

# OPERATING PROCEDURES FOR ALL CONTRACTORS (SCOTLAND)

TO BE READ IN CONJUNCTION WITH ALL OTHER DOCUMENTATION PERTAINING TO WORKS ORDERS, LABOUR ONLY ORDERS OR THE LARGE PACKAGE CONTRACT, AS THE CASE MAY BE

## GENERAL PROVISIONS

1. In these Operating Procedures “the Company” means BDW Trading Limited and “the Contractor” means the individual firm company or organisation appointed or to be appointed by the Company to carry out works under the Works Order, Labour Only Order or the Large Package Contract.
2. All quotations in all cases must relate to the enclosed price schedules and/or prices per house type (where supplied).
3. Prior to commencing a new unit, the Site Manager should be consulted to ensure that any additional works or clients’ extras are not required.

## PAYMENT PROCEDURES

4. All payments will be made by BACS (Bank Automated Clearing System) method of payment. Payments will be made on a monthly or bimonthly basis (dependent upon payment terms) directly into the Contractor’s nominated bank account.

Therefore the Contractor must supply the Company with the following information: -

- (a) Bank or Building Society name
- (b) Bank or Building Society address
- (c) Account name(s)
- (d) Branch sort code
- (e) Account or building society account number
- (f) E-mail address (for future development)

Payments will not be made without the above information.

## HEALTH & SAFETY

5. Compliance with the “Barratt Developments PLC Safety Health & Environmental Code for Contractors (SHE form 09)” is mandatory and acknowledgement to comply with its requirements is required prior to commencing work.
6. In accordance with health and safety legislation (including the Health & Safety at Work Act 1974) the Contractor is required to demonstrate its health and safety competency to provide a safe workplace for its employees and to protect members of the public before commencing work on site, by either:
  - 6.1 Providing written evidence of annual competency assessment by accreditation to one of the Safety Systems in Procurement (SSIP) organisations, approved by the Company or, where the Contractor employs less than five persons or,

- 6.2 where the Contractor subcontracts works on site to any persons by completing and returning, the “Barratt Developments PLC Occupational Safety, Health & Environmental system, Safety Questionnaire for Non Accredited Sub- Contractors (SHE Form 57 or Form 57A)” and to maintain these documents with the Company on an annual basis.
7. All costs arising from the competency assessment must be borne by the Contractor.
8. The Contractor shall supply all labour materials tools, personal protection equipment and plant necessary for the execution of the works. The Company at its absolute discretion from time to time may permit the Contractor to use standing scaffolding ladders mechanical and non mechanical plant (“the Equipment”) for any such person engaged by the Contractor in any capacity or his agent at his own risk. No warranty or liability on the part of the Company is created or implied as to the condition suitability or fitness of the Equipment. The Contractor shall make good any damage caused to the works by the use of the Equipment and indemnify the Company against all payment cost loss damage or expense arising out of or in the course of such use.

## QUALITY & MATERIALS

9. N.H.B.C. Buildmark or equivalent - all properties on the development will be covered by the above scheme. It will be the Contractor’s responsibility to give a year guarantee for items covered by the scheme or equivalent
10. All materials for use in connection with the works shall be in accordance with the requirements of the NHBC or equivalent and of the relevant Statutory and Local Authorities.
11. The Contractor shall be responsible for all costs associated with the testing of materials provided by him to satisfy any Statutory and/or Local Authority requirements.
12. Under the [Construction Product Regulation 2011](#) (CPR) it is mandatory for manufacturers to apply CE marking to any of their products which are covered by a harmonised European standard (hEN) or European Technical Assessment (ETA).

From 1 July 2013, all Suppliers and Contractors MUST ONLY supply and fix construction products with a CE marking if they are covered by a hEN or an ETA as part of the CPR. A list of hEN products and the date of their applicability can be accessed by selecting the following hyperlink [http://ec.europa.eu/enterprise/policies/european-standards/harmonised-standards/construction-products/index\\_en.htm](http://ec.europa.eu/enterprise/policies/european-standards/harmonised-standards/construction-products/index_en.htm)

## SITE SET UP, SECURITY, OPERATING AND DEPARTURE

13. Where Works are to be carried out in advance of site set-up by the Company the Contractor shall be fully responsible for site security and provision of all his welfare facilities and such other facilities and attendances as are required for the carrying out of the works.
14. Where specific car parking facilities are provided for the use of the Contractor or any person engaged by the Contractor suppliers or their employees or agents, this facility must be used at all times. The Company will not accept any liability whatsoever for any damage caused, loss of or from vehicles parked on unadopted areas of the site/development.
15. All personnel must report to site management prior to the commencement of any work and must go through the Company’s safety induction procedures. Only those persons who can

- prove to the Site Manager that they have a CSCS, CPCS or other approved competency card relevant to the work activity will be allowed on site.
16. Where provided by the Company the Contractor may be required to contribute such reasonable amount as the Company directs to the provision of Company lighting, power, water, security, storage and accommodation for the site. The Company may deduct such amount from any sum due to the Contractor in respect of the works.
  17. Unless provided by the Company, the Contractor at his own expense shall provide or erect as necessary temporary workshops sheds offices or other buildings for any such persons engaged by the Contractor in any capacity or by his agent at such place or places on the Site as the Company directs and pay all rates taxes assessments and other outgoings appertaining thereto and supply all necessary lighting power and security for the purposes of the works. Water for the works will be available at the nearest stand pipe but the Contractor must allow for all expenses in conveying water there from to the works.
  18. Completed properties should be left in a clean and tidy condition with all surplus materials moved to the next property.

## **APPRENTICES**

19. It is the policy of the Company to encourage and promote the training of Apprentice craftsmen both directly employed by it and engaged by Contractors. Accordingly the Company may encourage those of its Contractors who have undertaken Works, and are likely (without obligation) to continue to undertake Works regularly for the Company to use such Apprentices in the carrying out of their Contract work for the Company from time to time. The Company shall not be obliged to offer the services of its employed Apprentices and Contractors shall be under no obligation to accept the offer of their services or to retain Apprentice directly. Such Apprentices who are employees of the Company shall at all such times remain such employees, and be under the overriding control and discipline of the Company. Notwithstanding the above, as between the Company and the Contractor, the Company accepts no responsibility for defective work undertaken by Apprentices and any such defective work or damage to materials or otherwise shall be the responsibility and at the risk of the Contractor just as if it had been carried out by the Contractor or any such person engaged by it. Contractors shall not be entitled to instruct Apprentices to undertake work other than in connection with work to be undertaken by the Contractor for the Company. Any arrangement for the provision of the services of the Company's Apprentices to the Contractor shall be terminable by either party at any time without notice.
20. Where the Company has agreed to provide and the Contractor has agreed to accept the services of an Apprentice indentured to the Company the work shall be undertaken by the Contractor but the Company shall be entitled to deduct from payments to the Contractor the cost of the Company's employment of the relevant Apprentice at the rate(s) notified from time to time by the Company to the Contractor.

## **APPLICABLE LAW AND JURISDICTION**

21. These Operating Procedures for all Contractors are governed by and construed in accordance with the laws of Scotland and the parties agree to submit to the exclusive jurisdiction of the Courts of Scotland.