predetermined frequency, hence the term '*Hierarchy Monitoring*'.

The inspection shall observe workplace operations and be carried out using a checklist style pro-forma to record the findings.

Copies of the monitoring report are sent to the immediate direct line-manager, where appropriate copies will be issued to the individual responsible for completing a specific action. All corrective remedial actions remain open until closed out as complete

5.2.2 Independent Monitoring

Independent Monitoring is similar to the Hierarchy Monitoring but is carried out by the Independent Health and Safety Consultants. This monitoring is carried out on a regular basis and reported directly to the Managing Director.

6.0 Review

6.1 Review Meetings

An annual Safety Management review meeting should be held with the Managing Director, Contracts Manager and Safety Consultants to monitor implementation and development of the Health and safety policy and overall safety performance.

7.0 Appendix A – Principal Elements of Applicable Legislation

J.F.E. Attridge Scaffolding Services Co. Limited are mindful of their duties under the Health and Safety at Work etc Act 1974 and the delegated legislation there under. However, principal elements of applicable legislation to company activities are considered to be: -

- ❖ The Regulatory Reform (Fire Safety) Order 2005
- ❖ Management of Health & Safety at Work Regulations 1999
- ❖ Health & Safety (First Aid) Regulations 1981
- ❖ Work at Height Regulations 2005
- ❖ Personal Protective Equipment at Work (Amendment) Regulations 2022
- ❖ Provision and Use of Work Equipment Regulations 1998
- ❖ Manual Handling Operations Regulations 1992
- ❖ Health and Safety (Display Screen Equipment) Regulations 1992
- ❖ Control of Substances Hazardous to Health (Amendment) Regulations 2002
- ❖ Health and Safety Information for Employees Regulations 1989
- ❖ Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- ❖ Employers' Liability (Compulsory Insurance) Act 1969
- ❖ Electricity at Work Regulations 1989
- ❖ Construction (Design and Management) Regulations 2015
- ❖ Dangerous Substances and Explosive Atmospheres Regulations 2002
- ❖ Health And Safety (Consultation With Employees) Regulations 1996
- ❖ Health & Safety (Safety Signs & Signals) Regulations 1996
- ❖ Control of Asbestos Regulations 2012
- ❖ Control of Noise at Work Regulations 2005
- ❖ Control of Vibration at Work Regulations 2005
- ❖ The Health Act 2006
- ❖ The Corporate Manslaughter and Corporate Homicide Act 2007
- ❖ The (Safety) Offences Act 2009



J.F.E. Attridge Scaffolding Services Co. Ltd.

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Staffordshire WS15 1RD
Registered No. 1066986 London
www.attridge-scaffolding.co.uk



COMPANY WORK SAFE POLICY

J.F.E. Attridge Scaffolding Services Company Limited are committed to supporting employees to deal with immediate safety concerns. The Company operates a “work safe” policy for all personnel on site, to give confidence where there are genuine concerns about safety. All such reports will be given serious consideration by the Senior Management within the business.

The aim of this policy is to allow personnel to stop work without any fear of retribution. If any individual considers the work in progress is being carried out in an unsafe manner, they are requested to inform management. For example, being asked to undertake a task without proper training, or without suitable personal protective equipment or if there is no safe system of work. The work safe procedure will then be implemented.

When an individual wishes to invoke the policy they should cease work immediately, ensuring that doing so does not endanger others. The Site Supervisor should be informed with an explanation of why the work safe procedure has been invoked and work has been stopped. The Supervisor shall note the reasons given by the individual, and discuss an appropriate course of action to resolve the situation. Once both parties are satisfied that the work has been made safe, work can restart.

Where there is no agreement between both parties, the Site Supervisor shall inform the Company Senior Management for further investigation.

In the first instance all concerns should be reported to J.F.E. Attridge Scaffolding Services Company Limited. If individuals feel that concerns are not dealt with appropriately they can contact CIRAS (Confidential Incident Reporting & Analysis System) on 0800 4 101 101 and they will carry out an independent investigation.

James Attridge – Director 25-07-24

I sign to confirm that I have been briefed on and understand the Company Policy.

Name (PRINT) _____ Signature _____

Briefed By (PRINT) _____ Date _____

Business Continuity Plan



1. Scope

JFE Attridge Scaffolding Services Company Limited	
Location Address, incl postcode:	The Levels Industrial Estate, Brereton, Nr Rugeley, Staffordshire WS151RD
Responsible Person:	James Attridge
Position:	Director
Contact Details:	james@attridge-scaffolding.co.uk
Telephone/ Mobile:	01889 582156 or 07973 193878
Nominated Deputy:	Richard Attridge
Contact Details:	richard@attridge-scaffolding.co.uk
Telephone/ Mobile:	01889 582156 or 07977 243702
BCP Issue Date:	26.7.24
BCP Review Date: (12-month min)	26.7.25

Plan Distribution List

Name	Role
James Attridge	Director
Richard Attridge	Director
Justin Cutbush	Contracts Manager
Carol Ward	Accounts Manager

Business Continuity Plan



This document outlines the J.F.E Attridge Scaffolding Services Company Limited's Business Continuity Plan. The purpose of this document is to minimise the potential exposures caused to Attridges and its people in a crisis and to restore normal working operations at the earliest opportunity. Business Continuity Planning has considered the risks that could occur within the business. Full details on each risk are detailed in QAR 25 Risk Log.

This plan will cover the immediate management of the following situation(s).

- Dealing with an incident involving employees who are involved in an accident or incident
- Dealing with an incident e.g. loss of utilities/services, fire, terrorist, where the event has the potential for disruption to normal business operations
- Dealing with impacts of climate change, such as flooding/ heavy rainfall, heat, wind, ice or snow which will cause disruption to normal business operations
- Communication of the incident to all clients and stakeholders, including staff and next of kin as appropriate
- Implementing measures to protect operations, resources and our company reputation
- An assessment of the extent of any damage evaluating the extent of the situation and the potential consequences for the company, Client, the supply chain and other parties
- Authorising recovery tasks in order to provide an operational service
- Prioritising the reactivation of functions based on critical function priorities across all departments, in liaison with client(s) and the supply chain
- The restoration of services under temporary arrangements, during which time it is expected that longer term plans would be verified and implemented appropriate to the individual circumstances of the situation

2. Planning

The types of incident that may invoke this plan are listed below (Note this list is not exhaustive). In addition, the responsibilities for managing such an event and signposts to other supporting documentation are listed in the table.

The Major Incident Manager role resides with the Managing Director, as the individual most likely to be 'first responder' however, depending on the occurrence, that function may be passed to another person (likely to be a Director), as appropriate.

Event type	Major Incident Manager, and Deputy	References
Major IT interruptions, loss of main server/ cyber attacks	James Attridge, Richard Attridge	
Major loss of Staff (through infections illness/ epidemic/ pandemics)	James Attridge, Richard Attridge	
Incidents involving a catastrophic event, third party intervention such as terrorist/activists/bomb/explosions	James Attridge, Richard Attridge	

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Loss of access to key premises/construction sites due to fire, a gas explosion or extreme weather conditions through climate change	James Attridge, Richard Attridge	
An act of pollution that requires external support	James Attridge, Richard Attridge	
Criminal activity – that causes significant loss of company assets	James Attridge, Richard Attridge	

If there is ever a business disruption or emergency, the main on call number is:

Day time: 07973 193878 – James Attridge

Out of Hours: 07977 243702 – Richard Attridge

Or, anyone of the Directors.

3. Roles and Responsibilities

The Major Incident Manager is responsible for ensuring that each person appointed to undertake these responsibilities, is fully competent and has the appropriate skills set to do so. The Major Incident Manager shall decide whether or not to activate the Business Continuity Plan response and verify/confirm the plan as more information becomes available.

The roles and responsibilities of those involved in Major Incident Response are as follows.

Major Incident Manager

- Contact all nominated Team Members
- Liaise as Major Incident Controller
- Secure Site
- Refer to individual Business Continuity Plan
- Liaise with Emergency Services
- Direct information gathering
- Brief staff of situation
- Assist negotiate insurance & legal issues
- Minimise health, safety and environmental exposures
- Act as media spokesperson, vet communications
- Facilitate Major Incident/Continuity team meetings

Deputy Major Incident Manager

- Assist Major Incident Manager as directed
- Establish site security and accountability of staff
- Assist in the implementation of Business Continuity / Recovery Plans
- Brief staff of situation
- Report back to Major Incident Manager
- Report findings/ events on QAR1a Initial Incident Form/ Incident Investigation Form.

4. Notification, Activation and Escalation

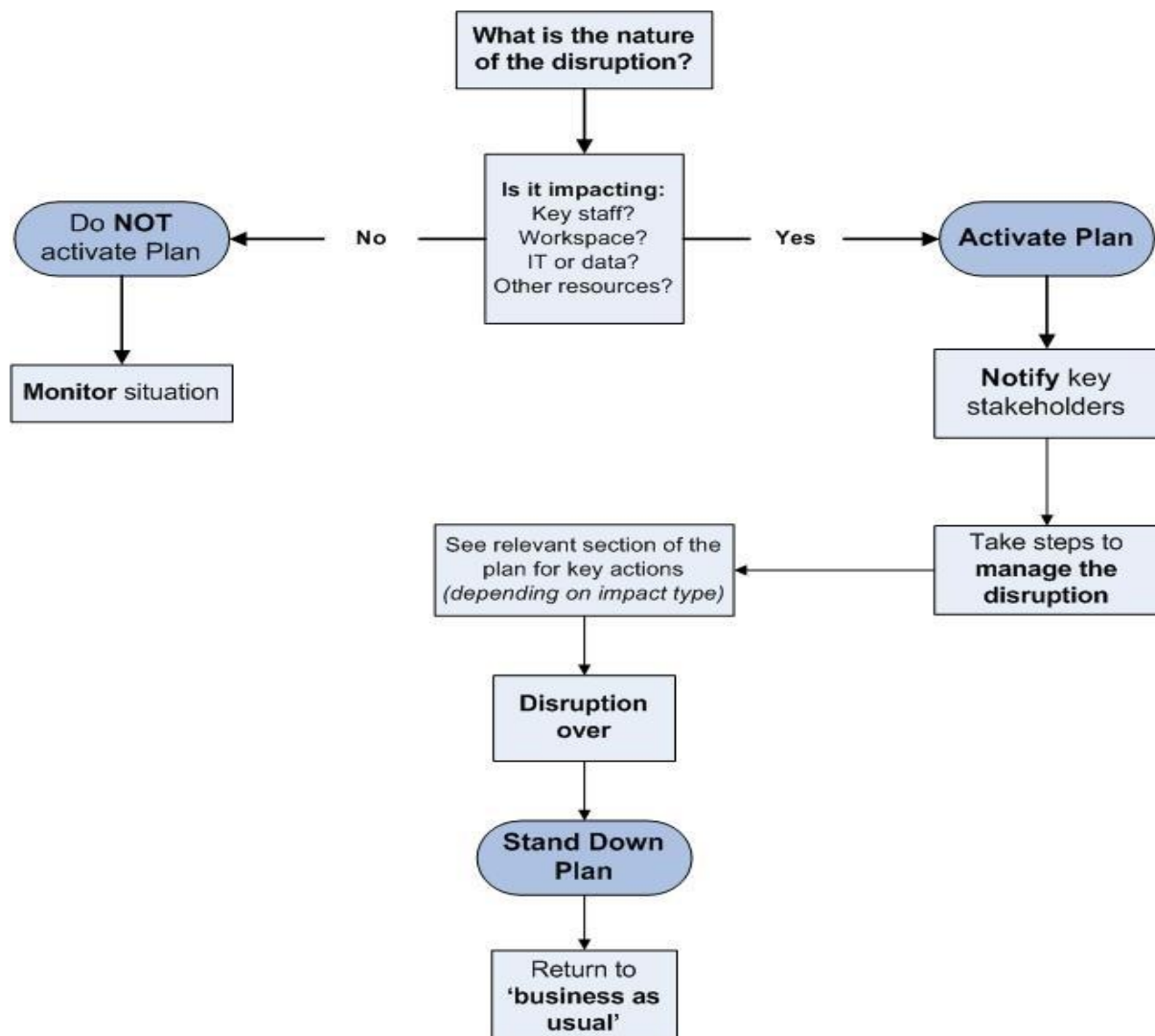
Employees are required to escalate major incident information as a matter of urgency by contacting their Line Manager. The Line Manager shall as a matter of priority notify their respective Director or Major Incident Manager.

Following a major incident and subsequent notification to the Major Incident Manager, there must be a lock down of communication, unless authorised by the Major Incident Manager, who shall immediately take the responsibility for Command and Communication.

The Major Incident Manager shall control and co-ordinate the Incident and liaise with Legal, Insurance, Directors and any other relevant Managers, including Clients. Responsibilities may be assigned to other team members by the Major Incident Manager to ensure Business Continuity during the emergency.

Incidents that may not require the full invocation of this Plan as identified will be managed and investigated in accordance with the company Health and Safety Manual.

The activation process is summarised in the following process flow chart.



5. IT Provisions

The company has a robust Disaster Recovery Plan to address any incident impacting any of the centralised IT services. Their objective is resumption of business as usual across the company as quickly as possible, with priority given to the protection and restoration of the network, followed by core software and applications.

The company will endeavour to ensure continuity of the network, but they have no responsibility for files held on desk-top hard drives. Similarly, should an incident result in the full or partial destruction of the premises, recovery of laptops left on site will not be prioritised.

In the event of an Emergency alarm being sounded, individuals working at their desks should collect laptops, phones, keys etc and evacuate the building, providing there is no immediate risk. Under no circumstances should anyone away from their desks or work locations return to their desks to collect IT equipment or belongings, but immediately evacuate.

Where an event impacts on the IT systems the following objectives and actions shall be considered.

Objective	Actions / Considerations
Confirm the nature of the disruption.	<ul style="list-style-type: none"> <i>What has happened?</i> <i>When did it occur?</i> <i>Which systems and/or services are affected?</i> <i>How potentially serious is it?</i> <i>What is the estimated duration of the problem?</i> <i>Who else has been informed (staff/ suppliers / customers)?</i>
Decide whether to invoke Business Continuity plan.	<p><i>The decision will be based upon the information provided consideration should be given to:</i></p> <ul style="list-style-type: none"> <i>How long systems will be unavailable?</i> <i>Whether the systems affected are required to support the business priorities?</i> <i>Whether the area is currently responding to an external incident?</i> <i>Inform staff that the Business Continuity Plan is being invoked or put staff on standby or invoke agreed manual systems to ensure that the service can continue to operate.</i> <p><i>If the decision is made not to invoke the plan, continue to monitor the situation until such time as normal service is resumed.</i></p>
Specific risk mitigations already in play, and considerations if the disruption is due to non-availability of IT systems or Data.	<p><i>Risk reduction and mitigation strategies:</i></p> <ul style="list-style-type: none"> <i>Working from a secondary location unaffected by the IT issue.</i> <i>If the main landline(s) are lost revert to mobile phones and give number to key staff / suppliers / customers.</i> <i>Instigate manual work around systems</i> <i>Keeping back up data securely off site (cloud).</i>

	<ul style="list-style-type: none">• <i>Investment in IT resilience by way of mitigation (two factor authentication security for eg., and 'cloud' based data repository systems).</i>• <i>Access to 4G where the internet is disabled.</i>• <i>IT Systems Resilience for Business Services and Finance functions is detailed in Section 8.</i>
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6. Alternative Working Locations

Consideration shall be given when identifying potential alternative accommodation where individual(s) are unable to work at their usual location.

- What physical size of accommodation is required? To hold how many people?
- How long is the accommodation required for re scenarios i.e. 1 day, 1 week, 1 month, 1 year?
- Is there a preferred accommodation site?
- Is it viable to split up staff over separate premises and separate rooms?
- What are the data and telecommunication requirements for office and relocated home based staff?
- What items require transportation?
- What budget is available for the accommodation?
- Identification and prioritisation of critical operations and commitments
- Transfer of resources to high priority areas
- Notify and mobilise staff (cascade of information downwards through the management chain).
- Request staff return from leave
- Cancel any pre-booked leave
- Review use or requirements of temporary or agency staff
- Consider the utilisation of Helplines – pre-recorded messages for staff and customers
- Updated to website – place notice advising staff and clients
- Media broadcasts
- Consideration of social distancing and hygiene requirements
- Importance and availability of IT related Infrastructure and physical resources

Where an event impacts on the workspace the following objectives and actions shall be considered.

Objective	Actions or Considerations
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Business Continuity Plan



Establish the current situation at the affected site or workspace.	<ul style="list-style-type: none"> • <i>What has happened?</i> • <i>When did it occur?</i> • <i>Are the Emergency Services informed or on-site?</i> • <i>Is there access to the site?</i> • <i>Are the IT systems and services still running?</i> • <i>Who else has been informed?</i> • <i>How potentially serious is it?</i> • <i>Are there any casualties? If so, details?</i>
Decide whether to invoke Business Continuity plan.	<p><i>The decision will be based upon the information provided consideration should be given to:</i></p> <ul style="list-style-type: none"> • <i>How quickly the business will be able to re-enter the affected workspace?</i> • <i>Prevailing weather conditions.</i> • <i>Whether the area is currently responding to an external incident.</i> • <i>If the decision is to relocate key staff to the agreed alternative accommodation alert the site – (contact details in table below).</i> • <i>Determine whether to direct ‘working from home’ until further notice.</i> <p><i>If the decision is made not to invoke the plan, continue to monitor the situation until such time as normal access is granted to the disrupted location.</i></p>
Communicate with staff, suppliers or customers.	<p><i>If evacuation is needed:</i></p> <ul style="list-style-type: none"> • <i>Follow site evacuation plan taking into account staff, customer and visitor safety.</i> • <i>Keep staff informed at Assembly Points until a decision has been made about whether the building is likely to become available again soon. If the building will not be available, relocate identified key staff to the agreed alternative workspace and consider sending other staff home and tell them to await instructions. Remind them to check in with their manager at an agreed time.</i> • <i>Out of Hours: if the disruption occurs outside office hours, staff communication will be co-ordinated by the manager or their designated staff member.</i> • <i>Take the Emergency Grab bag with you.</i> • <i>Invoke working from home procedure, if not already done so.</i> • <i>Implement operational workaround for collecting mail – (only if appropriate).</i>
Alternative accommodation location and contact details:	

7. Availability of Key Staff

The following Individuals and posts are Identified as key staff:

Name	Job Title
Justin Cutbush	Contracts Manager
Carol Ward	Accounts Manager
Laura Mawson	Contracts Administrator
Lee Dockerill	Contracts Manager
Tracey McGuckin	Administrator
Leon Hodgkiss, Paul Conway, Martin Wilkes	Supervisors

Where an event impacts on the availability of key personnel the following actions shall be considered.

Business Continuity Plan



Objectives	Actions / Considerations
Confirm the nature of the disruption	<ul style="list-style-type: none"> • <i>What has happened?</i> • <i>When did it occur?</i> • <i>Who and how many are affected?</i> • <i>Which systems and/or services are affected?</i> • <i>How potentially serious is it?</i> • <i>What is the estimated duration of the problem?</i> • <i>Who else has been informed (staff / suppliers / customers)</i>
Decide whether to invoke Business Continuity plan.	<p><i>The decision will be based upon the information provided consideration should be given to:</i></p> <ul style="list-style-type: none"> • <i>How long staff will be unavailable</i> • <i>Whether the staff are required to support the business priorities.</i> • <i>Whether the area is currently responding to external incident</i> • <i>Inform staff that the Business Continuity Plan is being invoked or put staff on standby or invoke agreed manual systems to ensure that the service can continue to operate.</i> <p><i>If the decision is made not to invoke the plan, continue to monitor the situation until such time as normal service is resumed.</i></p>
Enter Specific risk mitigations and considerations if the disruption is due to non-availability of Staff.	<ul style="list-style-type: none"> • <i>Change of job functions for some staff (to support the identified business priorities)</i> • <i>Employ agency and/or specialist staff to mitigate, i.e. Company Accountants providing resilience to Finance dept.</i> • <i>Arrangements to hire replacement resources from suppliers are in place.</i> • <i>Protective measures for resources e.g. ability to work remotely, and from multiple alternative sites.</i>
<i>Payroll back-up plans:</i>	<i>Sage Server is backed up nightly and disk taken from site.</i>

Other key Support teams that are available are listed below:

Role	Function	Contact Number
Insurers	Romero Insurance Brokers	0113 2054314
Accountants	CJM Accountants	01543 222919
Legal Advice	Gaddu & Hall Solicitors	0121 794 7345
HR Legal Advice	Wright People HR Ltd	07866 700794

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H&S partners	Simian Risk Management	0345 664956
IT	Total IT Services	01543 898183
Phone provider	<i>Telecom Centra</i>	0333 320 9920
Gas Provider	Corona Energy – meter ID G4K00341881201 unit 6 (office)	0800 8048589
Electricity provider	Smartest energy – <i>Meter ID 10C02501 – unit 13a metoxal</i>	01903 703400
Electricity provider	Scottish Power Unit 6 (office) – 18K0121301	0800 027 0072
Company Bank	Darren Billinge (Relationship Manager – Lloyds Bank)	07881 518711

8. Post Event Management

In the immediate aftermath of a serious incident there will be a requirement to initiate salvage operations and the repair of items contained in the damage area. An inventory of usable equipment, furnishings, documents and supplies will need to be compiled. Consideration must be given to:

- Safety, health, wellbeing and environmental concerns
- Deterioration of materials through high humidity or chemical attack
- Hydrochloric acid arising from the combustion of PVC
- Corroded or exposed metal surfaces, such as steel pipes, tubes, galvanised conduits, cable trays, trunking.
- Clean up materials used in fighting fires or spills (water, foam, dry powder, spill granules)
- Theft from the damaged building if left unsecured
- A repeat attack if damage was caused deliberately

8.1. Fiscal Resilience

Following immediate response and depending on the nature of the unplanned intervention, support may be available from; Banks (addressing liquidity concerns), HMRC and other government departments, and local and regional bodies by way of Grants, all measures designed to support the resilience and security of the business following an incident.

8.2. Staff Welfare

Staff need to be given clear direction about what the priorities of the business are, and expectations. This can be achieved by having well thought out continuity strategies in place, ensuring staff are monitored more closely, and that their welfare is maintained during periods of great uncertainty and unsettling change (e.g. regular communications and support in case their normal duties are required to change).

Staff must be made aware of what communication methods are going to be used so they can find out the latest information, especially if they are going to be working from home, or a different location than normal.

Managers who suspect that staff members have suffered undue stress or even trauma from the business disruption must consider providing assistance for those staff that have been affected.

8.3. Communicating with Staff

All staff are provided with individual access to mobile phones and internet enabled computers. This enables staff to work both with flexibility and remotely from core and site offices, and for regular and emergency communications to be easily conducted.

Core communications will be undertaken for the business by the manager or other designated staff member utilising a variety of methods. The method chosen will be dependent on the target audience, the level and frequency of interaction and feedback required and the level of sensitivity or confidentiality of the communication and expected response. For example:

- Companywide email – cascade of written internal briefing material and documents.
- Conference calls – verbal cascade and discussion with staff based in varying locations, invitation via email.
- Microsoft Teams – video conferencing and sharing of documentation / information with staff in varying locations, invitation via email / on-line availability status.
- SMS Messaging – urgent messaging to groups of staff, backed up by email.
- Physical 'Face to Face' Meetings – if time and locations permit.
- Wats app messages – Attridge Scaffold
- One to One Meetings – required in addition to the above to 'check-in' with staff, to share two-way feedback and to provide a means of social interaction.

Multiple methods of above communications may be used or combined to ensure the quality of communication is optimised for staff and the business, particularly where participation is required, or key decisions are being taken. Staff will be given the opportunity to feedback comments they may have after the response phase and the service has returned to normal, or a continued status. This may be in the form of a structured debrief or more informally. Managers who suspect that staff members have suffered undue stress or even trauma from the business disruption must consider providing assistance for those staff that have been affected, noting that the human characteristics and personal needs of staff will differ across the business.

8.4. Media / Public Information

In the event of a major disruption to the business the business communications lead must be contacted to inform them of what has happened and the estimated length of the disruption and possible impacts of the disruption.



9. Monitoring and Review

Following the successful resolution of any crisis, the Major Incident Manager shall arrange a meeting of all those involved in the major incident to evaluate the overall management, review the QAR1a Initial Incident Form/ Incident Investigation Form, identify good practices and to help identify any improvements that could be implemented for the future. The Major Incident Manager shall identify the appropriate amendments to this plan following this evaluation and make recommendations to the Directors.

This plan and any supporting documentation shall be reviewed every twelve months as a minimum to ensure that it remains up to date and relevant, or amending it sooner to reflect:

- Any changes in company scope/delivery and the revised risks this may bring.
- Completing a test of the Business Continuity Plan
- Improvements identified when evaluating performance following the successful resolution of an incident, or a test incident.

The Business Continuity Plan shall be shared with the Directors and Deputy Incident Managers on completion and at each revision. Copies of the plans shall be retained by the relevant Major Incident Manager. If at any time the Major Incident Manager is unavailable, a nominated deputy will act as deputy in their role with the assistance of their project team.

10. Guidance Checklist

	Checklist to support Major Incident Manager
	Telecommunications and data
	Staff next of kin/out of hour contact details
	Retrieval of Information
	Suppliers, Associates and contractors
	Loss and retrieval of reputation
	Salvage – Main problems / Safety
	Register/disposal of equipment in accordance with insurance mitigation/authorisation and legislation
	Environmental impact and assess levels of any adverse impact on the environment. Consider contacting the Environment Agency as appropriate.
	Continual liaison with Directors re the impact of the incident on their most critical services and customers.
	Continual liaison with the supply chain partners regarding the impact of the incident on the delivery of services.
	Continually re-evaluate the re-introduction of critical services based on changing needs and requirements.
	Competency- confirmation that individuals understand what is expected from them.
	Consider wider stakeholder involvement.
	Notify the Landlord and other site neighbours as necessary.
	Identify any financial losses (determine funds that are required and arrange as necessary).
	Evaluate what insurances exist, notify and instigate claims processes.
	Recover damaged files, equipment and premises (consider SHEQ risks associated with salvage operations)
	Acquire replacement premises and order replacement equipment as necessary.
	Report recovery progress and decision making to Directors.
	Keep records of decision making and expenditure arising out of any recovery operations.
	Organise the return to normality once the emergency period has passed.
	Consider action to be taken to stop a similar situation from arising again in the future – set up review meetings once the event has passed to review 'lessons learnt'

11. Staff Contact List

Name	Job Title	Office Contact	Mobile Contact
Justin Cutbush	Contracts Manager	01889 582156	07977 243701
Carol Ward	Accounts Manager	01889 582156	07989 534948
Laura Mawson	Contracts Administrator	01889 582156	07812 015249
Richard Barratt-Phillips	Contracts Manager	01889 582156	07772 439965
Lee Dockerill	Contracts Manager	01889 582156	07855 959527
Leon Hodgkiss	Supervisor	01889 582156	07534131561
Tracey McGuckin *	Administrator	01889 582156	07866 067524
Garry Sutter	Contracts Manager	01889 582156	07496 272632
Jacquie Wright	Administrator	01889 582156	07802 888218
Claire Fisher	Administrator	01889 582156	07583 463848
Matthew Mantle	Yard Manager	01889 582156	07772 882736
Graham Jellyman *	Assistant Yard Manager	01889 582156	07815 626705
Paul Flaherty *	Yard Operative	01889 582156	07922 988530
Paul Conway	Supervisor	01889 582156	07929 005330
Martin Wilkes	Supervisor	01889 582156	07971 356905
Alison Swift	Auditor	01889 582156	07946 624303

FIRST AIDERS

12. Accessibility of the Plan

A hard copy of the plan is available in reception and in the offices upstairs. Electronic copies are available on the S drive and emailed to off site addresses for 3 officers.



Equality and Diversity Policy

1. Overview

JFE Attridge Scaffolding Ltd believes in equality, diversity and respect for all and recognises the value of an inclusive environment. We will ensure that all employees and users of services we provide are valued as individuals and are treated fairly and with respect.

Directors will ensure that employees are provided with an environment where they are able to work free from harassment or intimidation, and where regard is paid to their individual needs.

The policy covers our employees, visitors, customers, and supply chain partners.

The policy will be reviewed annually.

2. Scope

This policy encompasses the nine Protected Characteristics identified in the Equality Act 2010.

- age;
- race (which includes colour and ethnic/national origin);
- disability;
- religion or belief;
- sex;
- gender reassignment;
- pregnancy or maternity;
- sexual orientation; and
- marital or civil partnership status.

The company is committed to ensure the users of this policy are treated with dignity and respect. To achieve this, we will:

- recruit people based on relevant and applicable skills and ability.
- promote equality of opportunity and diversity awareness within our company.
- treat everyone fairly, with dignity and respect at all times.
- value people and their differences and enable all of our people to achieve their full potential in an inclusive environment.
- ensure that our staff understand equality and diversity issues through awareness training.
- take effective action to eliminate discrimination, prejudice, harassment, bullying and victimisation.

- commit to delivering our services to our customers in a fair, equal, inclusive and non-discriminatory way.

3. Discrimination

Discrimination can be described as:

- **direct discrimination:** this is when somebody is treated less favourably because of a protected characteristic than somebody else has been, or would have been, in identical circumstances.
- **indirect discrimination:** this is when a group of people with one of the protected characteristics (subject to exceptions) is put at a disadvantage by a provision, criterion or practice applied to all staff unless the treatment is justified for a good business reason.
- **harassment:** this is when a hostile, humiliating, degrading, intimidating or similarly offensive environment is created in relation to a protected characteristic. We also consider it harassment for a worker to be subjected to uninvited conduct related to a protected characteristic that — as an intended or unintended consequence — violates their dignity.
- **victimisation:** this occurs when a worker has complained about harassment or discrimination, or supported a colleague in their complaint, and is then treated less favourably as a result.

4. Our Standards

Our employees are expected to accept personal responsibility for implementing and adhering to the principles of this policy. Our employees have a responsibility to behave in a way that is not offensive to others and to encourage others to do the same.

It is the manager's responsibility to lead by example and ensure this policy becomes a reality in the workplace, taking preventative measures to stop any form of inequality or harassment.

Should an individual believe they are a victim of discrimination, harassment or unfair treatment they should raise their concerns through the Grievance policy.

Any individual who fails to adhere to the Equality and Diversity policy may be subject to disciplinary action through the Disciplinary policy.

5. Recruitment and Selection

The company is an equal opportunities employer. Recruitment and selection are key activities where equality of opportunity is important and where discrimination must be avoided. We carry out all recruitment, promotion and other types of selection procedures, on the basis of merit, using non-discriminatory and, as far as possible, objective criteria.

Vacancies will be advertised in a place to widen the group of suitably qualified and experienced people, and to enhance diversity as appropriate.

Selection will be based on requirements which are necessary and justifiable for the effective performance of the job. Selection decisions will be based on merit and suitability.

6. Training and Development

The Company is committed to a continuing programme of action to make this policy effective and bring it to the attention of all employees.

All new starters will be provided with a copy of the Equality and Diversity policy which will be briefed at induction.

Staff will receive equality and diversity awareness training which will be refreshed regularly.

All employees will be given equality of opportunity and, where appropriate and possible, training will be available to staff based on individual and service need to enable them to progress both within and outside the company.

7. Monitoring

We may record and analyse information about equal opportunities within the workplace, and when you join the Company you give us consent to gather and process this data about you.

We use the information to make sure this policy is operating properly and refine it, to review the composition of the workforce, and to promote workplace equality.

James Attridge – Director





J.F.E. Attridge

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Modern Slavery and Human Trafficking Policy Statement

This statement is made pursuant to s.54 of the Modern Slavery Act 2015 and sets out the steps that JFE Attridge Scaffolding has taken and is continuing to take to ensure that modern slavery or human trafficking is not taking place within our business or supply chain.

Modern slavery encompasses slavery, servitude, human trafficking and forced labour. JFE Attridge Scaffolding has a zero tolerance approach to any form of modern slavery. We are committed to acting ethically and with integrity and transparency in all business dealings and to putting effective systems and controls in place to safeguard against any form of modern slavery taking place within the business or our supply chain.

We expect all or who have, or seek to have, a business relationship with the Company, to familiarise themselves with our modern slavery and human trafficking policy and to act at all times in a way which is consistent with its values. We operate a number of internal policies to ensure that we are conducting business in an ethical and transparent manner. These include:

JFE Attridge Scaffolding brief description of relevant policies, for example:

1. Recruitment policy. We operate a robust recruitment policy, including conducting eligibility to work in the UK checks for all employees to safeguard against human trafficking or individuals being forced to work against their will.
2. Code of business conduct. This code explains the manner in which we behave as an organisation and how we expect our employees and suppliers to act.
3. Refusal to Work Policy is intended to provide guidance on how concerns can be communicated to the Company. Concerns about suspected modern slavery associated with the Company or its suppliers may be reported by employees in this manner.

Our Suppliers

The Company expects the same high standards from all its contractors, suppliers and other business partners, and the Company is evolving and updating our contracting processes to include specific prohibitions against the use of force, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children. The Company expects its suppliers to hold their own suppliers to the same high standards. Whilst recognising the Company's statutory obligation to set out the steps it should take to ensure that modern slavery and human trafficking is not taking place in its supply chains, the Company acknowledges that it does not control the conduct of individuals and organisations in its supply chains.

JFE Attridge Scaffolding operates a supplier policy and maintains a preferred supplier list. We conduct due diligence on all suppliers before allowing them to become a preferred supplier. This due diligence includes an online search to ensure that particular organisation has never been

convicted of offenses relating to modern slavery [and on site audits which include a review of working conditions]. Our policy forms part of our contract with all suppliers and they are required to confirm that no part of their business operations contradicts this policy.

In addition to the above, as part of our contract with suppliers, we require that they confirm to us that:


- They have taken steps to eradicate modern slavery within their business
- They hold their own suppliers to account over modern slavery
- (For UK based suppliers) They pay their employees at least the national minimum wage / national living wage (as appropriate)

We may terminate the contract at any time should any instances of modern slavery come to light

Ultimate responsibility for the prevention and the prevention of modern slavery rests with the Company's leadership. The board of directors of the Company has overall responsibility for ensuring this policy and its implementation complies with its legal and ethical obligations. They should receive any reports of suspicions of modern slavery and human trafficking.

Managers and Team Leaders at all levels are responsible for ensuring those reporting to them understand and comply with this policy.

Following its initial adoption, this Modern Slavery and Human Trafficking Policy will be reviewed on a regular basis (at least annually) and may be amended from time to time.



James Attridge (Director)

12-12-23