



Safety Management of Contractors Policy

This Policy includes the Hazelwood School Nursery

Any contractor working for Hazelwood School or Hazelwood School Nursery must be effectively managed from a health and safety perspective, for both legal and operational reasons.

The purpose of this policy is to prevent accidents and ill-health to employees, pupils, visitors or others on either site arising out of the work activities of contractors and consultants.

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Key Points:

The content of this policy applies when using any contractor or consultant to carry out activities on behalf of Contractors may include construction and maintenance workers, caterers, window cleaners, employment agencies and consultants e.g., designers, systems installers, trainers, project management etc.

1. Introduction

- 1.1 The purpose of this Policy is to prevent accidents and ill health to employees, pupils or visitors on school facilities arising out of the work activities of contractors and consultants It is also to ensure

the safety of any contractors/consultants so far as reasonably practicable and will help ensure compliance with Health and Safety legislation.

- 1.2 It prescribes how contractors must be managed, for both legal and operational reasons, whilst working on school sites. It also covers the approval of contractors and provides a reference for assessing the ability of contractors to work safely.
- 1.3 Contractors may include construction and maintenance workers, caterers, window cleaners, employment agencies, equipment repair and service companies and consultants.

2. General

- 2.1 Hazelwood School is committed to a policy which requires that work is managed and undertaken with due regard to health, safety and welfare standards and expects contractors engaged on work for Hazelwood School to apply the standards stipulated within School policies.

3. Definitions

- 3.1 A 'Contractor' is any self-employed person, or another employer or business who is undertaking work or providing a service for Hazelwood School. All work carried out by such persons, whether of a minor nature or a large centrally placed contract, constitutes a civil "contract".
- 3.2 A "Contract" is an agreement made between two or more parties to carry out or provide a service. This can be a formal, written, contract following a rigorous tender process or can even be a telephone call, or anything between the two. Once made, the client and contractor both have responsibilities with regard to Health and Safety and neither can discharge this responsibility totally to the other.
- 3.3 The "Client" in terms of contractual and safety law is Hazelwood School and is therefore responsible for managing the health and safety performance of the contractor. The Client is represented by the Head, Head of Operations or Estates Manager.
- 3.4 A "Lead Officer" is a School representative whose role is to liaise with the contractor to assess their safety arrangements, establish effective communication and ensure that no obvious breaches of their method statements occur. The Lead Officer is likely to be the Head of Operations or Estates Manager.

4. Responsibilities

- 4.1 The Head will make arrangements for this policy to be implemented including arrangements for the approval of contractors, their authority to work on school facilities and the monitoring of their health and safety performance.
- 4.2 Lead Officers must ensure there are suitable and sufficient arrangements for contractors to work safely whilst they are on the facilities and must provide appropriate information to contractors about safety critical situations or conditions associated with its facilities or work activities.
- 4.4 Where relevant, reference must be made to the publication HSG 150 "Health and Safety in Construction" available on the HSE's website www.hse.gov.uk.

5. Legal Requirements

- 5.1 The HSW Act requires any organisation to take all reasonably practicable precautions to ensure the health and safety of any persons working on its facilities.

- 5.2 Hazelwood School, as the body corporate is the ultimate “client” and has legal obligations to ensure the health and safety of any contractor undertaking work on its behalf. Hazelwood School also has a responsibility to ensure that the contractors’ activities do not harm School employees or pupils or others, such as members of the public, visitors and other contractors. This includes harm arising from any substances, equipment or articles used as part of the contract.
- 5.3 Health and safety duties under criminal law, e.g. the HSW Act and statutory regulations, cannot be passed on from one party to another by a contract; and there will still be duties towards others under section 3 of the HSW Act.
- 5.4 In addition to the legal duties placed on the client and the contractor to ensure safe systems of working, the Management of Health and Safety at Work Regulations 1999 (MHSW) require that contractors undertake an assessment of the risk that their employees or others may face and define the appropriate preventative and protective measures to be taken. They also require that where two or more employers (e.g., client/contractor, contractor/contractor) share a workplace they must co-ordinate and co-operate with each other to ensure health and safety at work.
- 5.5 All employees of the client and the contractor have a legal duty to take reasonable care for the safety of themselves and others and to co-operate with their employers.
- 5.6 Regulations 3 and 11 of the MHSW Regulations 1999 give employers and the self-employed obligations in shared facilities and workplaces to:
 - 5.6.1 assess workplace risks to health and safety.
 - 5.6.2 co-operate with each other and take all reasonable steps to co-ordinate measures necessary for each to comply with the relevant statutory provisions.
 - 5.6.3 exchange information on risks to health and safety and provide information including common emergency procedures to their employees.
- 5.7 If maintenance, small scale building work or other minor works are carried out in connection to a property, Hazelwood School as client has legal duties under the Construction (Design & Management) Regulations 2015 (CDM). Compliance with CDM will ensure that legal obligations are met and ensure construction work and repairs are undertaken safely and without risk to health. Further information on CDM can be accessed on the HSE’s website www.hse.gov.uk

6. Assessment and Selection of Contractors

- 6.1 Normally, only contractors approved by the Full Board should be invited to tender.
- 6.2 Contractors shall carry Public Liability insurance for claims against them of a minimum of £10,000,000 cover for each and every claim, aggregate cover is not acceptable.
- 6.3 The School must ensure that contractors are competent to undertake the work. Contracts should only be awarded following a pre-contract assessment, to ensure that prospective contractors are evaluated on the basis of health and safety criteria in addition to their technical and general competence to carry out the work at a tendered price.
- 6.4 Where a contractor proposes to hire a sub-contractor(s) to carry out part of the work, e.g. the erection of scaffolding, only those assessed for competence must be used. The contractor must supply a list of the sub-contractors to be used to the Client and be required to confirm that the sub-contractor(s) have been assessed as to their competency; this includes Disclosure and Barring Service (DBS)

checks. The Client will reserve the right to exclude any organisation or individual if there are concerns with regard to their competence or safety record.

- 6.5 It is important that price is not the only deciding factor in awarding a contract and proper weight should be given to health and safety considerations. It must also be confirmed that contractors carry the appropriate level of liability insurance.
- 6.6 If it is necessary to use a contractor from abroad, including European Union countries, the contractor must be able to demonstrate an understanding of, and compliance with, UK health and safety legislation and specific statutory requirements e.g., Gas Safe Registration.
- 6.7 On projects involving repeated use of contractors, after initial health and safety assessment, the frequency of further assessment should be at the discretion of the Head of Operations who should ensure that up to date information is kept on file.
- 6.8 For small works not subject to a written form of contract the letter may be modified as appropriate to provide some system of pre-qualification appraisal as to a contractor's capability. Alternatively, the Lead Officer should ensure that key aspects of health and safety associated with the required work have been discussed with the contractor.
- 6.9 On receipt of health and safety information provided by a contractor, the Lead Officer should consider this and if any of it is considered doubtful professional advice must be obtained.
- 6.10 Where such information is found to be inadequate (and no undertaking is forthcoming from the contractor concerned to put matters right) this must be regarded as a major reason for not including a contractor on an approved list or giving that contractor the work and details should be recorded on file together with relevant data.

7. Standard Rules, Conditions and Clauses in Contracts

- 7.1 Contracts should contain, as appropriate to the type of work involved, rules, conditions, clauses or similar, requiring contractors to:
 - 7.1.1 "Carry out all work with due regard to Hazelwood School's General Health and Safety Policy Statement, the Health & Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, the Construction (Design and Management) Regulations 2015, and all other relevant Health and Safety Regulations, Approved Codes of Practice and HSE Guidance".
 - 7.1.2 "Comply with the principles of safety management embodied in the HSE publication HS(G)65 "Successful Health and Safety Management".

8. Pre-Start Meetings

- 8.1 The Lead Officer should facilitate effective communication and arrange for the exchange of information in order that effective health and safety management can be achieved. In addition, the Lead Officer must ensure that specific information is provided to contractors on site about certain safety critical or high-risk activities, e.g. structural alterations, deep excavations, heavy lifting operations hot work, electrical work, work at a height, with fragile materials and work with mechanical plant, to ensure the safety of those working on them, and for incorporation in any necessary permit to work system. In these circumstances, compliance with the requirements of agreed procedures will need to be included as a condition of any contract.

- 8.2 A record of discussions should be made, including safety arrangements generally, identification of known hazards, the consideration of method statements, risk assessments, identification of substances hazardous to health and COSHH arrangements, measures to safeguard third parties who may be affected by the work including pupils, service users etc. and arrangements for dealing with hazards representing serious and imminent danger etc.
- 8.3 For those small contracts, a similar meeting will need to be held but the records kept need only be commensurate to the extent and nature of the work, considering any higher risk activities.
- 8.4 In such cases, the Lead Officer will agree with the contractor the arrangements for safe access and a safe place of work on the facilities, including the contractor's response to emergency situations (e.g. fire evacuation). This will include their appropriate and safe interaction with staff, pupils and others on the facilities who may be affected by their conduct and work. A safe system of work for dealing with these arrangements is attached as Appendix 1.
- 8.5 Where existing School health and safety procedures are relevant to a contractor they should be explained and a copy of relevant documents made available, if appropriate, e.g. fire safety procedures, COSHH policy, etc.
- 8.6 Where there is sufficient capacity and subject to local agreement, existing welfare facilities may be made available to a contractor. If existing welfare facilities are not to be made available, it is the responsibility of the Lead Officer to ensure that adequate alternative welfare facilities are put in place for the contractor to use before work commences.
- 8.7 Any trade union accredited safety representative based on the facilities should also be advised when contractors work is substantial or will have an impact on the working conditions of staff.
- 8.8 The contractor must be advised that the Client may undertake suitable checks to confirm compliance with necessary safety standards. Any observed breach of the terms of the contract and/or any other agreed safety arrangements may result in the work being stopped immediately, pending an agreed change in practice and any future contracts or work jeopardised.

9. Safety Method Statements

- 9.1 For certain safety critical or high-risk activities, such as work with or in the vicinity of asbestos, work at a height, work on or near fragile roofs, major lifting operations and traffic management, the Lead Officer must receive written safety method statements and risk assessments from the contractor and be satisfied with their content of before work commences.
- 9.2 A safety method statement should demonstrate that the contractor has clearly thought through the hazards which could be encountered, assessed the risks to their employees and others and planned the work properly with the health and safety precautions prescribed before work commences. It should therefore detail how the job is to be done safely and without any risk to health and safety. It should include details of the personnel designated to do the work together with their training/experience, a description of each stage of the work, the access and equipment to be used (including personal protective equipment) and, where appropriate, should include plans and drawings.
- 9.3 Safety method statements which are bland and simply list the tasks to be carried out are unacceptable and of little value in preventing accidents and ill health and may be indicative of the contractor's lack of competence in such matters.
- 9.4 Where the Lead Officer is in doubt as to the adequacy of a particular safety method statement, advice should be obtained from a competent person.

- 9.5 The receipt of the safety method statement by the Lead Officer (and any inspection of it) does not relieve the contractor of their responsibilities.
- 9.6 In the event of the need for deviation from the safety method statement, no further work will be done until agreement has been reached and recorded in writing between the client and contractor on the method of work to be followed in the new circumstances.

10. Estate Managers

- 10.1 Estate Managers are required to control the work of contractors whilst they are on their facilities having regard to the way in which their activities may impact on normal activities and service provision. This will generally include agreeing to their commencing work, advising them of any operational or safety restrictions on the scope of their work, ensuring arrangements for their safe access, safe place to work and advising them of their response to emergency situations (e.g. fire evacuation, first aid). This is particularly important in the context of managing asbestos on the facilities and reference should be made to Hazelwood School's Policy on Asbestos for more details.
- 10.2 Particular account must be taken of the contractor's appropriate and safe interaction with staff, pupils, clients, service users and others on the facilities who may be affected by their conduct and work. Contractors are not necessarily DBS checked and therefore should not be left unsupervised in situations which might put service users at risk.
- 10.3 Reporting of accidents, dangerous occurrences, fires, occupational illness, property loss/damage: In addition to their own procedures contractors/consultants shall report any accident to one of their employees to the Lead Officer who will ensure it is recorded on the incident reporting system. Copies of all reports notified to the enforcing authorities made under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) shall be copied to the Lead Officer immediately. Hazelwood School may wish to investigate all accidents involving contractors and expect the co-operation of the contractor and its employees in ascertaining the true cause(s) to prevent a similar accident.
- 10.4 Contractors shall not be permitted to use Hazelwood School's materials, tools, equipment etc. e.g., ladders, step ladders, lamps, personal protective equipment.
- 10.5 Where any order, e.g., for maintenance or repair work, is placed locally, the Estate Manager should ensure that the contractor is aware of exactly what work is to be carried out, where and when it is to be done and what facilities' health and safety risks might be associated with it. If any significant risks are identified, e.g. work on or in the vicinity of fragile surfaces, materials (assumed to be or) containing asbestos, work on a step ladder in a busy corridor area; these risks must be addressed, and arrangements made to either remove or effectively reduce/control them.
- 10.6 A risk assessment and/or safety method statement will be needed for any works undertaken, as well as formal Permits to Work for high-risk activities such as hot work. These are the contractor's responsibility, but the Estate Manager should ensure they understand what the work entails and are appraised on any elements likely to impact on the health and safety of everyone else on the facilities.
- 10.8 Where, during the course of their normal work, the Estate Manager becomes, or is made, aware of significant hazards created by the contractor, e.g. their use of chemical substances on the facilities, disturbing materials which do, or might, contain asbestos, or the proximity of electrical cables to data cables that an ICT Contractor is to install; the Estate Manager must ask the contractor to stop work whilst further advice is sought. Work must not restart until all parties

are satisfied that the concerns have been addressed, and the required safety precautions are in place.

- 10.9 Appendix 1 gives detailed guidance on the role of the Estate Manager overseeing contractors by way of a safe system of work.

11. Monitoring the Safety Performance of Contractors

- 11.1 Contractors are responsible for their own safe working, including conforming to their method statements and risk assessments; as well as complying with any written contract, relevant legislation and associated HSE publications.
- 11.2 Hazelwood School is also responsible for actively monitoring a contractor's compliance with the terms of the contract, their health and safety performance, as well as the quality of the work, throughout the period of the contract. Procedures for carrying this out will vary between departments.
- 11.3 The person carrying out the monitoring must be competent to do so and be broadly familiar with the type of work and the health and safety aspects. They must also be aware of the relevant School policies and procedures.
- 11.4 The frequency and scale of monitoring must be commensurate with the type, risk(s) and duration of the work and the extent of monitoring may have to be varied dependant on the (on-going) safety performance of the contractor.
- 11.5 Monitoring must address relevant documentation, work activities and conditions on site; with particular emphasis on the (continued) validity of any risk assessments, compliance with method statements, safe working practices, site rules etc. The safe interaction between the contractor and others e.g., staff, pupils and members of the public must also be confirmed.
- 11.6 Investigations may be needed in response to any reported health and safety incidents and visits by the HSE or the Police.
- 11.7 In general terms, if the Estate Manager, safety representative or other School employee observes a contractor working in a manner which he or she suspects may be unsafe, it should be reported to the Lead Officer.
- 11.8 If the observed unsafe practice is considered likely to cause serious or imminent danger to the contractor or any person affected by the work, the contractor must be instructed to stop that work practice immediately pending a change in practice.
- 11.9 Documented records of any such monitoring, site meetings, inspections, investigations, reprimands etc. must be kept for the duration of the contract and taken into account as part of a review at the completion of the contract.

12. Completion of Contract

- 12.1 The Contractor will be expected to leave the worksite clean and tidy, remove all waste, materials, tools and equipment. This should be checked by the Lead Officer and an evaluation carried out as to the Health and Safety performance of the contractor. If the Health and Safety performance was unsatisfactory this will require a review of the continuation of the contractor on the approved list.
- 12.2 On completion of the work the contractor must be asked to provide any necessary information to update the Health and Safety File where one exists.

Appendix 1: Safe System of Work for the Safe Management of Contractors

Where relevant, reference must be made to the publication HSG 150 “Health and Safety in Construction” available on the HSE’s website www.hse.gov.uk.

This appendix outlines the arrangements for the management of contractors. It covers all work by contractors (e.g. capital work, maintenance) under any type of “contract” (e.g. term contracts, formal contracts, local orders).

Contractors must make prior arrangements and appointments before arriving (at the facilities) to carry out the work. Lead Officers can refuse access if the work is not convenient at the time and/or would conflict with operational requirements. Lead Officers should have arrangements in place for advising any trade union safety representative for their facilities of the type and scope of impending work by contractors.



Contractors will report to reception to report to the Lead Officer or their representative and be required to produce valid identification and authority to work before being granted entry.



The Lead Officer or their representative must be contacted before entry is granted and/or work commences. The Estate Manager must ensure that there is always a substitute during their absence from the facilities (e.g. at another location, leave, sickness); who is acquainted with the location of all relevant contract documentation (e.g. method statement) and any asbestos survey database records.



The Contractor’s credentials must be confirmed and the work confirmed as authorised and appropriate. They must record their name and address in a Visitors Book (or equivalent), including Time In and Time Out, and where appropriate be issued with a Visitors Badge. This must also be done whenever they temporarily leave the facilities, e.g. to collect materials, or return next day.



Contractors will only be granted entry provided their work has been authorised (e.g. under a term contract, local order) after prior arrangements have been made, and it is appropriate at the time taking into account, for example, the needs of service users, pupils, visitors, the public.



The Estate Manager must explain (orally and where available by means of a standard handout/leaflet) the relevant fire safety, first aid, washing and toilet arrangements etc.; together with any restrictions on the contractor’s access around the facilities (e.g. in the vicinity of service users, pupils). Any Health and Safety File (under the CDM Regulations) or similar, must be provided to the contractor for reference.



Contractors must discuss their proposed method of work with the Estate Manager, and agree any specific precautions required taking into account any safety-critical hazards/ risks associated with the facilities or work activities. (Note: Special agreed methods of work will be required for work with or in the vicinity of

asbestos – see Hazelwood School Policy on Asbestos for more details). Consideration must also be given to any operational or service provision arrangements which may be affected by the work. The Estate Manager must provide the contractor with relevant health and safety information about the facilities and discuss and agree the appropriate method of work with the contractor.



Estate Managers must be familiar with any Health and Safety File or Logbook and any local Asbestos Management Plan for their facilities and make contractors aware of any asbestos survey database records and details of any presumed or known asbestos-containing materials (ACMs).



If it is discovered by the contractor or the Lead Officer that any work which is likely to disturb the fabric of the building is proposed to be carried out in the vicinity of known or suspected ACMs or it is unknown if there are any ACMs or not, the Lead Officer must obtain professional advice prior to any work commencing.



Method statements and risk assessments for work with asbestos must also be agreed between the contractor and the Lead Officer who must arrange for all staff affected to be advised of the arrangements before work commences.



GENERAL CONTRACTORS MUST NOT INTERFERE WITH, OR WORK ON, ANY ASBESTOS-CONTAINING MATERIALS – ONLY HSE LICENSED CONTRACTORS APPROVED BY THE COUNCIL PROPERTY DEPARTMENT CAN WORK ON OR WITH ACMs.



If there is any inadvertent damage, and/or resultant exposure, to asbestos (fibres) the work must stop immediately and the appropriate remedial action described in Hazelwood School Policy on Asbestos implemented.



When the work is completed, the contractor must report to the Estate Manager who will arrange for a visual safety clearance check to confirm that the work area is safe. (In the case of asbestos a final air clearance sample, carried out by an independent laboratory on behalf of the contractor who removes the ACMs, must be taken prior to re-occupation).



If the work is only partially completed, the contractor must agree with the Estate Manager that it is left in a safe condition and will not adversely impinge on the normal activities on the facilities.



Before leaving, the contractor must report to Reception and sign out.

Approved by Head/SMT in Summer Term 2025