

# CODE OF PRACTICE FOR SUBCONTRACTORS

- **Introduction**
- **Competence**
- **Quality Management**
- **Considerate Constructors Scheme**
- **Site Induction**
- **Safe Systems of Work**
- **Tools and Equipment**
- **Personal Protective Equipment**
- **Environmental Management and Waste Control**
- **Behaviour and Conduct**
- **Facilities Provided by Elliott Off-Site**
- **Employers' Liability and Third Party Insurance**
- **Control of 2nd Tier Contractors**
- **Payment**
- **Variations and Extra Work**
- **Confidentiality**

## **Introduction**

The purpose of this Code of Practice is to set out rules and procedures that will apply to all Elliott OSS and Modular Rental projects in order to ensure that work is carried in a controlled manner, in accordance with Elliott Group Health and Safety Policy, Elliott IMS Procedures, the principles of the Considerate Constructors Scheme and site specific Construction Phase Health and Safety Plans and Site Rules.

All Subcontractors on our approved subcontractor register will be expected to sign up to this code of practice and to comply with the code on each and every contract on which they are appointed.

This Code of Practice relates to both construction sites and the factories

## Competence

Under the Construction (Design and Management) Regulations 2007 / 2015 Elliott OSS and Modular Rental have a duty to verify that its subcontractors are competent and subcontractors have a duty to verify that all operatives employed are competent to carry out their specific tasks.

As part of our vendor assessment procedure all prospective subcontractors. All Contractors are required to hold a minimum status of Constructionline Silver with an SSIP accreditation. Anyone who does not hold this accreditation will be required to complete a vendor assessment process which will be validated by a member of our SHEQ team. Elliott reserves the right to carry out a supplier audit of the sub-contractor at any time. It is the sub-contractor's responsibility to ensure that all information, insurances etc are kept up to date. Elliott reserves the right to refuse entrance to a site should these expire.

We have also mandated that all operatives entering Elliott OSS and Modular Rental sites will, as an absolute minimum, have passed the CSCS test and hold CSCS cards appropriate to their individual level of skill.

Over and above this minimum standard, subcontractors shall ensure that all operatives are competent to carry out the specific tasks, and to use power tools and plant allocated to them and where appropriate hold the necessary qualifications and certificates required by statutory legislation. Evidence of competence / certification will be required at the site induction process and copies will be held on site by the Site Agent.

Individual method statements produced by subcontractors are to specify the level of competence that operatives undertaking the task should possess and the operatives allocated to the specific task should sign the method statement to signify that they have the necessary skill and competence.

On particularly sensitive sites or in instances where work is being carried out in close proximity to children, operatives may be required to be DBS checked.

## Supervision and Management

The subcontractor shall ensure the manager of the subcontractor is trained and competent to Site Managers Safety Training Scheme (SMSTS)

If the subcontractor is attending the construction site with less than three men one of the men must be a supervisor and hold as a minimum the Site Safety Supervisors Training Scheme SSSTS qualification

If the subcontractor's workforce is constructed of separate teams, each team will be managed by a supervisor, trained and competent to (SSSTS)

## Quality Management

Elliott OSS and Modular Rental operate a Quality Management system that is accredited to BS EN ISO 9001, and has formalised procedures in place to maintain this accreditation.

Each Site Manager has a copy of those procedures that apply to site operations and subcontractors are expected to fully comply with the general principles and to cooperate with site audits by our management and consultants.

Each Contracts Manager will produce a contract specific test and inspection plan setting out the stages of construction at which joint inspection of work carried out is to be undertaken by the Site Manager and the subcontractor's representative. Any work found to be defective is to be immediately rectified and re-inspected before the relevant section of the plan is signed off by both parties. In certain instances the Client's representative may wish to be involved in this process. Any tests required to comply with the plan, including provision of sample materials or workmanship, are to be carried out and /or provided free of charge by the subcontractor.

Any materials delivered to the site, for incorporation into the works, that are found to be defective must not be used and must be placed in the Quarantine area.

## Considerate Constructors Scheme

All Elliott OSS and Modular Rental projects exceeding £500,000 in value and where Elliott OSS or Modular Rental are Principal Contractor, may be required to be registered under the Considerate Constructors Scheme.

The Considerate Constructors Scheme is the national initiative, set up by the construction industry, to improve its image.

Sites and companies that register with the Scheme, sign up and are monitored against a Code of Considerate Practice, designed to encourage best practice beyond statutory requirements.

The Scheme is concerned about any area of construction activity that may have a direct or indirect impact on the image of the industry as a whole. The main areas of concern fall into three main categories: the environment, the workforce and the general public.

A CCS Monitor will visit site once or twice during the progress of a contract and will audit standards of performance against their 8 point code of practice for, consideration, environmental awareness, cleanliness, good neighbouring, respect, safety, responsibility and accountability.

As the results of these audits are used in meeting BREEAM requirements and in assessing OSS or Modular Rental performance when tendering for future works, we expect all subcontractors to sign up to the principles of the CCS and to take an active part in complying with the eight point plan.

## Site Induction

All subcontract operatives arriving on the construction site or factory for the first visit must report to the Site Agent / Manager, sign the attendance register and receive a site specific site induction.

Where Elliott OSS or Modular Rental is not the Principal Contractor of the construction site, the induction may be delivered by the Principal Contractor

On all subsequent visits they must report to the site office and sign the attendance register. They must also sign out when leaving site.

The induction will cover the nature of the contract, any known hazards, any restricted access, the site rules, details of site facilities and emergency procedures. Operatives are required to show their CSCS cards (mandatory requirement on all OSS and Modular Rental Sites) together with proof of competence / certification for the tasks they are employed to carry out. They will also be required to demonstrate an understanding of task specific method statements and risk assessments and to sign the documents to signify their understanding.

At completion of the induction they will be required to sign the site induction form.

On particularly sensitive sites where work is being carried out in close proximity to children and the public, operatives may be issued, and required to wear, photographic identity badges issued by the Site Manager.

## Safe Systems of Work

A copy of the relevant parts of the Construction Phase Health and Safety Plan will be issued to all subcontractors with their official order. The Elliott Group Health and Safety Policy and manuals will be integrated into the plan. A copy will also be held on site by the Site Manager and will be available to all subcontractors on request. Subcontractors must comply fully with the Health and Safety Plan and the Elliott Group Health and Safety Policy.

All subcontractors must prepare and submit project specific risk assessments and method statements and submit them to our office for approval 14 days prior to commencement of their subcontract works. Generic documents will not be accepted.

Subcontractors must ensure that all work is carried out in accordance with all legal and statutory requirements including, but not limited to, the Working at Height Regulations 2005, Manual Handling Regulations, and CDM Regulations

No work will be allowed to commence before risk assessments and method statements have been approved in writing and signed by the operatives carrying out the works.

COSHH assessments will be required for all subcontractor supplied materials and products.

Permits to work will be required and should be requested from the Site Manager for the following activities:

Excavation (permit to dig)

Hot works

Work in confined spaces

Work involving live electricity including Safe Isolation and Energisation of Electrical Systems

Use of ladders and step ladders and 'hop ups'

Subcontractors are responsible for supervision of their own works by appropriately skilled and qualified staff. NOTE – Where sub-contractors are providing 10 or more operatives to any one site they should also provide a suitably qualified first aider.

When requested to do so subcontractors must attend site progress meetings, health and safety meetings / briefings and tool box talks.

All accidents, incidents, dangerous occurrences or near misses, no matter how insignificant must be reported immediately to the Site Manager.

## Management of Health and Safety

The Subcontractor must ensure that they employ a person / company / consultant who is competent to provide health and safety advice as required by the Management of Health and Safety at Work Regulations. The subcontractor must ensure they manage their workforce safely and they monitor their work by using the competent health and safety resource. The frequency of the monitoring process which will include site inspections will be determined on the risk of the work and duration.

Regular inspections will be required to be conducted by the Elliott Site Manager and the Subcontractor's Manager with a record made of the inspections including any relevant actions required to be taken.

The frequency of inspections will be determined by the risk of the work conducted by the subcontractor and the duration of the project and relevant works.

## Fit for Work

The subcontractor must ensure their employees are fit to carry out the work they employ them to do. This will require the work to be risk assessed for the hazards which are inherent to the work which the contractor is conducting.

For example – working at height, use of mobile plant and equipment, use of hot works, works which create air born dust



## Tools and Equipment

With the exception of fixed scaffolding, scaffold towers, general crange and forklift trucks and general lighting, all task specific tools, tackle equipment and plant necessary for their element of the works, are to be provided by subcontractors and the cost will be deemed to be included in the subcontract price.

Responsibility for all items of plant and equipment brought to site or hired in including its suitability, safety, insurance and security rests with the subcontractor.

All plant and equipment brought to site or hired in is to be supported by current test certification including PAT testing for electrical tools and equipment.

The operative using the plant and work equipment must be qualified and competent in its use. Proof of competence will be required to be shown to the site manager as requested.

All power tools are to be either 110 volt or battery powered.

Specialist tools which are 240 volt will only be allowed on site with permission of the Elliott Site Manager, and Residual Current Device (RCD) accompanied with a specific risk assessment

Hand held or guided tools are to be selected with the lowest possible vibration and noise levels.

Use of powered saws require to be fitted with dust extraction (Class M) to reduce the hazard of air born dust. Where dust masks are required the operative must have received face fit training.

Ladders are permitted for access only. They must be securely tied or footed by another operative when in use. No painted ladders will be allowed.

No stepladders are permitted on Elliott OSS or Modular Rental sites unless their use is justified via a site specific risk assessment which has been approved by our project management team. A permit to work must be issued for all step ladders. The risk assessment must determine why alternative means of working at height, such as mobile towers or podium cannot be used.

Mobile scaffold towers are to be erected and altered by PASMA certified operatives ONLY. Any scaffold towers already erected by others are to be inspected by a competent person before being used. If the mobile tower is in position for more than 1 week the competent PASMA trained operative must inspect the tower and complete the SCAFTAG form to be attached to the mobile tower.

Under no circumstances must any alterations to standing scaffolding be made other than by the appointed scaffolding subcontractors. Standing scaffolding can only be used if labelled as safe to use. If there is any doubt regarding the safety status of scaffolding the Site Agent should be consulted. The scaffold shall be erected to the TG20:13 guidelines

## Personal Protective Equipment

As an absolute minimum, all operatives and delivery drivers entering an Elliott OSS and Modular Rental site must wear a safety helmet, safety footwear, light eye protection and a high visibility waistcoat.

In order to maintain a corporate image and ensure that equipment of an acceptable standard is in use, safety helmets and waistcoats marked with the company logo will be made available by Elliott Off-Site. Safety footwear, light eye protection and task specific PPE including waterproof clothing is to be provided by the subcontractors.

Subcontractors will be permitted to provide helmets and work wear bearing their own company logo but under no circumstances will logos of any third party / main contractor be accepted.

The requirement for task specific PPE shall be assessed by the subcontractor as part of the risk assessment and method statement process and operatives are to be fully informed of PPE requirements during task briefing.

There may be occasions when OSS and Modular Rental project management deem that further PPE, such as hearing protection may be required. This PPE must be provided by the sub-contractor prior to commencing works.

The subcontractor shall ensure when using Respiratory protection Equipment (RPE) that a 'Fit Test' has been conducted, the operative is trained and the correct type of RPE is being used

## Environmental Management and Waste Control

Elliott OSS and Modular Rental divisions operate an Environmental Management System that is accredited to ISO14001.

This requires all of our employees and sub-contractors to work within the parameters of the system and to cooperate with any procedures or initiatives that are in place.

An Environmental Aspects and Impacts register is completed for all projects where Elliott is Principal Contractor. All subcontractors are expected to assist in completing the assessment, provide information regarding their works and possible impact on the environment and to comply with any restrictions that are implemented prior to and during the project.

A site specific Site Waste Management plan will be prepared for each contract by the Contract Manager, a copy of which will be held on site by the Site Manager.

All subcontractors will be expected to assist in the preparation of the plan by identifying the types and quantities of waste that are likely to be produced by their element of the works.

Details of the plan will be made available to the each subcontractor with his official order.

Dedicated skips will be hired in for each of the waste materials identified in the plan to maximise potential for recycling and reduce the quantity of waste being disposed of to landfill.

All subcontractors are expected to clear away, and deposit in the skips provided, the waste generated by their own operations. This must be carried out in a sensible manner to limit the number of skips required by compacting waste as much as possible.

General labour provided by Elliott OSS or Modular Rental is for the purpose of general site cleanliness and not for clearing away subcontractors waste. In the event of a subcontractor failing to manage its own waste, resulting in clearance by our general labour, a contra charge may be levied.

## Behaviour and Conduct

All operatives and visitors to site must report to the Site Manager and receive a site induction and sign the attendance register before entering the site, and must sign out when leaving site.

All operatives have responsibility for their own safety and the safety of fellow workers, especially those new to the site, and must refrain from horseplay, abuse of welfare facilities and be positive in suggesting ways of eliminating hazards.

All operatives must use correct tools and equipment for the job, use safety equipment and wear protective clothing as prescribed in method statements and risk assessments and avoid improvisation which could expose them to unnecessary risk. As an absolute minimum safety helmets, safety footwear and high visibility waistcoats must be worn at all times except in the site cabins.

Any operative who does not feel competent to carry out a specific task must inform the Site Manager and seek further advice.

All accidents, near misses, incidents or dangerous occurrences must be reported to site management including any defective plant or equipment or any obvious health risks.

In the event of a serious fire, operatives are instructed to vacate the area immediately and raise the alarm to warn others. All operatives should meet at the designated fire point. The Site Agent will contact the emergency services and isolate the area.

Should the fire be of a minor nature, fire fighting equipment is provided on site in noted locations and in the site cabins. This should only be used by trained operatives for small fires and if an exit is blocked by fire. .

Whilst on site appropriate clothing must be worn at all times - i.e. no shorts, bare tops or vests. A T-shirt is minimum upper body clothing) in hot weather

The use of radio, personal stereos mp3 players and similar devices is not allowed.

The use of a mobile phone is only allowed in designated safe area identified by the Elliott Site Manager.

All food and refreshments are to be consumed within designated areas. Hand washing facilities are provided to enable operatives to exercise good hygiene.

Operatives must refrain from using language that could cause offence to others

All working areas to be kept tidy and all rubbish is to be deposited into designated skips.

Operatives must avoid direct contact or fraternisation with staff, patients, pupils or the general public associated with buildings on or adjacent to our sites.

Smoking is prohibited on site and in the site cabins and will be restricted to designated smoking area. Sites that the Client has designated as totally smoke free will have a total smoking ban. Similar restrictions apply to vaping and e-cigarettes.

Alcohol and drugs are prohibited on all Elliott Group sites. Random testing or For Cause testing following incidents or suspected substance abuse for drugs and alcohol may be carried out without notice.

Any person suspected to be under the influence of drugs and alcohol shall be removed from site

No one under 18 years of age will be permitted to work on the site

Young and inexperienced workers are to be fully supervised, by their relevant supervisor / manager. Our site manager will ask for the relevant 'Young Persons' risk assessment for inclusion in the Construction Phase Plan.

Elliott OSS and Modular Rental operate a Red and Yellow card warning system for breaches in EHS compliance to site rules. A Green card is used to promote good practice and EHS Excellence.

## Facilities Provided by Elliott Off-Site

The following facilities are provided to subcontractors on each contract, charges, if any, are to be negotiated at pre-contract stages:

- Site welfare facilities including toilets, mess, drying room and showers where applicable.
- Mess will generally include hot and cold drinking water, fridge and a microwave oven.
- First aid facilities are available in the Site Office. The Site Manager will always be a qualified first aider.
- Access lighting
- Site power at 110v to a single designated point
- Mains water supply to a single designated point
- Fire extinguishers (Please note: Subcontractors carrying out hot works will be required to provide task specific fire extinguishers)

Subcontractors are expected to make use of these facilities in a safe and responsible manner and not interfere with, alter or damage any of the equipment provided.

## Plant and Equipment Competency Requirements

A variety of plant and equipment is used on our constructions sites. The following table highlights some of the common items and the relevant training required by OSS and Modular Rental.

Item of Equipment	Evidence of Competence Required
Mobile Tower Scaffold	PASMA
Mobile Elevated Platform	IPAF 3a or relevant CPCS card
Mobile Elevated Boom	IPAF 3b or relevant CPCS card
Push Around Vehicle (PAV)	IPAF 3a, 3b or PAV
Excavator 180° below 5 tonnes	Relevant CPCS Card*
Excavator 180° above 5 tonnes A10	Relevant CPCS Card*
Rough Terrain Masted Forklift	Relevant CPCS Card*
Forklift Side-Loader	Relevant CPCS Card*
Industrial Forklift Truck	Relevant CPCS Card*
Telescopic Handler	Relevant CPCS Card*
Slinger/ Signaller	Relevant CPCS Card*
Excavator 360° below 10 tonnes	Relevant CPCS Card*
Mobile Crane	Relevant CPCS Card*
Appointed Person - Lifting Operations	Relevant CPCS Card*
Abrasive Wheel/Chopsaw	ROSPA or other recognised training
Scaffolder	NASC membership, relevant scaffolder / advanced scaffolder card
Safety Net Rigging	FASET membership

\* - NOTE that OSS and Modular Rental will only accept CPCS as evidence of competence.

## Employers' Liability and Third Party Insurance

The sub-contractor shall adequately insure all employers' Liability and Third Party (including Third Party Fire) risk arising out of the execution of any Works, and produce on demand, if requested, the Policies of such insurances, together with receipts for premiums.

In case of neglect by the Sub-contractor to effect the insurances, the Contractor shall be at liberty to insure on behalf of the Sub-contractor and to deduct the premium so paid from any monies due or becoming due to the Sub-contractor.

## Sub-Contractor - Use of 2<sup>nd</sup> Tier Sub-Contractors

The subcontractor shall not subcontract works to a second tier contractor without the permission of the Elliott Group via a Site Manager or other senior Elliott representative. This permission must be given by Elliott in writing (including by e-mail), and is subject to proof being provided that the second tier contractor fulfils all criteria required of an approved subcontractor.

The use of a second tier contractor must be signed off by the Elliott UK SHEQ team.

If Elliott gives its permission to the use of a second tier sub-contractor, it will always be on at least the following minimum conditions regardless of whether such conditions are mentioned when permission is given.

Any such contractor must be;

1. An existing Elliott Approved Sub Contractor
2. Hold one or more of the following accreditations, Safe Contractor, CHAS or Achilles Building Confidence and a minimum of Silver Constructionline membership. (Note valid certification is required as evidence).
3. Proof must be provided that the Elliott Subcontractor operates a sub contract approval system in line with Elliott requirements. This will require documented evidence and may be subject to audit.



## Payment

Payments, (both interim and final) will be made to the Sub-contractor as and when the value of such works under the terms of any Principal Contract in force is included in a certificate to Elliott and Elliott receives the monies due there under.

The subcontractor must make monthly applications for payment as instructed by the subcontract order.

All interim payments shall be on account only, and these shall not be held to signify approval by Elliott of the whole or any part of the works executed nor shall any final payment prejudice any claim the Elliott may have under the terms of any Principal Contract in force against the Sub-contractor in respect of any works, either for making good any defects appearing before the expiry of the defects liability period of any Principal Contract in force, or as may be otherwise provided therein.

If the Sub-contractor fails to comply with any of the conditions of any Sub-contract, Elliott reserves the right to suspend or withhold payment of any monies due or becoming due to the Sub-contractor.

Elliott also reserves the right to deduct from any payments certified as due to the Sub-contractor and/or otherwise to recover the amount of any bona fide contra accounts and/or other claims which Elliott may have against the Sub-contractor in connection with any other contract.

Elliott further reserves the right to set-off costs incurred under any sub-contract from other sums due to or owed to the sub-contractor under any other sub-contract, framework agreement or purchase order entered into between the Sub-contractor and the Contractor (or any other contractor which is an affiliate, subsidiary or parent company of the contractor as such terms are defined by the companies act 2006)

Certain Principal Contracts may require the provision of Collateral Warranties in favour of the Client. Provision of these warranties, if required, is a condition precedent prior to the payment of any sums to the subcontractor under the subcontract order.

## Variations and Extra Work

No variations shall vitiate any Sub-contract, but the Sub-contractor shall not undertake work involving a variation or extra work without previous authority from Elliott.

Variations or extra work so authorised shall be assessed on the basis of a Schedule of Rates or, where no Schedule exists, at a rate of value to be agreed between the Sub-contractor and the Contractor and/or the Employer's Surveyor.

No day work will be permitted except where, in the opinion of the Contractor or the Employer's Surveyor, it would be unfair to value such work at other than daywork rates.

Where work is agreed to be carried out on a daywork basis, payments for such work will be made upon the net cost of wages and/or allowances properly payable under the appropriate Working Rule Agreement to workmen actually and necessarily engaged upon the work, plus the percentage addition for labour agreed, and upon the net cost of materials provided by the Sub-contractor, plus the percentage addition for materials agreed. If no percentage is agreed, the addition to labour and to materials shall be agreed between the Sub-contractor and the Contractor and failing agreement, shall, subject to any provision to the contrary in any Principal Contract, be determined by the Employer's Surveyor.

The foregoing percentages shall be held to include all national and other insurances and holidays with pay contributions, use and waste of non-mechanical plant, sharpening of tools, foreman supervision and all overhead charges and profits.

Where the Sub-contractor considers he has claim to daywork, due notice must be given to the Contractor prior to its execution in order to facilitate checking the time and materials expended thereon, and all daywork sheets shall be rendered on the day the work is executed.

The signature of the Contractor's foreman will not be recognised as authorising a variation or extra order, nor be considered conclusive evidence either as to hours worked, or materials supplied, unless written confirmation is received from the Contractor.

## Confidentiality

All details of subcontract enquiries and orders must be treated as confidential, must only be disclosed to third parties in a confidential manner, with similar confidentiality restrictions on the third party and only for legitimate reasons related to the project. Elliott are sometimes required to enter into Non-Disclosure Agreements and disclosure of information in a non-confidential manner could lead to court action.