**APPENDIX A**

**SCAFFOLDING WORKS**

**For Scaffolding Erected On Behalf Of the Employer**

SUMMARY

1. 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. This Safe Working Procedure gives advice on the measures to control the hazards associated with scaffolds.

2. The procedure sets out the standards for construction so as to ensure the scaffold structure is stable, capable of withstanding foreseeable loadings and provides employees with a safe secure working platform.

3. Some basic rules for the safety of those erecting and dismantling scaffolds are set out later in this appendix.

4. The procedure also sets out advice relating to lifting equipment associated with scaffolds.

5. Statutory requirements as to testing, inspection, thorough examination and keeping of records are set out.

6. Emphasis is placed upon the need to protect third parties such as the public and tenants from the risk of being struck by falling materials. The measures necessary to minimise the risk of unauthorised persons gaining access to scaffolds are set out.

INTRODUCTION

7. Many scaffolds are erected on behalf of the Employer each year. Some are erected at the direct request of the Employer for its employees, or its contractors to work upon, whilst others are erected at the request of contractors working on behalf of the authority.

8. Scaffolds erected on behalf of the Employer are often erected on occupied buildings. They are normally erected to provide a safe working platform to carry out construction activities. However, the scaffold, and the activities taking place on it, present risks to employees and members of the public alike.

9. Many accidents occur nationally each year to persons erecting or working on scaffolds. Much damage is done, and lives are lost, when scaffolds collapse because they are overloaded or inadequately tied to the structure.

10. This Safe Working Procedure sets out the Employer’s policy for controlling risks associated with scaffolds. Direct employees and contractors working for the Employer must be required to comply with the safeguards specified.

SCAFFOLD CONSTRUCTION

11. The Construction, Design and Management Regulations 2007 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. Limited deviations from table 1 can be accepted without a full design drawing providing a competent person can confirm in writing via a method statement etc, the soundness of the scaffold.

GENERAL CONSTRUCTION

12. 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 2007, including the inspection requirements and the need for it to be erected by competent persons.

Working Platforms

13. 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.

14. 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.

15. 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 facia is being replaced. The extended rail must be returned to the wall.

16. 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

17. 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. Steps which need to be considered by anyone involved with such work are included later in this Appendix. It is aimed not only at those directly working in the scaffolding industry but also to clients, CDM Co-ordinators and principal contractors.

INSPECTION OF SCAFFOLDS AND REPORTS

18. It is a statutory requirement that scaffolds are inspected by a competent person:

* 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;
* 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.

19. 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 2007. The competent person must also provide a copy of the report to the person for whom it was carried out within 24 hours.

20. 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.

21. Scaffolds erected on behalf of the Employer for use by Southampton City Council employees will be inspected and tagged prior to use as detailed in this appendix.

CONSTRUCTION (HEAD PROTECTION) REGULATIONS

22. Anyone working on a scaffold should wear a safety helmet at all times as required by the Construction (Head Protection) Regulations 1989 (as amended). Southampton City Council employees failing to wear head protection may be subject to disciplinary action. In the event of contractors’ employees failing to wear head protection, the contractor should be notified without delay.

LIFTING APPLIANCES ASSOCIATED WITH SCAFFOLDS

23. 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.

24. 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.

25. 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.

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

27. 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.

28. Safe Working Procedure No 67 – Safe Use of Lifting Equipment gives more details on the safe use of lifting equipment. A copy is available on request.

29. Requirements with regard to suspended scaffolds are set out in Safe Working Procedure No 12. A copy is available on request.

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

31. 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

32. 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.

33. 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.

34. 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

35. 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

36. 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.

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

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

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

40. 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.

41. 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.

42. 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.

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

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

45. 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

46. 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.

47. 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.

48. 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.

49. 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.

**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 2007

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 standards.

**SCAFFOLD/ASSOCIATED LIFTING EQUIPMENT AND**

**CRADLE INSPECTION PROCEDURE**

**The following procedure must be followed in all instances where employees are required to work on general access scaffolds, tower scaffolds or suspended cradles:**

Consultation will take place at an early preconstruction stage involving the appropriate supervisor, Inspection Officer and the Scaffold Contractor to discuss specific safety requirements of the particular job.

A competent person (Inspection Officer) will inspect the scaffolding and lifting equipment before it is used.

For power operated suspended cradles and other Lifting Equipment, the contractor will supply copies of current Certificates of Test and Thorough Examination. A handover certificate must also be obtained from the contractor on initial erection, and on each subsequent repositioning.

If the scaffolding/lifting equipment is cleared for use, a Scaftag and green insert are secured near to the access point and the site register signed “in good order”. If the scaffolding/lifting equipment is not cleared, a Scaftag without the green insert will be fixed to the scaffold and an appropriate entry must be made in the site register.

No one must access a scaffold unless it has a valid Scaftag with green insert fixed to it. No Scaftag or a Scaftag minus the green insert, means DO NOT ACCESS.

Once a scaffold has been erected NO-ONE must interfere with the construction in any way, unless it is absolutely essential. Alterations must be made by competent personnel only. Following alterations the Inspection Officer must be notified in order that the scaffold can be re-inspected before further work is carried out.

**NOTE:**

**UNAUTHORISED INTERFERENCE WITH A SCAFFOLD IS A SERIOUS OFFENCE AND MAY RESULT IN PROSECUTION.**

Weekly and other inspections by a competent person will take place in line with the requirements of the Construction, Design & Management Regulations 2007 and The Lifting Operations & Lifting Equipment Regulations 1998 and an entry will be made in the appropriate register.

**GUIDANCE ON WHAT CONSTITUTES A DESIGN SCAFFOLD**

INTRODUCTION

TG20:08 Technical guidance on the use of BS EN12811-1, distinguish between when a scaffold can be designed and built by competent people, to a set of criteria laid down in the standard, by a people that have no particular structural engineering skills, and when a scaffold needs to be built by competent people, to a design produced by a person who is competent to interpret BS EN 12811-1 in more detail and who understands structural design principles.

It is important for designers, CDM Co-ordinators, principal contractors and scaffolding contractors to have a reasonable understanding of when a scaffold is outside the realms of one which can be built without a design. This guide seeks to give some direction on this.

It is very difficult to give an absolute set of criteria and it is important if there are any doubts to seek advice from a competent person.

This guidance will be based upon an independent tied scaffold as this is the most common scaffold used on behalf of this Employer.

WHAT CONSTITUTES A STANDARD SCAFFOLD

In simple terms a scaffold is a framework which supports a working platform. It is made from standard materials which form two inside and outside frames of horizontal and vertical member which form boxes. The inside and outside frames are tied together with transoms. The scaffold is then braced in two directions to give it rigidity. Finally it must be tied to the structure.

There are many rules of construction set out in the BS EN12811-1 that must be complied with but key factors to the strength and stability of the scaffold are the bay lengths and widths set out in Table 1 Load classes for access and working scaffolds made from tube and fittings and the lift height which generally should not exceed 2.0 metres. Straightforward scaffolds up to 50 metres high, and constructed to the bay lengths and widths in Table 1, with lift heights not exceeding 2.0 metres, are generally speaking non-design scaffolds. The number of lifts with the appropriate loading must not exceed those set out in Appendix A.

To be a non-design scaffold the scaffold must also be adequately tied to the building in line with Appendix A from BS EN12811-1

As can be seen from Appendix A sheeted scaffolds up to 25m high are permissible as non-design scaffolds as long as they are adequately tied. Great caution must be exercised over this and in exposed areas a design should be required.

Hoist towers do not generally have to be designed as long as they are built and tied to the structure in accordance with the criteria set out in BS EN12811-1. It is extremely important that the hoist manufacturer’s instructions are obtained and followed. If hoist towers are going to be used as loading bays then a design should be obtained.

When a scaffold moves away from this basic format the need for a design must be considered.

In simple cases generic designs may be adequate.

**N.B When a scaffold is designed, it must be accompanied by whatever calculations, method statements and drawings are necessary to make clear how it is to be constructed.**

REMOVING OF LEDGER BRACING

All scaffolds should include full retention of ledger bracing as a default condition when first erected. If the ledger bracing is subsequently removed the maximum safe height of a basic scaffold is reduced. Ledger bracing should only be removed if the appropriate table in appendix ‘A’ of TG20:08 Guide to Good practice for Scaffolding with tubes and Fittings has been used for ‘part ledger braced’ scaffolds, to determine its maximum safe height.

Further more. Ledger bracing should only be removed at the request of the procurer and then only from a maximum of two working lifts, provided the safe height does not exceed that calculated for the “part ledger braced scaffold”. As the scaffold and/or other work progresses up the building, the ledger bracing should be reinstated on the non-working lifts to maintain continuity of triangles, before any further ledger bracing is removed. At no point in this procedure should more than two levels of scaffold be erected without ledger bracing.

THINGS THAT MAY MAKE A SCAFFOLD A DESIGN SCAFFOLD

The number and loading of lifts outside the criteria set out in Table 1.

Exposed locations

Bay lengths outside the criteria set out in Table 1, for example to span outhouses

Linked with the above item, the introduction of beams

Wide scaffolds outside the criteria set out in Table 1

Scaffolds over 50m in height

Difficult terrain – uneven, sloping, soft, cellars, drains and adjacent excavations, etc

Proximity to highways, traffic passing, etc

Loading bays

Mechanical loading

Supporting, propping or dead shore structure

Cantilevers

Heavy duty fans

Sheeting or netting of structures over 25m high and outside the criteria in Table 1

Abnormal building facades, and where adequate fixings cannot be obtained, and possibly buttresses may have to be considered.

The scaffold exerting a load on another structure e.g. a roof, outhouse or canopy, etc

Anything else out of the ordinary

 **SCAFFOLD DESIGN CHECKLIST**

|  |  |  |
| --- | --- | --- |
| Location: | Job Number: | Date: |

|  |  |  |
| --- | --- | --- |
|  | Yes | No |
| More than 2 boarded operational lifts |  |  |
| Abnormal winter/weather conditions – exposed location |  |  |
| Over 50 metres in height |  |  |
| Ground conditions/levels (sloping side, soft ground) |  |  |
| Local environment (adjacent to a roadway) |  |  |
| Bridging of outbuildings, conservatories, entrances, etc. |  |  |
| Out of the ordinary |  |  |
| Loading bays within structure |  |  |
| Exerting additional loads onto existing structure, e.g. roof |  |  |
| Excess loading on lifts |  |  |
| Supporting, propping or dead shore structure |  |  |
| Cantilever sections |  |  |
| Fully netted or sheeted |  |  |
| Large fan structure |  |  |
| Condition of the façade not allow ring bolt fixings |  |  |
| More than 4 + 1 board wide |  |  |
| Mechanical loading taking place |  |  |

If there are any Yes’s then a Design Scaffold may be required – Seek Further Advice

**IF IN DOUBT ASK!**

|  |
| --- |
| Action taken |

**APPENDIX B**

**POLLUTION CONTROL**

**POLLUTION INFORMATION NOTE**

**CONSTRUCTION SITES – NOISE AND ATMOSPHERIC POLLUTION ISSUES**

**Construction Sites - Legal Requirements**

**What Does Construction Work Include?**

Construction activities can include the construction, alteration, repair and maintenance of buildings or structures and demolition work. Such operations are inherently noisy and often take place in areas which are quiet beforehand, and which will be expected to be quiet again after the work has ceased.

Although construction work is naturally noisy, there is legislation and guidelines surrounding construction work, which should be adhered to.

**What Legislation Do I Have To Adhere To?**

The City Council has powers under the Environmental Protection Act 1990 and the Control of Pollution Act 1974 to control noise and atmospheric pollution from construction sites.

The Environmental Protection Act 1990 requires the City Council to investigate complaints of statutory nuisance, for example, noise, dust, fumes, odour and smoke from bonfires.

**What Is A Statutory Nuisance?**

A statutory nuisance can be described as an act that causes unreasonable disturbance to the use and enjoyment of someone’s property.

In all cases, the best practicable means of minimising nuisance must be adopted. This means that the design, installation, maintenance and periods of operation of plant and machinery must seek to minimise annoyance to neighbours.

**What Are The Penalties for Not Complying With The Law?**

In cases where a Council officer witnesses a statutory nuisance, an Abatement Notice will be served on the person or company responsible. The notice will give a timescale, which may be immediate, to abate or minimise the nuisance. Failure to comply with a notice can lead to prosecution and a £20,000 fine.

**Noise Pollution Control**

The most important thing to remember with regards to noise from construction sites is the accepted hours for noisy works. This means that noisy works should be restricted to the hours specified below:-

Normal hours of noisy work on construction sites are:-

Monday to Friday: 8am – 6pm

Saturday: 9am – 1pm

Sundays & Bank Holidays: No working

These hours may be varied in particularly sensitive sites. If noisy works are witnessed outside these hours, then the City Council can serve an abatement notice to prevent the noise.

**Air Pollution Control**

Under the Environmental Protection Act 1990 the City Council can impose requirements to prevent or abate nuisance from dust or smoke.

**Dust Nuisance**

Dust should be controlled at source by a water spray. The sprinkler system should be capable of reaching all dusty parts of the site. To ensure this can be done, an adequate water supply or sufficient storage must be provided with a means of disposal of wastewater.

The perimeter of the site should be screened to a sufficient height to prevent the spread of dust. Where this is not practicable, screening should be provided close to the source of the dust. Lightweight small mesh nylon sheeting is recommended.

**Smoke Nuisance from Bonfires**

It is not recommended to have bonfires on construction sites. The smoke they produce can cause a statutory nuisance to neighbouring properties.

**Dark or Black Smoke**

It is an offence to burn material that creates dark or black smoke and could result in a fine of £20,000.

**Asbestos**

Materials that are suspected to have an asbestos content must be properly identified before removal from site. Prior approval may be required for licensed removal contractors who must be employed to remove certain asbestos products.

**Methods of Working to Reduce Likelihood of Causing a Nuisance**

In all cases, the best practicable means of minimising noise on the site must be adopted. The following methods are recommended:-

**Use of Quieter Plant/Machinery:-**

For any particular job, the quietest plant and/or machinery should be used.

**Appropriate Equipment for the Job:-**

All equipment should be maintained in good mechanical order and fitted with the appropriate silencers, mufflers or acoustic covers where applicable.

**Stationary Noise Sources:-**

Stationary noise sources should be sited as far as possible from noise sensitive developments, and where necessary acoustic barriers should be used to shield them; such barriers may be custom made types, or may consist of site materials such as bricks or earth mounds. Plant and equipment should not be left running when not in use.

**Breaking up of Hard Material and Piling:-**

Breaking up of hard material, should preferably be carried out using equipment powered by hydraulic or electrical power. Any piling should be carried out by the method causing the minimum of noise and vibration. Consider auger piling instead of driven piling wherever possible. It should be noted that vibration can cause nuisance to occupiers of neighbouring buildings.

**Vehicle Nuisance**

The movement of vehicles to and from the site, e.g. delivery lorries, must be controlled and should not take place outside the accepted hours for noisy work unless with prior approval.

**Employee Supervision**

All employees should be supervised to ensure compliance with the noise control measures adopted. All sub-contractors must be made aware of these requirements. The principle contractor is responsible for enforcing controls on site.

**Radio Noise**

Care should be taken to ensure that radios cannot be heard off site and that employees do not cause unnecessary noise by shouting or dropping equipment or materials, such as scaffolding poles.

**For Further Information**

If you would like any further information or have any queries regarding information within this leaflet, please contact the Scientific Service on the following contact details:-

Environmental Health Service

Southampton City Council

Floor 5, One Guildhall Square

Above Bar Street

Southampton

SO15 1YG

Phone: 023 8083 2383

Fax: 023 8083 3075

Email: environmentalheath@southampton.gov.uk

Alternatively, further information is available from the HSE:-

Telephone - 01256 404000

Website - [www.hse.org.uk](http://www.hse.org.uk)

Further guidance is also provided within British Standard BS 5228, entitled ‘Noise control on construction and open sites’.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All written information is available, on request, in **larger** print, Braille on audio tape and on disk. It is also available in other languages. Please contact 023 8083 2628.

**APPENDIX C**

**FORM OF CONTRACT GUARANTEE BOND**

**CONTRACT NO. EC09/01/[NUMBER]**

**CONTRACT GUARANTEE BOND**

**In respect of the performance of contracted Works between
Southampton City Council and [CONTRACTOR]**

**(1)**

**[SURETY]**

**and**

**(2)**

**[CONTRACTOR]**

**And**

**(3)**

**SOUTHAMPTON CITY COUNCIL**

**THIS BOND** is made the day of 20

**BETWEEN**

**(1) THE SURETY** and

**(2) THE CONTRACTOR;** and

**(2) THE COUNCIL**

**WHEREAS**

(1) By a Contract, the Contractor agreed to carry out the Works on the terms set out therein.

(2) The Council requires that this Bond be completed to secure its interests with regard to the Works and in particular to enable it to complete the Works in the event of breach by the Contractor of the terms of the Contract or the Contractor’s insolvency.

(3) The Surety has agreed with the Council at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Bond subject to the limitation set out in clause 2.

**THE PARTIES HEREBY AGREE** as follows:-

1. Defined terms are contained in the attached Schedule.

2. The Surety hereby binds itself and its successors and assigns to the Council. The maximum aggregate liability of the Surety under this Bond shall not exceed the Bond Amount but subject to such limitation and subject to clause 4 the liability of the Surety shall be co-extensive with the liability of the Contractor under the Contract.

3. Subject to clause 2, the Surety guarantees and covenants with the Council that:

(a) in the event of a breach of the Contract by the Contractor;

(b) in the event that the Contractor:

1. having a liquidator appointed;
2. having a receiver or Law of Property Act 1925 receiver appointed;
3. having an administrator or administrative receiver appointed;
4. having a provisional liquidator, receiver or manager of its business or undertaking appointed;
5. entering into a voluntary arrangement with its creditors;
6. having a winding-up order made against it;
7. having possession taken by or on behalf of any holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge;
8. being in circumstances which entitle the Court or a creditor to appoint or have appointed a liquidator, administrator, receiver, manager or administrative receiver, or which entitle the Court to make a winding-up order;
9. ceasing to exist; or
10. any other analogous arrangement, event or proceeding; or

(c) The Contractor otherwise being unable to perform all the terms of the Contract;

the Surety shall satisfy and discharge the damages sustained by the Council under or arising out of the Contract, taking into account all sums due or to become due to the Contractor.

4. Whether or not this Bond shall be returned to the Surety the obligations of the Surety under this Bond shall be released and discharged absolutely upon Expiry save in respect of any breach of the Contract which has occurred and in respect of which a claim (or notice of a future claim when the damage can be quantified) in writing containing particulars of such breach has been made upon the Surety before Expiry.

5. The Contractor having requested the execution of this Bond by the Surety undertakes to the Surety (without limitation of any other rights and remedies of the Employer of the Surety against the Contractor) to perform and discharge the obligations on its part set out in the Contract.

6. None of the following shall release, reduce, affect or discharge the Surety from its liability under this Bond:

(a) The Council approving an extension of time for performance of the terms of the Contract or the Works;

(b) Any variation or addition in the terms of the Contract;

(c) Any variation or addition in the extent or nature of the Works;

1. Any waiver, indulgence, forbearance or concession granted by the Council of any of the Contractor’s obligations under the Contract or any other compromise, or settlement of any dispute between the Council and the Contractor (but so that the Council shall not pursue the Surety a remedy contrary to the terms of any such compromise or settlement insofar as the Contractor shall have complied with such terms);
2. Any agreement, conduct, omission, breach or repudiation relating to the Contract by the Council or the Contractor;
3. The liquidation, administration or other insolvency arrangement, event or proceeding in respect of the Contractor.

7. This Bond shall be additional to any other guarantee or security from time to time held by Employer and shall not be affected by any failure to call upon, release or waiver of any such guarantee or security. The rights of the Council under this Bond are in addition to and without prejudice to any other rights the Council may have against the Contractor directly by reason of the Contract.

8. In any of the circumstances set out in Clause 3(b) above, the Council may, without issuing tenders, instruct one of its direct services organisations to complete the Works but such instructions shall in no way release the Surety from this Bond.

9. Any claim by the Council under this Bond shall:

(a) Be made in writing;

(b) State which of the events set out in Clause 3 above has occurred;

(c) Set out the amount of the claim;

(d) Be signed by or on behalf of the Council’s Head of Legal Services; and

(e) Be sent to the Surety’s registered office.

10. The Council may transfer or assign the benefit of this Bond upon notice to the Surety.

11. The provisions of the Contract (Rights of Third Parties) Act 1999 are excluded in respect of this agreement and no party other than a party to this Bond is entitled to enforce any of its terms for his own benefit.

12. This Bond shall be governed by and constructed in accordance with the laws of England and only the Courts of England shall have jurisdiction hereunder.

**THE SCHEDULE**

**Surety** (registered company number [NUMBER] whose registered office is at [ADDRESS]

**Contractor** (registered company number) whose registered office is [ADDRESS]

**Council SOUTHAMPTON CITY COUNCIL** of Civic Centre, Southampton, SO14 7LY

**Contract** The contract numbered EC09/01/[NUMBER] dated [DATE] made between the Council and the Contractor in the form of [INSERT FORM OF CONTRACT USED, EG JCT SBC/XQ 2005 Rev 2] for the performance of the Works for the sum [CONTRACT PRICE].

**Works** certain works namely [DESCRIPTION OF WORKS].

**Bond Amount** The sum of £[SUM]

**Expiry** The first to occur of either:

* 1. Receipt by the Employer of a Certificate of Making Good Defects or such other defect rectification period identified in accordance with clause [INSERT NUMBER] of the Contract; or
	2. Receipt by the Surety of written confirmation from the Council addressed to the Surety that the Surety is fully discharge from all liability under this Bond.

**BOND NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**N WITNESS** whereof the Surety, Contractor and the Council have executed this Bond as a deed the day and year first before-written

**EXECUTED AND DELIVERED AS A DEED by**

[SURETY]

in the presence of: -

|  |  |
| --- | --- |
| Director | Signature :  |
| Name IN CAPITALS :  |

|  |  |
| --- | --- |
| Director/Company Secretary | Signature :  |
| Name IN CAPITALS :  |

**EXECUTED AND DELIVERED AS A DEED by**

[CONTRACTOR]

in the presence of: -

|  |  |
| --- | --- |
| Director | Signature :  |
| Name IN CAPITALS :  |

|  |  |
| --- | --- |
| Director/Company Secretary | Signature :  |
| Name IN CAPITALS :  |

EXECUTED AND DELIVERED AS A DEED

**THE COMMON SEAL of**

**SOUTHAMPTON CITY COUNCIL**

Was hereunto affixed in the presence of: -

Authorised Signatory

**APPENDIX D**

**FORM OF PARENT COMPANY GUARANTEE**

**Volume 1 of 1**

**CONTRACT NO. EC09/01/[NUMBER]**

**CONTRACT**

**[TITLE]**

**between**

**(1)**

**SOUTHAMPTON CITY COUNCIL**

**and**

**(2)**

**[PARENT COMPANY]**

**THIS DEED** is made the day of 20

**BETWEEN:**

**(1)** **[PARENT COMPANY]** (Company Registration No. [NUMBER]) whose registered office is at [ADDRESS] (“the Guarantor”); and

**(2)** **SOUTHAMPTON CITY COUNCIL** of Civic Centre, Southampton SO14 7LY ("the Council”)

**WHEREAS**

A. This Agreement is supplemental to a contract (“the Contract”) of even date herewith made between the Council of the one part and [CONTRACTOR] (“the Contractor”) of the other part whereby the Contractor has agreed to carry out certain works namely [DESCRIPTION OF THE WORKS] (“the Contract”) upon the terms and conditions more particularly described therein.

B. The Contractor is a subsidiary company of the Guarantor within the meaning of Section 1159 of the Companies Act 2006.

C. The Guarantor has agreed to guarantee the due performance of the Contractor.

**NOW THE GUARANTOR HEREBY COVENANTS** as follows:-

1. The Guarantor will in all respects absolutely, irrevocably and unconditionally guarantee the due and proper performance of the Contract and the due observance and punctual performance of all the obligations, duties, undertaking, covenants, warranties, indemnities and conditions (whether actual or contingent) by or on the part of the Contractor under or arising out of the Contract and to be observed and performed by the Contractor (the “obligations”).

2. In the event of the Contractor failing to carry out, observe or perform all or any of the said Obligations (unless relieved from the performance of any part of the Contract by statute or by the decision of a court or tribunal of competent jurisdiction or at the Employer’s option) then the Guarantor will be liable for and shall indemnify and keep indemnified the Beneficiary against all losses, damages, costs, claims, proceedings, interest and expenses which may be incurred by the Council by reason or in consequence of:-

(a) any default on the part of the Contractor under or arising out of the Contract; or

(b) the Contractor

1. having a receiver appointed;
2. having a receiver or Law of Property Act 1925 receiver appointed;
3. having a administrator or administrative receiver appointed;
4. having a provisional liquidator, receiver or manager of its business or undertaking appointed;
5. entering into a voluntary arrangement with its creditors;
6. having a winding-up order made against it;
7. having possession taken by or on behalf of any holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge;
8. being in circumstances which entitle the Court or a creditor to appoint or to have appointed a liquidator, administrator, receiver, manager or administrative receiver, or which entitle the Court to make a winding-up order;
9. ceasing to exist; or

(viii) any other analogous arrangement, event or proceeding; or

(c) otherwise being unable to perform the terms of the Contract.

Provided always that the Guarantor shall owe the same but no greater duties to the Council than it would owe to the Council if the Guarantor was jointly named as the contractor under the Building Contract and that it be entitled in any action or proceedings by the Council under this Deed to reply on any limitation in the Building Contract and to raise the equivalent rights in defence of liability (*except set-off and counterclaim*) as it would have against the Council if the Guarantor was jointly named as contractor under the Building Contract.

3. As between the Guarantor and the Council but without affecting the Obligations the Guarantor shall remain liable under this Deed as if it were the sole principal obligor and not merely a Guarantor.

4. None of the following shall release the Guarantor from its liability hereunder:

* 1. the Council approving an extension or extensions of time for performance of the terms of the Contract;
	2. any variation in or addition to the terms of the Contract;
	3. any variation in or addition to the extent or nature of the services comprised in the Contract;
	4. any waiver, indulgence, forbearance or other concession granted by the Council of any of the Contractor’s obligations under the Contract or any other compromise, or settlement of any dispute between the Council and the Contractor (but so that the Council shall not pursue the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the Contractor shall have complied with such terms;
	5. any agreement, conduct, omission, breach or repudiation relating to the Contract by the Council or the Contractor
	6. the liquidation, administration or other insolvency event, arrangement or proceeding.

5. This Guarantee is a continuing guarantee and accordingly shall remain in operation until all Obligations now or hereafter to be carried out or performed by the Contractor under or arising out of the Contract shall have been satisfied or performed in full. This Guarantee is in addition to and not in substitution for any other security and may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Contractor.

6. Insofar as any sums are due by the Contractor to the Council under the terms of the Contract then the Guarantor shall not claim any set off or counterclaim against the Contractor or prove in competition with the Council in respect of a payment by the Guarantor hereunder and in case the Guarantor receives any sums from the Contractor in respect of any payment by the Guarantor hereunder the Guarantor shall hold such monies on trust for the Council so long as any sums are payable (contingently or otherwise) under this Guarantee.

7. The Guarantor’s obligation and liability under this Guarantee shall continue notwithstanding any disclaimer of the Contract by a liquidator or administrator appointed to the Contractor and the Contract shall, for the purposes of this Guarantee, be deemed to continue notwithstanding any such disclaimer.

8. This agreement shall be governed by and be in accordance with English law.

**IN WITNESS** whereof the parties hereto have executed this agreement as a deed the day and year first before-written

**EXECUTED AS A DEED** by

**[PARENT COMPANY]**

acting by :-

|  |  |
| --- | --- |
| **Director**  | Signature |
| Name IN CAPITALS |

|  |  |
| --- | --- |
| **Director/Company Secretary** | Signature |
| Name IN CAPITALS |

EXECUTED AS A DEED

**THE COMMON SEAL** *of*

**SOUTHAMPTON CITY COUNCIL**

was hereunto affixed in the presence of :-

Authorised Signatory

**APPENDIX E**

**FORM OF COLLATERAL WARRANTY**

**CONTRACT NUMBER [..]**

**COLLATERAL WARRANTY**

**in connection with**

**[works] *[intended for use with sub-contractor or sub-consultant with material design responsibility, air conditioning or lift/escalator contractor]***

**(1)**

**[Sub-Contractor]**

**- and**

**(2)**

**[Contractor]**

**and**

**(3)**

**SOUTHAMPTON CITY COUNCIL**

**THIS DEED** is made the day of 20

**BETWEEN**

**(1) [Sub-contractor]** whose registered office is situate at **[address]** ("the Design Sub-Contractor") Registered Company No. […] and

**(2)** **SOUTHAMPTON CITY COUNCIL** of **Civic Centre Southampton SO14 7LY** ("the Council") which term shall include all permitted assignees under this Agreement

**WHEREAS**

(1) The Council has entered into a Contract, contract number **[…]** ("the Building Contract") with **[contractor]** whose registered office is situate at **[address]** ("the Contractor") for [works] ("the Project")

 (2) The Contractor has engaged or intends to engage **[Sub-contractor]** being the design sub-contractor (“the Design Sub-Contractor”) to design and install [SUB-CONTRACTOR WORKS] to comply with the Employers Requirements contained in the Building Contract for the project (the “Sub-Contract Works”). The Contractor and the Design Sub-Contractor have entered into a sub-contract for the Sub-Contract Works dated […] (“the Sub-Contract”)

**NOW IT IS HEREBY AGREED:**

1. In consideration of the payment of £1 by the Council to the Design Sub-Contractor, receipt of which is hereby acknowledged, the Design Sub-Contractor has agreed to enter into this agreement with the Council.

2. .1 The Design Sub-Contractor warrants that it:

1. has performed and will continue to perform diligently and promptly its obligations under Sub-Contract;

2. in the performance of its services in connection with the Project, has exercised and will continue to exercise reasonable skill, care and diligence to be expected of a competent and properly qualified specialist [INSERT SPECIALISM] experienced in performing services for works of a similar size, scope, nature, value, complexity and timescale to the Project; and

Provided that but subject to clause 2.3, the Design Sub-Contractor owes the Council the same (but no greater) duty of care as it owes the Contractor under the Sub-Contract.

.2 Insofar as the Design Sub-Contractor has performed a part of the Sub-Contract Works before the date of the Sub-Contract, the obligations and liabilities of the Sub-Contractor under this agreement shall take effect in all respects as if the Sub-Contract had been dated prior to the commencement of that part of the Sub-Contract Works by the Design Sub-Contractor.

.3 In any action or proceedings brought by the Council under this agreement, the Design Sub-Contractor shall be entitled to rely on any limitation in the Sub-Contract and to raise the equivalent rights in defence (other than in relation to set-off and counterclaim) as it would have had if the Council had been named as the employer of the Design Sub-Contractor under the Sub-Contract.

.4 In the event of any breach of this warranty, the Design Sub-Contractor shall be liable for and shall fully and promptly indemnify the Council against all liabilities, damages, costs, losses, claims, expenses, demands, and proceedings whatsoever and howsoever arising and whether directly or indirectly out of or in the course of or in connection with such breach by the Design Sub-Contractor, subject always to the Council's obligations to mitigate loss.

.5 The obligations of the Design Sub-Contractor shall not be increased or diminished by the appointment of any person by the Council to carry out any independent enquiry into any relevant matter

3. Without prejudice to the generality of Clause 2, the Design Sub-Contractor further warrants that he has not specified for use in the Sub-Contract Works:

.1 any goods or materials generally known in the profession of the Design Sub-Contractor to be deleterious to health & safety or the durability of the Project, in particular in the circumstances in which they are specified for use and having regard to the publication issued by Ove Arup entitled “Good Practice in the Selection of Construction Materials” (1997) sponsored by the British Council for Offices and the British Property Federation (as may be reviewed from time to time).

.2 any other goods or materials which at the time of specification do not accord with British or European Standards and Codes of Practice on the date upon which the materials was or is specified.

4. .1 The copyright in all drawings, reports, models, specifications, bills of quantities,

calculations and other documents and information prepared by or on behalf of the Design Sub-Contractor in connection with the Project (together referred to as “the Documents“) shall be vested in the Council and the Design Sub-Contractor hereby assigns the same to the Council but the Design Sub-Contractor shall have a licence free of charge to copy and use the Documents and to reproduce the designs and contents of them for any purpose related to the Project.

.2 Where the Design Sub-Contractor does not own the copyright in the Documents it shall use its best endeavours to procure the assignment of the copyright in such documents or, in the alternative, procure the grant to the Council of an unconditional irrevocable, royalty-free and non-exclusive licence to copy and use the Documents for any purpose whatsoever related to the Project or the Sub-Contract Works. The benefit of such licence shall be assignable without consent and the licence shall include the right to grant sub-licences.

.3 The Design Sub-Contractor shall not be liable for any use by the Council or its assigns of any of the Documents for any purpose other than that for which the same were prepared by or on behalf of the Design Sub-Contractor.

.4 The Design Sub-Contractor waives any moral right which it may have as the author of the Documents. Where the Design Sub-Contractor is not the author, the Design Sub-Contractor shall use its reasonable endeavours to obtain for the Council a corresponding waiver from the author.

5. .1 The Design Sub-Contractor shall take out and maintain with an insurance office or

underwriter of good repute carrying on business in the United Kingdom [professional indemnity insurance] [product liability insurance] in an amount of 2 million pounds (£2,000,000) (in the minimum) for each and every claim or series of claims arising out of any one event for a period of twelve years commencing on the date of Practical Completion of the Project, provided that such insurance remains available to the profession of the Design Sub-Contractor at commercially reasonable rates and on commercially reasonable terms.

.2 The Design Sub-Contractor shall immediately inform the Council if such insurance

ceases to be available and shall take all reasonable endeavours to secure the Council against any potential loss it would otherwise have been protected from (were it not for the unavailability of the insurance) by entering into a policy of superseding insurance (maintaining the highest level of insurance available to the profession), subject to the Council having agreed in writing that such policy of superseding insurance is acceptable.

.3 The Design Sub-Contractor shall, as often as requested by the Council, produce for inspection documentary evidence that its professional indemnity insurance is being maintained.

6. Without the proper written consent of the Council, the Design Sub-Contractor shall not:

.1 give any information in relation to the Sub-Contract Works, the site, or the Project which is not already in the public domain, to any third party, except where this is necessary for the Design Sub-Contractor to perform the Sub-Contract Works and its obligations under this agreement or the Sub-Contract.

.2 take or authorise the taking of any photographs of the Sub-Contract Works, the site or the Project for use in any publicity or advertising;

.3 Publish alone, or with another person, any article, photograph or other illustration relation to the Sub-Contract Works, the site or the Project;

.4 give any information in relation to the Sub-Contract Works, site or the Project to any radio or television programme.

7. The benefit of this Agreement may be assigned by the Council at any time by way of absolute legal assignment to another person without the consent of the Design Sub-Contractor being required and such assignment shall be effective upon written notice thereof being given to the Design Sub-Contractor.

8. Any notice to be given by either party hereunder shall be deemed to have been duly given if it is sent by recorded delivery post to the other at its registered office or principal office, as the case may be.

9. No action or proceedings for any breach of this Agreement shall be commenced against the Design Sub-Contractor after the expiry of twelve years from the date of Practical Completion of the Project.

10. Except as this agreement expressly provides, this agreement does not affect the rights or remedies of either party in contract, tort or otherwise.

11. No person who is not a party to this agreement has any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement provided always that this shall not affect any right or remedy of such person which exists or is available apart from such Act.

12. The construction, validity and performance of this Contract shall be governed by English Law and both parties acknowledge the exclusive jurisdiction of the English Courts.

**IN WITNESS** whereof the parties hereto have executed this deed the day and year first before-written

**EXECUTED AS A DEED** by

**[SUB-CONTRACTOR]**

acting by :-

|  |  |
| --- | --- |
| **Director**  | Signature |
| Name IN CAPITALS |

|  |  |
| --- | --- |
| **Director/Company Secretary** | Signature |
| Name IN CAPITALS |

*\* delete as appropriate*

**EXECUTED AS A DEED** by

**[CONTRACTOR]**

acting by :-

|  |  |
| --- | --- |
| **Director**  | Signature |
| Name IN CAPITALS |

|  |  |
| --- | --- |
| **Director/Company Secretary** | Signature |
| Name IN CAPITALS |

*\* delete as appropriate*

**THE COMMON SEAL** of

**SOUTHAMPTON CITY COUNCIL**

was affixed in the presence of:

Authorised Signatory

**APPENDIX F**

**FORM OF CONTRACT AGREEMENT**

**Volume 1 of 1**

**CONTRACT NO. EC09/01/[NUMBER]**

**CONTRACT**

**[TITLE]**

**between**

**(1)**

**SOUTHAMPTON CITY COUNCIL**

**and**

**(2)**

**[CONTRACTOR]**

**THIS CONTRACT** is made the day of 2015

**BETWEEN**

**(1) SOUTHAMPTON CITY COUNCIL** of Civic Centre, Southampton SO14 7LY (“the Employer”) **AND**

**(2) [CONTRACTOR]** whose registered office is at [ADDRESS] (“the Contractor”).

**WHEREAS** the Employer wishes certain works to be carried out, namely [DESCRIPTION OF THE WORKS] (“the Works”) and has accepted a Tender by the Contractor for the construction, completion and maintenance of the Works.

**IT IS HEREBY AGREED THAT**

1. This Contract incorporates the following documents and constitutes the entire agreement between the parties relating to the Works:

1.1 the Contractor’s tender dated [DATE] in the sum of [SUM] (“the Contract Sum”);

1.2 Contract Documents comprising:

1.2.1 Schedule of Amendments to the JCT Framework Agreement contained within the preliminaries.

1.2.2 Contract being the JCT Framework Agreement 2011.

1.2.3 Preliminaries (excluding the Schedule of Amendments to the JCT Framework Agreement with Contractors Design 2011 and the Appendices.

1.2.4 Appendix A Scaffold

1.2.6 Appendix B Pollution Control

1.2.7 Appendix G Sustainable Procurement Policy

1.2.8 Appendix C Form of Contract Guarantee Bond

1.2.9 Appendix D Form of Parent Company Guarantee

1.2.10 Appendix E Form of Collateral Warranty (other documents)

1.2.11 Appendix H Schedule of Drawings

1.2.12 Appendix J Fluctuations

1.2.13 KPIs and Performance measurement system

1.2.13 Preambles

1.2.14 Pricing Summary

1.2.15 Specification, drawings

1.2.16 Pre-Construction information

1.2.17 Completed questionnaire

1.2.18 Form of Tender

If there is a conflict or discrepancy between any of the contract documents the order of priority for interpreting the issue shall be the order of the documents listed above.

2. In consideration of the payments to be made by the Employer to the Contractor in accordance with this Contract, the Contractor agrees with the Employer to perform the Works in compliance with all the provisions of this Contract.

**IN WITNESS** whereof the parties have executed this Contract as a deed the day and year first before-written

**THE COMMON SEAL** of

**SOUTHAMPTON CITY COUNCIL**

was hereunto affixed in the presence of:

**Authorised Signatory**

**EXECUTED AS A DEED** by

[CONTRACTOR]

acting by:

|  |  |
| --- | --- |
| **Director**  | Signature |
|  | Name IN CAPITALS |
|  |  |
| **Director/Company Secretary\*** | Signature |
|  | Name IN CAPITALS |

*\* Please delete as applicable*

**APPENDIX G**

**SUSTAINABLE PROCUREMENT POLICY**

**SUSTAINABLE PROCUREMENT POLICY**

|  |
| --- |
| **The Council will meet its need for goods, services, works and utilities in a way that achieves value for money and ensures benefits to the economy and society whilst minimizing damage to the environment.** |

Subject to the requirements of procurement law and the need to ensure that potential contractors are treated in a non-discriminatory way, the Council will, through its procurement activities and using appropriate and effective evaluation techniques, strive to:-

* Promote use of local products and services
* Create job opportunities for local people, including NEETS, and increase the number of apprentices in employment.
* Address the issue of worklessness through providing training and job opportunities
* Engage effectively with the third sector, SMEs, and HE and FE institutions
* Influence the supply chain to deliver sustainable procurement
* Reduce carbon emissions and mitigate the impacts of Climate Change
* Increase the proportion of renewable energy and the use of energy efficient products
* Increase the percentage of reused, recycled and sustainable or ethically sourced materials, resources and products.
* Reduce the percentage of waste to landfill
* Reduce water use