



# AMCO·GIFFEN

## CODE OF PRACTICE FOR SUB-CONTRACTORS

# FOREWARD

## BEN McCLUSKEY

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.

Ben McCluskey

AmcoGiffen Procurement and Supply Chain Director



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# CODE OF PRACTICE

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# 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 onsite.
- 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 **Construction Industry Scheme (CIS) – AmcoGiffen Position:**  
AmcoGiffen maintains a clear and **non CIS engagement policy**: we do not engage, appoint, or permit subcontractors operating under the Construction Industry Scheme (CIS). This is a deliberate, risk based decision designed to ensure full compliance with HMRC requirements, employment status legislation, and recognised ethical labour standards.

All labour deployed on AmcoGiffen projects must be sourced through **compliant employment models**, including PAYE arrangements or approved labour providers that fully adhere to employment and tax legislation. Labour only subcontracting under CIS is **not permitted under any circumstances**.

Subcontractors are expressly prohibited from supplying CIS labour to AmcoGiffen projects, whether directly or through secondary subcontracting. The introduction of CIS operatives without prior written approval will constitute a breach of this Code of Practice and may result in removal from the approved supply chain.

This policy is intended to safeguard workers, protect our clients, and ensure that our supply chain remains transparent, compliant, and sustainable.

**1.9 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

**1.10 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.

**1.11 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

- |                              |  |
|------------------------------|--|
| <b>2.1 AmcoGiffen:</b>       | Whose head office is at: Amalgamated Construction Ltd, Whaley Road, Barugh, Barnsley S75 1HT.  |
| <b>2.2 AmcoGiffen Sites:</b> | A location or premises used for the execution of Contract Works undertaken by AmcoGiffen. It may/may not be under the control of AmcoGiffen.   |
| <b>2.3 Code of Practice:</b> | 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. |
| <b>2.4 Contract Works:</b>   | Works undertaken by AmcoGiffen under a Main Contract.  |
| <b>2.5 Main Contract:</b>    | A contract entered into by AmcoGiffen with a Client to carry out Contract Works.   |
| <b>2.6 Main Contractor:</b>  | AmcoGiffen   |
| <b>2.7 Policies:</b>         | Policies of AmcoGiffen requiring conformance by Sub-Contractors.   |
| <b>2.8 QUENSH:</b>           | Quality, Environment, Safety and Health. (LUL standards)   |
| <b>2.9 SH&amp;Q:</b>         | Safety, Health, Environment and Quality  |
| <b>2.10 Sub-Contract:</b>    | The agreement/agreements entered into between AmcoGiffen and a Sub-Contractor to execute part of the Contract Works.   |
| <b>2.11 Sub-Contractor:</b>  | 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 to 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
- Anti-Bribery and Corruption Policy
- Gifts and Hospitality Policy
- Social Media
- Modern Slavery
- Fatigue Management and Working Hours
- BIM Policy: This policy is applicable for projects delivered to BIM ISO 19650 compliant standards. Subcontractors must adhere to BIM guidelines outlined in this policy for effective project delivery and compliance with industry standards.

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.

### Scaffolding

If there is a requirement to sub-let a scaffolding package of works then the sub-contractor must ensure that the Sub Sub-Contractor is approved via AmcoGiffen's current vendor assessment process. If the Sub Sub-Contractor is not approved by AmcoGiffen to provide scaffold services, then they will be required to undertake a third-party audit via an approved AmcoGiffen auditor. This information can be requested directly from the AmcoGiffen central procurement team. No costs associated with this process will be covered by AmcoGiffen.

**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

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### 3.6 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.

**3.6.1** 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.

**3.6.2** 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.

**3.6.3** 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.

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

**3.6.5** Evidence that all classes of employees are competent and trained as necessary, in particular:

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

**3.6.6** 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.

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

**3.6.8** 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.

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**3.6.9** 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.

**3.6.10** 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.

**3.6.11** 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                       |

**3.6.12** 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.

**3.6.13** 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”.

**3.6.14** 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.

PPE ITEM	STANDARD
Safety Helmet	EN 397:2012+A1:2012
Safety Glasses	EN 166:2002
Hearing Protection (Ear Defenders)	EN 352-1:2020
Protective Gloves	EN ISO 21420:2020 (general) + EN 388:2016+A1:2018 (mechanical risks)
High-Visibility Clothing/Coveralls	EN ISO 20471:2013+A1:2016
Safety Footwear	EN ISO 20345:2021

**3.6.15** No operative must commence work on site unless they have received a site induction briefing by the delegated representative.

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# AMCOGIFFEN POLICIES AND RESPONSIBILITIES

**3.6.16** People Plant Interface (PPI) / Human Form Recognition (HFR) – For all plant and machinery that is cabbed and three tonne or above in size it must be supplied with Safety Shield HFR including a front facing camera, Safety Shield Digital Thumbs Up including safe entry circuit and a Safety Shield Vue Data Licence. If you have any questions regarding this requirement then please speak to us directly or contact Safety Shield or Flannery Plant Hire



General enquiries:  
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### FLANNERY

#### IMPLANT HIRE CONTROLLER

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#### ACCOUNT MANAGER

Paul Pettinger  
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Email: [p.pettinger@flanneryplant.co.uk](mailto:p.pettinger@flanneryplant.co.uk)

**3.6.17** Hand Tools and Hand Arm Vibration Syndrome (HAVS) – We are working towards minimising the HAVS levels produced by hand tools. As part of this where possible all tools should be battery powered, be cordless, have vibration protection / reduction measures in place. If you are unable to provide the necessary, hand tools as part of your sub-contracted works [CLICK HERE FOR POSTER](#) then please speak directly to Amco Giffen or contact our supply chain partners



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### 3.6.18 On / Off Loading & Bankspeople -

- Bankspeople must have trade certification that is NPORS or CPCPS.
- All work in accordance with the SSOW (Safe System of Work) (any lifts in accordance with lift plan)
- Exclusion/controlled zone set up and enforced
- Appropriate supervision in place to oversee delivery activity and it is undertaken in line with the SSOW
- Activity set up on firm level ground and use of vehicle stability aids (outriggers with footplates) as required
- All required work at height controls (e.g. edge protection access steps, etc.) installed prior to any work at height
- UNLOADING: Load stability verified and all controls in place prior to commencing unloading
- LOADING: Materials/equipment secured to prevent movement during transit and inadvertent movement during unloading. Any unstable loads clearly identified. Load within capability of the vehicle.

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### 3.7 Environmental Requirements

- 3.7.1** 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.
- 3.7.2** 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.
- 3.7.3** 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.
- 3.7.4** 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-ppgsandreplacement-series/guidance-for-pollution-prevention-gpps-full-list/>
- 3.7.5** 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.
- 3.7.6** Where the work activity requires the Subcontractor/Operated Plant Hirer, or its Sub-Subcontractor, to obtain/hold any environmental consent, permit, license, certificate, notification, qualification or authorisation, then a copy of this documentation shall be passed to AmcoGiffen's project representative.

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# AMCOGIFFEN POLICIES AND RESPONSIBILITIES

- 3.7.7** Where monitoring is required under the Subcontractor's/Operated Plant Hirer's Environmental consent, license or permit to verify compliance with its requirements, a copy shall be passed to AmcoGiffen's project representative for review.
- 3.7.8** 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.
- 3.7.9** Where the Subcontractor/Operated Plant Hirer finds itself in breach of a consent, license 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.
- 3.7.10** 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.
- 3.7.11** 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

- 3.7.12** 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)

### Sustainability / Carbon Reporting

- 3.7.13** Our expectation in AmcoGiffen is that all of our supply chain partners will assist us in measuring our wider Scope 3 carbon emissions by registering with the Supply Chain Sustainability School and using their online Carbon Tool to report and apportion their Scope 1 and 2 carbon emissions to AmcoGiffen annually.

More information on the supply chain sustainability school and the carbon calculator tool can be found by following link:

<https://www.supplychainschool.co.uk/free-carbon-calculator-for-supply-chains/>

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# AMCOGIFFEN POLICIES AND RESPONSIBILITIES

### 3.8 Drugs and Alcohol Policy

**3.8.1** This Policy applies to all “employees” of AmcoGiffen (Amalgamated Construction Ltd and Giffen Group Ltd), including all sub-contractors and all agency workers operating on behalf of the Company.

**3.8.2** 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/opiate based drugs, oxazepam and temazepam).

**3.8.3 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” or any other substance not fit for human consumption.

**3.8.4** 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 pre-employment, planned, unannounced random or ‘for cause’.

**3.8.5** It is an offence under the Company 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.

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- 3.8.6** Where a sub-contractor or agency worker is found to be 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.
- 3.8.7** In addition, many medicines obtained, with or without prescription, can affect performance at work. On being prescribed any medicines, employees, sub-contractors or agency workers 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.

### 3.9 Equality, Diversity and Inclusivity Policy

- 3.9.1** AmcoGiffen is fully committed to encouraging equality, diversity and inclusivity, advancing equality of opportunity and preventing all forms of discrimination.
- 3.9.2** 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.
- 3.9.3** AmcoGiffen 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.
- 3.9.4** 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.
- 3.9.5** 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.
- 3.9.6** 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.

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# AMCOGIFFEN POLICIES AND RESPONSIBILITIES

**3.9.7** AmcoGiffen 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.

**3.9.8** 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.

### 3.10 Anti-Bribery and Corruption Policy

**3.10.1** We conduct our business activities with Integrity, Professionalism and Respect. These core values are central to maintaining the reputation of AmcoGiffen and our continued business success.

**3.10.2** This Policy applies to all AmcoGiffen “employees” including ALL agents or workers operating on behalf of AmcoGiffen.

**3.10.3** AmcoGiffen do not tolerate, permit, or engage in bribery, corruption, or improper payments of any kind in our business dealings, in the UK or anywhere else in the world, both with public officials and people in the private sector.

**3.10.4** We consider compliance with anti-bribery laws to be more than a legal requirement. Working with Integrity is one of our core values and antibribery is at the heart of those values.

**3.10.5** As set out in our Code of Conduct and Business Ethics, our anti-bribery principles can be summarised as follows:

- i. DO NOT offer payments to someone (or any other favours, gifts or hospitality) if this might involve someone misusing their position or if someone may perceive that they are being requested to do so.
- ii. DO NOT misuse your position in connection with payments (or any other favours, gifts or hospitality) for the benefit of yourself or others, or accept any of these advantages if you perceive you might or are being requested to misuse your position.
- iii. DO NOT offer or give any gifts or hospitality where they are prohibited by the organisation for whom the intended recipient works (and in this regard always understand any specific rules of our clients and customers, whilst complying strictly too with our own gifts and hospitality policy).

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# AMCOGIFFEN POLICIES AND RESPONSIBILITIES

- iv. DO NOT offer payments to someone (or give other favours, gifts or hospitality) to try to influence public officials for business reasons. If you need to promote our business with a public official, always discuss this in advance with a Regional Managing Director or the AmcoGiffen Ethics Team.
- v. DO be aware that requests for commissions, donations, expense claims and various other forms of payment, expenditure or advantage can sometimes be disguised bribes.
- vi. DO exercise common sense when considering issues involving your conduct and the conduct of others acting on our behalf. For example:
  - Could the activity be considered dishonest, unethical or illegal?
  - Could there be other negative consequences?
  - Could harm be caused to AmcoGiffen's or your own reputation?
  - In the case of gifts and hospitality, is it reasonable and proportionate?  
See also our Gifts and Hospitality Policy for our Rules here.
- vii. DO ensure that any gifts or hospitality accepted or offered by us are modest at all times and within the bounds of recognised business practices, are not lavish or excessive and are declared in accordance with our Gifts and Hospitality policy.
- viii. DO wherever required under our policies, seek approval for offering or receiving a gift or hospitality and submit relevant details to be registered in our Gifts & Hospitality register.
- ix. DO follow our policies and procedures to conduct anti-bribery due diligence on third parties prior to entering into agreements with them; and apply further risk based due diligence measures on an ongoing basis as required.
- x. DO raise any bribery 'red flags' that you identify with your line manager or with the AmcoGiffen Ethics Team, HR Director or Senior HR Manager.

**3.10.6** Any employee found to be in breach of these principles shall face disciplinary action. No employee will suffer demotion, penalty, or other adverse consequence for refusing to pay bribes, even if it may result in AmcoGiffen losing business.

**3.10.7** We will avoid doing business with others who do not commit to doing business without bribery.

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- 3.10.8** We are committed to an ongoing programme to counter the risk of AmcoGiffen being involved in bribery.
- 3.10.9** Any concerns relating to a breach (or potential breach) of this policy should be reported by employees to the AmcoGiffen Ethics Team who can be contacted at [ethics@amcogiffen.co.uk](mailto:ethics@amcogiffen.co.uk).

### 3.11 Gifts and Hospitality Policy

- 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** 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.
- 3.11.3** AmcoGiffen expects all Employees to conduct themselves with integrity, impartiality and honesty at all times and to maintain high standards of propriety and professionalism. This includes avoiding laying themselves open to suspicion of dishonesty or putting themselves in a position of conflict between their official duty and private interest. Employees should be aware that gifts and hospitality, offered by contractors, suppliers, service providers and others, might place an Employee in a vulnerable position. Even when offered and accepted innocently, others may misconstrue the intention behind such gifts.
- 3.11.4** This policy sets out AmcoGiffen's approach to the giving and receiving of gifts and hospitality to and from third parties. Gifts and hospitality given or received by Employees in connection with business dealings with AmcoGiffen must:
- i. **Be reasonable and modest**  
Any gift or hospitality should not be excessive or lavish and should always be within the bounds of recognised business practice and in accordance with the Gift and Hospitality Policy.
  - ii. **Not be intended to influence improperly a business transaction**  
A gift/hospitality should not place the recipient under any obligation and should not be capable of being misconstrued.
  - iii. **Be allowed by law and be in strict compliance with the policies of the recipient's employer (as well as AmcoGiffen's policies)**  
government and public authorities and our other business partners and customers often have laws or Codes of Practice which prohibit the receipt of gifts / entertainment or place particular restrictions on these. The provision of lunch or refreshments ancillary to a meeting should not contravene such a prohibition, but the provision of entertainment or attending a social event may do.

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- iv. **Be recorded and approved in advance where required under our policies**  
Prior written approval, through completion of the Gift/Hospitality Approval Form, is required when any gift / entertainment exceeds the limits in this policy. Details, including the value, of all gifts / entertainment given or received together with any approvals must be recorded in the Gifts and Hospitality Register. The Gifts and Hospitality Register will be reviewed by the AmcoGiffen Ethics Team quarterly.

**3.11.5** We must all exercise due diligence and appropriate scrutiny with any gifts and hospitality offered, given and received by Employees in connection with our business, whether to people in the public or private sector. It is important that any suggestion of impropriety is always avoided. The Company's Code of Conduct and Business Ethics is intended to protect all Persons from any allegation of giving improper gifts or entertainment.

### 3.12 Social Media

**3.12.1** AmcoGiffen (Amalgamated Construction Ltd and Giffen Group Ltd) recognises that Social Media is changing and influencing the manner in which we communicate and share information relating to both our work life and our personal life.

**3.12.2** By its very nature, Social Media resides very much in the public domain and it provides a permanent record of comments made and opinions expressed. Public perception can often be considered to be reality, and the borders between what is considered public or private, personal, or work related can become distorted. As such, Social Media should be utilised in a careful and considerate manner – especially where any reference to the Company is envisaged.

**3.12.3** For the purposes of this Policy:

- Social Media is defined as interactive online media that allows parties to communicate with each other or to share data in a public forum such as (but not limited to) LinkedIn, Twitter, Facebook, YouTube, blogs, videos and image sharing websites.
- Employee is defined as any individual who is directly employed by the Company or any sub-contractor, agency worker or freelance worker contracted to and working on behalf of the Company.

**3.12.4** Employees must be aware that the sharing of information on Social Media, even when not acting on behalf of the Company, could potentially damage the Company and/or colleagues if they are recognised as being one of our employees. Do not post comments that include discriminatory remarks, harassment, threats of violence, or similar content.

**3.12.5** Never represent yourself as a spokesperson for the Company unless you are authorised to do so, and make it clear that your views do not represent the views of the Company and/or your operating unit, or its employees.

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**3.12.6** Employees therefore are strictly forbidden from posting on any Social Media site any comments, information, photographs or data relating to any Group Company, the Company, its Clients or its employees as defined above, unless prior written approval has been obtained from a Director of the Company as detailed below. This restriction is especially important in relation to the use of, or making reference to, any of the following:

- AmcoGiffen, AMCO or Giffen Group Company name or logos;
- AmcoGiffen, AMCO or Giffen Group copyrighted material;
- AmcoGiffen, AMCO or Giffen Group intellectual property;
- Any work on behalf of a Client, which is currently being undertaken or may have been completed;
- Company employees, including images of individuals who may not wish their picture to be displayed on Social Media;
- The disposal of any Company, or potentially Client owned, surplus assets.

**3.12.7** When preparing and submitting a Company related Social Media posting for approval, the following guidelines must be followed:

1. Be Respectful - Whilst personal views may be acceptable, comments must not be defamatory, libellous, discriminatory, harassing or infringe on any intellectual property rights; reference to or the reposting of inappropriate links and images must be avoided.
2. Respect Confidentiality - You must ensure you maintain confidentiality. Carefully consider whether the information you intend to post reveals trade secrets or information owned by the Company, or any other group
3. Copyright - If you would like to use someone else's images or content, you must first obtain their permission to do so and include an acknowledgment. Quotations from others' work must be kept to a minimum and wherever possible, include a direct link to the original work.
4. Use Good Judgement and be Truthful - Remember that you are personally responsible for what you post. Ensure that what you intend to say is truthful, well-judged and does not contain the potential to have unintended consequences. Assume that anything that you do post will be public, permanent and can probably be seen by anyone.

**3.12.8** For the purposes of this Policy, Directors who can approve employee Social Media posts, relative to their business areas are the Managing Director, Regional, Operations or Contracts Directors and the Strategy & Development, Pre Contracts, Commercial, Financial, Design & Engineering and HR Directors.

**3.12.9** Employee requests to make Company related Social Media postings are to be forwarded to the Development and Communications Manager in writing, stating the reason for the posting, and must include the full text of the proposed article, along with copies of any images and/or other links to be used. The Development and Communications Manager will then liaise with the relevant Director(s).

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- 3.12.10** Failure to fully comply with the above guidelines will certainly result in Director's approval to make a Company related post being withheld and may result in disciplinary action.
- 3.12.11** Sub-contractors, freelance workers and agency workers under contract to the Company should further note that they must not use Social Media to take direct credit on behalf of themselves or their own Company for work they have carried out on behalf of AmcoGiffen, AMCO or Giffen Group whilst directly engaged by AmcoGiffen, AMCO or Giffen Group
- 3.12.12** In order to protect its professional credibility and brand image, the Company reserves the right to monitor the use of Social Media as well as other electronic communications made by employees, whether or not accessed for work purposes
- 3.12.13** Subject to applicable law, employees should have no expectation of privacy whilst using Company equipment. However, nothing in this Policy is intended to prevent an employee from making disclosures encouraged or protected under law (including relevant employment legislation).
- 3.12.14** Employees should also be aware that the posting of any material whatsoever on any Social Media site that is unlawful, or could have a negative impact on the Company, its employees or Clients is an offence under the Company's Disciplinary Procedure.
- 3.12.15** In addition, unlawful posts could potentially result in third parties instigating legal proceedings against the individual posting the material.
- 3.12.16** If you leave the Company, you will be asked to change the branding of your accounts. This includes changing the name of your branded social media accounts and removing information from your bio that indicates you are a current employee of AmcoGiffen, AMCO or the Giffen Group. Any posts you then make that are in conflict with this Policy or portray AmcoGiffen, AMCO or Giffen Group in a defamatory light may result in legal action.

### 3.13 Modern Slavery

- 3.13.1** AmcoGiffen (Amalgamated Construction Ltd and Giffen Group Ltd) is fully committed to the eradication of Modern Slavery in all its forms and as a Company we will not engage in, nor will we condone or tolerate, any act of Modern Slavery within any aspect of our operations.
- 3.13.2** Modern Slavery is a crime which occurs in many forms and for the purpose of this Policy includes any act of slavery, servitude, bonded, forced or compulsory labour, child labour or human trafficking. All of these acts are normally conducted for the purposes of either personal or commercial gain, and without exception, result in the abuse and exploitation of an individual's human rights.

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**3.13.3** As a Company we will act transparently, ethically and with integrity both internally and across all of our business relationships. Appropriate action will be taken in response to any identified act of Modern Slavery and the processes and control measures we implement in support of this Policy aim to prevent, in so far as we are able, the opportunity for acts of Modern Slavery to arise.

**3.13.4** Our approach to Modern Slavery, including our control measures, is contained within supporting Procedures. However, as a minimum we will:

- Identify, by Risk Assessment, and prioritise which parts of our business and Supply Chain are at most risk of Modern Slavery so that we can focus on those areas;
- Communicate our commitment to the Supply Chain using the Vendor Assessment, Supplier Appraisal and Procurement processes and engage with them, as appropriate, to understand the measures being taken to ensure that Modern Slavery is not occurring within their business;
- Introduce and implement, based on our Risk Assessment, appropriate due diligence activities which enable us to confirm, to the fullest extent possible, that Modern Slavery is not occurring within our Supply Chain;
- Prepare and publish on our Company website an annual Modern Slavery and Human Trafficking Statement which details the steps being taken to support the prevention of Modern slavery within our business and Supply Chain;
- Through appropriate training, raise employee awareness of Modern Slavery.

**3.13.5** All employees, agency/freelance workers or sub-contractors, who perform work at any site or location operated by the Company will be required to conform fully to the requirements of this Policy and it's supporting Procedures. This includes reporting any suspected act of Modern Slavery identified within the workplace to either their Line Manager or the HR Team for investigation/action.

**3.13.6** This Policy will be reviewed annually, as a minimum, to ensure its continued effectiveness.

### 3.14 Fatigue Management and Working Hours

**3.14.1** The scope of this procedure is to manage fatigue and control working hours of all employees and other persons working for or visiting the company or worksite. This procedure is mandatory and has been developed in accordance with the AmcoGiffen Fatigue Management Policy, Working Time Directive and Client Requirements.

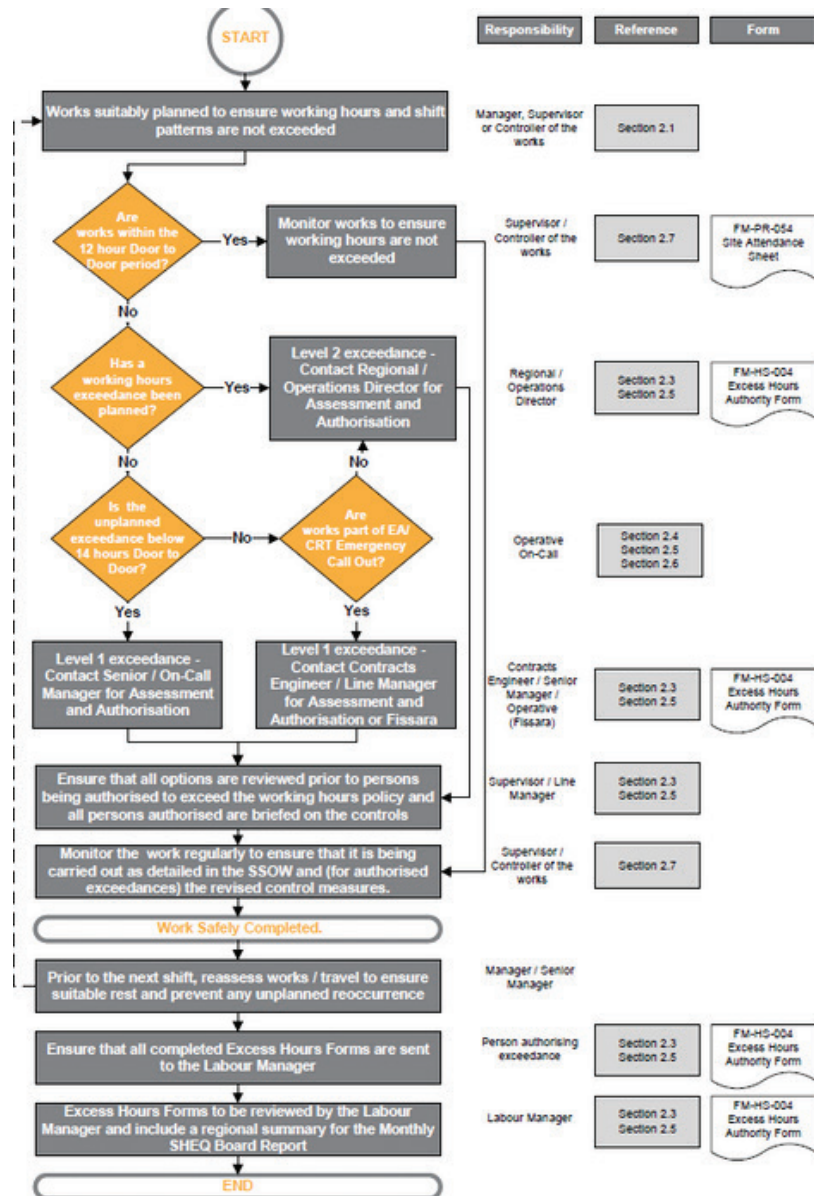
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**3.14.2 Working Rules Requirement**

A	No more than twelve hours to be worked door to door
B	No more than seventy two hours to be worked in any seven day period
C	A minimum of twelve hours rest between booking off from a period of duty/shift to booking on for the next period of duty/shift.
D	No more than thirteen periods of duty to be worked in any fourteen day period

**3.14.3 Procedure overview chart**



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### 3.14.4 Procedure – Control of Working Hours

- 3.14.4.1 Under the Working Time Directive, you cannot work more than 48 hours a week (including overtime) on average – normally over a 17 week period, unless you “opt-out”.
- 3.14.4.2 All persons managing, supervising or controlling works must make sure that personnel do not carry out tasks if they are affected by fatigue and their action/inaction could impact upon the safety of themselves or the safety of others i.e. site personnel, visitors or the public.
- 3.14.4.3 Ensure young person’s (i.e. less than 18 years of age), do not work more than 8 hours per day or a 40 hour week and are not permitted to work night shifts between 10pm and 6am (this can be changed to not working between 11pm and 7am, by contract).
- 3.14.4.4 Designated Night Shift Workers shall not be rostered to work in excess of 8 hours in a 24 hour period (calculated over 17 weeks, but it can be over a longer period of up to 52 weeks if the workers and the employer agree, e.g. by collective agreement).
- 3.14.4.5 Where works are conducted in line with set shift patterns, no roster or Fatigue Risk Index (FRI) is required. However, in the event of works following a rotating shift pattern and where the SMOC is required to work, a roster is required capturing rostered and actual hours worked and FRI calculated.
- 3.14.4.6 Should at any point an exceedance of the working hours limit be encountered or where a FRI fatigue score greater than 35 for day works and 45 for night works or FRI risk score of 1.6 is reached, then a Fatigue Risk Assessment Exceedance form – FM-HS-004 shall be completed and the fatigue management plan section implemented.
- 3.14.4.7 Those on call when required to respond to a situation and considered to be “at work” will require to complete the Fatigue Risk Assessment Exceedance form – FM-HS-004 and the fatigue management plan section implemented.

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### 3.14.5 Working Hour Limits (See section 5.4 for EA & CRT call outs)

3.14.5.1 To reduce the risk of fatigue, the working hour limits stated in Table 1 below shall not be exceeded and shall apply to any employee or agency staff working for AmcoGiffen. The limits shall also apply to any contractors working on an AmcoGiffen work site.

**TABLE 1 - WORKING HOUR LIMITS**

Working Rules Requirement	
A	No more than twelve hours to be worked door to door
B	No more than seventy two hours to be worked in any seven day period
C	A minimum of twelve hours rest between booking off from a period of duty/shift to booking on for the next period of duty/shift.
D	No more than thirteen periods of duty to be worked in any fourteen day period

3.14.5.2 A Level 1 Exceedance will occur when there is:-

- An unplanned event that leads to the breach of requirement A (up to 14 hours).
- An unplanned event that will lead to the breach of requirement C (Less than 12 hours but greater than 10 hours).

3.14.5.2 A Level 2 Exceedance will occur when there is:-

- Any planned event that will lead to the breach of requirement A, B, C, or D.
- An unplanned event that will lead to the breach of requirement A (14 hours or more).
- An unplanned event that will lead to the breach of requirement C (period of 10 hours or less).

### 3.14.6 Working Hour Exceedances (See section 2.5 for EA & CRT call outs)

3.14.6.1 Where there is (or likely to be) a Level 1 exceedance, the individual or person managing / supervising the works, will contact the Senior Manager / SMOC / On Call Manager for advice and complete FM-HS-004 (Fatigue Risk Assessment Exceedance Form).

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### 3.14.6 Working Hour Exceedances (See section 2.5 for EA & CRT call outs)

- 3.14.6.1 Where there is (or likely to be) a Level 1 exceedance, the individual or person managing / supervising the works, will contact the Senior Manager / SMOC / On Call Manager for advice and complete FM-HS-004 (Fatigue Risk Assessment Exceedance Form).
- 3.14.6.2 As soon as it is apparent that a person(s) planned working hours will be exceeded during a shift:
- Stop works as soon as it is safe to do so (Change = Stop)
  - Inform their supervisor or Line Manager as soon as reasonably practicable.
  - Follow any guidance or additional controls where exceeded hours have been authorised.
- 3.14.6.3 All Level 2 exceedances shall require authorisation from a Regional / Operations Director.  
**Note: Excess hours over 14 hour door to door must never be planned prior to a shift.**
- 3.14.6.4 The risk control measures stated in FM-HS-004 (Fatigue Risk Assessment Exceedance Form) shall be reviewed and, where there is no alternative other than to exceed the working hours, the form shall be approved by the responsible person prior to work continuing and / or travel commencing.
- 3.14.6.5 Where an exceedance is caused by traffic delays on route from site then the driver or those he/she is sharing the vehicle with shall, when safe to do so, contact the relevant line/on call manager in order to complete FM-HS-004 (Fatigue Risk Assessment Exceedance Form for authorisation.
- 3.14.6.6 Where there has been an exceedance to the working hours and working hours are likely to be exceeded on future shifts, then alternative control measures will be adopted to prevent further breaches.
- 3.14.6.7 Where personnel are authorised to exceed their working hours, they shall be briefed on any additional controls i.e. additional rest breaks, work rotation etc...

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3.14.6.8 The completed FM-HS-004 (Fatigue Risk Assessment Exceedance Form) shall be forwarded to the Labour Manager by the person authorising the exceedance as soon as reasonably practicable but as a minimum on a weekly basis submitted with the corresponding time sheet.

### 3.14.7 Working Hour Limits – EA & CRT Call Outs Only (Non Rail Emergency Works)

3.14.7.1 When operatives are on-call but based at home, on-call time only counts as working time from the time they are called out to respond to an emergency.

3.14.7.2 As soon as it is apparent that an operative(s) planned working hours will be exceeded during a shift:

- If work is being undertaken, stop works as soon as it is safe to do so (Change = Stop)
- Inform their supervisor or Line Manager as soon as reasonably practicable.
- Follow any guidance or additional controls where exceeded hours have been authorised.

**Note: Excess hours over 14 hour door to door must never be planned prior to a shift.**

3.14.7.3 To reduce the risk of fatigue, the working hour limits stated in Table 2 below shall not be exceeded and shall apply to all operatives who are required to respond to an emergency call.

**TABLE 2 – WORKING HOUR LIMITS (ON-CALL RESPONSE)**

Working Rules Requirement	
A	No more than fourteen hours are to be worked including travel in any 24 hour period without authorisation (a total maximum of 14 hours i.e. 10 hrs planned shift + 4 hrs call out)
B	No more than seventy two hours to be worked in any seven day period
C	A minimum of twelve hours rest between booking off from responding to a call out to booking on for the next period of duty/shift.
D	No more than thirteen periods of duty to be worked in any fourteen day period

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- 3.14.7.4 A Level 1 Exceedance will occur when there is:-
- An unplanned event that leads to the breach of requirement A (over 14 hours including call out time).
  - An unplanned event that will lead to the breach of requirement C (Less than 12 hours but greater than 10 hours).
- 3.14.7.5 A Level 2 Exceedance will occur when there is:-
- Any planned event that will lead to the breach of requirement B, C, or D.
  - An unplanned event that will lead to the breach of requirement C (period of 10 hours or less).
- 3.14.7.6 Where operatives are responding to an Emergency Call-Out up to a maximum of 14 hours including call-out and travel time will be permitted in any 24 hour period, without the requirement of an authorised exceedance. Total call out time following a shift must not exceed 14 hours without authorisation.

### 3.14.8 Working Hour Exceedances – EA & CRT Call Outs Only (Not applicable for Rail Works)

- 3.14.8.1 Where there is (or likely to be) a Category A (Level 1) exceedance:
- The operative on call must contact the Contracts Engineer or Line Manager for authority to carry out the work if it is believed that the response to the call-out request will exceed a 14 hour shift to either complete the task or make the work safe for completion on a following shift (Level 1 with Contracts Engineer or Line Manager authorisation / completion of FM-HS-004a – Excessive Hours Authority Form – EA & CRT).
  - In situations where the Contracts Engineer or Line Manager cannot be contacted, the operative shall self-certify the exceedance via Fissara and then follow up the next day by informing the Contracts Engineer or Line Manager to complete FM-HS-004a (Excess Hours Authority Form – EA & CRT).
- 3.14.8.2 Where there is (or is likely to be) a Category B, C or D (Level 2) exceedance:
- The operative on call or Contracts Engineer must contact their Operations Director for authority to carry out the work (Level 2 with Operations Director authorisation / completion of FM-HS-004a – Excessive Hours Authority Form – EA & CRT).

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- 3.14.8.3 Operatives who are called out on an emergency, must have a minimum of 12 hours rest period between the end of the working day or shift and the beginning of the next.
- 3.14.8.4 Where there has been an exceedance to the working hours and working hours are likely to be exceeded on future shifts, then alternative control measures will be adopted to prevent further breaches.
- 3.14.8.5 Where operatives are authorised to exceed their working hours, they shall be briefed on any additional controls i.e. additional rest breaks, work rotation etc...
- 3.14.8.6 The completed FM-HS-004a (Excessive Hours Authority Form – EA & CRT) shall be forwarded to the Labour Manager by the person authorising the exceedance as soon as reasonably practicable but as a minimum on a weekly basis submitted with the corresponding time sheet.

### 3.14.9 Operational Control

- 3.14.9.1 All personnel arriving and leaving the site shall complete the Site Attendance Sheet (projects) or Fissara (for maintenance works on the EA and CRT) in addition to any client/project requirement system such as Sentinel or Datascope.
- 3.14.9.2 The site attendance sheet shall be reviewed midway through the shift and verified at the end of each working day / shift by the person in charge to check for any potential exceedances.
- 3.14.9.3 Timesheets completed at the end of each shift shall be reviewed and approved by the Manager prior to submitting to payroll or commercial teams.

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### 3.14.10 Monitoring and Review of Hours Worked

- 3.14.10.1 Working hours shall be monitored by the person managing the works to ensure persons are not exceeding the limits stated in Table 1.
- 3.14.10.2 FM-HS-005 (Site Attendance Register) shall be checked daily by the Site / Project Manager and random sampling on postcodes and time travelled shall be verified.
- 3.14.10.3 The hours worked are to be recorded on a weekly basis by the Site / Project Manager and submitted to the HR (Payroll) Department for checking and processing.
- 3.14.10.4 Safety Critical Timesheets (where implemented) may be used to record and monitor the actual hours worked (including travel) and shift patterns of Rail Sentinel sponsored staff.
- 3.14.10.5 Where timesheets are submitted in excess of the limits stated in Table 1, they are to be supported by the completed FM-HS-004 (Excess Hours Authority Form) – failure to do so may result in a delay in processing the relevant timesheets.
- 3.14.10.6 Any working hour exceedances shall be sent to the Labour Manager for review and details included in the Monthly SHEQ Board Report.
- 3.14.10.7 All exceedances of working hours shall be reviewed by the Labour Manager and communicated to their respective line manager, to confirm that adequate time for recovery has taken place and to ensure controls are implemented to prevent any re-occurrence.
- 3.14.10.8 Under the Working Time Regulations, records of hours worked will be maintained for a period of 2 years.
- 3.14.10.9 Where an employee fails to abide by the rules within this procedure then this may result in disciplinary action in accordance with the company procedure HR09 (Disciplinary and Grievance).

### 3.14.11 Work Safe

- 3.14.11.1 In accordance with procedure HS72 (Work Safe), all personnel have the right to stop work where they consider working practices (including working excessive hours) pose an unacceptable risk to their health and safety or to others.

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### 3.14.12 Responsibilities

The below table gives a brief summary of individuals' involvement within the procedure

- R – Responsible – The individual or team who will undertake the activity, responsibility can be delegated to others
- A – Accountable – The individual with ultimate accountability for the activity, accountability cannot be delegated
- C – Consulted – This individual should be consulted with during the task and may provide some input
- I – Informed – This individual should be informed of the outcome of the task once it has been completed

Activities	Labour Manager	Operations Director	SMOC	Manager	All Employees
Maintaining records of all employee working hours exceedances	AR	IC	-	-	-
Report all working hour exceedances into the Monthly SHEQ Board Report.	AR	IC	-	-	-
Ensuring that all managers are aware of and comply with the Fatigue Policy.	I	AR	I	I	
Authorising planned and all Level 2 exceedances by approving FM-HS-004 form and supporting mitigation measures.	I	AR	C	C	C
Allocating responsibility to Senior Managers for planning and reviewing working hours.	-	AR	C	RC	-
Monitoring the level of exceedances and the reasons for the exceedances.	I	AR	RC	RC	C
Agreeing action plans with the Senior Manager to limit the number of exceedances.	-	AR	RC	C	-
Authorising all Level 1 exceedances by approving FM-HS-004 Form and supporting mitigation measures.	I	A	R	R	C
Informing the Regional / Operations Director of working hour exceedances.	I	I	AR	R	
Arranging for all rosters to be assessed prior to implementation to evaluate whether the pattern of shifts places staff at risk of fatigue.	-	A	R	R	I
The planning and control of hours worked, to ensure that work and travel time does not exceed Company requirements.	-	A	R	R	I
Ensuring that the hours worked by Designated Night Shift Workers are within the requirements	-	A	R	R	I
Monitoring employee/subcontractor/agency timesheets	-	A	R	R	I
Informing the Senior / On Call Manager or Regional / Operations Director as soon as it is apparent that workers are likely to exceed working hours.	I	I	I	AR	C
Completing/obtaining approval of FM-HS-004 Form prior to any exceedance.	I	C	C	AR	C
Monitoring any amended control measures where exceedances have been authorised.	I	A	R	R	C
Monitoring Site attendance sheet to identify exceedances and conduct random postcode / travel time checks.	I	R	R	AR	C
Ensuring they obtain adequate rest periods and a suitable period of sleep.	R	AR	R	R	R
Notifying their Line Manager, Supervisor or host (if they are a visitor) if: • their work performance is likely to be affected by fatigue or • there is any risk to themselves or others due to the effects of fatigue	R	AR	R	R	R
Keeping their Line Manager informed if there is potential for or an actual exceedance of the working hours and travel time so that appropriate action can be taken.	IR	AR	IR	IR	IR

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### 3.14.13 Definitions

To be read in conjunction with standard terms and definitions FM-QM-007 (Glossary of BMS Terminology).

#### 3.14.13.1 Door to Door:

A period of time identified as the combined total of travel time and work time (inclusive of breaks) from and back to the individuals home / place of rest.

Note: work time includes all travel and work in association with the operations of the business, but does not include any private, recreational or personal activities i.e. shopping, social travel etc...

#### 3.14.13.2 Emergency Works:

Any work or action necessary at the site of an emergency to restore or deliver essential services including, but not limited to, repairing water, gas, electricity, telephone, sewer facilities, or public transportation facilities, removing fallen trees on public rights-of-way, dredging navigational waterways, or abating life- threatening conditions or a state of emergency declared by a governing agency.

#### 3.14.13.3 Exceedance:

Exceeding an identified working time limit as defined within Table 1 (Section 3.2.1) or Table 2 (Section 3.4.3) of this Procedure.

#### 3.14.13.4 Fatigue:

Reduced mental and physical functioning caused by sleep deprivation and/or being awake during normal sleep hours. This may result from extended work hours, insufficient opportunities for sleep, failure to use available sleep opportunities, or the effects of sleep disorders, medical conditions or pharmaceuticals which reduce sleep or increase sleepiness.

#### 3.14.13.5 Night Worker (as defined in the Working Time Directive):

Employees who regularly (i.e. with a constant or definite pattern) work at least 3 hours during the night period between the hours of 11pm and 6am.

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**3.14.13.6 On Call:**

Waiting to respond to an emergency call out or answering a query from persons working in the field (this includes the Senior Manager On Call (SMOC) for weekend rail operations). The period designated as being on call is not considered as “at work” unless the individual is required to respond to a situation for the purpose of this procedure.

**3.14.13.7 Place of Work:**

A location where an employee is working at the employers’ disposal.

**3.14.13.8 Senior Manager (Fatigue Management):**

For the purpose of this procedure, Senior Manager is Contracts Manager and above.

**3.14.13.9 Travel Time:**

A period of time directly from rest location to place of work including a return journey, irrespective of terms of payment or modes of transport.

**3.14.13.10 Work Time:**

A period of time, inclusive of breaks, during which an employee is undertaking work activities on behalf of the company (this does not include time spent waiting to respond “on call” away from the work place or any travel associated with social, domestic or pleasure on route from or back to the home or place of rest).

# SECTION 3

## AMCOGIFFEN POLICIES AND RESPONSIBILITIES

### 3.14.14 Procedure Inputs

#### 3.14.14.1 Legislation

- Railway and Other Guided Transport Systems (Safety) Regulations 2006
- Working Time Regulation 1998 (as amended)
- Working Time Directive 2003
- Management of Health and Safety at Work Regulations 1999

#### 3.14.14.2 National Standards

- None

#### 3.14.14.3 Client Standards

##### **Network Rail:**

- NR/L2/OHS/003 – Fatigue Risk Management
- NR/L3/MTC/MG0224 – Infrastructure Maintenance Process for the Management of Fatigue & Working Hours for Employees Undertaking Critical Work
- NR/GN/INI/001 – Guidance on Management of Door to Door Work and Travel Time

##### **Railway Group Standards:**

- RS504 – Fatigue Management. A Good Practice Guide.

##### **London Underground:**

- S1552 – Contract QUENSH conditions
- S1548 – Safety Critical Work

##### **Environment Agency:**

- Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)

##### **Canal & River Trust:**

- Code of Practice for Works Affecting the Canal & River Trust

#### 3.14.14.4 Internal, Client Supplied and Supplier Documentation

- Labour allocation sheet
- Resource Programme
- Gangers Return
- Site Diary

# SECTION 3

## AMCOGIFFEN POLICIES AND RESPONSIBILITIES

### 3.14.15 Procedure Outputs

- 3.14.15.1 The following completed documents are applicable:
- Fatigue Risk Assessment Exceedance Form
  - FM-HS-004a Excessive Hours Authority Form – EA & CRT
  - FM-HS-005 Site Attendance Register
  - Timesheet

### 3.14.16 Associated Documents

- 3.14.16.1 Associated Procedures
- HS72 Work Safe
  - HR09 Disciplinary and Grievance

### 3.14.17 Training Documents

- 3.14.17.1 Task Specific Training Requirements
- None.

### 3.14.18 High Risk Activities

				
Change Management	Railway Operations	Work Related Road Risk	Electrical & Stored Energy	Lifting Activities
				
Breaking Ground	Working at Height	People & Plant	Works In, Over or Near Water	Confined Spaces

### 3.14.16 Work Safe

- i. In accordance with procedure HS72 (Work Safe), all personnel have the right to stop work where they consider working practices (including working excessive hours) pose an unacceptable risk to their health and safety or to others.

# SECTION 4

## ADMINISTRATION MATTERS

### 4.1 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, cooperation 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**

AmcoGiffen Contract / Job Name	AmcoGiffen Contract / Works Order
Subcontractor Name	Date

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.

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

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

A – Q5 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.	
A – Q6. Where will the waste be taken to?	Name of the waste management site where the waste will be taken (including your own office site, if applicable)	
	1. 2.	Waste Management Site Permit OR Exemption Number. Please state.

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

AmcoGiffen Contract / Job Name	AmcoGiffen Contract / Works Order
Subcontractor Name	Date

**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 5TH 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)? Non hazardous waste Hazardous/Special waste	Y/N Y/N Y/N	Quantity Cubic metres Cubic metres Cubic metres
Where was the waste sent? (circle the box(es) that apply)	Inert (subsoil/stones/concrete, etc)? Landfill Non hazardous waste Hazardous/Special waste	Landfill Landfill Landfill	Transfer Station Transfer Station Transfer Station Incinerator Incinerator
Has any of the waste been segregated on site for reuse or recycling?	Inert (subsoil/stones/concrete, etc)? Non hazardous waste Hazardous/Special waste	Y/N Y/N Y/N	Quantity Cubic metres Cubic metres Cubic metres
Please attach a copy of all your Waste Transfer Notes / Hazardous Waste Consignment Notes raised during the month			
<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
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