

**Essential Living (Swiss Cottage)
Limited**
(registered in Jersey no. 111589)
3rd Floor
37 Esplanade
St Helier
Jersey JE2 3QA

Matthews (Sussex) Limited
(registered in England & Wales No. 02682383)
Stephenson Place
Stephenson Way
Three Bridges
Sussex
RH10 1TN

FAO: Dylan Lovelock

Date:

Dear Sirs

Works in respect of the demolition of concrete ramp and steps at 100 Avenue Road, Swiss Cottage, London NW3 3HF (the "Property")

1. It is our intention to enter into a demolition contract with you for the demolition of an external staircase (the "**Works**") subject to final agreement to the contract to be substantially in the form of the JCT Minor Works Contract 2016, together with any amendments agreed between us based on the schedule of amendments at Appendix 1, and the contract documents appended at Appendix 2 (the "**Contract**"). Unless otherwise specified in this letter, words and phrases defined in the Contract shall have the same meaning in this letter.
2. Please accept this letter as our instruction to commence the demolition works immediately and to act as principal contractor for the purposes of the Construction (Design and Management) Regulations 2015 in accordance with the terms of this letter and the Contract pending final agreement and execution of the Contract. We have the right to revoke this letter or terminate it at any time by seven days' notice in writing to you. In the event of any conflict or inconsistency between the Contract and this letter (including the Appendices), this letter shall take precedence.
3. The following terms and conditions shall apply to the Works:
 - (a) You shall commence the Works on 5 December 2017 and complete the Works on 8 December 2017; and
 - (b) you will effect public liability insurance with a limit of £10,000,000 for any occurrence or series of occurrences arising out of each and every event under this letter; and
 - (c) shall at all times ensure that all waste is to be stored on site and not removed to reduce traffic movements.
4. We intend to appoint the following consultants for this development, with whom you will need to liaise:



Principal Designer – Aecom Infrastructure & Environment UK Limited

Project Manager – Capita Property & Infrastructure Limited

5. Our obligation to pay you for the Works in accordance with the Contract shall be limited to a maximum of £2,995.00 (which shall exclude VAT) subject, however, to this sum being reduced by the amount of any claim or set off which we might have against you. The first assessment date for payment for the Works shall be the date of completion of the Works. We shall be under no other obligation to you, whether to make further payment, or as to any other matter, until agreement and execution of the Contract and provision of all bonds, guarantees and other documents required by the Contract.
6. If and when the Contract is executed, its terms and conditions will supersede this letter and shall govern retrospectively the Works. Any monies paid to you in respect of the Works shall be treated as a payment on account of the sums due under the Contract.
7. If this letter is revoked or terminated in accordance with paragraph 2 above without the Contract having been entered into or if the Contract is not entered into, then:
 - (a) the terms of this letter shall apply to that part of the Works which have been carried out under this letter;
 - (b) we shall reimburse your reasonable costs properly incurred in implementing this letter in accordance with paragraph 5 above (but subject to reduction as mentioned in that paragraph) up to the date of such revocation. We shall owe you no further compensation either in respect of any work which you have performed or in respect of the termination of this letter. In particular you will have no claim against us for breach of contract, loss of profit, loss of expectation or otherwise arising from the failure to enter into the Contract;
 - (c) you shall:
 - (i) deliver to us all designs, plans, programmes and documents prepared in relation to the Works by you or by sub-contractors or consultants on your behalf; and
 - (ii) consult us with regard to the action which you shall take for the fulfilment or cancellation of orders and shall supply to us all invoices and other documents relating to orders made or intended to be made. If so required by us, you shall assign to us or our nominee the benefit of any or all contracts entered into with sub-contractors, consultants and suppliers.
8. You hereby grant to us an irrevocable, non-exclusive, royalty free licence to use and reproduce any of the drawings, details, specifications and calculations which have been or are prepared by you or on your behalf, relating to the design and construction of the Works and the designs contained in them (the "Documents") for the construction of the Works and the advertisement, sale, letting, maintenance, repair, reinstatement, reconstruction and extension of the Works and to grant sub-licenses in the terms of this licence but the copyright in the Documents shall remain vested in you. You shall have no liability for the use of any Documents for any purposes other than those for which they were prepared.
9. You warrant that the Works have been and will be (up to the date of termination or revocation of this letter, if applicable) properly completed in accordance with the terms of the Contract.



10. A person who is not a party to this letter has no right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.
11. This letter and any dispute or claim under or in connection with this letter or the subject matter or formation of this letter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute or claim under or in connection with this letter or the subject matter or formation of this letter (including non-contractual disputes or claims).
12. This letter may be executed in any number of counterparts, each of which, when executed and delivered, is an original, but all the counterparts taken together shall constitute one document. This letter shall not take effect until executed by all parties.

This letter has been executed and delivered as a deed on the date shown on the first page.

EXECUTED ~~as a deed by~~)
ESSENTIAL LIVING (SWISS COTTAGE))
LIMITED)
 acting by the under-mentioned)
 person(s) acting on the authority)
 of the said company in accordance)
 with the laws of the territory of)
 its incorporation:)

Carol Keenan

.....
 Authorised signatory

.....
 Authorised signatory

OK

EXECUTED as a deed by)
MATTHEWS (SUSSEX))
LIMITED)
acting by a director)
in the presence of:)



.....Mark Matthews

Signature of Director



.....
Signature of Witness

Name of witness: Dylan Lovelock

Address of witness: 62 Albion Road Birchington Kent



APPENDIX 1

SCHEDULE OF AMENDMENTS

**SCHEDULE OF AMENDMENTS TO THE JOINT CONTRACTS TRIBUNAL
MINOR WORKS FORM BUILDING CONTRACT 2016 EDITION**

**ESSENTIAL LIVING (SWISS COTTAGE) LIMITED
(Employer)**

and

**MATTHEWS (SUSSEX) LIMITED
(Contractor)**

**- relating to -
Demolition works at 100 Avenue Road,
Swiss Cottage, London NW3 3HF**

This is the Schedule of Amendments referred to in the Articles of Agreement between the Employer and the Contractor dated

Signed: _____
For and on behalf of the Employer

Signed:  _____
For and on behalf of the Contractor

5 New Street Square | London EC4A 3TW
Tel +44 (0)20 7300 7000
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DX 41 London
www.taylorwessing.com



**SCHEDULE OF AMENDMENTS TO THE JCT MINOR WORKS CONTRACT
(2016 EDITION)**

The Contract shall comprise the Minor Works Contract (2016 Edition) published by the JCT subject to the following amendments:

Articles

Insert the following:

"Article 9 Schedule of Amendments

The Parties agree that the modifications in the attached Schedule of Amendments (signed by the Parties) are incorporated into this Contract and the provisions of the Articles of Agreement, the Conditions and the Schedules shall have effect as modified by the Schedule of Amendments which together comprises this Contract." [INSERT IN MANUSCRIPT IN CONTRACT]

Conditions

Section 1: Definitions and Interpretation

Clause 1.5

Delete clause 1.5 entirely and insert the following:

"Save where otherwise expressly provided, this Agreement shall not and the Parties do not intend that this Agreement shall confer on any third party any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise."

Clause 1.8

Insert as new clause 1.8 the following:

"1.8 In the event of inconsistency, the documents comprising this Contract shall be construed in the following order of precedence:

- 1.8.1 Articles of Agreement;
- 1.8.2 Conditions (as amended by this Schedule of Amendments and Appendices);
- 1.8.3 Contract Particulars;
- 1.8.4 the documents referred to in the Second Recital."

Section 2: Carrying out the Works

Clause 2.12

Insert new clauses 2.12 to 2.15 as follows:

"2.12 The Contractor warrants that:

- .1 it carries on its business in an honest, fair and open way and does not tolerate practices which could be classed as corrupt or acts of bribery to obtain an unfair advantage, whether engaged in by the Contractor, its clients, its sub contractors or suppliers or others with whom it does business or, in each case, it's or their respective officers or employees;
- .2 neither it nor any of its officers and employees have ever been convicted of any offence that amounts to bribery or corruption for the purposes of the Bribery Act 2010 (referred to as the "Act" in this clause 2.12) and none of them has been charged or is currently being investigated for any such offence;
- .3 to the best of its knowledge, information and belief, none of its clients, its sub contractors or suppliers or others with whom it does business have ever been convicted of any offence that amounts to bribery or corruption for the purposes of the Act, none of them has been charged or is currently being investigated for any such offence and none of their respective officers or employees have been so convicted or charged or are being so investigated;

- .4 it has and will at all times maintain in place an effective written policy for addressing the issues and risks raised by the Act and by the guidance issued from time to time by the Ministry of Justice (or its successors) under s9 of the Act (referred to in this clause 2.12 as the "Guidance");
- .5 it has and will at all times maintain in place adequate measures to prevent bribery by those associated with it as set out in s7(2) of the Act and as explained in the Guidance; and
- .6 it has imposed on those associated with it for the purposes of the Act requirements no less stringent than those set out in this clause 2.12.

2.13 The Contractor undertakes to the Employer to:

- .1 inform the Employer forthwith in writing in the event that the any of the warranties set out in clause 2.12 ceases to be true, providing full written particulars of the non-compliance
- .2 provide on demand:
 - (a) a copy of the policy maintained under clause 2.12.4;
 - (b) full written particulars of the adequate measures maintained under clause 2.12.5;
- .3 reasonable written evidence that it has imposed requirements on those associated with it as required by clause 2.12.6.

2.14 The Contractor agrees to take all reasonable steps to ensure that there is no slavery, servitude, forced or compulsory labour, or human trafficking occurring in its business or in its supply chain.

2.15 The Contractor undertakes, warrants and represents to the Employer that:

- .1 the Contractor shall comply with the Modern Slavery Act 2015;
- .2 neither the Contractor, nor any of its officers, employees, agents or subcontractors:
 - (a) has committed an offence under the Modern Slavery Act 2015 ("MSA Offence");
 - (b) is subject to an investigation or prosecution of an alleged MSA Offence under the Modern Slavery Act 2015; or
 - (c) is aware of any circumstances within its supply chain that could give rise to an investigation or prosecution of an alleged MSA Offence under the Modern Slavery Act 2015; and
 - (d) to the best of the Contractor's knowledge and belief, there is no slavery, servitude, forced or compulsory labour, or human trafficking in its supply chain."

Section 3: Control of the Works

Clause 3.1

Delete clause 3.1 and insert:

"3.1.1 The Employer may assign or charge the benefit of this Contract at any time without the Contractor's consent.

3.1.2 The Contractor shall not assign, novate or charge the benefit of this Contract without the Employer's prior written consent."

Clause 3.3

Insert new clause 3.3.3:

"The Contractor shall be liable to the Employer for the acts and omissions (including those in tort) of the person to whom the Contractor has sub-contracted, and the consent of the Employer to any sub-contracting shall not otherwise release or discharge the Contractor from liability to the Employer. All sub-contractors shall be deemed to be domestic to the Contractor."

Section 6: Termination

Clause 6.5.1

Insert in the first line of clause 6.5.1 after "insolvent,":

"then such event shall constitute a default and breach by the Contractor of this Contract and".

Clause 6.5.2.2

Delete and insert "[Number Not Used]."

Clause 6.7

Insert in the first line after "6.6":

"the Contractor shall deliver possession of the site to the Employer even if the Contractor challenges the validity of such termination, and".

Section 7: Settlement of Disputes

Clause 7.3

Delete and insert: "[Number not used]".

Schedules

Schedule 1 Arbitration

Delete Schedule 1 entirely and insert: "[Not used]".

Schedule 2 Fluctuations Option – Contribution, levy and tax changes

Delete Schedule 2 entirely and insert: "[Not used]".

Schedule 3 Supplemental Provisions

No changes

APPENDIX 2
CONTRACT DOCUMENTS

Handwritten signature or initials in the bottom right corner of the page.

Risk Assessments and Method Statements

REMEDIATION

EARTHWORKS

TIPPERS

PLANT HIRE

LANDFILL RESTORATION



MATTHEWS DEMOLITION

Design, Demolish, Deliver

METHOD STATEMENT & RISK ASSESSMENTS FOR THE DEMOLITION OF EXTERNAL STAIRS AND RAMP



100 AVENUE ROAD, SWISS COTTAGE, LONDON



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Matthews Group Companies: Matthews (Sussex) Ltd. | Matthews Estates Ltd | Hundley LLP | Huntley LLC Phoenix Az | Huntley Farms LLP | Greylands Farm Ltd | Holbrook Ltd

MATTHEWS (SUSSEX) LTD | REGISTERED IN ENGLAND NO 266 2383 | VAT NO 602 463571

DISCLAIMER

This method statement is produced as part of the Matthews Group Safe System of Works and is intended to be used as a guide only for the Health & Safety of Matthews Group site operatives, visitors and adjacent occupiers of the site in question, so far as can be reasonably expected with the actual knowledge and information available to Matthews Group at the time of issue of this document. As such no reliance should be placed (and Matthews Group accepts no responsibility whatsoever for the consequences of such reliance) on this method statement by any person in any contractual arrangement. This does not affect the statutory rights of any party contracting with Matthews Group under general health & safety law.

Document Authorisation

Demolition Contractor	Client
Matthews (Sussex) Ltd Stephenson Place Stephenson Way RH10 1TL CRAWLEY Tel: (01293) 617 014 Fax: (01293) 617018 Email: dylan.lovelock@matthewsgroup.co.uk	Essential Living 30 Monck Street London, SW1P 2AP (0)20 7340 0300

Version	Detail	Prepared by – Date	Authorised By - Date	Accepted By-Date
01.12.2017	Method Statement	Dylan Lovelock Snr Contracts Manager AMIDE 01.12.2017	Mark Matthews Managing Director 01.12.2017	Client Representative Client Position Barry Coltrini
V: 01	Approved For Issue- Y / N	Signed:	Signed:	

Review Date	Page Number	Amendments	Initials
03/12/2017			DTL

This document is classified as a design document for the works described. Before issue and use it must be signed by the author, and after formal review, by a technically competent reviewer.



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Project Start Date – 05/12/17

Project Duration – 1 Week

Working Hours

Mon – Fri

07:00 – 19:00

Access / Egress – 100 Finchley Road

1. Description of Work

Our works comprise of the demolition of the bungalow and removal of slab and foundations.

Works will include:

- Site Set Up –Installation of safety zones
- Installation of Security Fencing and Safety Signage
- Demolition of Ramp Structure to Ground Slab Level
- Process and stockpile all demolition arising's

2. Sequence of Work

- Installation of Site Security Fencing and Safety Signage
- Site Set Up
- Obtain isolation certificates for disconnected services / Protect Electrical supply if required
- Demolish main structure
- Process and stockpile Demolition Arising's
- Clear area of all equipment and leave in a safe and tidy condition.



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Matthews Group Companies: Matthews (Sussex) Ltd, | Matthews Estates Ltd | Huntley LLP | Huntley LLC Phoenix Az | Huntley Farms LLP | Graylands Farm Ltd | Holbrook Ltd

3. Training and Personnel Details/ Site Contact

Managing Director Mark Matthews 07850 906201 email mark.matthews@matthewsgroup.co.uk
 Snr Contracts Manager Dylan Lovelock 07706103780 email dylan.lovelock@matthewsgroup.co.uk
 Site Manager Tom Turner 07974275677 email tom.turner@matthewsgroup.co.uk
 Demolition Site Manager- 1.No
 Plant operators -1.No
 Demolition operatives -2.No

- All operatives receive a Matthews (Sussex) Ltd site safety induction, which is site-specific for work on this project. Task specific operations will be controlled at site level with daily briefings and toolbox talks. As part of this, all operatives receive a copy of this Safe System of Work and sign as having read and understood it.
- All MSL Managers, Supervisors and Operatives are CCDO trained and hold relevant competency cards.
- All MSL operatives have been trained to recognise Asbestos Containing Materials, if any ACM's are discovered in the structure during demolition, work will cease and the Site Manager will be notified. An asbestos surveyor will be called to site and a sample taken for testing.
- All MSL demolition site Managers/ Supervisors hold CITB Demolition Supervisor Certificates & CCDO competency cards demolition equivalent to construction industry SMSTS Scheme.

4.P.P.E

The following personal protective equipment will be provided as a minimum requirement, all operatives will be issued with the following during the site induction along with details on the correct use.

Hard hat BS EN 471	Safety Footwear BS EN 345
Gloves BS EN 388	Hi-Vis clothing BS EN 471
Eye Protection BS EN 166	

The following Personal protective equipment will be issued and will be worn when deemed necessary.

Face/nose masks with appropriate filter (FFP3) Ear Defenders Wet weather clothing Additional Eye Protection	Full body harness Leather Gauntlets Flame Retardant Coveralls
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5. Assessment of Existing Services

All disconnections and diversions to be carried out by others prior to demolition work commencing. Before commencing Matthews (Sussex) Ltd will ensure that all the services have been disconnected and made safe and that there is a 'Certificate of Isolation' for disconnections produced and issued by service providers or client. Works will be strictly controlled by a 'Permit to Work' system whereby work will be carried out in conjunction with services plans. Where services are to remain 'Live' provisions will be made for protection to ensure no cable strike during the works.

6. Temporary Works

Anticipated temporary works are as follows:

- Site Security Fencing
- Signage

All temporary works will be designed and installed in accordance with code of practice -BS5975: 2008

7. Plant and Equipment

Small Tools

A minimal percentage of the demolition, activities will be facilitated by operatives using small hand-held 110v power tools or petrol tools such as reciprocating saws, disc cutters and burning plant for hot cutting and processing steel elements of the structures. All petrol power equipment will be rest on drip try when not in use. Hand tools will include but not be limited to, sledge hammers, mattocks, pinch bars, shovels, etc. Mobile towers or podium steps will also be utilised in order to access elements at height during the works. All Matthews (Sussex) Ltd operatives will be trained and certificated in the use of this equipment.

Heavy Plant

Demolition of the main structure will be carried out by a 3 Tonne excavator. A range of hydraulic attachments will be utilised to perform these tasks in the most efficient manner. For safety reasons all heavy plant ignition keys are to be attached to a bungee line to ensure the operator removes it each time he finishes operating and disembarks from the machine.

Plant inspections will be carried out and recorded in the CDM 2007, LOLER 1998 or PUWER 1998 registers accordingly. Applicable 12 monthly statutory certificates for all plant will be available on site.



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8. Traffic management /Site Vehicle Control/ Access & Egress from site.

Management of vehicles on site will be in accordance with HSG144 and INDG199, observing that all site plant/vehicles are controlled by a trained banksman.

Upon entry to site all operatives and visitors are required to sign-in upon arrival and sign-out when leaving to ensure all persons can be accounted for in the event of an emergency. The signing-in book will be located at a security gate.

The site gates will be locked at all times. Communication will be maintained between site manager and all drivers entering site to ensure 'stacking' of vehicles does not occur on any surrounding roads.

Relevant signage will be displayed upon approach and concealed entrance of the site informing the public and demolition vehicles of the activities and restrictions.

9. Deliveries, unloading and storage of materials

- Vehicles will access site only by agreed routes.
- All vehicles must enter and leave site under direction of the trained Banksman.
- All demolition / delivery vehicles to access and egress the site by the designated site gates.
- Tools and equipment will be unloaded and stored in a locked container at all times.
- Fuel deliveries will be planned and upon arrival directed to a lockable bunded bowser for refuelling.
- Unloading of equipment and materials will be controlled and in accordance with the Manual Handling operations regulations 1992.
- A Banksman will inspect all vehicles on leaving site and if required will clean off the wheels with a hose, shovel and broom, no debris will be allowed to contaminate the public highway. A trained Banksman will control all movements of vehicles and ensure pedestrians / general public take priority.

10. Limits and Location

The building is situated on the corner of Finchley Road, Swiss Cottage, situated on a ring road. It can become very busy at peak times and care must be taken and traffic management to be implemented to avoid disruption to the local residents.



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11. Welfare Provision

Welfare facilities are to be provided on site by Matthews (Sussex) Ltd, facilities will be of a standard in accordance with the requirements of the Construction (Design and Management) Regulations 2007 and incorporate the smoke-free (Premises and Enforcement) Regulations 2006.

12. COSHH

Any works that may involve the use or handling of COSHH substances will be carried out in accordance with the COSHH Regulations 2009. Any identified hazardous materials, Liquids or gases will be stored in an appropriate locked enclosure. Designated areas will be installed with appropriate signage to warn of the nature of the substance and its use. Waste items will be stored securely until they can be disposed to the appropriate waste facility.

13. Signage

Signage will be installed on to the exterior of the site fencing to warn the general public of the nature of the site work and details of site contacts. Details of specific site safety rules will be displayed at all entrance points. Any specific Hazards or Dangers will be clearly identified and relevant signage displayed. In addition, signage will be installed within the site displaying information such as: Safe Walking Routes, Location of Welfare, Access and Egress points, First Aid point, Emergency Assembly point, Demolition Drop Zones etc. All signage displayed will be in accordance with The Health and Safety (Safety Signs and Signals) Regulations 1996.

14. Hand Arm Vibration / Whole Body Vibration

All operations which have the potential to cause HAV or WBV will be strictly controlled and carried out in accordance with the Control of Vibration at Work regulations 2005.

Exposure levels will be monitored and recorded to ensure no operative exceeds the maximum vibration value. Consideration will be given of the type of tool for the job to ensure the risk is minimised.

Specific Toolbox Talks will be carried out to ensure operatives are fully aware of the dangers associated with HAV and WBV.



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15. Environmental Considerations

The work will include the implementation of Best Practical Means in accordance with BS 5228: Part 1 and as good practice the procedures as set out in "the control of dust emissions from construction and demolition" Guidance, while also being compliant with BS6187 code of practice for demolition and refurbishment. Environmental incidents / complaints will be reported immediately to the relevant organisations and the appropriate measures to deal with any such incident will be implemented. All operations will be carried out in accordance with the Environmental Protection Act 1990

Detailed below are mitigation measures implemented in line with current legislation to minimise environmental impact on surrounding areas, including considerations for the residential properties in close proximity to the project.

Control of Air Pollution

Any plant, machinery and vehicles will be switched off when not in use, this minimizes unnecessary air pollution, in addition plant will be of most modern type with upward pointing exhausts.

Demolition will be carried out with a suitable dust suppression system installed with a water supply gained from a local source.

Dust suppression as detailed above, will also be discharged periodically on internal site roads and operatives will ensure all areas are kept clean as required to prevent them from becoming dry and have the possibility of emitting dust.

We will ensure that all waste carrying vehicles are sheeted before leaving site and that damping down measures as detailed above are also deployed at the processing stage, this will ensure that dust emissions are minimized during this process. Demolition methods, as detailed below will mitigate dropping from height, this can cause 'dust blows' demolition will be gradual and accompanied by suitable dust suppression as detailed above.

Site management will visually monitor levels of dust emissions from the demolition face, while not anticipated with the above control measures in place, works will cease and our method amended should levels become uncontrolled.

If required, additional dust monitoring will be carried out at site perimeters, an environmental management plan will be produced to denote monitoring points at the site boundary, monitoring will be carried out periodically via hand held devices with readings logged and maintained on site for reference.



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Should monitored levels of dust be read above that of Workplace Exposure Limit (WEL) 0.3 mg/m³ Time Weighted Average (TWA) over an 8hr period, then works will stop while an alternative method or further mitigation measures are implemented?

Demolition works to be carried out as far as reasonably practicable in line with the mitigation measures as detailed in 'The control of dust and emissions from construction and demolition; Produced in partnership by the Waverly Councils Best Practice Guidance'. As well as in accordance with 'BS6187; Code of practice for demolition and partial demolition'

There will be **NO** burning on site whatsoever.

Control of Possible Ground Contamination

- The availability of spill kits on site, training in the transfer of fuel and the positioning of drip trays beneath static machinery, positioning of fuel tanks in relation to potential contamination pathways, these controls will contain any spillages or possible fuel/ hydraulic oil leaks from plant and equipment.
- In order to reduce the risk of possible ground contamination plant, machinery and vehicles are to be well maintained to prevent leaks.
- To prevent any ground contamination from any possible leakages, ensure that substances are stored in a secured bunded area with spill kits made available locally to substances.

Control of Possible Watercourse Contamination

- The availability of spill kits on site, training in the transfer of fuel and the positioning of drip trays beneath static machinery, these controls will contain any spillages or possible fuel/ hydraulic oil leaks from plant and equipment.
- In order to reduce the risk of possible watercourse (Surface Water to Sewer) contamination, all plant, machinery and vehicles are to be well maintained to prevent leaks.
- To prevent any watercourse (Surface Water to Sewer) contamination all works in close proximity to drainage will be controlled and drain covers protected. Should any fuels, oils or chemicals enter the watercourse as a result of the demolition operations the Matthews (Sussex) Ltd site management team will contact the EA to inform them of the incident. The EA incident Hotline number is (0800 80 70 60).
- All refuelling of plant or changes of attachment will be undertaken in a designated refuelling compound.



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Control of Noise

- The use of the most modern silenced plant available in the industry for the task will be used to reduce the level of noise emissions from machinery as far as reasonably practicable. The use of hydraulic breaker attachment will be minimised and used only where absolutely necessary.
- Where possible, during the demolition of concrete decks an excavator with Hydraulic attachment will be utilised. This emits only a limited level of noise as it is not percussive. MSL will endeavour to operate in a limited time frame to reduce impact on residents.
- Noisy works will be limited to the approved working hours as detailed above; this will include the collection/delivery of equipment.
- The mitigation of noise is difficult during demolition, techniques will be used as detailed in our method to minimise the dropping from height and the handling of metal elements, these being progressively reduced with the structure. All demolition activities will be carried out in accordance with 'BS6187; Code of practice for demolition and partial demolition'.
- Where hearing protection zones are designated on site, compulsory wearing of inner or over ear hearing protection will be enforced, with zones denoted by displayed warning notices.

16. Permits to Work

Many High Risk activities will require a Permit to work. Systems will be enforced and adhered to for operations such as: Working at Height, Hot Works, Confined Space and Demolition. All operations will be planned and reviewed by the Matthews (Sussex) Ltd Site and Management team and permits system enforced prior to a task being undertaken where required.

17. Asbestos Containing Materials

Whilst no asbestos products are anticipated, all MSL operatives have however been Cat B trained to recognise ACM's, should any additional ACM's be located within the structure during demolition, work will cease and the area will be cordoned off and the Site Manager notified, an asbestos surveyor will be called to site and a sample taken for testing.



Matthews (Sussex) Ltd, Stephenson Place, Stephenson Way, Three Bridges, Crawley, West Sussex. RH10 1TL

T (01293) 617 014 md@matthewsgroup.co.uk www.matthewsgroup.co.uk www.matthewsenvironmental.co.uk

18. Outline Method of Work (Sequence)

All works to be carried out in accordance with BS 6187: 2011 code of practice for full or partial demolition.

Induction, Briefing and Consultation

Prior to works commencing all operatives will receive a full Site induction which includes a briefing of the Method Statement, Risk assessments and Site Specific Information, there will then be a familiarization exercise to ensure operative understand each element of the works and all associated hazards and risks presented to them on the project.

Demolition of Ramp and Steps

Fencing will be erected around the existing ramp to act as an exclusion zone to prevent any persons entering the demolition area whilst works are being carried out. Notices will be displayed on the Heras fencing informing persons of the works being undertaken. Prior to any work commencing, the structure will be checked for any unidentified services which may be present, by trained competent persons. The Site manager holds training for Cat and Genny. On completion of all checks, operatives will commence the Demolition works. All entrances to the works zone will be sealed prior to demolition commencing to stop persons entering before and during the demolition process. This will be achieved by erected type fencing at all entrances. The works zone will be checked each day by operatives, before work, to ensure that there have been no breaches of the security.

A 3 Tonne excavator equipped with hydraulic breaker attachment will start to demolish the deck of the ramp, progressively demolishing the structure allowing arising to fall to the floor below, the excavator operator will then begin to process and break up the sections of concrete ramp. The structure will be monitored as demolition progresses. Operatives will then load all demolition arising's into wheelbarrows and transfer the arising's into the main building where it will be stockpiled in tidy piles throughout the ground floor to ensure no overloading of the floors.

The works will be periodically damped down using 'killer spray' type bottles filled with water to ensure any dust emissions are controlled at source.

All arising's will be cleared and the area will be swept clean and tidy, any void created by the demolition works will be filled with a tarmac product and left level and safe.

This is our proposed outline method for works across site, should alterations are required, and these will be implemented and agreed with all involved prior to work.



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REMEDIATION

EARTHWORKS

TIPPERS

PLANT HIRE

LANDFILL RESTORATION



MATTHEWS DEMOLITION

RISK ASSESSMENTS



Matthews (Sussex) Ltd. Stephenson Place, Stephenson Way, Three Bridges, Crawley, West Sussex. RH10 1TL

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Matthews Group Companies: Matthews (Sussex) Ltd. | Matthews Estates Ltd | Huntley LLP | Huntley LLC Phoenix Az | Huntley Farms LLP | Greylands Farm Ltd | Holbrook Ltd

MATTHEWS (SUSSEX) LTD REGISTERED IN ENGLAND NO 266 2383 | VAT NO. 602 463571



Date of assessment	December 2017	Name of Person undertaking assessment	Dylan Lovelock	Ref.	MSL_RA_11
Activity covered by this assessment:	MANUAL HANDLING				
	Who is at risk? (Delete as appropriate).		Work Face Operative(s) / Third Parties / Public		

Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area	✓	Changes in Task/Procedure/Area		Date the Next Review Is Required	DEC 2017
	Relocation of Task/Area		Following Observation		* If Review-Dates of review	
	Following Safety Alert		Following Accident / Incident			
	Union /Employee / Rep. Request		Review of Risk Assessment*			

		RISK ASSESSMENT MATRIX					
SEVERITY		6	12	18	24	30	36
6 MULTI-FATAL							VERY HIGH RISK
5 FATALITY							
4 MAJOR							HIGH RISK
3 NOTIFIABLE							
2 MINOR							MEDIUM RISK
1 NEGLIGIBLE							LOW RISK
1 VERY RARE							
2 REMOTE							6 ALMOST CERTAIN
3 OCCASIONAL							5 FREQUENT
							4 REGULAR

VERY HIGH RISK
Intolerable – Do not start work

HIGH RISK
Work can only commence with extensive reassessment of the risk levels and direct supervision

MEDIUM RISK
Tolerable – Reduce where practicable

LOW RISK
Safe Condition



No.	Hazard Identified:	Consequences Red = Most Likely Black = Others Possible	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/F		S	L	R/F
1	Musculoskeletal injuries	Major Notifiable* Minor	3	5	15	<ul style="list-style-type: none"> Utilise mechanical lifting and carrying aids where possible Operatives to assess physical capability of load prior to lift Team lifts to be employed where necessary Operatives to be trained in kinetic method of lifting Ensure good housekeeping standards i.e. site kept tidy/waste build-up minimised Operatives to wear PPE against substance or material being carried as required by the COSHH assessment Maximum weight for repetitive lifts not to exceed: Male = 20kgs, Female = 15kgs <p>Task - Does the manual handling task include any of the following: <i>Twisting, Scooping, Bending, Pushing, Pulling or Sudden Movement</i></p> <p>Individual - Is the person completing the task: <i>Pregnant, disabled, young/old or suffering from health problems?</i></p> <p>Load - Is the load: <i>Heavy, difficult to grip, sharp, hot, cold or unstable?</i></p> <p>Environment - Within the environment, is/are there: <i>Space constraints, uneven or slippery flooring, unstable flooring, different floor levels, hot, cold or humid conditions?</i></p>	3	3	9

*Notifiable - Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change; Site Manager/Supervisor will be required to **STOP WORK** to identify and record new hazards and associated risks present. These will be recorded on a 'Point Of Work Risk Assessment' and communicated to all personnel on site.

Signature of Person Undertaking Assessment:	D.Lovelock	Passed for Action to:	TBC	Position	Site Supervisor	Date	02/12/2017
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Date of assessment	December 2017	Name of Person undertaking assessment	Dylan Lovelock	Ref.	MSL_RA_14
Activity covered by this assessment:	NNLW Asbestos Works		Who is at risk? (Delete as appropriate). Work Face Operative(s) / Third Parties / Public		

Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area	✓	Changes in Task/Procedure/Area		Date the Next Review is Required	DEC 2017
	Relocation of Task/Area		Following Observation		* If Review- Dates of review	
	Following Safety Alert		Following Accident / Incident			
	Union /Employee / Rep. Request		Review of Risk Assessment*			

SEVERITY		RISK ASSESSMENT MATRIX					
6 MULTI-FATAL	6 12	18 24	30 36	VERY HIGH RISK			
5 FATALITY	5 10	15 20	25 30	HIGH RISK			
4 MAJOR	4 8	12 16	20 24	MEDIUM RISK			
3 NOTIFIABLE	3 6	9 12	15 18	LOW RISK			
2 MINOR	2 4	6 8	10 12	6 ALMOST CERTAIN			
1 NEGLIGIBLE	1 2	3 4	5 6	5 FREQUENT			
1 VERY RARE				4 REGULAR			
2 REMOTE				3 OCCASIONAL			
3 OCCASIONAL				2 RARE			

VERY HIGH RISK
Intolerable – Do not start work

HIGH RISK
Work can only commence with extensive reassessment of the risk levels and direct supervision

MEDIUM RISK
Tolerable – Reduce where practicable

LOW RISK
Safe Condition

No.	Hazard Identified:	Consequences <small>Red = Most Likely Black = Others Possible</small>	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/ F		S	L	R/ F
1	Exposure to Asbestos Fibre	Major Notifiable* Minor	5	2	10	<ul style="list-style-type: none"> • Ensure Operatives are trained and briefed • Erect Safety Signage • Correct PPE and RPE is to be used at all times • Segregate work areas and install transit routes. • Materials are to be dampened down • Analyst to be present to carry out personal and background air monitoring. • Seal and lock all waste in appropriate skip • Ensure operatives are correctly decontaminating using the facilities provided. 	5	1	5

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

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Signature of Person Undertaking Assessment:	D Lovelock	Passed for Action to:	TBC	Position	Site Supervisor	Date	02/12/2017
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Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_01
Activity covered by this assessment:	WORKING FROM MOBILE ACCESS TOWER				
	Who is at risk? (Delete as appropriate).	Work Face Operative(s) / Third Parties / Public			

Reason for Assessment <small>Please Tick</small>	New Procedure/Task/Area	Changes in Task/Procedure/Area	Date the Next Review Is Required
	Relocation of Task/Area	Following Observation	
	Following Safety Alert	Following Accident / Incident	* If Review-Dates of review
	Union /Employee / Rep. Request	Review of Risk Assessment*	

SEVERITY		RISK ASSESSMENT MATRIX					
6 MULTI-FATAL	6 12 18 24 30 36	VERY HIGH RISK					
5 FATALITY	5 10 15 20 25 30	HIGH RISK					
4 MAJOR	4 8 12 16 20 24	MEDIUM RISK					
3 NOTIFIABLE	3 6 9 12 15 18	LOW RISK					
2 MINOR	2 4 6 8 10 12	6 ALMOST CERTAIN					
1 NEGLIGIBLE	1 2 3 4 5 6	5 FREQUENT					
1 VERY RARE		4 REGULAR					
2 REMOTE		3 OCCASIONAL					
		2 INFREQUENT					
		1 RARE					

VERY HIGH RISK
Intolerable – Do not start work

HIGH RISK
Work can only commence with extensive reassessment of the risk levels and direct supervision

MEDIUM RISK
Tolerable – Reduce where practicable

LOW RISK
Safe Condition

No.	Hazard Identified:	Consequences Red - Most Likely Black - Others Possible	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/F		S	L	R/F
			1	Falling from height	Major Injury Death Notifiable*		5	3	15
2	Objects falling from height	Death Major Injury Notifiable*	4	3	12	<ul style="list-style-type: none"> Exclusion zone to be set up with appropriate signage (i.e. Keep out, Men working overhead, etc.) Excess tools and materials are not to be stored on the tower Demolition arising's to be cleared progressively to avoid build up / overloading. 	4	1	4
3	Inclement weather	Death Major Injury Notifiable*	4	3	12	<ul style="list-style-type: none"> Work from a mobile tower is to stop if winds exceed 17mph. If the wind speed is likely to reach 25 mph then the mobile access tower must be properly tied to a suitable adjacent rigid supporting structure capable of supporting the additional loads imposed by the mobile access tower If the wind speed is likely to reach 40mph, then the mobile access tower must be dismantled. You will need to consider this point and take appropriate measures in your planning for the task. 	4	1	4
4	Electrocution	Death Major Injury	6	2	12	<ul style="list-style-type: none"> Do not erect tower near to overhead services. Be aware of overhead services when moving the tower 	6	1	6
5	Slips/Trips/Falls	Major Notifiable* Minor	4	3	12	<ul style="list-style-type: none"> Make sure access/egress to your work area is clear at all times Do not move a tower that is greater than 4m in height, dismantle if required Towers to be pushed and not pulled 	4	2	8

*Notifiable - Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change; Site Manager/Supervisor will be required to **STOP WORK** to identify and record new hazards and associated risks present. These will be recorded on a 'Point Of Work Risk Assessment' and communicated to all personnel on site.

Signature of Person Undertaking Assessment:	Passed for Action to:	TBC	Position	Site Supervisor	Date	02/12/2017
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Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_03
Activity covered by this assessment:			Who is at risk? (Delete as appropriate).	Work Face Operative(s) / Third Parties / Public	
		Dust			

Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area	✓	Changes in Task/Procedure/Area		Date the Next Review Is Required	Sept 2017
	Relocation of Task/Area		Following Observation			
	Following Safety Alert		Following Accident / Incident		* If Review-Dates of review	
	Union /Employee / Rep. Request		Review of Risk Assessment*			

SEVERITY	RISK ASSESSMENT MATRIX					
	6	12	18	24	30	36
6 MULTI-FATAL						VERY HIGH RISK
5 FATALITY						
4 MAJOR						HIGH RISK
3 NOTIFIABLE						
2 MINOR						MEDIUM RISK
1 NEGLIGIBLE						LOW RISK
1 VERY RARE						6 ALMOST CERTAIN
2 REMOTE						5 FREQUENT
3 OCCASIONAL						4 REGULAR

VERY HIGH RISK	Intolerable – Do not start work
HIGH RISK	Work can only commence with extensive reassessment of the risk levels and direct supervision
MEDIUM RISK	Tolerable – Reduce where practicable
LOW RISK	Safe Condition

No.	Hazard Identified:	Consequences Red = Most Likely Black = Others Possible	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/ F		S	L	R/ F
1	Dust Inhalation	Minor Notifiable Negligible	3	3	9	<ul style="list-style-type: none"> Dust suppression to be in place and utilised efficiently Environmental dust monitoring to be carried out RPE to be worn when working in areas with increased levels of airborne dust 	3	2	6

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change; Site Manager/Supervisor will be required to **STOP WORK** to identify and record new hazards and associated risks present. These will be recorded on a 'Point Of Work Risk Assessment' and communicated to all personnel on site.

Signature of Person Undertaking Assessment:		Passed for Action to:	TBC	Position	Site Supervisor	Date	02/12/2017
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Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_04
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Activity covered by this assessment:	USE OF DEMOLITION DROP ZONES	Who is at risk? (Delete as appropriate).	Work Face Operative(s) / Third Parties / Public
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Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area	✓	Changes in Task/Procedure/Area	Date the Next Review Is Required	Sept 2017
	Relocation of Task/Area		Following Observation		
	Following Safety Alert		Following Accident / Incident	* If Review-Dates of review	
	Union /Employee / Rep. Request		Review of Risk Assessment*		

		RISK ASSESSMENT MATRIX					
SEVERITY							
6 MULTI-FATAL	6	12	18	24	30	36	VERY HIGH RISK
5 FATALITY	5	10	15	20	25	30	
4 MAJOR	4	8	12	16	20	24	HIGH RISK
3 NOTIFIABLE	3	6	9	12	15	18	
2 MINOR	2	4	6	8	10	12	MEDIUM RISK
1 NEGLIGIBLE	1	2	3	4	5	6	LOW RISK
1 VERY RARE						6 ALMOST CERTAIN	
2 REMOTE					5 FREQUENT		
3 OCCASIONAL				4 REGULAR			

VERY HIGH RISK
HIGH RISK
MEDIUM RISK
LOW RISK

Intolerable – Do not start work

Work can only commence with extensive reassessment of the risk levels and direct supervision

Tolerable – Reduce where practicable

Safe Condition

No.	Hazard Identified:	Consequences <small>Red = Most Likely Black = Others Possible</small>	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/ F		S	L	R/ F
1	Objects/Debris Falling From Height	Death Major Notifiable*	4	3	12	<ul style="list-style-type: none"> • AVOID WHERE POSSIBLE BY USING MECHANICAL MEANS OR CHUTES • Secure exclusion zone to be set up with suitable signage • Avoid blind dropping • Two-way radios to be used to police drop zone • Emergency STOP procedures to be in place • Drop zones not to be left unattended when in use 	4	1	4
2	Falls From Height	Major Death Notifiable*	5	3	15	<ul style="list-style-type: none"> • Handrails/Toe-boards to be installed at drop point 	5	1	5

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change; Site Manager/Supervisor will be required to STOP WORK to identify and record new hazards and associated risks present.

Signature of Person Undertaking Assessment:	Passed for Action to:	TBC	Position	Site Supervisor	Date	02/12/2017
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Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_05
Activity covered by this assessment:		Fire Prevention			
		Who is at risk? (Delete as appropriate).		Work Face Operative(s) / Third Parties / Public	
Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area		✓	Changes in Task/Procedure/Area	
	Relocation of Task/Area			Following Observation	
	Following Safety Alert			Following Accident / Incident	
	Union /Employee / Rep. Request			Review of Risk Assessment*	
		Date the Next Review Is Required		Sept 2017	
		* If Review-Dates of review			

RISK ASSESSMENT MATRIX	
SEVERITY	RISK ASSESSMENT MATRIX
6 MULTI-FATAL	18 24 30 36 VERY HIGH RISK
5 FATALITY	15 20 25 30 HIGH RISK
4 MAJOR	8 12 16 20 24 MEDIUM RISK
3 NOTIFIABLE	6 9 12 15 18 LOW RISK
2 MINOR	4 6 8 10 12
1 NEGLIGIBLE	3 4 5 6
1 VERY RARE	6 ALMOST CERTAIN
2 REMOTE	5 FREQUENT
3 OCCASIONAL	4 REGULAR

Intolerable – Do not start work	VERY HIGH RISK	
Work can only commence with extensive reassessment of the risk levels and direct supervision	HIGH RISK	
Tolerable – Reduce where practicable	MEDIUM RISK	
Safe Condition	LOW RISK	

No.	Hazard Identified:	Consequences Red = Most likely Black = Others Possible	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/ F		S	L	R/ F
1	Fire	Fatal Multi-Fatal Major	6	2	12	<ul style="list-style-type: none"> Maintain good housekeeping, all combustible items should be stored properly and waste moved to skips No smoking on site – only in designated smoking area No bonfires allowed on site A fire action plan, fire marshals and adequate firefighting equipment shall be available in accordance with HSG168 Protective coverings should be of non-combustible materials Ensure any operative using blowtorches or Oxy-fuel equipment has been properly trained When required hot works permit will put more controls in place 	6	1	6
2	Explosion	Fatal Multi-Fatal Major	6	2	12	<ul style="list-style-type: none"> LPG and other flammable liquids/gases should be stored in lockable, well ventilated containers. Quantities should be minimal. 	6	1	6

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change; Site Manager/Supervisor will be required to **STOP WORK** to identify and record new hazards and associated risks present. These will be recorded on a 'Point Of Work Risk Assessment' and communicated to all personnel on site.

Signature of Person Undertaking Assessment:	Passed for Action to:	TBC	Position	Site Supervisor	Date	02/12/2017
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Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_06
Activity covered by this assessment:	CHANGING HYDRAULIC ATTACHMENTS		Who is at risk? (Delete as appropriate).	Work Face Operative(s) / Third Parties / Public	

Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area	✓	Changes in Task/Procedure/Area		Date the Next Review Is Required
	Relocation of Task/Area		Following Observation		
	Following Safety Alert		Following Accident / Incident		* If Review-Dates of review
	Union /Employee / Rep. Request		Review of Risk Assessment*		

RISK ASSESSMENT MATRIX						
SEVERITY	6	12	18	24	30	36
6 MULTI-FATAL						VERY HIGH RISK
5 FATALITY						
4 MAJOR						HIGH RISK
3 NOTIFIABLE						
2 MINOR						MEDIUM RISK
1 NEGLIGIBLE						LOW RISK
1 VERY RARE						6 ALMOST CERTAIN
2 REMOTE						5 FREQUENT
3 OCCASIONAL						4 REGULAR

VERY HIGH RISK
Intolerable – Do not start work

HIGH RISK
Work can only commence with extensive reassessment of the risk levels and direct supervision

MEDIUM RISK
Tolerable – Reduce where practicable

LOW RISK
Safe Condition

No.	Hazard Identified:	Consequences Red = Most Likely Black = Others Possible	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/ F		S	L	R/ F
			1	Being struck by moving parts	Fatality Notifiable* Major		4	4	16
2	Crushing	Major Death Notifiable*	5	3	15	5	1	5	
3	Trapped fingers	Major Notifiable* Minor	4	4	16	4	2	8	
4	Contact to skin with hydraulic oil	Notifiable* Minor Negligible	2	6	12	2	3	9	

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change; Site Manager/Supervisor will be required to **STOP WORK** to identify and record new hazards and associated risks present. These will be recorded on a 'Point Of Work Risk Assessment' and communicated to all personnel on site.

Signature of Person Undertaking Assessment:	TBC	Position	Site Supervisor	Date	02/12/2017
Passed for Action to:					



Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_07
Activity covered by this assessment:	FUEL AND OIL SPILLS				
	Who is at risk? (Delete as appropriate).		Work Face Operative(s) / Third Parties / Public		

Reason for Assessment <small>Please Tick</small>	New Procedure/Task/Area	Changes in Task/Procedure/Area	Date the Next Review Is Required
	Relocation of Task/Area	Following Observation	Sept 2017
	Following Safety Alert	Following Accident / Incident	* If Review- Dates of review
	Union /Employee / Rep. Request	Review of Risk Assessment*	

RISK ASSESSMENT MATRIX						
SEVERITY	6	12	18	24	30	36
6 MULTI-FATAL						VERY HIGH RISK
5 FATALITY					25	
4 MAJOR		8	12	16	20	24
3 NOTIFIABLE		6	9	12	15	18
2 MINOR		4	6	8	10	12
1 NEGLIGIBLE		2	3	4	5	6
1 VERY RARE					6 ALMOST CERTAIN	
2 REMOTE					5 FREQUENT	
3 OCCASIONAL				4 REGULAR		

VERY HIGH RISK	Intolerable – Do not start work
HIGH RISK	Work can only commence with extensive reassessment of the risk levels and direct supervision
MEDIUM RISK	Tolerable – Reduce where practicable
LOW RISK	Safe Condition

No.	Hazard Identified:	Consequences <small>Red = Most Likely Black = Others Possible</small>	Initial risks			Controls Required	Residual Risk Factor	
			S	L	R/ F		S	L
1								
2								
3								
4								

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change, Site Manager/Supervisor will be required to **STOP WORK** to identify and record new hazards and associated risks present. These will be recorded on a 'Point Of Work Risk Assessment' and communicated to all personnel on site.

Signature of Person Undertaking Assessment:		Passed for Action to:	TBC	Position	Site Supervisor	Date	02/12/2017
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Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_08
Activity covered by this assessment:	HAVS / MUSCULOSKELETAL INJURIES		Work Face Operative(s) / Third Parties / Public		

Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area	✓	Changes in Task/Procedure/Area		Date the Next Review Is Required	DEC 2017
	Relocation of Task/Area		Following Observation			
	Following Safety Alert		Following Accident / Incident		* If Review-Dates of review	
	Union /Employee / Rep. Request		Review of Risk Assessment*			

SEVERITY		RISK ASSESSMENT MATRIX					
6 MULTI-FATAL	6	12	18	24	30	36	VERY HIGH RISK
5 FATALITY	5	10	15	20	25	30	
4 MAJOR	4	8	12	16	20	24	HIGH RISK
3 NOTIFIABLE	3	6	9	12	15	18	
2 MINOR	2	4	6	8	10	12	MEDIUM RISK
1 NEGLIGIBLE	1	2	3	4	5	6	LOW RISK
1 VERY RARE	6 ALMOST CERTAIN						
2 REMOTE	5 FREQUENT						
3 OCCASIONAL	4 REGULAR						

VERY HIGH RISK	Intolerable – Do not start work
HIGH RISK	Work can only commence with extensive reassessment of the risk levels and direct supervision
MEDIUM RISK	Tolerable – Reduce where practicable
LOW RISK	Safe Condition



MATTHEWS

No.	Hazard Identified:	Consequences <small>Red = Most Likely Black = Others Possible</small>	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/ F		S	L	R/ F
1	HAVS / Musculoskeletal Injuries	Notifiable* Minor	3	3	9	<ul style="list-style-type: none"> • Ensure that the tool is correct for the job. • Ensure that the tool is in good working order. • Ensure that the operative is instructed how to use the tool safely, and is suitably trained. • Work should be suitably scheduled/phased. • Select low vibration tools and limit the use of equipment to restrict vibration dose. • Work to manufactures guidance and rotate work force so as not to expose workers to high levels of vibration. • Keep hands warm/massage fingers during work (gloves to be worn). 	3	2	6

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change; Site Manager/Supervisor will be required to **STOP WORK** to identify and record new hazards and associated risks present. These will be recorded on a 'Point Of Work Risk Assessment' and communicated to all personnel on site.

Signature of Person Undertaking Assessment:		Passed for Action to:	TBC	Position	Site Supervisor	Date	02/12/2017
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Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_09
Activity covered by this assessment:	HOT CUTTING (Oxy/Propane)				
		Who is at risk? (Delete as appropriate).	Work Face Operative(s) / Third Parties / Public		

Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area	✓	Changes in Task/Procedure/Area		Date the Next Review Is Required
	Relocation of Task/Area		Following Observation		
	Following Safety Alert		Following Accident / Incident		* If Review- Dates of review
	Union /Employee / Rep. Request		Review of Risk Assessment*		

		RISK ASSESSMENT MATRIX					
SEVERITY		6	12	18	24	30	36
6 MULTI-FATAL							VERY HIGH RISK
5 FATALITY							
4 MAJOR							HIGH RISK
3 NOTIFIABLE							
2 MINOR							MEDIUM RISK
1 NEGLIGIBLE							LOW RISK
1 VERY RARE							6 ALMOST CERTAIN
2 REMOTE							5 FREQUENT
3 OCCASIONAL							4 REGULAR

VERY HIGH RISK

HIGH RISK

MEDIUM RISK

LOW RISK

Intolerable – Do not start work

Work can only commence with extensive reassessment of the risk levels and direct supervision

Tolerable – Reduce where practicable

Safe Condition

No.	Hazard Identified:	Consequences Red = Most Likely Black = Others Possible	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/ F		S	L	R/ F
1	Burns	Notifiable Major Minor	4	5	20	<ul style="list-style-type: none"> Only trained/experienced operators undertake the task Arms and legs are to be covered at all times whilst cutting using fire retardant coveralls to BS EN ISO 11612 Gauntlets to be worn whilst cutting 	4	2	8
2	Flying sparks	Minor Negligible	2	6	12	<ul style="list-style-type: none"> Box goggles are to be used, with a housing made to comply with BS EN175 and fitted with the appropriate filters to BS EN 169 Screens are to be installed around the working area to protect others/property Hearing protection to be worn – prevents sparks entering the ear canal 	2	2	4
3	Respiratory problems / Systemic poisoning	Fatality Notifiable* Minor	3	6	18	<ul style="list-style-type: none"> RPE to be used with filter conforming to EN143 P2 where there is a risk of poisonous fumes being produced through the cutting process i.e. lead paint finishes or galvanised surfaces 	3	1	3
4	Fire	Notifiable* Major Minor	4	5	20	<ul style="list-style-type: none"> Hot works permit to be issued prior to starting work; detailing control measures Fire risk of building structure to be assessed before hot works begins Work area to be damped down prior to and during operation Fire Marshall to be in attendance at all times at work face Hot work operations to cease 1 hour before the end of shift (2 hours in high risk areas). Fire Marshall to remain in attendance throughout this period Suitable fire extinguishers as specified by the hot works permit to be present 	4	3	12
5	Explosions	Fatality Multi-Fatalities Major	6	3	18	<ul style="list-style-type: none"> Hoses and cylinders are to be inspected daily for damage or leaks Flash-back arrestors to be fitted to burning hoses Cylinders are to be kept upright and secure Cylinders are to be stored separately in lockable containers at a minimum of 3m apart Work areas to be checked and purged if required prior to carrying out hot works 	6	2	12

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change; Site Manager/Supervisor will be required to **STOP WORK** to identify and record new hazards and associated risks present. These will be recorded on a 'Point Of Work Risk Assessment' and communicated to all personnel on site.

Signature of Person Undertaking Assessment:	TBC	Position	Site Supervisor	Date	02/12/2017
Passed for Action to:					



Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_10
Activity covered by this assessment:	<u>LEPTOSPIROSIS – WEIL'S DISEASE</u>				
		Who is at risk? (Delete as appropriate).	Work Face Operative(s) / Third Parties / Public		

Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area	✓	Changes in Task/Procedure/Area		Date the Next Review Is Required	DEC 2017
	Relocation of Task/Area		Following Observation		* If Review-Dates of review	
	Following Safety Alert		Following Accident / Incident			
	Union /Employee / Rep. Request		Review of Risk Assessment*			

SEVERITY		RISK ASSESSMENT MATRIX					
6 MULTI-FATAL	6	12	18	24	30	36	VERY HIGH RISK
5 FATALITY	5	10	15	20	25	30	
4 MAJOR	4	8	12	16	20	24	HIGH RISK
3 NOTIFIABLE	3	6	9	12	15	18	
2 MINOR	2	4	6	8	10	12	MEDIUM RISK
1 NEGLIGIBLE	1	2	3	4	5	6	LOW RISK
1 VERY RARE						6 ALMOST CERTAIN	
2 REMOTE						5 FREQUENT	
3 OCCASIONAL						4 REGULAR	

VERY HIGH RISK

HIGH RISK

MEDIUM RISK

LOW RISK

Intolerable – Do not start work

Work can only commence with extensive reassessment of the risk levels and direct supervision

Tolerable – Reduce where practicable

Safe Condition



No.	Hazard Identified:	Consequences <small>Red = Most Likely Black = Others Possible</small>	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/ F		S	L	R/ F
1	Leptospirosis / Wells Disease	Fatality Major Minor	4	4	16	<ul style="list-style-type: none"> Wear issued PPE Wash hands before eating, drinking and smoking. Maintain good housekeeping, dispose of discarded food in a closed bin Additional training (toolbox talk) to be given to operatives with issue of information cards in areas deemed to be high risk 	4	2	8

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change; Site Manager/Supervisor will be required to **STOP WORK** to identify and record new hazards and associated risks present. These will be recorded on a 'Point Of Work Risk Assessment' and communicated to all personnel on site.

Signature of Person Undertaking Assessment:		Passed for Action to:	TBC	Position	Site Supervisor	Date	02/12/2017
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Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_12
Activity covered by this assessment:	<u>Traffic Management</u>		Who is at risk? (Delete as appropriate).		
		Work Face Operative(s) / Third Parties / Public			

Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area	✓	Changes in Task/Procedure/Area		Date the Next Review Is Required * If Review-Dates of review
	Relocation of Task/Area		Following Observation		
	Following Safety Alert		Following Accident / Incident		
	Union /Employee / Rep. Request		Review of Risk Assessment*		

RISK ASSESSMENT MATRIX						
SEVERITY	6	12	18	24	30	36
6 MULTI-FATAL						VERY HIGH RISK
5 FATALITY						
4 MAJOR						HIGH RISK
3 NOTIFIABLE						
2 MINOR						MEDIUM RISK
1 NEGLIGIBLE						LOW RISK
1 VERY RARE						6 ALMOST CERTAIN
2 REMOTE						5 FREQUENT
3 OCCASIONAL						4 REGULAR

VERY HIGH RISK

HIGH RISK

MEDIUM RISK

LOW RISK

Intolerable – Do not start work

Work can only commence with extensive reassessment of the risk levels and direct supervision

Tolerable – Reduce where practicable

Safe Condition

No.	Hazard Identified:	Consequences <small>Red - Most Likely Black - Others Possible</small>	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/F		S	L	R/F
1	Physical injury	Major Fatality Notifiable*	5	4	20	<ul style="list-style-type: none"> Vehicles and plant to be fitted with reversing alarm / flashing amber beacon Ensure that all vehicles use the agreed traffic routes and procedures on site as set out in the Traffic Management Plan Vehicles to be banked at all times while on site Vehicles are not to exceed 5mph All vehicles to enter site as soon as they arrive to avoid stacking/congestion Drivers not to use mobile phones, mp3 players, headphones etc. Handrail/Fall restraint system to be in place on vehicles if there is a requirement to work at height for loading/unloading 	5	2	10
2	Risk to the public	Fatality Multi-Fatality Major	6	3	18	<ul style="list-style-type: none"> Vehicles to be checked prior to leaving site for loose materials/arising Tipper drivers to cover their load with sheet – Banksman/Marshall to enforce Vehicles not to be overloaded 	6	2	12
3	Environmental	Notifiable* Minor Negligible	2	5	10	<ul style="list-style-type: none"> Wheels to be washed prior to leaving site (if required) 	2	2	4

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change, Site Manager/Supervisor will be required to **STOP WORK** to identify and record new hazards and associated risks present. These will be recorded on a 'Point Of Work Risk Assessment' and communicated to all personnel on site.

Signature of Person Undertaking Assessment:		Passed for Action to:	TBC	Position	Site Supervisor	Date	02/12/2017
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Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_13
Activity covered by this assessment:		NEEDLES AND SHARPS			
Who is at risk? (Delete as appropriate).		Work Face Operative(s) / Third Parties / Public			
Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area	✓	Changes in Task/Procedure/Area		
	Relocation of Task/Area		Following Observation		
	Following Safety Alert		Following Accident / Incident		
	Union /Employee / Rep. Request		Review of Risk Assessment*		
			Date the Next Review Is Required	DEC 2017	
			* If Review-Dates of review		

RISK ASSESSMENT MATRIX	
SEVERITY	
6 MULTI-FATAL	VERY HIGH RISK
5 FATALITY	HIGH RISK
4 MAJOR	MEDIUM RISK
3 NOTIFIABLE	LOW RISK
2 MINOR	SAFE CONDITION
1 NEGLIGIBLE	SAFE CONDITION
1 VERY RARE	SAFE CONDITION
2 REMOTE	SAFE CONDITION
3 OCCASIONAL	SAFE CONDITION
4 REGULAR	SAFE CONDITION
5 FREQUENT	SAFE CONDITION
6 ALMOST CERTAIN	SAFE CONDITION

<p>Intolerable – Do not start work</p> <p>Work can only commence with extensive reassessment of the risk levels and direct supervision</p> <p>Tolerable – Reduce where practicable</p> <p>Safe Condition</p>	<p>VERY HIGH RISK</p> <p>HIGH RISK</p> <p>MEDIUM RISK</p> <p>LOW RISK</p>
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MATTHEWS

No.	Hazard Identified:	Consequences <small>Red = Most Likely Black = Others Possible</small>	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/ F		S	L	R/ F
1	Sharps/Needles	Major Notifiable* Minor	5	4	20	<ul style="list-style-type: none"> Ensure training is given to operatives in the way of a toolbox talk or similar, to create awareness and enable the identification of sharps/needles Ensure operatives do not place hands in areas likely to hold sharps Issue additional PPE (Sharps Gloves) where required Ensure sharps box is available for safe removal and disposal of hazardous waste via the correct procedures 	5	2	10

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change, Site Manager/Supervisor will be required to **STOP WORK** to identify and record new hazards and associated risks present. These will be recorded on a 'Point Of Work Risk Assessment' and communicated to all personnel on site.

Signature of Person Undertaking Assessment:	Passed for Action to:	Position	Date
	TBC	Site Supervisor	02/12/2017



Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_14
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Activity covered by this assessment:	NOISE AND NUISANCE	Who is at risk? (Delete as appropriate).	Work Face Operative(s) / Third Parties / Public
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Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area	✓	Changes in Task/Procedure/Area	Date the Next Review Is Required	DEC 2017
	Relocation of Task/Area		Following Observation		
	Following Safety Alert		Following Accident / Incident	* If Review-Dates of review	
	Union /Employee / Rep. Request		Review of Risk Assessment*		

RISK ASSESSMENT MATRIX						
SEVERITY	6	12	18	24	30	36
6 MULTI-FATAL						VERY HIGH RISK
5 FATALITY					25	
4 MAJOR		8	12	16	20	24
3 NOTIFIABLE		6	9	12	15	18
2 MINOR		4	6	8	10	12
1 NEGLIGIBLE		2	3	4	5	6
1 VERY RARE						6 ALMOST CERTAIN
2 REMOTE					5 FREQUENT	
3 OCCASIONAL				4 REGULAR		

VERY HIGH RISK

HIGH RISK

MEDIUM RISK

LOW RISK

Intolerable – Do not start work

Work can only commence with extensive reassessment of the risk levels and direct supervision

Tolerable – Reduce where practicable

Safe Condition

No.	Hazard Identified:	Consequences Red = Most Likely Black = Others Possible	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/ F		S	L	R/ F
1	Excessive Noise	Notifiable* Minor Negligible	2	6	12	<ul style="list-style-type: none"> The use of the most modern silenced plant available will be used Where possible, the use of pneumatic impact hammer attachments will be minimised or substituted with hydraulic munchers Noisy works will be limited to the approved working hours between 08.00 and 18.00 Monday-Friday Acoustic barriers to be erected around noisy operations Hearing protection zones to be installed on site during excessively noisy activities Compulsory wearing of inner or over ear hearing protection will be enforced in any installed protection zones 	2	4	8

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change; Site Manager/Supervisor will be required to STOP WORK to identify and record new hazards and associated risks present.

Signature of Person Undertaking Assessment:	Passed for Action to:	TBC	Position	Site Supervisor	Date	02/12/2017
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Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_17
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Activity covered by this assessment:	SLJPS, TRIPS AND FALLS	Who is at risk? (Delete as appropriate).	Work Face Operative(s) / Third Parties / Public
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Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area	Changes in Task/Procedure/Area	Date the Next Review Is Required
	Relocation of Task/Area	Following Observation	DEC 2017
	Following Safety Alert	Following Accident / Incident	
	Union /Employee / Rep. Request	Review of Risk Assessment*	* If Review-Dates of review

SEVERITY		RISK ASSESSMENT MATRIX					
6 MULTI-FATAL	6	12	18	24	30	36	VERY HIGH RISK
5 FATALITY	5	10	15	20	25	30	
4 MAJOR	4	8	12	16	20	24	HIGH RISK
3 NOTIFIABLE	3	6	9	12	15	18	
2 MINOR	2	4	6	8	10	12	MEDIUM RISK
1 NEGLIGIBLE	1	2	3	4	5	6	LOW RISK
1 VERY RARE						6	ALMOST CERTAIN
2 REMOTE						5	FREQUENT
3 OCCASIONAL						4	REGULAR

VERY HIGH RISK

HIGH RISK

MEDIUM RISK

LOW RISK

Intolerable – Do not start work

Work can only commence with extensive reassessment of the risk levels and direct supervision

Tolerable – Reduce where practicable

Safe Condition

No.	Hazard Identified:	Consequences <small>Red = Most Likely Black = Others Possible</small>	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/ F		S	L	R/ F
1	Slips Trips & Falls	Major Notifiable* Minor	3	5	15	<ul style="list-style-type: none"> • Good housekeeping to be maintained on site • Clear up any spillages promptly • Eliminate uneven floor and ground areas where reasonably practicable • Maintain clear access routes – clear away any accumulation of rubbish, materials, cables and hoses to prevent obstructions • Install adequate lighting to work areas, corridors and stairs • Display information/safety signage • Erect guardrails to any leading edges 	3	3	9

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change; Site Manager/Supervisor will be required to **STOP WORK** to identify and record new hazards and associated risks present. These will be recorded on a 'Point Of Work Risk Assessment' and communicated to all personnel on site.

Signature of Person Undertaking Assessment:	Passed for Action to:	TBC	Position	Site Supervisor	Date	02/12/2017
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Date of assessment	June 2017	Name of Person undertaking assessment	D Lovelock	Ref.	MSL_RA_18
Activity covered by this assessment:		LIVE SERVICES			
Who is at risk? (Delete as appropriate).		Work Face Operative(s) / Third Parties / Public			
Reason for Assessment <small>Please Tick✓</small>	New Procedure/Task/Area	✓	Changes in Task/Procedure/Area		Date the Next Review Is Required
	Relocation of Task/Area		Following Observation		DEC 2017
	Following Safety Alert		Following Accident / Incident		
	Union /Employee / Rep. Request		Review of Risk Assessment*		* If Review-Dates of review

RISK ASSESSMENT MATRIX	
SEVERITY	
6 MULTI-FATAL	VERY HIGH RISK
5 FATALITY	HIGH RISK
4 MAJOR	MEDIUM RISK
3 NOTIFIABLE	LOW RISK
2 MINOR	SAFE CONDITION
1 NEGLIGIBLE	
1 VERY RARE	
2 REMOTE	
3 OCCASIONAL	
4 REGULAR	
5 FREQUENT	
6 ALMOST CERTAIN	

<p>Intolerable – Do not start work</p> <p>Work can only commence with extensive reassessment of the risk levels and direct supervision</p> <p>Tolerable – Reduce where practicable</p> <p>Safe Condition</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="background-color: #cccccc; text-align:center;">VERY HIGH RISK</td> </tr> <tr> <td style="background-color: #cccccc; text-align:center;">HIGH RISK</td> </tr> <tr> <td style="background-color: #cccccc; text-align:center;">MEDIUM RISK</td> </tr> <tr> <td style="background-color: #cccccc; text-align:center;">LOW RISK</td> </tr> </table>	VERY HIGH RISK	HIGH RISK	MEDIUM RISK	LOW RISK
VERY HIGH RISK					
HIGH RISK					
MEDIUM RISK					
LOW RISK					

No.	Hazard Identified:	Consequences Red = Most Likely Black = Others Possible	Initial risks			Controls Required	Residual Risk Factor		
			S	L	R/ F		S	L	R/ F
1	Electrocution	Multi-Fatalities Fatality Major	5			<ul style="list-style-type: none"> MSL to obtain written records of all disconnections carried out by service suppliers Certificates of isolation from the service provider/client to be in MSL possession prior to works commencing All live services to be clearly marked using RED spray paint Isolated services to be clearly marked using GREEN spray paint Any services to remain are to be protected suitably prior to works commencing Any cut/capped gas lines to be purged prior to removal 			
2									

*Notifiable – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

NB Assessments have been made detailing common hazards and the control measures that are implemented when carrying out this activity. Should the circumstances change; Site Manager/Supervisor will be required to STOP WORK to identify and record new hazards and associated risks present. These will be recorded on a 'Point Of Work Risk Assessment' and communicated to all personnel on site.

Signature of Person Undertaking Assessment:	Passed for Action to:	TBC	Position	Site Supervisor	Date	02/12/2017
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Contract Particulars

Articles

Now it is hereby agreed as follows

Article 1: Contractor's obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

Article 2: Contract Sum

The Employer will pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of

_____ (£ _____) ('the Contract Sum')

or such other sum as becomes payable under this Contract.

Article 3: Architect/Contract Administrator

For the purposes of this Contract the Architect/Contract Administrator⁽⁷⁾ is

of

or, if he ceases to be the Architect/Contract Administrator, such other person as the Employer nominates (such nomination to be made within 14 days of the cessation). No replacement appointee as Architect and/or Contract Administrator shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

Article 4: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is the Architect/Contract Administrator

(or)⁽⁸⁾ _____

of _____

⁽⁷⁾ Unless the person appointed by or under Article 3 is entitled to use the title 'Architect' under the Architects Act 1997, the term 'Architect' shall so long as that person holds that post be deemed deleted throughout this Contract. Any appointee as Contract Administrator should be suitably experienced for the role. Irrespective of experience or qualifications, the Employer should not at any time appoint himself to the role without the Contractor's prior agreement.

⁽⁸⁾ Insert the name of the Principal Designer in Article 4 if the Architect/Contract Administrator is not to fulfil that role and that of the Principal Contractor in Article 5 if that is to be a person other than the Contractor. Under the CDM Regulations 2015, regardless of whether or not a project is notifiable, there is a requirement to appoint a principal designer and a principal contractor in all cases where there is more than one contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time. For these purposes, the term 'contractor' is broadly defined by the regulations and treats the Contractor's sub-contractors as separate contractors.

or such replacement as the Employer at any time appoints to fulfil that role.

Article 5: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor

(or)⁽⁹⁾ _____

of _____

or such replacement as the Employer at any time appoints to fulfil that role.

Article 6: Adjudication

If any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with clause 7.2.⁽¹⁰⁾

Article 7: Arbitration

Where Article 7 applies⁽¹⁰⁾ then, subject to Article 6 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with Schedule 1 and the JCT 2016 edition of the Construction Industry Model Arbitration Rules (CIMAR)⁽¹¹⁾. The exceptions to this Article 7 are:

- any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and
- any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 8: Legal proceedings⁽¹⁰⁾

Subject to Article 6 and (where it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

⁽⁹⁾ Insert the name of the Principal Designer in Article 4 if the Architect/Contract Administrator is not to fulfil that role and that of the Principal Contractor in Article 5 if that is to be a person other than the Contractor.

Under the CDM Regulations 2015, regardless of whether or not a project is notifiable, there is a requirement to appoint a principal designer and a principal contractor in all cases where there is more than one contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time. For these purposes, the term 'contractor' is broadly defined by the regulations and treats the Contractor's sub-contractors as separate contractors.

⁽¹⁰⁾ As to adjudication in cases where the Employer is a residential occupier within the meaning of section 106 of the Housing Grants, Construction and Regeneration Act 1996, see the Guidance Notes.

⁽¹¹⁾ If it is intended, subject to the right of adjudication and exceptions stated in Article 7, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars must state that the arbitration provisions of Article 7 and Schedule 1 apply and the words "do not apply" must be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 8 (see also clause 1.8).

⁽¹¹⁾ See the Guidance Notes.

Contract Particulars

*Note: An asterisk * indicates where selection has been or should have been made.*

Clause etc.	Subject	
Fourth Recital and Schedule 2 (paragraphs 1·1, 1·2, 1·5, 1·6, 2·1 and 2·2)	Base Date	_____
Fourth Recital and clause 4·2	Construction Industry Scheme (CIS)	* Employer at the Base Date is a 'contractor'/is not a 'contractor' for the purposes of the CIS
Fifth Recital	CDM Regulations ^[12]	* the project is/is not notifiable
Sixth Recital	Framework Agreement (if applicable) (State date, title and parties.)	_____ _____ _____
Seventh Recital and Schedule 3	Supplemental Provisions ^[13] (Where neither entry against one of Supplemental Provisions 1 to 6 below is deleted, that Supplemental Provision applies.)	
	Collaborative working	* Supplemental Provision 1 applies/does not apply
	Health and safety	* Supplemental Provision 2 applies/does not apply
	Cost savings and value improvements	* Supplemental Provision 3 applies/does not apply
	Sustainable development and environmental considerations	* Supplemental Provision 4 applies/does not apply

^[12] Under the CDM Regulations 2015 a project is notifiable if the construction work on a construction site is scheduled either to last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project or to exceed 500 person days.

^[13] Supplemental Provision 7 (Transparency) applies only where the Employer is a Local or Public Authority or other body to whom the Freedom of Information Act 2000 applies; Supplemental Provision 8 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Performance Indicators and monitoring

* Supplemental Provision 5 applies/does not apply

Notification and negotiation of disputes

* Supplemental Provision 6 applies/does not apply

Where Supplemental Provision 6 applies, the respective nominees of the Parties are

Employer's nominee

Contractor's nominee

or such replacement as each Party may notify to the other from time to time

Article 7

Arbitration
(If neither entry is deleted, Article 7 and Schedule 1 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 7 and Schedule 1 apply.)^[14]

* Article 7 and Schedule 1 (Arbitration) apply/do not apply

2.2

Works commencement date

2.2

Date for Completion

or such later date for completion as is fixed under clause 2.7

2.8

Liquidated damages

at the rate of
£ _____ per _____^[15]

2.10

Rectification Period
(The period is 3 months unless a different period is stated.)

_____ months^[16] from the date of practical completion

4.3

Interim payments – Interim Valuation Dates^[17]
(Unless otherwise stated, the first Interim Valuation Date is one month after the Works commencement date specified in these Particulars (against the reference to clause 2.2) and thereafter at monthly intervals.)

The first Interim Valuation Date is

and thereafter at intervals of

4.3

Payments due prior to practical completion – percentage of the total value of work etc.
(The percentage is 95 per cent unless a different

_____ per cent^[18]

^[14] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Guidance Notes. See also footnote [10].

^[15] Insert 'day', 'week' or other period.

^[16] An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the percentage entries for clause 4.3.

^[17] The first Interim Valuation Date should not be more than one month after the Works commencement date and the intervals between Interim Valuation Dates should not be more than one month.

rate is stated.)

4-3	Payments becoming due on or after practical completion – percentage of the total amount to be paid to the Contractor <i>(The percentage is 97½ per cent unless a different rate is stated.)</i>	_____ per cent ⁽¹⁹⁾
4-3 and 4-8	Fluctuations provision <i>(Unless another provision or entry is selected, Schedule 2 applies.)</i>	<ul style="list-style-type: none"> * Schedule 2 (Contribution, levy and tax changes) applies/ * no fluctuations provision applies/ * the following fluctuations provision applies _____ _____
4-3 and 4-8	Percentage addition for Schedule 2 (paragraph 13) (if applicable)	_____ per cent
4-8-1	Supply of documentation for computation of amount to be finally certified <i>(The period is 3 months unless a different period is stated.)</i>	_____ months ⁽¹⁹⁾ from the date of practical completion
5-3	Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than	£ _____ for any one occurrence or series of occurrences arising out of one event
5-4A, 5-4B and 5-4C	Insurance of the Works etc. – alternative provisions ⁽¹⁹⁾	<ul style="list-style-type: none"> * Clause 5-4A (Works Insurance by Contractor in Joint Names) applies/ * Clause 5-4B (Works and existing structures insurance by Employer in Joint Names) applies/ * Clause 5-4C (Works and existing structures insurance by other means) applies
5-4A and 5-4B	Percentage to cover professional fees <i>(if no other percentage is stated, it shall be 15 per cent.)</i>	_____ per cent
5-4C	Insurance arrangements – details of the required policy or policies	are set out in the following document(s) _____
7-2	Adjudication ⁽¹⁹⁾	The Adjudicator is _____
	Nominating body – where no Adjudicator is named or where the named Adjudicator is	<ul style="list-style-type: none"> * Royal Institute of British Architects * The Royal Institution of Chartered Surveyors

⁽¹⁹⁾ An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the percentage entries for clause 4-3.

⁽¹⁹⁾ As to choice of applicable insurance provisions, see the Guidance Notes. Where there are existing structures, it is vital that any prospective Employer – in particular any Employer who is a tenant or a domestic homeowner – who is not familiar with clause 5-4B and the possible solutions under clause 5-4C, or an appropriate member of their professional team, should consult the Employer's insurance advisers prior to the tender stage. Any Employer who is a tenant should also consult his insuring landlord prior to that stage.

⁽¹⁹⁾ The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

unwilling or unable to act (whenever that is established)^[20]
(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)

- * constructionadjudicators.com^[21]
- * Association of Independent Construction Adjudicators^[22]
- * Chartered Institute of Arbitrators

Schedule 1
 (paragraph 2.1)

Arbitration^[23] – appointor of Arbitrator (and of any replacement)^[24]
(If no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects.)

- * President or a Vice-President:
 Royal Institute of British Architects
- * The Royal Institution of Chartered Surveyors
- * Chartered Institute of Arbitrators

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[21] constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.

[20] Delete all but one of the nominating bodies asterisked.

[22] Association of Independent Construction Adjudicators is controlled by and acts as an agent of the National Specialist Contractors' Council for the purpose of the nomination of adjudicators.

[23] This only applies where the Contract Particulars state (against the reference to Article 7) that Article 7 and Schedule 1 (Arbitration) apply.

[24] Delete all but one of the bodies asterisked.

Quotation Letter