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## HS 23

# Managing Contractors Policy

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## **1. INTRODUCTION**

- 1.1 This Policy has been produced in view of the need to ensure, so far as is reasonably practicable, that all types of contracts which fall outside the Construction (Design and Management) Regulations (CDM) are effectively managed with regards to health and safety.
- 1.2 For the purpose of this policy, a contractor is anyone the Council engages to carry out work that is not an employee.

## **2. POLICY STATEMENT**

- 2.1 The Council is committed to ensuring that where any work is carried out at its premises or on its behalf, it is done without risks to the health and safety of its employees and others.
- 2.2 The Council will seek to employ only competent contractors to carry out work on its behalf. To achieve this the Council will only let contracts to those who have demonstrated an understanding of health and safety and an ability to manage their work safely.
- 2.3 Any manager authorised to let contracts for work on the Council's behalf will ensure that, where appropriate, the contractor is from the Council's approved list.
- 2.4 Any manager authorised to let contracts will ensure that the contract includes a clear specification of the works to be carried out and of any rules which are applicable to the premises and the work that are required for the maintenance of safety.
- 2.5 For each contract, there will be a 'client representative(s)' who will liaise with the contractor and ensure that:
  - prior to work commencing, the contractor has been briefed on any aspects of the Council's activities and premises which could represent a risk to the contracted staff;
  - the contractor has prepared a Method Statement or similar defining the arrangements for safe working prior to authorising commencement of the works;
  - prior to commencement of the contract, there must be an exchange of information between the client and contractor in order to ensure, so far as is reasonably practicable, hazards are identified and risks eliminated or reduced to a minimum;
  - during the works, arrangements are in place to monitor the contractor for safe working;

- before work commences, advanced notification of the planned works is given to employees and managers who normally work in or travel through or adjacent to the area in which the works are to be undertaken;
- at the conclusion of each contract, a report is prepared on the performance of the contractor, which is to be considered when letting future contracts.

2.6 Attached to this policy is guidance for managers, which will be of assistance in complying with the policy

2.7 The responsibility for implementing the requirements of the policy and the preparation of an implementation strategy rests with each Director or Head of Service.

## POLICY GUIDANCE

### 3. WHY IS IT IMPORTANT TO MANAGE CONTRACTORS?

- 3.1 Poor management of contract staff is likely to involve costs to the Council in the form of accidents or incidents. Unwanted or unplanned events in the workplace invariably involve financial losses for the Council, whether directly or indirectly. Injuries and ill health are obvious costs, but there are also other costs that may be incurred, such as damage to plant and equipment, to the premises and to products.
- 3.2 Whilst some of the losses mentioned above may be recovered via insurance claims, it is estimated that these insured losses can amount to as little as 10% of the total losses sustained. This in essence means the Council bears the biggest losses.
- 3.3 Contract staff carrying out maintenance work can be the cause of accidents in the workplace. They are generally less familiar with the workplace than the employees of the Council, and yet are often carrying out work that is more hazardous. In order to minimise the potential for accidents and incidents arising from the work of contract staff, and to ensure that all concerned are aware of their responsibilities for health and safety, a detailed knowledge of relevant legislation is essential, hazards must be identified and control methods introduced before work starts.
- 3.4 Accidents and incidents can often be attributed to failures of the Council's control systems, which is ultimately the responsibility of senior management. Employers that have successful systems in place, particularly in respect of health and safety, are better managed and have a history of accidents and incidents that reflects this better management control.

### 4. THE LEGAL POSITION

- 4.1 There are many relevant legal requirements, depending upon the nature of the contractual work, examples of which are listed below:
  - **The Health and Safety at Work etc. Act 1974** requires all employers to provide safe places and systems of work, including safe plant and equipment. Section 3 extends this duty to non-employees, including visitors and contractors;
  - **The Management of Health and Safety at Work Regulations** require, for example, that all employers carry out risk assessments and ensure that workers are adequately informed, instructed and trained;
  - **The Workplace (Health, Safety and Welfare) Regulations** require employers to provide a safe place of work (the environment in which actual work takes place);

- **The Provision and Use of Work Equipment Regulations** require employers to ensure that equipment is suitable, properly maintained, that use of equipment engendering specific risks be restricted to trained employees allocated the responsibility, that equipment is safe to use (guards etc.), has suitable controls and control systems, can be electrically isolated and is properly marked with any warnings and identification required;
- **The Electricity at Work Regulations** require assessment of risks, ensuring equipment is properly constructed, installed and maintained and that installations are suitable for their environment. All work activities on electrical equipment, including maintenance, must be carried out safely, and electrical work may only be effected by persons competent for the tasks assigned;
- **The Occupiers' Liability Act** places a duty on all building occupiers to protect the safety of visitors or risk the awarding of damages;
- **The Unfair Contract Terms Act** specifically prevents the contracting out of legal liabilities. For example, no contractor who signs up to arrangements by which the client states that there isn't a valid fire protection programme can absolve the client from liability if a fire arises. The controller of the premises has a set of legal duties, which are effectively implied contract conditions and cannot be waived.

## 5. **FIVE STEP APPROACH TO MANAGING CONTRACTORS**

### 5.1 **Step 1 - Planning**

This step is about how to plan the contractor's job, and therefore it is important to look at the work to be done. If such work has been done previously, it may be useful to consider how the work was carried out and what lessons were learnt.

At this stage initial risk assessments must be carried out, and these will determine what further risk assessment work should be done before work commences. It is important to realise that where risks can be eliminated or resolved at this stage, this should be carried out. It is also appropriate to consider whether a permit to work system may need to be introduced to control some of the risks arising from the work. A permit to work is typically used where the work presents a risk of serious injury which cannot be controlled by normal physical safeguards.

Contractors also have responsibilities for preparing risk assessments under the Management of Health and Safety at Work Regulations. Their risk assessment should complement the client's and provide the client with information. Likewise, contractors will need information from the client about the job, the state of plant, etc., when preparing their risk assessment. This exchange of information is vital in ensuring that all risks associated with the job are covered.

Where appropriate, contractors, on appointment, may also prepare a detailed safety method statement on how they intend to carry out the job so that all risks are controlled and managed. This should be based on an assessment of the risks to the health and safety of employees and others who could be affected by the work.

A risk assessment is vital to both client and contractor in ensuring that the hazards of the job are successfully managed. Further information is set out at Appendix A.

### **Key points under Step 1**

- plan all jobs involving contractors;
- carry out a risk assessment during the planning stage and use it to decide what precautions are needed;
- exchange information (on appointment of the contractor).

### **Step 2 - Choosing a Contractor**

It is essential to consider what particular technical competencies are required of a successful contractor. It is also important to consider any initial safety requirements that may be stipulated. These points may eliminate some potential contractors at this stage. It is always important to request evidence of qualifications and competencies claimed by the potential contractor.

Other points that should be considered include cost and availability.

Information about the nature of the work and the specific safety requirements and site rules should be provided to all potential contractors. This will need to be covered in more detail at a subsequent 'face-to-face' meeting with the successful contractor, as will training for the contractor's staff. Where necessary, safety method statements should be requested from the contractor before work starts.

It is also important to find out whether the contractor intends to use sub-contractors. If sub-contractors are used, it will be necessary to ensure that steps are taken to check that they too are competent to undertake the particular work.



Attached at Appendix B is a checklist of the questions clients can ask a contractor.

### **Key points under Step 2**

- select contractors with health and safety as one of your key conditions;
- specify your requirements for health and safety;
- ask questions and get evidence. Find out, for example, their:
  - experience;
  - health and safety policy and practice;
  - training and competence;
  - supervision arrangements.
- develop preferred contractors - those you can rely on, with established arrangements for health and safety.

### **Step 3 - Contractors Working on Site**

It will be necessary to review risk assessments at the start of the work itself in case any relevant factors have changed since the contract was awarded. Once the work has commenced, the client should ensure that site rules and risk control measures are being enforced. Changes in circumstances may necessitate ongoing changes to the contract; at this stage it may be necessary to 're-visit' the planning stage if significant changes are made.

Contractors should be required to sign in and out so that there is an ongoing record of who is present on the site at any particular time. This is vital information for fire evacuations, etc., and will also allow the client to carry out checks on staffing levels, supervision arrangements, etc., if this is necessary.

The contractor should have a named point of contact within the client organisation, and one or more named alternatives in case this particular individual is not available. Arrangements for any sub-contractors also need to be carefully agreed.

### **Key points under Step 3**

- signing in and out is important for all contractors, whenever they come and go;
- all contractors need a site contact;
- pass on information about the site - the hazards and risks, site rules, emergency procedures, the alarm, first aid facilities, etc.;

- exchange information with them about the job and go through any safe working methods before work begins.

#### **Step 4 - Monitor**

The degree of contact necessary between the contract organisation and the client will obviously depend upon the nature and duration of the contract. For example, it may be appropriate to instigate a regular meeting, say weekly or monthly. It is important to confirm that work is being completed to the standards specified and within the agreed timescale.

If there have been any accidents or incidents, or changes in personnel, etc., these may need to be discussed. There may also be requirements for further risk assessments and/or a review of control measures to ensure that all risks continue to be reduced to the lowest possible level.

#### **Key points under Step 4**

It is important that you keep a check on how the work is progressing against:

- the plan;
- client's agreement, including the job specification;
- agreed working methods, including any 'permit to work' method statement.

Try to be proactive, not reactive. Don't just leave contractors to get on with the job.

#### **Step 5 - Reviewing the Work**

Once the contract work has been completed, it is important to carry out some form of review; again the extent of this will depend upon the nature and duration of the contract.

The review should consider the effectiveness of all the stages outlined above. It is useful to consider a number of general points at this stage:

- how effective was the initial planning?
- how did the contractor perform?
- how did the contract go, overall?
- what lessons, if any, can be learnt for similar contracts in the future?

The review stage provides useful information when drawing up lists of preferred contractors for future work.

### **Key Points under Step 5**

After the job is finished, review it to:

- evaluate quality;
- learn what went well and what didn't so the lessons may be applied next time.

Review the:

- contractor;
- work.

Keep a record!

## **6. ADVICE**

- 6.1 Advice on the implementation of the policy can be obtained from the Health and Safety Team, Human Resources, Ty Elai, Williamstown, CF40 1NY, telephone 01443 425531.

**RISK ASSESSMENT ARRANGEMENTS**

Regulation 3 of the Management of Health and Safety at Work Regulations (MHSWR) stipulates the requirement for suitable and sufficient assessments to be made of the risks to health and safety posed by any undertaking. Additionally, there are various requirements for specific risk assessments imposed by the following legislation:

- The Control of Substances Hazardous to Health Regulations;
- The Control of Lead at Work Regulations;
- The Control of Asbestos Regulations;
- The Manual Handling Operations Regulations;
- The Health and Safety (Display Screen Equipment) Regulations;
- The Control Of Noise at Work Regulations.

An initial general risk assessment (under MHSWR) of any contract work to be undertaken should indicate those specific risk assessments that should be undertaken to comply with the above legislation. The initial general risk assessment should be undertaken well in advance of the start of the contract, and this is then likely to identify the need for more specific risk assessments for particular areas of the contract work. Much of the information that is generated by these preliminary assessments can be used within the contract documentation (for tenders, etc)., to ensure that those contract organisations that are interested in the particular contract have sufficient health and safety information on which to base their tender or estimate.

The depth and detail of the risk assessments will depend upon the nature of the work to be undertaken, but in many cases there will be a requirement for further risk assessments to be carried out by both the client and the contract organisation as the contract progresses. All parties involved in the contract should be clear as to who has the responsibility for carrying out particular risk assessments. Clarification should be made in the contract where there is any possibility of dispute over responsibilities.

If general and specific risk assessments are carried out thoroughly, and then are carefully integrated, the end result is a detailed reference source in relation to:

- the hazards associated with the contract work;
- the risk assessments that relate to these hazards;
- the preventative measures that must be in place;
- the responsibilities of particular parties for specific preventative measures.

## **Responsibility for Risk Assessment**

It is of great importance to determine whether it is the client or the contractor who should take the responsibility for carrying out any particular risk assessment. In most straightforward cases the following applies:

### **The Client**

The client would be expected to define the nature and scope of the work and the particular tasks involved. The client should also determine the hazards involved with the work in relation to systems, procedures, premises factors, work processes and the nature of the work. For example, the client should consider whether contract staff might be exposed to hazardous substances as a result of the client's work activities. The client may need to review and/or revise existing risk assessments to take account of the contract work, particularly:

- risks relating to the task or operation and any additional control measures required;
- groups of people who may be at risk, such as young workers, expectant/nursing mothers, maintenance workers, etc.;
- potential situations that could lead to serious and/or imminent danger and any additional control measures required.

As discussed briefly above, this process should provide the contractor with sufficient information to plan and cost the work, making adequate provision for health and safety issues. The information can be provided to the contractor in a number of forms, such as within the contract specification, risk assessments, etc.

### **The Contractor**

The contractor is expected to use the information described above to plan and cost the work. The scope of the work and further risk assessments required in relation to the working environment, work processes, plant and equipment, etc. should also be taken into consideration by the contractor.

At this stage, the contractor should be in a position to identify the hazards associated with the work, assess the risks and determine appropriate control measures. Many contractors will incorporate this in the form of a method statement, a documented safe system of work or a specific health and safety plan. In most cases, the client should consider this information when selecting a contractor, as discussed above.

### **Saving Time and Effort**

There will be many cases where existing risk assessments can be used to contribute towards the new contract risk assessments, in order to avoid 're-inventing the wheel'. The contractor will, in many cases, have produced generic risk assessments for the types of work regularly undertaken which can be adapted and enhanced to take site-specific issues into consideration. The client should also have existing risk assessments for all its areas of work, and re-visiting these in the light of the contract work to be undertaken will often be a straightforward process. Obviously, all contract-specific risk assessments should be separately recorded, but if existing information and assessments are electronically stored this, again, should not be complicated.

### **Risk Assessment During the Life of the Contract**

Whilst most of the risk assessment work will be done before the start of the contract, there will be some types of contract, particularly construction, etc., where the situations in question change from week to week, and sometimes even hour to hour. In this situation, risk assessments will need to be constantly revised and updated, and in some cases completely new risk assessments will have to be carried out. In most cases, this responsibility will fall to the contractor, but again this should be agreed in the initial contract.

**EXAMPLE COMPETENCY CHECKLIST: QUESTIONS FOR CONTRACTORS**

**Experience**

- What experience do you have of our type of business?
- How familiar are you with the hazards in our business?
- Have you done this sort of job before? What are the main problems?
- Can you provide existing risk assessments or safety method statements, e.g., for a similar job?
- Can you supply references?

**Health and Safety Policy and Practice**

- Do you have a health and safety policy?
- Has HSE ever taken action against you?
- What are your health and safety procedures?
- Do you plan to use any sub-contractors?
- Will you provide a safe method statement for this job?
- What safety checks do you make on equipment and materials?

**Training and Competence**

- How is information about health and safety passed on to staff and sub-contractors?
- Can you show us your training programme and records?
- Have you got current certificates of competence and participation in health and safety training?
- Are you a member of a trade/professional body?

**Training and Competence (continued)**

- How do you ensure your sub-contractors are competent?
- How do you prepare your sub-contractors for working safely while on site?
- What health and safety training do you provide?

**Supervision**

- How do you plan to supervise this job?
- Who will be responsible for supervision on site?
- How are changes which arise during a job dealt with?
- How will you liaise with us?
- If you identify a problem, what action do you take concerning your staff or sub-contractors?
- Will you report incidents/accidents to us? - how?
- Are you prepared to abide by our rules?

**Clients should add their own questions that may arise over time and from experience**

Clients should try to gauge how seriously contractors take the subject. How do contractors react if you ask to see evidence of safe working procedures or training records? Beware of companies who say they'll provide them, then don't. How willing is the contractor to learn about, and comply with, your standards? What about regular contractors? If you don't know much about their health and safety procedures and technical competence, find out.

**MANAGERS CHECKLIST**

	✓ As Appropriate		
	N/A	Yes	No
• Are there agreements in place to ensure that managers are informed of the importance of managing contractors?			
• Are managers aware of the health and safety legal requirements regarding contractual work?			
• Is the 'five step' approach to managing contractors being taken into consideration?			
• Is the information given in Appendices A and B being taken into consideration?			
• Are there monitoring procedures in place to ensure that the requirements of the policy are being met?			

Completed by: \_\_\_\_\_  
(Signature)

Confirmed by: \_\_\_\_\_  
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