

## Code of Practice for Sub-Contractors



## **FORWARD**

The purpose of this Code of Practice is to set out the key principles and standards to which we expect you, as one of our approved Sub-Contractors, to follow and uphold.

As one of our approved Sub-Contractors it is your responsibility to ensure that the contents of this Code of Practice are carried out and briefed to all your employees.

**Michael Hardy**  
**AmcoGiffen Head of Procurement & Supply Chain**

**CONTENTS**FORWARD

	Page
SECTION 1 - INTRODUCTION	4
SECTION 2 - DEFINITIONS	5
SECTION 3 – AMCOGIFFEN POLICIES AND RESPONSIBILITIES	6
3.0-3.5 Polices and Responsibilities	6
3.7 Health & Safety Requirements	7 - 9
3.8 Environmental Requirements	9 - 11
3.9 Drug & Alcohol Policy	11 – 13
3.10 Equality, Diversity & Inclusivity Policy	13 – 14
3.11 Business Ethics (Bribery and Corruption) Policy	15 – 19
3.12 Network Rail Guidance Note on the Management of Door to Door Work and Travel Time (Network Rail Contracts Only)	20 – 24
3.13 TFL Contract QUENSH Conditions – Control of Hours Worked (Transport for London contracts only)	25
SECTION 4 – ADMINISTRATION MATTERS FOR SUB-CONTRACTORS	
4.1 Administration Matters	26
4.2 Payment Administration	26
4.3 Data Protection	26
SECTION 5 – APPENDICES	
5.1 Attachment A – Subcontractor Environmental Data Submission Form	27 – 29
5.2 Attachment Two - Format for a Gifts and Hospitality Register	30
5.3 Attachment Three – Format for the Disclosure of a Potential Conflict of Interest	31



## SECTION 1 – INTRODUCTION

- 1.1 The purpose and issue of this Code of Practice represents the Policies and specific conditions and requirements of AmcoGiffen in respect of the conduct of Sub-Contractors carrying out work or providing materials and services on AmcoGiffen Sites.
- 1.2 It is expected that Sub-Contractors, as a minimum, will conduct their own works in accordance with the guidelines laid down in this document and for any deviation from its requirements, the Sub-Contractor must obtain prior written agreement from AmcoGiffen.
- 1.3 This Code of Practice has been prepared in order that Sub-Contractors adopt safe working practices, protect the environment and comply with various statutory standards.
- 1.4 It must not be assumed that the contents of this Code of Practice embrace every contingency and observance of the contents does not relieve the Sub-Contractor of their legal obligations, nor any obligation under the Conditions of Sub-Contract.
- 1.5 In addition to advising the Sub-Contractor of the requirements of AmcoGiffen, it is intended that once a Sub-Contractor has been issued with this Code of Practice, it will only be necessary to issue specific contract requirements to the chosen Sub-Contractor and thus reduce the amount of documentation for each Sub-Contract, where there is an ongoing and existing relationship.
- 1.6 **Specific Site Conditions:** - Statutory and other conditions relating to special measures or rules that are to be adhered to on any particular site, and will be advised to the Sub-Contractor in writing prior to commencement of any work on site.
- 1.7 **Choice of Sub-Contractor:** - Sub-Contractors will be chosen from a list of approved Sub-Contractors held by AmcoGiffen. Approval of a Sub-Contractor is governed by AmcoGiffen's own procedures. Failure to comply with AmcoGiffen requirements and procedures may result in work being removed from the Sub-Contractor's scope of works and, in extreme cases, may result in the Sub-Contractor being removed from the approved list until the Sub-Contractor has taken the necessary steps to comply with AmcoGiffen standards.
- 1.8 **Document issue:** - This Code of Practice will be issued on the following basis:
  - As part of the Sub-Contractor Approval Procedure
  - When contractually invoked via a Sub-Contract agreement.
  - When an update is necessary, e.g. change in legislation
- 1.9 **Receipt of this document:** - Sub-Contractors will be required to acknowledge the receipt of this Code of Practice. Sub-Contractors will also be asked to confirm their understanding and acceptance of the contents contained therein. It will be the responsibility of the Sub-Contractor to seek from AmcoGiffen clarification of requirements for any aspect within this Code of Practice.
- 1.10 **Copyright:** - This Code of Practice is the copyright property of AmcoGiffen and must not be reproduced in any format without express written permission.

## SECTION 2 – DEFINITIONS

- 2.1 **AmcoGiffen:** Whose head office is at: Amalgamated Construction Ltd, Whaley Road, Barugh, Barnsley S75 1HT.
- 2.2 **AmcoGiffen Sites:** A location or premises used for the execution of Contract Works undertaken by AmcoGiffen. It may/may not be under the control of AmcoGiffen.
- 2.3 **Code of Practice:** Represents the Policies and specific conditions and requirements of AmcoGiffen in respect of the conduct of Sub-Contractors carrying out work or providing materials and services on Amalgamated Construction sites.
- 2.4 **Contract Works:** Works undertaken by AmcoGiffen under a Main Contract.
- 2.5 **Main Contract:** A contract entered into by AmcoGiffen with a Client to carry out Contract Works.
- 2.6 **Main Contractor:** AmcoGiffen
- 2.7 **Policies:** Policies of AmcoGiffen requiring conformance by Sub-Contractors.
- 2.8 **QUENSH:** Quality, Environment, Safety and Health. (LUL standards)
- 2.9 **SHE&Q:** Safety, Health, Environment and Quality
- 2.10 **Sub-Contract:** The agreement/agreements entered into between AmcoGiffen and a Sub-Contractor to execute part of the Contract Works.
- 2.11 **Sub-Contractor:** An organisation contracted by AmcoGiffen to assist with the delivery of Contract Works on behalf of a Client.

## SECTION 3 – AMCOGIFFEN POLICIES AND RESPONSIBILITIES

3.1 This section provides the Policies of AmcoGiffen, which must be adhered by Sub-Contractors when carrying out their duties whilst on AmcoGiffen sites.

3.2 Policies are defined into two sections:

3.2.1 AmcoGiffen Specific Company Policies – covering:

- Health and Safety Requirements
- Environmental Requirements
- Drugs and Alcohol Policy
- Equality & Diversity Policy
- Business Ethics
- Network Rail Guidance on the Management of Door to Door Work and Travel Time

Sub-Contractors are required to conform to the policy requirements as defined in 3.2.1

3.3 Sub-Contractors are regarded as employers within their own right and will have responsibilities under the above Acts and Regulations. Main Contractor and Sub-Contractors have a duty of care to each other.

3.4 Sub-Contractors who sub-let will ensure that their Supply Chain shall abide by the conditions of this Code of Practice. Sub-Contractors may only sub-let works with the prior written approval of AmcoGiffen, which will be specified and detailed in the appropriate Sub-Contract order documentation.

3.5 AmcoGiffen will:

- Define the division of responsibility for the management of health and safety.
- Ensure effective implementation of Sub-Contractor's control mechanisms by audit.
- Ensure effective communication of health and safety related information specific to the Sub-Contract by site meetings and briefings.
- Consider together with the Sub-Contractor relevant issues affecting safety due to work activities.
- Control Sub-Contractor access to and from the worksite

### 3.7 Health and Safety Requirements

It is a condition of this Agreement that the Subcontractor/Operated Plant Hirer must adhere to the requirements of the Health and Safety at Work etc. Act 1974 and all regulations, codes of practice, applicable to that Act and in accordance with the Safety Policy of AmcoGiffen.

The following notes set out in broad principles those areas that AmcoGiffen will require a Subcontractor/Operated Plant Hirer to provide evidence that the Health and Safety at Work etc. Act 1974 will be adhered to.

3.7.1. The name and telephone number of one of the following persons: -

- (a) The Subcontractor's Health and Safety Advisor or
- (b) The name of the Subcontractor's full time resident employee on site who will be responsible for Health and Safety matters.

3.7.2. A copy of the Subcontractor's/Operated Plant Hirer's Safety Policy, together with the written arrangements for implementing that Policy and any written information or instructions on Health and Safety that is given to the Subcontractor's/Operated Plant Hirer's employees.

3.7.3. Confirm there is a health surveillance procedure in place for all employees or that they will comply with AmcoGiffen's procedure before commencing work onsite.

3.7.4. Confirm that a process exists that keeps you up to date with Legal, industry changes and current practice in regard to health & safety.

3.7.5. Evidence that all classes of employees are competent and trained as necessary, in particular:-

- |                              |                                   |
|------------------------------|-----------------------------------|
| (a) Drivers of all plant     | (b) Abrasive wheel mounters       |
| (c) Cartridge tool operators | (d) Woodworking machine operators |
| (e) Banksmen/Slingers        | (f) Safety Supervisors            |

3.7.6. All Subcontractor's/Operated Plant Hirer's plant/equipment (whether owned or hired) is to be thoroughly inspected before being put to work on site. Weekly instructions are to be recorded on site by a competent person and all relevant test certificates to be made available on site.

3.7.7. Written Risk Assessments are required to identify hazards, the calculated risk and the control measures required to reduce the risk to an acceptable level.

3.7.8. Written Method Statements / Work Package Plans and Risk Assessments will be required detailing your proposed method of construction/installation, including details of temporary works, the use of plant/equipment and any other information in order to establish that a safe system of work is proposed.

- 3.7.9. Where temporary works either below or above ground form part of the Agreement, the Company will require a copy of the Temporary Works proposals and Design Calculations where necessary.
- 3.7.10. Assessments under the COSHH Regulations will be required from the Subcontractor/Operated Plant Hirer. These assessments must detail the risk to any persons who may come into contact with any hazardous substances the Subcontractor may be using and the measures to be taken by the Subcontractor to control those risks.
- 3.7.11. Safe systems of work will be expected by the Company and will include the following operations:-
- |     |   |     |   |
|-----|---|-----|---|
| (a) | Entry into Confined Spaces                  | (g) | Control of Noise at Work                        |
| (b) | Locating underground services               | (h) | The use of gas containers                       |
| (c) | Demolition                                  | (i) | Excavations                                     |
| (d) | Structural steel works                      | (j) | Special-lifting operations                      |
| (e) | Work with asbestos                          | (k) | Tower crane erection, operation and dismantling |
| (f) | Work on electrical installations or systems | (l) | Use of hazardous substances                     |
|     |   | (m) | Work on contaminated land                       |
- 3.7.12. All electrical operated portable tools will be restricted to 110 volts, unless written approval is obtained from the Company, and the electrical system shall comply with the Electricity at Work Regulations 1989.
- 3.7.13. Employment of Young Persons
- You are required to notify site management of any young person employed on site. The Health and Safety at Work etc. Act 1974 requires that young persons at work must receive sufficient training, instruction and supervision to ensure their Health and Safety. All persons under the age of eighteen years of age shall also be subjected to a "Young Person's Risk Assessment".
- 3.7.14. It is a requirement that everyone must wear the appropriate PPE. As a minimum the following must be worn:
- Safety helmet,
  - High ankle safety boots (Not Rigger)
  - High visibility jacket or vest
  - High visibility trousers (Rail Only)
  - Gloves (See Policy)
  - Eye Protection (See Policy)
- Task specific PPE above the minimum requirement will be identified through the risk assessment process.
- 3.7.15. No operative must commence work on site unless they have received a site induction briefing by the delegated representative.**



### 3.8 Environmental Requirements

- 3.8.1. It is a condition of this Agreement that the Subcontractor/Operated Plant Hirer must adhere to:-
1. the Environmental requirements of the contract documentation;
  2. all applicable Environmental legislation and codes of practice.
- 3.8.2. Where the Subcontractor has been commissioned purely to provide design services then it need only refer to section 3.8.12 of these Environmental Requirements. Where the Subcontractor has been commissioned as a consultant who is not involved in either providing design services or in undertaking or managing any physical works on site then the requirements do not apply.
- 3.8.3. The Subcontractor/Operated Plant Hirer shall provide the following information associated with its work to AmcoGiffen's project representative:-
1. The name and telephone number of the following person(s): -
    - i The Subcontractor's/ Operated Plant Hirer's Environmental advisor, and/or
    - ii The name of the Subcontractor's/ Operated Plant Hirer full time resident employee on site who shall be responsible for Environmental matters.
  2. Written method statements (WPP's), where requested, incorporating the process for the management of Environmental risk associated with their work activities, for example, oil and silt pollution, waste disposal, noise and dust.
- 3.8.4. The Subcontractor/Operated Plant Hirer shall take due notice of all applicable Environment Agency/SEPA/NRW Pollution Prevention Guidance when preparing its Method Statements and/or undertaking work for the Company, in particular: -
1. PPG 5 - Works and maintenance in or near watercourses
  2. PPG 6 - Working on construction and demolition sites
- These Guidelines are freely available  
For England & Wales – via the Government web site:  
<https://www.gov.uk/guidance/pollution-prevention-for-businesses>
- For Scotland - via the NetRegs website:  
<http://www.netregs.org.uk/environmental-topics/pollution-prevention-guidelines-ppgs-andreplacement-series/guidance-for-pollution-prevention-gpps-full-list/>
- 3.8.5. No Subcontractor/Operated Plant Hirer employee shall commence work on site unless they have received a site Induction briefing by AmcoGiffen's project representative. It is the Subcontractor's/Operated Plant Hirer's responsibility to ensure that their employees have the resources, skills and knowledge to implement the environmental requirements of the contract.

- 3.8.6. Where the work activity requires the Subcontractor/Operated Plant Hirer, or its Sub- Subcontractor, to obtain/hold any environmental consent, permit, licence, certificate, notification, qualification or authorisation, then a copy of this documentation shall be passed to AmcoGiffen's project representative.
- 3.8.7. Where monitoring is required under the Subcontractor's/Operated Plant Hirer's Environmental consent, licence or permit to verify compliance with its requirements, a copy shall be passed to AmcoGiffen's project representative for review.
- 3.8.8. The Subcontractor/Operated Plant Hirer must complete Attachment A (Subcontractor Environmental Data Submission form) and submit this to AmcoGiffen's project representative along with any supporting information, for example, waste transfer notes or delivery advice notes.
- 3.8.9. Where the Subcontractor/Operated Plant Hirer finds itself in breach of a consent, licence or permit; has a pollution incident or receives a complaint from the public or regulatory authorities then this shall be reported immediately to AmcoGiffen's project representative.
- 3.8.10. The Subcontractor/Operated Plant Hirer shall be responsible for providing its own spill control material whilst operating and/or maintaining their plant and equipment on site. This shall be suitable and sufficient to deal with a typical spill resulting from their activities.
- 3.8.11. The Subcontractor or its sub-subcontractor, where purchasing timber or timber based products e.g. plywood, street furniture, etc. on behalf of AmcoGiffen shall only purchase timber that is certified to one of the following standards.
- Forestry Stewardship Council (FSC)
  - Programme for the Endorsement of Forest Certification (PEFC)
- The timber shall only be purchased from a Supplier who holds chain of custody certification to either the PEFC or FSC standards
- The Subcontractor shall provide evidence, by completing Attachment A (Subcontractor Environmental Data Submission form), that the:-
- timber procured on the contract is FSC or PEFC certified
  - Supplier holds chain of custody certification to PEFC or FSC.

#### **Design Service Provider**

- 3.8.12. Where the Subcontractor/Consultant provides design services then in addition to fully meeting the contract specifications it should also consider the potential environmental impacts (and associated cost-benefit) of its design in the form of the:
- a. materials used in construction (for example can secondary or recycled materials or materials from sustainable sources be used);

- b. methods required to construct (for example, to minimise the impact on the local Environment and to reduce the use of single use materials in temporary works);
- c. whole-life issues (for example the frequency of maintenance, part replacement and eventual demolition and disposal during its lifecycle).

### 3.9 Drugs and Alcohol Policy

- 3.9.1. This policy applies to all “employees” of AmcoGiffen, **INCLUDING** all subcontractors and all agency workers operating on behalf of the Company.
- 3.9.2. It is an offence under the Company’s Disciplinary Procedure to fail to comply with any of the rules contained within this policy, to fail a Drugs or Alcohol Test or to refuse to submit to a Drugs and/or Alcohol Test when requested to do so by either the Company or the client.
- 3.9.3. For the purposes of this policy illegal drugs include as a minimum (but are not restricted to) the following drugs or drug groups; Alcohol, Cannabis, Cocaine, Amphetamines, Barbiturates, Benzodiazepines, Propoxyphene, Methadone, Opiates, MDMA (Ecstasy), Ketamine and ANY type of “legal high”.
- 3.9.4. The Company’s disciplinary procedure will be applied in respect of the above and where a breach of the policy is proven it may result in the dismissal of an offending individual
- 3.9.5. Where a sub-contractor or agency worker is found in breach of this Policy, they shall be removed from site and shall be reported to their employer and *Sentinel*, if they hold a Sentinel Card.

#### Rules

- 3.9.6. Employees, sub-contractors and agency employees **must not**, under any circumstances:
  - 1. Report for duty whilst under the influence of, or in an unfit state due to, illegal drugs, “legal highs”, substance abuse (including glue or solvents) or alcohol.
  - 2. Be in possession of, or consume, illegal drugs, “legal highs”, abusive substances (including glue or solvents) or alcohol in the workplace, whilst on duty or when on call.

3. Drive any vehicle, whether Company owned or private, on Company business (including travelling to/from work) whilst under the influence of, or in an unfit state due to:
  - i. Illegal drugs, “legal highs”, substance abuse (including glue or solvents);
  - ii. Alcohol;
  - iii. Certain prescription drugs that have not been specifically prescribed to the individual (namely clonazepam, diazepam, flunitrazepam, larazepam, methadone, morphine or opiate and opiate based drugs, oxazepam and temazepam).
- 3.9.7. The alcohol limit applicable to ALL employees, subcontractors and agency workers operating on behalf of the Company whilst at work, driving ANY Company vehicle or a private vehicle on Company business, on duty or on call, is a maximum of 13 micrograms of alcohol per 100 millilitres of breath, or the equivalent in urine or blood has been applied.  
**PLEASE NOTE THIS LEVEL IS WELL BELOW THE LIMIT ALLOWED FOR NORMAL DRIVING PURPOSES IN THE UK.**
- 3.9.8. *ALCOHOL CONSUMPTION GUIDELINES: To commence work with a zero or near zero alcohol level, individuals should not consume any alcohol at all in the 12 hours before starting work, and in the 12 hours prior to that should not consume more than 5 units of alcohol. 1 unit being equivalent to ½ pint of standard strength beer.*
- 3.9.9. All employees, sub-contractors or agency workers shall, if required at any time by the Company, their employer or any other authorised individual, submit to a Drugs and/or Alcohol test, to be carried out by a competent person, either in the workplace or in an approved laboratory/clinic. This test may be planned, unannounced random or ‘for cause’.
- 3.9.10. Any employee, sub-contractor or agency worker found to be in breach of the alcohol limits, or who is detected to have used illegal drugs, or exceeded levels of prescription drugs not prescribed to them, will be in breach of these rules.
- 3.9.11. Prior to any Drugs and/or Alcohol test, an individual MUST disclose full details of any/all medication (including non-prescription) they are currently taking (or have taken in the previous four weeks). Failure to disclose any such substance, which subsequently results in a failed Drugs and/or Alcohol test, will be treated as any other failed drugs test. Records will be kept of all Drugs and/or Alcohol tests. Such records shall be kept strictly confidential.
- 3.9.12. On completion of a Drugs test, the samples will be sent to a RISQS approved laboratory for analysis. Two samples of urine will be collected, sealed under the individual’s supervision and sent to an approved laboratory. Only one bottle will be opened and analysed. If it results in a failed test, the second bottle will be kept in safe storage for 1 year, and will

be available for independent analysis. The tested individual has the right to challenge the result and have the second 'B' sample tested at a different RISQS approved laboratory (an additional charge will be made for Sample B to be analysed).

- 3.9.13. In cases where an individual fails a Drugs test or the results are inconclusive requiring further analysis, the individual will immediately be suspended from work (with pay) pending the results and/or the outcome of the disciplinary process where applicable.
- 3.9.14. In addition many medicines obtained with or without prescription (such as tranquilisers, antidepressants, sleeping pills, some anti-histamines for hay fever and some cough, cold or indigestion remedies) can affect performance at work. On being prescribed any medicines, employees, sub-contractors or agency works shall always seek advice from their Doctor as to the effect the medicine may have on their ability to undertake their duties, and in the case of non-prescribed medicines, shall always read the instructions carefully and/or seek the advice of a Pharmacist and MUST advise their Line Manager to determine whether or not they should report for duty. ALL MEDICATION (including both prescribed or over the counter) must be made known to the Compliance Department who will arrange for a medication review to be undertaken where appropriate.
- 3.9.15. The Company HR Department shall assist employees on a confidential basis where seeking help to overcome a drugs or alcohol problem. However, any such declaration will not confer immunity from disciplinary action for any breach of this policy.

### **3.10 Equality, Diversity & Inclusivity Policy**

- 3.10.1. AmcoGiffen is fully committed to encouraging equality, diversity and inclusivity, advancing equality of opportunity and preventing all forms of discrimination.
- 3.10.2. The overall purpose of this Policy is to ensure equality, inclusivity and fairness for all and to prevent discrimination on the grounds of age, caring responsibilities, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (which includes colour, nationality and ethnic or national origins), religion or belief, gender or sexual orientation, part-time working, membership or non-membership of a trade union or any other factor irrelevant to a person's employment.
- 3.10.3. The Company respects and values cultural differences and aims to create an environment that promotes dignity, equality and diversity and inclusivity which encourages individuals to develop and maximise their potential.
- 3.10.4. All employees will be treated fairly and with respect. Selection for employment, promotion, training and development will be on the basis of skills, ability and merit alone.



- 3.10.5. The Company will not tolerate any form of unlawful or unfair discrimination, victimisation, bullying or harassment and will take appropriate action against any individual, or group of individuals, who commit or assist others to commit such an act.
- 3.10.6. Through the consistent and rigorous application of the Equality, Diversity and Inclusivity Policy, the Company will:
- Create an environment in which diversity, individual differences and the contributions of all Employees are recognised and valued;
  - Create a working environment that promotes dignity and respect for all. No form of victimisation, bullying or harassment will be tolerated;
  - Ensure training, development and progression opportunities are available to all;
  - Treat breaches of the Policy seriously and take disciplinary action when required;
  - Provide information and training to all employees so that they are fully aware of the issues relating to Equality, Diversity and inclusivity and their responsibilities relating to it.
- 3.10.7. The Company will utilise the Equality, Diversity and Inclusivity Policy as a means of communicating its commitment to provide equal opportunities to all present and future employees.
- 3.10.8. The Board of Directors fully supports the Equality, Diversity and Inclusivity Policy, which will be continuously monitored for consistent application and will, along with any supporting procedures, be reviewed at least annually to ensure its continued suitability.

### **3.11 Business Ethics**

- 3.11.1. AmcoGiffen conducts its business activities with Integrity, Professionalism and Respect and these core values are central to maintaining the reputation of the Company and our continued business success.
- 3.11.2. It is therefore essential that all Company employees, which, for the purposes of the Policy, includes ALL other individuals who undertake business on behalf of, or are associated with the Company, conduct themselves in an ethical manner which does not detract from these values.
- 3.11.3. This policy addresses the business ethical issues associated with bribery, corruption, conflict of interest and the giving and receiving of business gifts and hospitality.

**3.11.4. Definitions****i. Bribery**

Bribery within the Company is defined as – The offering, promising, giving, accepting or soliciting of any inducement for the purpose of retaining or obtaining business or to influence any business decision

**ii. Bribery Act**

Any reference to the UK Bribery Act refers to the 2010 UK Bribery Act and any subsequent amendments thereto.

The Company recognises the benefits to business of the 2010 UK Bribery Act and has made a formal commitment to comply with the requirements of the Act.

**iii. Hospitality**

Hospitality includes entertaining, meals, receptions, tickets to entertainment, social or sports events and attendance at industry events.

Hospitality is provided solely for the purpose of developing and/or maintaining business relationships and requires a Company “host” to be present. Where no host is present the expenditure may be viewed as an inducement and as such it may be an illegal activity under the terms of the UK Bribery Act.

**iv. Gifts**

Gifts are defined as small tokens of appreciation designed to mark and enhance business relationships or to promote the giver’s Company by incorporating a logo or message on a promotional item such as a calendar or a pen.

**Bribery and Corruption**

3.11.5. The Company has a zero tolerance in respect of bribery and corruption. This extends to all of the Company’s business dealings and transactions in all countries in which it or its subsidiaries operates.

3.11.6. As part of this commitment the Company undertakes to comply fully with the requirements of the UK Bribery Act and any anti-corruption laws in place within any other country in which we operate. It should be noted that the UK Bribery Act has “extra-territorial” reach in order to deal with offences committed by beyond UK borders.

- 3.11.7. The direct or indirect offer or receipt of any form of payment or inducement for the purpose of retaining or obtaining business or to influence any business decision is not acceptable under any circumstances. Any such occurrence will be treated as an act of gross misconduct which will lead to the implementation of the Company's disciplinary procedures and, if proven, will result in the dismissal of the offender. Such occurrences may also be reported to the appropriate law enforcement authorities for criminal investigation and prosecution.
- 3.11.8. Any employee who receives an approach of this nature must report it immediately to the Company's HR Director on 01226 243 413 to enable appropriate action to be taken.

### **Business Gifts & Hospitality**

- 3.11.9. The giving and receiving of business gifts and hospitality can be a fundamental part of building good business relationships and maintaining understanding and goodwill. However it can, in certain circumstances, also make it more difficult for an individual to be objective in their decision making in respect of the person or organisation providing the gift or hospitality. The potential also exists for doubt to be cast upon the quality of business decisions and ultimately confidence and trust in the Company could be undermined. In more extreme circumstances the gift or hospitality may be classed as a bribe under the UK Bribery Act.
- 3.11.10. Accordingly, Company employees must not under any circumstances:
- Offer gifts or hospitality with the specific intention of obtaining preferential treatment or influencing the decision making of others;
  - Accept gifts or hospitality where there is an expectation from the provider that they will receive preferential treatment in return for the individual or aggregate value of any gifts or hospitality provided.
- 3.11.11. It is however recognised that there may be nothing wrong with the giving and receiving of tokens of appreciation, of nominal value as defined in section 3.11.4, or accepting or giving reasonable hospitality in order to maintain or further a business relationship. In such circumstances, employees are expected to:
- Exercise good judgement in what is classed as "nominal value" or "reasonable";
  - Exercise significant moderation in the acts of giving and receiving.
- 3.11.12. The Director's PA maintains the Company Gifts and Hospitality Register, and it is an employee's express duty to ensure that any act of giving or receiving is, without exception and in an air of openness and honesty,

recorded within this Register. Where an employee fails to have this information recorded it may be viewed as a failure to disclose information which may affect the reputation of the Company and as such could warrant action under the Company's disciplinary procedures.

- 3.11.13. Examples of what could be termed as reasonable hospitality include the following which must be organised and accompanied by a Company "host":
- An occasional meal of reasonable expense with a business partner;
  - Tickets to an ordinary sports event which could, for example, include a football match or a rugby match;
  - Tickets to a local theatre;
  - Tickets to a local cultural event;
  - Attendance at an industry event.
- 3.11.14. Examples of gifts or hospitality which would require the express approval of a Main Board Director include:
- Any gift above a token of appreciation of nominal value;
  - Any hospitality which involves a significant amount of expense;
  - Any hospitality which requires significant travel away from the office (including day trips and weekends away).
- 3.11.15. Other types of gift or hospitality, of any value, which are totally unacceptable include:
- Anything which is illegal or would result in a violation of the law;
  - Any cash or cash equivalent gift (shares, gift certificates, loans etc), of any value;
  - Anything which requires something in return for the gift or hospitality;
  - Any sexually orientated gift or service.

Where there is any level of uncertainty as to whether or not the giving or receiving of a gift or hospitality is appropriate it is better to ask and seek clarification rather than to engage in what may be an inappropriate activity which could damage the reputation of both the Company and its employees and may result in prosecution under the UK Bribery Act.

#### **Government Employees**

- 3.11.16. No gift or hospitality whatsoever is to be offered to any government or local government official without the express written approval of a Main Board Director who will take steps to ensure that no governmental or statutory practice is breached.

#### **Cultural Etiquette**

- 3.11.17. In some parts of the world the culture in respect of the giving and receiving of gifts and hospitality is different to that within the United Kingdom. In some countries it is even symbolic of the nature of the business relationship and failure to give or receive an appropriate gift could be viewed as an insult and cause damage to the Company. It is therefore very important that the etiquette of "giving and receiving" is fully researched before visiting any overseas location.

- 3.11.18. It should be noted, however, that compliance with the requirements of the UK Bribery Act remains the overriding factor and the act provides for “extra- territorial” reach in order to deal with offences committed by beyond UK borders.

#### **Conflicts of Interest**

- 3.11.19. Employees must avoid any activity in which their personal interests, which would include the interests of relatives and friends, may conflict with the interests of the Company. Where such circumstances are totally unavoidable, the employee concerned must declare and openly discuss the potential conflict with their Senior Line Manager who will report the issue for consideration by the HR Director and a Main Board Director.
- 3.11.20. No business agreement with any party is to be entered into until the potential conflict has been reviewed and the approval to proceed authorised by a Main Board Director.
- 3.11.21. Any failure to highlight a potential conflict of interest may be viewed as a failure to disclose information which may affect the reputation of the Company and as such could warrant action under the Company’s disciplinary procedures.

#### **Sub-Contractors, Consultants and Agents**

- 3.11.22. Any sub-contractor, consultant or agent operating on behalf of the Company will be expected to fully abide by the terms of this Policy. Failure to do so could result in the immediate termination of any contract or agreement.

#### **Speaking Out**

- 3.11.23. Any employee who suspects a breach of this policy should raise the issue immediately with the Company’s HR Director. Employees who raise such issues will be protected and every effort will be made to ensure their anonymity. Neither will they be blamed for their action, nor will they be subjected to any form of unfair treatment or victimisation.
- 3.11.24. If an employee is unsure about the appropriateness of any activity, they should discuss the matter directly, and in confidence, with the HR Director.
- 3.11.25. Any attempt to discourage an employee from reporting a suspected breach of this policy will be treated as an act of gross misconduct and the individual(s) concerned will be subject to disciplinary action, which if proven, will result in dismissal.



## Appendices

Attachment 2 - Format for a Gifts and Hospitality Register

Attachment 3 - Format for the Disclosure of a Potential Conflict of Interest

**3.12 Network Rail Guidance on the Management of Door to Door Work and Travel Time**

# Guidance Note

## Guidance on the management of door to door work and travel time

### Endorsement and Authorisation

**Endorsed by:**

.....

M McCarthy, Working Group Chair

**Authorised by:**

.....

G Jackson, Steering Group Chair

**Accepted for  
issue by:**

.....

M McManus, National Standards Manager

---

This document is the property of Network Rail. It shall not be reproduced in whole or part nor disclosed to a third party without the written permission of Network Rail.

© Copyright 2008 Network Rail.

Uncontrolled copy once printed from its electronic source.



Published and Issued by Network Rail, 40 Melton Street, London NW1 2EE.

Ref:	<b>NR/GN/INI/001</b>
Issue:	1
Date:	1 December 2008
Compliance date:	N/A

### Issue record

Issue	Date	Comments
1	December 2008	First Issue

### Reference documentation

*Health & Safety at Work Act 1974*

### Disclaimer

In issuing this document for its stated purpose, Network Rail makes no warranties, express or implied, that compliance with all or any documents it issues is sufficient on its own to ensure safe systems of work or operation. Users are reminded of their own duties under health and safety legislation.

### Supply

Copies of documents are available electronically, within Network Rail's organisation. Hard copies of this document may be available to Network Rail people on request to the relevant controlled publication distributor. Other organisations may obtain copies of this document from IHS (Technical Indexes Ltd) tel: 01344 328039.

Ref:	NR/GN/INI/001
Issue:	1
Date:	1 December 2008
Compliance date:	N/A

## Contents

1	Purpose	21
2	Scope	22
3	Definitions	22
4	Background	22
5	Guidance	23

Ref:	NR/GN/INI/001
Issue:	1
Date:	1 December 2008
Compliance date:	N/A

## 1. Purpose

Excessive work and travel time can import risk to the infrastructure and the workforce. This Guidance Note identifies Network Rail's minimum expectations with regards to employers discharging their duty of care under the Health & Safety at Work Act 1974 relating to the management of work and travel time.

## 2. Scope

This Guidance Note provides information on the management of work and travel time. It is applicable to all personnel working for Infrastructure Investment who access Network Rail Managed Infrastructure.

## 2 Definitions

<b>door to door time</b>	a period of time identified as the combined total of travel time and work time.
<b>place of work</b>	a location where an employee is working at the employers disposal.
<b>rest location</b>	home or other temporary place of residence where rest can be achieved.
<b>travel time</b>	a period of time directly from rest location to place of work, irrespective of terms of payment or modes of transport, which also includes a return journey.
<b>wakefulness</b>	a state of consciousness and awareness.
<b>work</b>	activities carried out by an employee under the direction, responsibility and disposal of their employer.
<b>work time</b>	a period of time, inclusive of breaks, during which an employee is undertaking work activities.



Ref:	<b>NR/GN/INI/001</b>
Issue:	1
Date:	1 December 2008
Compliance date:	N/A

## 4 Background

- 4.1 EMPLOYERS HAVE A GENERAL DUTY TO PROVIDE A SAFE WORKING ENVIRONMENT FOR THEIR EMPLOYEES AND SUPPLIERS WORKING FOR THEM. IT IS RECOGNISED THAT PROLONGED PERIODS OF WAKEFULNESS LEAD TO EXCESSIVE LEVELS OF FATIGUE AND INCREASED RISK OF ACCIDENTS.
- 4.2 FATIGUE INCREASES DURING PERIODS OF WAKEFULNESS AND IS ONLY REDUCED BY SUFFICIENT SLEEP. A PASSENGER CAN EXPERIENCE SIMILAR LEVELS OF FATIGUE AS THE DRIVER OF A VEHICLE.
- 4.3 A PERSONS NATURAL LOW POINTS ARE FROM 02:00HRS TO 06:00HRS AND FROM 14:00HRS TO 16:00HRS WHEN THE BODY IS MOST SUSCEPTIBLE TO THE EFFECTS OF FATIGUE.
- 4.4 RESEARCH HAS SUGGESTED THAT 17 TO 19 HOURS OF WAKEFULNESS RESULTS IN THE SAME LEVEL OF IMPAIRMENT AS HAVING AROUND 50MG OF ALCOHOL IN 100ML OF BLOOD AND PRODUCES MUCH SLOWER RESPONSE SPEEDS. THE CURRENT DRINK DRIVE LIMIT IS 80MG OF ALCOHOL AND THE NETWORK RAIL LIMIT IS 29MG OF ALCOHOL.
- 4.5 DRIVING WHEN KNOWINGLY DEPRIVED OF ADEQUATE SLEEP ARE AMONG FACTORS THAT WILL AGGRAVATE THE SERIOUSNESS OF AN OFFENCE. FATIGUE HAS THE POTENTIAL TO AFFECT EVERYONE ON SITE AS WELL AS IN VEHICLES AND OTHER ROAD USERS.

## 5 Guidance

- 5.1 IN ACCORDANCE WITH THE DEFINITIONS, DOOR TO DOOR TIME SHOULD NOT BE PLANNED TO EXCEED A MAXIMUM OF 14 HOURS.
- 5.2 WORK TIME SHOULD NOT BE PLANNED TO EXCEED 12 HOURS IN ANY 24 HOUR PERIOD.
- 5.3 THERE IS NO MAXIMUM TRAVEL TIME WITHIN THE 14 HOUR LIMIT, BUT EMPLOYERS SHOULD HAVE A SUITABLE RISK ASSESSMENT PROCESS FOR MANAGING PERIODS OF TRAVEL TIME THEY CONSIDER EXCESSIVE.
- 5.4 EMPLOYERS SHOULD HAVE SUITABLE SYSTEMS IN PLACE TO DEMONSTRATE HOW THEY MANAGE THE DOOR TO DOOR TIME FOR THEIR EMPLOYEES.
- 5.5 WHERE THERE IS A POTENTIAL TO EXCEED A DOOR TO DOOR TIME OF 14 HOURS A ROBUST ASSESSMENT OF IMPORTED RISK SHOULD BE UNDERTAKEN.
- 5.6 EMPLOYERS SHOULD HAVE AN AUDITABLE MANAGEMENT SYSTEM IN PLACE THAT WILL ALLOW POTENTIAL EXCEEDANCES TO BE IDENTIFIED THAT FACILITATE APPROPRIATE MANAGEMENT DECISIONS.

**3.13 Tfl Contract QUENSH Conditions – Control of hours worked**

- 3.13.1. The longest shift in any roster shall be 12 hours
- 3.13.2. The minimum amount of rest between any two shifts shall be 11 hours.
- 3.13.3. Suppliers shall comply with the Working Time Regulations and any subsequent amendments. As determined by the Supplier, the consecutive days that may be worked before a rest period when working on, over or adjacent to the railway shall be either:
  - 1. Six consecutive days, followed by a rest period of not less than 24 hours
  - 2. 12 consecutive days, followed by two consecutive rest days, each of which is not less than 24 hours
  - 3. Within any 14 day period, two rest periods, each of which is not less than 24 hours.
- 3.13.4. In calculating the numbers of hours worked by personnel, the Supplier shall take fully into account those hours worked for any other Supplier.
- 3.13.5. The Supplier shall maintain records of employee's working hours and these shall be made available to the Client, immediately upon request, for monitoring and audit purposes.

**Fatigue**

- 3.13.6. Adherence to the Working Time Regulations does not manage the risk of fatigue and suppliers shall implement controls to reduce, so far as is reasonably practicable, risks arising from employee fatigue. The control of risk from fatigue is needed even if there is no shift work, significant overtime or safety critical work being undertaken. In considering the risk of fatigue, suppliers shall include but not limit their controls to:
  - 1. The longest shift in any roster shall be 12 hours. When working nightshifts, consideration to reducing the shift length shall be given due to the increased risk of fatigue
  - 2. The door to door time (combined travel time and work time) shall not be planned to exceed 14 hours.
- 3.13.7. Special consideration shall be given to first night shifts due to the change in work/sleep patterns.
- 3.13.8. Suppliers shall have suitable systems in place to demonstrate how they manage risks associated with fatigue, which shall include the use of suitable fatigue assessment methods to assess proposed work patterns and actual hours worked. This shall include the identification and assessment of work patterns for other employers.

**SECTION 4 – ADMINISTRATION MATTERS**

- 4.1.1 The Sub-Contractor is required to fulfil its duties and responsibilities so that AmcoGiffen are able to comply with all of its obligations, whether they be of a contractual or statutory nature.
- 4.1.2 AmcoGiffen will manage and administer all Sub-Contracts with a view that both parties are able to perform their respective duties to the best of their ability. Such Sub-Contracts will be carried out in a spirit of openness, co-operation and partnership to facilitate an environment whereby all issues are addressed without undue delay or hindrance.
- 4.1.3 In order that AmcoGiffen are able to manage and administer Sub-Contracts in the manner intended, AmcoGiffen require all Sub-Contractors, whether existing or potential future Sub-Contractors, to complete an AmcoGiffen Sub-Contractor and Supplier Questionnaire.
- 4.1.4 It is the responsibility of the Sub-Contractor to notify AmcoGiffen of any change to the information given in the AmcoGiffen Sub-Contractor and Supplier Questionnaire, or any change of circumstance that materially affects the validity of the information so provided.

**4.2 Payment Administration**

The following information is required to assist in the generation of an account reference to allocate any Sub-Contract orders placed by AmcoGiffen with the Sub-Contractor.

Billing Type:

- All works carried out by the Sub-Contractor for AmcoGiffen will be subject to payment in accordance with the provisions of the relevant Sub-Contract order agreed between the parties. It is a requirement that the Sub-Contractor submits an Application for Payment as this allows any necessary adjustment to be effected without the need for the issue of credit notes.
- In order that our accounts system is able to administer the payment without undue delay billing for all works carried out for AmcoGiffen shall be by Applications for Payment *unless otherwise agreed*.

**4.3 Data Protection**

AmcoGiffen takes the security and privacy of your data seriously. AmcoGiffen may need to gather and use some information or 'data' about individuals within your organisation as part of our business and to manage our relationship with you. AmcoGiffen shall comply with our legal obligations under the **Data Protection Act 2018** (the '2018 Act') and the **EU General Data Protection Regulation** ('GDPR') in respect of data privacy and security. The Supply Chain Privacy Notice is available via the AmcoGiffen website or on request.

## Attachment A – Subcontractor Environmental Data Submission Form

<b>AmcoGiffen Contract/Job Name</b>		<b>AmcoGiffen Contract/Works Order</b>	
<b>Subcontractor Name</b>		<b>Date</b>	

THE AIM OF THIS FORM IS TO ASSIST AMCOGIFFEN IN MEETING ITS LEGAL, CONTRACTUAL AND COMPANY PERFORMANCE COMMITMENTS. THE FORM IS DIVIDED IN TO TWO PARTS – ‘PART A’ AND ‘PART B’.

### **PART A – TO BE COMPLETED ONLY ONCE (UNLESS THE DETAILS PROVIDED CHANGE)**

- THE CONTRACTOR SHALL COMPLETE THIS PART AND RETURN TO THE AMCOGIFFEN PROJECT REPRESENTATIVE PRIOR TO THE FIRST MOVEMENT OF WASTE / FIRST TIMBER PURCHASE.
- THE AMCOGIFFEN PROJECT REPRESENTATIVE SHALL HOLD A COPY OF THIS DOCUMENT ON SITE AND SHALL PASS A COPY TO THE AMCOGIFFEN E&Q DEPT UPON COMPLETION.

<b>A - Q1</b> - Will you or your subcontractor be responsible for organising the disposal of waste off site?	<b>Yes</b>	Complete Part A – Q5-Q8 Complete Part B - Q1 monthly	<b>No/N A</b>	No action required
<b>A - Q2</b> - Will you or your subcontractor be using fuel which has <b>NOT</b> been supplied by AmcoGiffen	<b>Yes</b>	Complete Part B – Q2 monthly	<b>No/N A</b>	No action required
<b>A - Q3</b> - Will you or your subcontractor be using water which has <b>NOT</b> been supplied by AmcoGiffen?	<b>Yes</b>	Complete Part B – Q3 monthly	<b>No/N A</b>	No action required
<b>A – Q4</b> - Will you or your subcontractor be purchasing timber on this contract?	<b>Yes</b>	Complete Part A – Q9 Complete Part B – Q4 monthly	<b>No/N A</b>	No action required

### **Site Waste Management - To be completed by the Subcontractor where they have answered ‘Yes’ to Q1.**

<b>A – Q5</b> Please provide details on who will be disposing of your waste off site (including your own Company if applicable)	Name of the waste carrier(s)	Licence Number e.g. CB/NE2435LP
	1. 2.	
<b>A – Q6.</b> Where will the waste be	Name of the waste management site where the waste will be taken (including your own office site, if applicable)	Waste Management Site Permit OR Exemption Number. Please state.

taken to?	1.	
	2.	

Completed by on behalf of the Contractor:	Print Name:		Signature:		Date:	
	Contact Number:					

<b>Contract/Job Name</b>		<b>Contract/Works Order No.</b>	
<b>Subcontractor Name</b>		<b>Date</b>	

**PART B – TO BE COMPLETED MONTHLY (OR AT THE END OF THE CONTRACT IF LESS THAN ONE MONTH DURATION)**

- THE CONTRACTOR SHALL RETURN THIS PART TO THE AMCOGIFFEN PROJECT REPRESENTATIVE BY THE 5<sup>TH</sup> OF THE FOLLOWING MONTH.
- THE AMCOGIFFEN PROJECT REPRESENTATIVE SHALL HOLD A COPY OF THIS DOCUMENT ON SITE AND SHALL PASS A COPY TO THE AMCOGIFFEN E&Q DEPT UPON COMPLETION.

<b>B- Q1 - Waste – The Contractor shall complete this Question where it has answered ‘Yes’ to Part A - Q1.</b>					
What and how much waste has been disposed off site during the month?	Inert (subsoil/stones/concrete, etc)?	Y/N	Quantity	cubic metres	
	Non hazardous waste	Y/N	Quantity	cubic metres	
	Hazardous/Special waste	Y/N	Quantity	cubic metres	
Where was the waste sent (circle the box(es) that apply)?	Inert (subsoil/stones/concrete, etc)?	Landfill	Transfer Station	Exempt site	
	Non hazardous waste	Landfill	Transfer Station	Exempt site	Incinerator
	Hazardous/Special waste	Landfill	Transfer Station	Exempt site	Incinerator
Has any of the waste been segregated on site for re-use or recycling?	Inert (subsoil/stones/concrete, etc)?	Y/N	Quantity	cubic metres	
	Non hazardous waste	Y/N	Quantity	cubic metres	
	Hazardous/Special waste	Y/N	Quantity	cubic metres	
Please attach a copy of <b>all</b> your Waste Transfer Notes / Hazardous Waste Consignment Notes raised during the month				Attached?	Yes/No
<b>B – Q2 - Fuel - The Contractor shall complete this Question where it has answered ‘Yes’ to Part A – Q2.</b>					
Provide details on the amount of fuel you have purchased during the month			Litres/Pounds Sterling (Delete as appropriate)		
<b>B – Q3 - Water - The Contractor shall complete this Question where it has answered ‘Yes’ to Part A – Q3.</b>					
Provide details on the amount of water used during the month			Litres (1000 Litres = 1 cubic metre)		
<b>B – Q4 - Timber - The Contractor shall complete this Question where it has answered ‘Yes’ to Part A – Q4.</b>					
Provide copies of all timber delivery advice notes (this includes all timber based products e.g. street furniture, plywood, MDF, etc)		Attached?		Yes/No	

Completed by	Print Name:		Signature:		Date:	
--------------	-------------	--	------------	--	-------	--

5.2

Attachment Two – Format for Gifts and Hospitality Register

Date	Employee Name	Nature of Hospitality / Gift	Gift/Hospitality Provided By		Est/Actual Value	Approved By	Comments
			Company Name	Company Representative			



## 5.3 Attachment Three – Format for a Declaration of Interest Register

AmcoGiffen – Conflict of Interest Register							
Date	Employee Name	Nature of Potential Conflict of Interest	Details of Organisation Involved		Potential Conflict Reported By	Approval to Proceed	
			Company Name	Company Representative		Granted / Rejected	Name