



**HSE HEALTH, SAFETY AND
ENVIRONMENT
SPECIFICATIONS**

WIND UK CONSTRUCTION SITES

ERG Group

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1 INTRODUCTION

These HSE Health, Safety and Environment Specifications (hereafter referred to as the "HSE Specifications"), apply to all construction works to be carried out on windfarm projects managed by the ERG Group in UK, hereinafter referred as ERG UK Holding, through all its subsidiaries, and represent an integral part of the existing contractual relationships with the same and in particular of each works agreement, services agreement, the "General Specification on Contract Works" and the "General Specifications on Contract Services".

These Specifications have been issued at a preliminary stage and allows the Contractor to evaluate the consistency and clauses of the eventual Contract, as well as, specifically, the work risks for employees, that the Employer/Client specifies for the appropriate assessments of the Contractor and pursuant to the legal provisions (see The Health and 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 applicable UK laws).

These specifications set out the main measures to be adopted and abided by in the field of measures on health and accidents, occupational hygiene and environmental protection by the entities that sign and execute contracts for the performance of works and/or services.

Ultimately, this document complements and does not replace specific rules and operational provisions in force at the sites/plants managed by ERG and its subsidiaries, to which the contractors and all operating parties must comply.

2 SCOPE

These Specifications are applicable to the construction works and/or services regarding ERG UK Holding as the Client/Client Employer. Going forward, unless otherwise specified, the term Client refers to both entities.

These Specifications form an integral part of contracts and orders that the Client stipulates with the Contractor for the execution of works and/or services of any type and nature, together with other contractual documents (technical annex, price lists, specifications, drawings, etc.).

The Specifications are sent by the Client to the Contractor during the tender stage to allow an evaluation of the consistency and clauses of the Contract, as well as the core hazards for employees.

These outline the main measures that must be implemented and abided by, on health and accidents, occupational hygiene and environmental protection by the entities that sign and execute tender contracts for the performance of works and/or services.

The clauses contained in these Specifications will apply, unless otherwise expressly indicated in the contract.

This document, non-exhaustive to the set of laws and corporate measures that the Contractors must comply with, must be communicated to the Subcontractors.

3 DEFINITIONS

The premises and annexes form an integral and substantial part of these HSE Health, Safety and Environment Specifications (hereafter HSE Specifications).

Unless otherwise stated in the HSE Specifications, the terms that begin with a capital letter have the meaning indicated below.

Client	Entity who entrusts the execution of services/works to a Contractor
Client (Under Regulation 2 of CDM 2015)	client” means any person for whom a project is carried out
Procurement	Organisational unit of the ERG Group that ensures the procurement of goods and services for all companies, guaranteeing the effectiveness, efficiency and timeliness of purchasing processes and optimising the relationship between cost and total value of supplies.
ERG Contract Manager	<p>ERG UK Holding or ERG Group organisational unit which is responsible for managing the contract with the companies responsible for carrying out works and/or services.</p> <p>The person in charge for the management and applications of the contract. This Organisational Unit (OU) is identified by the delegated organisational unit</p> <p>upon accreditation of the third-party company and the subsequent signing of the contract.</p>
Contractor	<p>The legal person to whom the tender works/ services contract were/was assigned by the Client.</p> <p>Enterprise owner of the contract with the Client that, in execution of the activities covered by the contract, may use subcontractors or self-employed individuals.</p> <p>In the event that the Contractor is a Consortium between the enterprises that carry out the function of promoting the participation of the enterprises that are part of public or private contracts, even without personnel assigned to the execution of the works, the Contractor and the consortium member assignee of the activities covered by the contract identified by the consortium in the act of assignment of the works / services communicated to the Client or, in the case of multiple partners who are assignees of works, that indicated in the act of assignment of the works as</p>

	contractor, provided that this identification was expressly accepted.
Subcontracting	<p>The contract whereby the Contractor entrusts a third party, in whole or in part, with the execution of the works and/or services contracted to it, subject to authorisation by the Client.</p> <p>The Contractor can subcontract part of the works or services to another Company or Independent Party, upon specific written authorisation from the Client under the contract.</p>
Self-Employed Individuals	<p>The person whose professional activity contributes to the execution of the activities under the contract without a restriction of subordination, fully autonomous from an organisation perspective.</p> <p>The use of the Independent Parties by the Contracting Companies must be authorised in advance by the Client in the same manner as subcontracts.</p>
Tender Contract	The contract whereby a party assumes, with the organisation of the necessary means and with management at its own risk, to fulfil works or services for a monetary consideration.
Construction Site (Under Regulation 2 Of CDM 2015)	"Construction site" includes any place where construction work is being carried out or to which the workers have access but does not include a workplace within the site which is set aside for purposes other than construction work.
Principal Designer (Under Regulation 11 Of CDM 2015)	"Principal designer" means the designer appointed under regulation 5(1)(a) to perform specified duties in regulations 11 and 12 of CDM 2015.
Principal Contractor (Under Regulation 13 Of CDM 2015)	"Principal contractor" means the contractor appointed under regulation 5(1)(b) to perform specified duties in regulations 12 to 14 of CDM 2015.
Construction Phase Plan (Under Regulation 12 Of CDM 2015)	construction phase plan" means a plan drawn up under regulations 12 or 15 of CDM 2015
Health And Safety File (Under Regulation 12 Of CDM 2015)	health and safety file" means a file prepared under regulation 12(5) under CDM 2015.

<p>Pre-Construction Information (Under Regulation 11 Of CDM 2015)</p>	<p>means information in the client’s possession or which is reasonably obtainable by or on behalf of the client, which is relevant to the construction work and is of an appropriate level of detail and proportionate to the risks involved, including—</p> <p>(a) information about— (i) the project; (ii) planning and management of the project; (iii) health and safety hazards, including design and construction hazards and how they will be addressed; and</p> <p>(b) information in any existing health and safety file;</p>
<p>Definition of Construction (Under Regulation 2 Of CDM 2015)</p>	<p>means the carrying out of any building, civil engineering or engineering construction work and includes—</p> <p>a) the construction, alteration, conversion, fitting out, commissioning, renovation, repair, upkeep, redecoration or other maintenance (including cleaning which involves the use of water or an abrasive at high pressure, or the use of corrosive or toxic substances), de-commissioning, demolition or dismantling of a structure;</p> <p>(b) the preparation for an intended structure, including site clearance, exploration, investigation (but not site survey) and excavation (but not pre-construction archaeological investigations), and the clearance or preparation of the site or structure for use or occupation at its conclusion;</p> <p>(c) the assembly on site of prefabricated elements to form a structure or the disassembly on site of the prefabricated elements which, immediately before such disassembly, formed a structure;</p> <p>(d) the removal of a structure, or of any product or waste resulting from demolition or dismantling of a structure, or from disassembly of prefabricated elements which immediately before such disassembly formed such a structure;</p> <p>(e) the installation, commissioning, maintenance, repair or removal of mechanical, electrical, gas, compressed air, hydraulic, telecommunications, computer or similar services which are normally fixed within or to a structure.</p>
<p>Emergency Response Plans Of The Sites</p>	<p>Emergency Planning is considered essential, the emergency plan will need to be reviewed and modified to reflect the changing needs within the Project as it develops towards completion.</p>

	<p>Key holders with specific responsibilities during emergencies shall be named in the plan and there must be a plan for delegated authority.</p> <p>It is expected that disaster recovery will form a part of each emergency plan.</p> <p>All emergency plan scenarios must be tested, and emergency drills must be conducted on a monthly basis.</p> <p>The Contractor must have a lesson learnt process in place to feed back the positive and negative outcomes of emergency drills.</p> <p>The lessons learnt from emergency drills should be used to drive continual improvement of arrangements and must be shared with everyone on the project.</p>
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4 ERG GROUP POLICY ON THE ENVIRONMENT, HEALTH, SAFETY, QUALITY, AND INTEGRATED MANAGEMENT SYSTEM.

Health and safety of people and environmental protection, represent the salient values of ERG's business culture, they constitute an important and indispensable commitment to business development and management of relationships with stakeholders.

Sustainable development, efficiency and respect for people and the environment are the underlying foundations of the ERG Group's way of doing business.

These translate into the ability to reconcile their activities with the requirements of environmental protection, health and safety and maintaining relationships of trust with the various stakeholders. Moral integrity, personal honesty, fairness and transparency in relationships must be at the base of the conduct of all those working within the Group.

ERG believes that the complete and positive integration of its activities in the territories and a responsible conduct towards the stakeholders stand for primary conditions in achieving its development objectives.

In addition, ERG believes that it is essential for all the Group's stakeholders to define the values, commitments, objectives and organisational structure in the area of sustainability that must be applied together with the laws and regulations in force in all countries to which ERG operates, with the rules on conduct defined in the Code of Ethics, with the Organisation and Management Models, with the Anti-Corruption Guidelines, and with the other policies and regulations adopted by the Group.

The ERG Group, in accordance with the corporate guidelines and with the adopted Sustainability Policy, intends to:

- define the Group's guidelines on sustainability and promote the adoption of consistent practices in the field of corporate social responsibility.
- approve, monitor, and evaluate sustainability objectives and priority areas of intervention in CSR (Corporate Social Responsibility)
- approve the time frames and methods of communication of the Sustainability Report (SR) and of the CSR initiatives;
- monitor the respect of the principles recognised by the Universal Declaration of Human Rights, by the declarations of the International Labour Organisation, by the principles of the United Nations Global Compact;
- adopt and apply certified processes and procedures, supported also by the implementation of Safety Management Systems certified according to recognised standards, aimed at minimising risks and removing the causes that may jeopardise the safety and health of its personnel and third parties operating at the Group's plants and/or offices;
- comply fully with the legal obligations regarding the involvement of employees, or their representatives, in the reorganisation processes of the company, ensuring the equality of its people, understand the will to ensure equal opportunities without any discrimination due to political opinions, nationality, age, sex, sexual orientation and/or any personal characteristic of people;

- recognise people's freedom to join and/or associate themselves with trade unions or workers' organisations;
- define activities and policies aimed at favouring the reconciliation between private life and work;
- enhance the contribution of its own people to the achievement of company objectives, using appropriate assessment systems and supporting training initiatives for professional development;
- favour the development of renewable sources and the use of low-carbon fuels;
- minimise the environmental impact of its activities, reducing energy consumption, emissions into the atmosphere and waste production also through the improvement of the quality and efficiency of the plants;
- consider the protection of biodiversity, natural habitats and ecosystems as an important component of sustainable development in the realisation of its projects;
- promote the conscious and responsible use of all the natural resources available to the Group;
- adopt the Health, Safety and Environment Management Systems certified according to recognised standards, with a view to improve its performance and mitigate risks continuously;
- request that business partners adopt conduct and practices in line with the principles of the ERG Group, defined in the Code of Ethics, the Organisation and Management Models, of the Anti-Corruption Guidelines, of this document;
- consider organisational and ethical criteria and standards in the selection, qualification and business process of the Group's business partners;
- assess the specific economic, environmental and social impacts generated by its activities at local level;
- participate in the growth and enhancement of the territories in which it carries out its activities;
- establish, in compliance with the principles defined by the Code of Ethics, a constructive and transparent collaboration with the stakeholders, providing information on the actions undertaken and the results achieved with respect to the economic-financial objectives and socio-environmental responsibility;
- publish the Sustainability Report every year, drawn up in compliance with recognised standards, in order to communicate in a clear, truthful and accurate manner the actions undertaken and the results achieved;
- not tolerate any kind of corruption, considering it a risk for a sustainable development economy, for good governance and fair practices;
- undertake to raise awareness and train all people, as well as to develop appropriate procedures, in particular with regard to relationships with the community, institutions, , suppliers and customers.

The ERG Group, in line with the corporate guidelines and the Sustainability Policy requires that its Contractors:

- a) carry out the works under the Contract in full compliance with all current regulations on safety, health, safety and environmental protection.;
- b) follow, during the activities carried out at an ERG Group office or plant, policies, procedures, instructions, etc., applicable to the works or services stated within the Contract;
- c) provide evidence of the information and training of its own personnel and their subcontractors concerning the Management Systems operating in the ERG (Environment and Safety) field;
- d) provide (to the Client's Representative) all useful information for the development of procedures and additional operational instructions necessary for the management of the quality, health, safety and environmental aspects related to their activities.

5 REQUIREMENTS

5.1 DOCUMENTATION TO BE PRESENTED BEFORE SIGNING THE PROCUREMENT/SERVICE AGREEMENT

The Contractors shall transmit the following documentation to ERG Procurement before signing the Tender/Service contract:

1. registration with Companies House (bearing a recent date and in any case not earlier than 6 months);
2. self-certification of the contractor and/or independent party who possess the professional technical competence requirements, including a declaration that neither the company nor the staff employed have been subjected to criminal or civil proceedings, in the context of business activities, in accordance with applicable laws concerning the fight against irregular work and the protection of health and safety of workers;
3. documentation certifying that the contractor has valid Professional Indemnity, Employee Liability and Public Liability insurance policies;
4. commitment to stipulate and send to the Contract Manager, prior to the commencement of works, the third-party liability policies as provided for in the General Terms and Conditions of Works/Services;
5. a copy of any Deeds of incorporation of the Temporary Associations/Groups of Companies and/or Consortia;
6. acceptance of the estimate of safety costs prepared by the Client (where applicable);
7. acceptance of the HSE Health, Safety and Environment Specifications;
8. acceptance of all applicable laws and regulations, as well as special provisions in force at the sites;
9. A completed contractor competency assessment questionnaire (EUK_HSE_WS_FOR_03).
10. VAT Certificate where applicable.
11. Employer declaration concerning employees (**ANNEX 2**)

12. Organisation of the construction project team which must include the following positions (where applicable):

- a. Employer;
- b. Manager of the Contracting Company and its possible replacements;
- c. Construction Manager;
- d. On-site Officer for Health, Safety and the Environment of the company;
- e. Team Supervisor(s);
- f. Health and Safety Officer (HSO);
- g. Employees assigned to first aid, emergency management, and firefighting team;
- h. Workers' health and safety representative.

5.2 DOCUMENTATION TO BE SUBMITTED PRIOR TO COMMENCEMENT OF CONTRACT ACTIVITIES

The Contractors must provide to the Client before the start of the works and/or services, the following documentation to the requesting department:

1. A project specific Construction Phase Plan (If appointed Principal Contractor or if the only Contractor);
2. A project specific Emergency Response Plan(If appointed Principal Contractor or if the only Contractor);;
3. A project specific Traffic Management Plan(If appointed Principal Contractor or if the only Contractor);;
4. A site induction package;
5. The risk assessment and method statements for the works to be undertaken;
6. The training records for all the Contractors' personnel on the project;
7. request for authorisation for subcontracting (**ANNEX 4**) (see also the information at section 6.1);
8. list of substances classified as dangerous and the relevant valid safety data sheets (e.g.: toxic, corrosive, harmful, irritant, inflammable);
9. A list of equipment, machines, site vehicles (**ANNEX 6**).

5.2.1 PRESENCE OF MULTIPLE COMPANIES, NOT NECESSARILY AT THE SAME TIME

In this case, the Client will appoint a Principal Contractor, who is required to request from the contractors, and potential subcontractors, a series of documents.

Furthermore, the Principal Contractor will request the following documents from the contractors:

1. The risk assessment and method statements for the works to be undertaken.
2. The training records for all the Contractors' personnel on the project;
3. request for authorisation for subcontracting (ANNEX 4) (see also the information at section 6.1);

4. list of substances classified as dangerous and the relevant valid safety data sheets (e.g.: toxic, corrosive, harmful, irritant, inflammable);
5. A list of equipment, machines, site vehicles (ANNEX 6)
6. Statement according to **Annex 8**.

The contractors/self-employed individuals are required to transmit the documentation referred to above.

5.3 REQUIREMENTS FOR PARTICULAR CASES

5.3.1 SUBCONTRACTING

Subcontracting is subject to authorisation rules outlined in a specific company procedure. Some clarifications are provided below.

The Contractor who intends to subcontract part of the activities must send the request to Subcontract to the Client, according to the procedures established by the Client.

The Client, after checking the documentation , can authorise the Subcontract agreement in writing to the Contractor.

Each subcontract must provide consent for the subcontractor to assume all the general and safety obligations set forth in this document to be met by the Contractor.

In the event that the Contractor does not grant its consent to Subcontract, the Contractor must nevertheless be able to fulfil all the works stated within the contract.

5.3.2 CONSENT TO SUBCONTRACT

The Contractor is prohibited from assigning or subcontracting all or part of the work envisaged in the contract without prior formal consent from the Client.

This consent must also be requested in the case of Subcontracting of any type of workforce or service, it being understood that operated equipment rental is also a Subcontract and must be treated as such.

The subcontract request must be made in writing according to the format prepared and provided by the Client (**ANNEX 4**).

The Authorisation of the Client, which must be granted in writing, does not entail any change in the contractual obligations of the Contractor.

The Contractor shall remain in respect of the Client the sole responsible party for the execution of the services Subcontracted. The Client is not responsible for any claims by subcontractors or from claims for damages made by third parties as a consequence of performance, works, and contracted services.

The Contractor is directly responsible to the Client for the work of the subcontractors or their personnel and must, in any case, absolve the Client from any request or claim thereof.

Before the start of the work, the Principal Contractor must transmit the Construction Phase Plan to any subcontractors and to self-employed individuals, and before the commencement of the respective works, each Contracting Company draws up its Safety Plan related to the activities covered by the Tender Contract and transmits it to the Contractor that evaluates its consistency with respect to its own.

Before the commencement of the work, the Contractor must transmit the Construction Phase Plan to any subcontractors and to self-employed individuals. Before the commencement of the respective works, each Contracting Company must draw up a Risk Assessment Plan related to the activities covered by the Tender Contract.

The aforementioned documents must be submitted to the Contractor that evaluates its consistency with respect to its own and transmits it to the Client

The Contractor, through their Directors, Managers and the Health, Safety and Environment specialist of the Contracting Company, must:

1. Coordinate the activities of subcontractors, communicating adequate information on the instructions given by the Client and/or established in the coordination meetings;
2. Guarantee the presence of the subcontractor's managers in the coordination meetings, if requested by the meeting coordinator;
3. Verify that the personnel of the subcontractors:
 - are aware of the steps to be taken in case of emergency;
 - are informed of/trained on the activity to be performed and on the security measures to be adopted;
 - use individual protection devices correctly;
 - use the equipment and vehicles correctly;
 - build, use and safely maintain scaffolding, work surface areas and access platforms;
 - maintain the workplace and ensure the area inside and outside the building site remain clean and tidy.

Also with respect to subcontractors, the Client must receive all the documentation attesting the conformity of the Company (or of the Independent Party) with the health and safety requirements established by law and acknowledged by the Client through the professional verification procedure on technical suitability. The Contractor will be responsible for the delivery of the same documentation, by its subcontractors, within the time frames and in the manner requested by the Client.

5.4 NON UK PERSONNEL

The Contractor undertakes to make recourse only to personnel with a valid residence permit in compliance with the applicable regulations in force and in full compliance with the applicable law.

In case of use of non-UK personnel, in addition to the provisions of this articles and of the contract, it is necessary that the Contractor/User, send to the Client a declaration of having fulfilled all the insurance and social security obligations established by the enforceable law and contracts in the country of origin (e.g. presentation Form: E101 / E106 for EU countries) and/or those required by local legislation for non-EU countries.

The company is expressly requested to ensure proper means of communication with such workers, or alternatively, a representative of the company who is able to communicate both with the ERG UK Holding designated appointee and the foreign workers, shall always be present during the works; this duty applies all the more importantly for emergency issues/aspect.

6 WORKS SUPERVISION

It is the responsibility of each contractor employed on the Clients construction site to ensure that adequate supervision is in place to oversee all aspects of work.

7 DOCUMENTATION TO STORE ON SITE

The Contractor, where the assignee of areas of work by the Client in which it establishes its own site, must always have the documentation required by current local legislation available on site.

8 RISK ASSESSMENT

All the health, safety and environmental risks associated with works on the Clients site must be assessed and where necessary controlled. The outputs from the assessment and its associated controls must be documented, and a safe system of work developed.

The Contractor has a legal responsibility to conduct a risk assessment under the Management of Health and Safety at Work Regulations.

It is important to the Employer that the Contractor conducts a suitable examination of what could cause harm to people and/ or damage property/ equipment in order to identify suitable precautions that need to be taken to prevent harm and / or loss.

It is paramount that Risk Assessments and Method Statements (RAMS) are task and Site specific. Generic RAMS will not be accepted as they do not meet the Employer's requirements.

The Contractor should also ensure they involve the workforce in the planning of works as this will ensure that any controls are relevant and achievable.

All risk assessment documents must be supplemented by a dynamic risk assessment that must be reviewed on a daily basis by the work supervisor.

The Contractor must also consider how they will ensure that the information is communicated to the workforce in an effective manner. Additionally, the setting to work brief must cover all aspects of how the task will be undertaken.

It is expected that all team members must sign onto the Pre-Job Brief and the daily Risk Assessment. Compliance with this detail will be audited.

9 PRINCIPALS of UK CONSTRUCTION SITES

Principals that must fulfil the obligations established by the Construction (Design and Management) Regulations 2015 and local applicable safety legislation are:

- a. the Client;
- b. the Principal Designers;
- c. the Principal Contractor
- d. the Contractor;
- e. the Designer;

The duties identified in the Table below are a synopsis taken from the CDM regulations 2015.

Role	Responsibilities
Client	<ul style="list-style-type: none"> • Make suitable arrangements for managing a project and maintaining and reviewing them for the duration of the project, so that it is carried out in a way that manages the health and safety risk involved. • Provide suitable PCI as soon as is practicable to every designer and contractor appointed or being considered for appointment. • Ensure that a CPP is drawn up by the contractor or the PC before any construction work begins. • For projects that are notifiable or involve more than one contractor the Client must formally appoint a PD and a PC and ensure they carry out their respective duties. • Note: If the Client does not appoint a PD in writing, the Client assumes the duties and responsibilities of the PD role.
Principal Designer	<ul style="list-style-type: none"> • Must plan, manage and monitor the pre-construction phase and coordinate matters relating to health and safety during this phase, to ensure so far as is reasonably practicable the project is carried out without risks to health or safety. • They must identify, eliminate or control so far as is reasonably practicable, foreseeable risks to the health and/or safety of any person; • Carrying out or liable to be affected by construction work. • Maintaining or cleaning a structure. • Using a structure designed as a workplace.
Principal Contractor	<ul style="list-style-type: none"> • Must plan, manage and monitor the construction phase and coordinate matters relating to health and safety during the construction phase to ensure that so far as is reasonably practicable construction work is carried out without risk to health or safety, and in accordance with a Construction Phase Plan. • Design, technical and organisational aspects are decided in order to plan the work stages which are to take place simultaneously or in succession. • Organise cooperation between project contractors, coordinate the implementation of contractor's legal requirements for health and safety. • Consult and engage with workers and/or their representatives on matters connected with the project which may affect their health, safety or welfare.

Role	Responsibilities
	<ul style="list-style-type: none"> • Liaise with the PD for the duration of their appointment and share all information relevant to the planning, management, monitoring and coordination of the pre-construction phase.
Contractor	<ul style="list-style-type: none"> • Must not carry out construction work in relation to a project unless satisfied that the Client is aware of the duties owed by the Client under the CDM regulations. • Must plan, manage and monitor the work under their control. • Comply with the directions given to them either by the PD or PC on sites where there is more than one contractor. • Prepare a CPP where they are the only contractor on the project.
Designers	<ul style="list-style-type: none"> • Must not commence work in relation to a project unless satisfied that the Client is aware of their duties under the CDM regulations. • When preparing or modifying a design they must consider general principles of prevention and any PCI to eliminate so far as is reasonably practicable foreseeable risks to the health or safety of any person; • Carrying out or liable to be affected by construction work. • Maintaining or cleaning a structure. • Using a structure designed as a workplace. • Where risk cannot be eliminated the designer must so far as is reasonably practicable; • Take steps to reduce or, if that is not possible, control the risks through subsequent design process. • Provide information about those risks to the Principal Designer. • Ensure appropriate information is included in the health and safety file. • Take all reasonable steps to provide with the design sufficient information about the design, construction or maintenance of the structure, to adequately assist the Client, other designers and contractors to comply with their duties under the CDM regulations.

10 OTHER PARTIES

10.1 MANAGER OF THE CONTRACTING COMPANY

Furthermore, it will be the obligation of the Contracting Company to appoint a manager who will act in the name and on behalf of the same for all purposes. Therefore, all communications and the decisions of the Client addressed to the same are intended also as communicated to the Contracting Company.

The Manager of the Contracting Company will also receive, from the Client, any communication or verbal or written provision.

Also, the subcontractors, as executing Companies, must identify a Manager of the Contracting Company, regardless of the duration and the amount of the work activities covered by the contract entrusted to them.

The Contracting Company must ensure that the Manager of the Contracting Company has the appropriate powers and abilities as well as full knowledge of all the rules and clauses governing the current Contract.

If needed, the Contracting Company may appoint any substitutes of the Head of the Contracting Company, which must be communicated in advance to the Client.

10.2 CONSTRUCTION SITE MANAGER

The Contracting Company must appoint an expert and professionally qualified person as Construction Manager that will be personally responsible for the organisation and management of the building site and in general for the perfect execution of the works, without prejudice to the more general responsibility of the Contracting Company.

The Construction Site Manager will be responsible for observing, under the sole responsibility of the Company and of the Contracting Company, all the accident prevention regulations established by the law, as well as the internal workplace safety regulations defined by these HSE Specifications, and in general all the measures and precautions in any case to guarantee the safety of its personnel, of the personnel of any subcontractors and of any third party and to avoid damages of any kind, both to persons and things and to comply with the laws and company regulations on health and safety, and environmental protection.

The Construction Site Manager will also receive from the Client, any communication either verbal or written provision concerning the building site and the workers employed.

The Construction Site Manager must be present on site even in case of subcontracting and cannot be replaced by a Construction Site Manager of the subcontractor, except in exceptional cases authorised by the Client.

Moreover, the subcontractors, as Contracting Company, must identify a Construction Site Manager, regardless of the duration and the amount of the work of the activities covered by the contract entrusted to them.

The Construction Site Managers must be approved by the Client and their names must be notified in writing to Procurement the Maintenance Supervisor of the organisational unit, the Supervisor of the Safety & Environment organisational unit and to the supervisor of the works before the commencement of works.

During the work, the Client is entitled, upon notification by the supervisors and the Safety & Environment organisational unit, to request and obtain immediate replacement.

The Contracting Company shall ensure that the appointed Construction Site Manager fully understands the rules and clauses governing the existing contract.

In case of need, the Contracting Company can appoint alternative Construction Site Managers who must be communicated in advance to the Client.

10.3 HEALTH, SAFETY AND ENVIRONMENTAL PROFESSIONAL FROM CONTRACTING COMPANY

The contracting companies will appoint an officer for health, safety and the environment for the building site and/or for the works entrusted to it and maintain a valid safety and environmental organisation active at their care and expense.

The names will be communicated to the Client before the commencement of the works in writing, specifying the number of its members and indicating their professional capacity to adequately fulfil the tasks assigned to them.

However, this fact will not absolve the Contracting Company and its employees of responsibilities.

The Officer for Health, Safety and the Environment of the Contracting Company must support the Construction Site Manager who has the obligation to ensure that the work is carried out in conditions of maximum safety. The Construction Site Manager and the Officer for Health, Safety and the Environment will have to coordinate, among other things, in a careful and rigorous manner with the Site Managers and the employees of the other companies present.

The Client reserves the right to request the replacement of the Health, Safety and Environmental Policy.

Furthermore, depending on the type and complexity of the site, the Client may also request subcontractors to appoint their own site Officer for Health, Safety and the Environment.

11 CONTRACT OPERATING MANAGEMENT PROCEDURES

11.1 ACCESS OF THE CONTRACTOR'S STAFF

The personnel employed by the Contractor to carry out the activities subject of the contract must be constantly, in terms of number, quality and professionalism, adequate to the commitment required by the activities to be carried out and must be adequately trained and informed by the Contractor about the risks involved in carrying out their duties, as well as the health and safety measures adopted.

The access of the Contractor's workers to the areas owned by the Client for the performance of the activities referred to in the contract must be authorised in advance in accordance with the procedures laid down in the procedures and regulations of the various sites.

The Contractor must provide and take care of all the necessary steps so that in the execution of the works and / or services all the necessary measures are taken to protect and guarantee the safety and the life of their personnel, of the people normally employed in the work and / or services and third parties and to avoid damage to public and private assets, remaining solely responsible for damage and inconvenience.

11.1.1 ACCESS AUTHORISATION

The Contractors undertakes to communicate to the Principal Contractor before the commencement of works, the names of its personnel and that of any subcontractors that it intends to employ for the completion of the works under the contract. Only such personnel will be allowed to access the work areas, subject to delivery and verification of documentation attesting the employment, training and safety equipment related to the names communicated and prior authorisation to access according to the procedures provided by the Client.

The Contractor is required to communicate in advance and promptly any changes to the list of personnel authorised to enter the workplace.

The Contractor must provide their staff with identification badges that respect the current legislation in their contents. The staff must always wear the identification badges and be in possession of any identification document. The Contractor is required to demand and verify that its personnel or that of its subcontractors always wear identification badges.

The communications referred to in this paragraph must be sent to the Client's representative who will manage the communications.

11.1.2 CONDUCT EXPECTED ON THE PART OF WORKERS OF THE CONTRACTED COMPANIES

Each contractor worker will meet the following requirements in the performance of their activity:

- will wear the required PPE;
- will report the near misses observed during the activity;
- will report any accident or injury observed during the activity;
- will participate in the safety meetings of their team;
- will facilitate the carrying out of the safety and environmental audits performed by the Client's staff or the party appointed by the Client;
- will participate in periodical training and information sessions.

11.1.3 CONDUCT EXPECTED ON THE PART OF THE CONTRACTORS AND CONTRACTING COMPANIES

The Manager, the Construction Site Manager and the Health, Safety and Environment professional of the Contractors will also implement, in the performance of their activities, the following requirements:

- will inform their workers about the risks associated with the work to be carried out and the necessary PPE to be used;
- will inform their workers about the procedures adopted by the Client within its own Health, Safety and Environment Management System;
- will promptly inform their workers about the topics communicated from the Client;
- of this information / training it must give objective evidence (at the request of the Client) through appropriate registrations and distribution of teaching materials;
- will collect data on near misses reported by their operators and deliver them to the works supervisor of the Client;
- will participate, if necessary, together with the works supervisor of the Client, to analyse accidents that occurred during the course of the activity;
- will conduct periodic safety meetings with their team of operators (on the basis of topics agreed with the supervisors of the Client);
- will ensure that all workers participate in the safety information/training scheduled;

- will prepare, for the works supervisor, periodic reports on the safety activities carried out, and will discuss facts/critical points;
- will proactively follow the security problems encountered through the definition of an action plan and the implementation of the same within the scheduled time frame.

The Contracting Companies will be periodically evaluated, with respect to compliance with this conduct, according to the ERG Group procedures.

At the building sites/premises or offices managed by the Client, the personnel of the Contracting Companies and the Self-Employed Individuals must maintain a correct conduct by abstaining, absolutely, from any behaviour or act that could damage other workers, items, the environment, or hinder the regular performance of work activities.

Workers must not leave their workplace or the area assigned to them by their managers, without a justified reason.

Smoking outside the authorised areas is prohibited.

Eating at the workplace is prohibited.

Consumption of alcoholic beverages during work and during the lunch break is prohibited.

Using drugs while working and during lunch break is prohibited.

Accessing the building site/premises/offices in an abnormal mental state due to the use of alcohol or drugs is prohibited. In this case the staff will be immediately removed.

11.1.4 STAFF DISMISSAL

The Client reserves the right to demand the removal of the Contractor's personnel or of any subcontractors who are in breach of their safety duties or who fail to comply with rules, procedures and regulations.

The Client is entitled to promptly remove from the site the persons who expose themselves or others to serious risks, who do not comply with the safety prescriptions outlined, who do not use the recommended PPE, who cause serious damage to materials and resources and to the environment; without prejudice to any claims or recourse actions in relation to the damages suffered against the person who assessed the damage and the company in whose interest the services were performed (contractor).

12 COOPERATION AND COORDINATION AT CONSTRUCTION PHASE

The promotion of cooperation and coordination of the Contracting Companies and of the Self-Employed Individuals during the execution of the works on the ERG UK Holding sites/premises and offices is carried out through:

- drafting of the required coordination documents;
- work site start-up/commencement of activities meetings (preliminary and periodic);
- authorisation of the works that must take place through a document duly traced and completed at the beginning of the works;
- supervision during the execution of works for the purposes of accident prevention, health protection and environmental protection.

Apart from the regulatory application regime, the various organisational units of the Client collaborate in the supervisory activities.

13 DESIGN

13.1 RISK MANAGEMENT DURING DESIGN

HSE Risk Management methods will be applied throughout each stage of design development to ensure the associated risks can be demonstrated as tolerable and as Low as Reasonably Practicable (ALARP).

To ensure that risks are managed as far as reasonably practicable through design.

To ensure that all residual risks are identified and communicated to the relevant parties.

The documented outputs of this process will subsequently be utilised to develop the Health and Safety File.

Each Designer engaged on the project must undertake a design scope of work to determine the most suitable hazard identification methods to ensure the subsequent design can be considered 'inherently' safe and the residual risks are As Low as Reasonably Practicable (ALARP) so that they can be deemed tolerable by the Contractor and the Employer from an asset integrity point of view.

The hazard management activities selected should form the basis of the Designers Management Plan.

The hazard management approach to be applied by the Designer should consist of five main elements:

- Hazard identification.
- Assessment of the risks
- The Evaluation of Risks and Controls
- The recording and prioritisation of risks.
- The monitoring and review of risks

As well as having the greatest potential to impact on the overall project value, decisions made in the early phases of a project will also largely dictate the range of residual HSEQS risks exposure during the operational life of an asset. Therefore, hazard management is particularly important during these early phases

13.2 INHERENT SAFETY IN DESIGN PRINCIPLES

Each Designer engaged by the Client will be expected to apply an 'inherently safer' approach to hazard management. This approach is one that tries to avoid or eliminate hazards or reduce their magnitude, severity or likelihood of occurrence, by careful attention to the fundamental design and layout of the assets or structures being designed.

It places less reliance on 'add-on' engineered safety systems, features and procedural controls which add cost and can be maintenance intensive.

To ensure that HSEQS Risk Management methods are applied throughout each stage of design development and to ensure the associated risks can be demonstrated as tolerable and As Low as Reasonably Practicable (ALARP).

Throughout the design process, each Designer will be expected to apply the following hazard management principles:

- Elimination – eliminate the identified hazard by design.
- Reduction – design of the asset or structure to prevent the identified hazard being realised or to limit the severity of the hazard and reduce the likelihood of the hazard occurring. This may involve substitution of plant or equipment, simplification of layout and consideration of human factors within the design. The outcome of such design work may include a reduction in the frequency of task(s) which could initiate a hazardous event, changing the design of a task to minimise the potential for error and to improve the detection of failure to allow recovery before an incident occurs.
- Isolation – If a hazard cannot be managed at source, then consideration should be given to isolation of the hazard from people or other plant or equipment that is essential to safe operation.
- Engineering Control – If a hazard cannot be managed by inherent means (elimination or reduction) or isolation, then passive or active engineering controls will need to be considered. Passive systems should be considered first, as they usually have high availability and do not rely on detection or actuation for them to work. Active systems are only effective if they can be kept in a working condition linked with a timely means of detection. Active systems tend to require periodic maintenance and testing, which could increase the required number of annual maintenance visits to an asset or structure.
- Procedural Control – Procedural systems are prone to failure (as by their nature they involve people to execute them) and should not be used as the sole means of hazard management. Procedural controls will normally be provided to supplement other measures such as hazard reduction e.g., providing a means to override engineered systems to allow human intervention and recovery. Procedural systems will be required to ensure the effectiveness of any passive or active engineering controls.

14 EMERGENCY MANAGEMENT

The Emergency Response Plan (ERP) will be the top-level management document for all types of real and potential emergencies for the project. There will only be one ERP per project and this will be the Principal Contractors plan.

This will be a live document used to manage all aspects of the emergency arrangements during the project and must be revised and updated to reflect all changes to the project.

To ensure there are clear rules and arrangements in place for the management of all foreseeable types of emergencies throughout the project.

To ensure that the project is managed in line with the Principal Contractors own management systems.

To ensure there are clearly defined emergency response roles, responsibilities and communications for the project.

The ERP for the establishment of the site and enabling works must be submitted to the Employer Project Manager 4 weeks prior to enabling works commencing on site.

The ERP must be further developed to incorporate the construction activities and be submitted to the Project Manager four weeks prior to the construction works commencing.

The ERP must demonstrate to the Client the specific management arrangements and processes to be implemented for the management and control of all foreseeable emergencies for the project. This must include all sub-contracted activities within the agreed scope of work for the contract.

The ERP should include (this is not a definitive list).

- Procedures to ensure legal compliance for incidents of all types.
- Designated command and control personnel, facilities and equipment.
- Medically trained personnel, equipment and facilities.
- Procedures for coordinating with emergency services.
- Incident investigation and reporting.
- Pollution control, management and clean up.
- Dealing with the media.
- Develop emergency response plans for all foreseeable types of incidents.
- Provide scenario "flash cards" for deployment with work teams to provide guidance and information in the event of a foreseeable emergency event.

15 VEHICLES AND EQUIPMENT ACCESS

15.1 RULES FOR USE

The Contractor must prepare a list of the equipment, machinery, site vehicles, which it intends to use during the works. All vehicles and equipment must be properly certified and regularly submitted to the checks provided by the local applicable legislation and deliver this list to the Client before the commencement of the works.

The Contractor must ensure that all its machinery, equipment and vehicles, and those of the subcontractors, present in the workplace are used by trained personnel and maintained in perfect working order throughout the duration of the activities.

Machinery, equipment and site vehicles, which the Contractor intends to use in the execution of the works referred to in the contract, must comply with the applicable statutory provisions and be in the necessary conditions of efficiency for safety purposes.

Access to the workplace of vehicles, machinery and/or equipment is allowed only if in compliance with the legal obligations provided and only if in good condition of preservation and maintenance. The equipment/machinery must be accompanied by the relevant certificates of conformity and, is subject to inspection visits by the competent authorities (suspendable and suspended bridges,

overhead ladders, lifting equipment, pressure equipment, etc.), must be accompanied by documents attesting to inspections carried out in accordance with the scheduled deadlines.

The Contractor must always be able to prove, at its expense, these conditions of efficiency and compliance with the provisions of the law.

15.2 TRANSFER OF MACHINERY/EQUIPMENT

Any transfer by the Client of the use of its own machinery, plants, tools, tools and temporary works, to the Contractor or its employees, is not allowed.

16 SCAFFOLDING

Scaffolds are generally used for long term jobs that require a safe place of work at heights and therefore it is more likely that they will be used by contractors working on wind projects. Scaffoldings are good for allowing access to areas of work at height but they must be designed, erected and inspected by competent people otherwise there is a risk of a collapse or a fall from height.

Controls should include:

- Can the work be undertaken from an existing platform, if so why isn't it as this would be the safer option.
- Is there a competent contractor available to erect, inspect, maintain and dismantle the scaffolding.
- Is there a traffic management plan in place to protect the scaffold from traffic movements and protect pedestrians and traffic from items falling from the scaffold.
- Have the ground loadings caused by the scaffold been considered.
- Has a scaffold design been provided by the contractor.
- Does the design take into account possible wind loadings.
- Does the design detail the loading capacities of each platform.
- Has a safe system of work been developed and implemented for working on the scaffolding.
- Have arrangements been made for a competent person to inspect the scaffolding at the start of each shift, this inspection should be documented once in every seven days and a tag system employed. The tags should be placed on the access points to the scaffold.
- Have arrangements been made for localised wind speed readings to be taken, bearing in mind wind speeds can be faster at height and can also be affected by wind being funnelled between buildings or other solid structures.

17 CONFINED SPACES

A confined space has two defining features. Firstly, it is a place which is substantially (although not always entirely) enclosed. Secondly, there will be a reasonable and foreseeable risk of

serious injury from hazardous substances or conditions within the space or nearby (e.g. being overcome due to gas, fumes, vapour or lack of oxygen, being buried or drowned under free flowing solids, being overcome due to high temperatures, being injured due to fire or explosion, being drowned, coming into contact with electricity, coming into contact with corrosive chemicals, etc.).

Any confined space must be risk assessed and wherever possible working in a confined space should be avoided.

- If working in a confined space cannot be avoided, then arrangements must be made to prevent unauthorised access to the space.
- Where entry to a confined space is unavoidable, a safe system of work, underpinned by an emergency plan must be prepared. It is critical that entry to a confined space should only be undertaken where there is a clear means of escape or recovery.
- Under no circumstances shall a person write a confined space permit to work on their own behalf. A competent person wishing to work in a confined space as an "authorised person" must have their permit completed and issued by another "competent person".
- All competent persons must understand the safe system of work for the respective confined space job prior to starting work. Furthermore, should the work require a confined space permit all authorised persons must sign the permit after they understand the controls required.
- Should any worker join the working party they too must be briefed and sign the permit after they understand the controls required.
- Regarding category A confined spaces, the permit must be cancelled after completion of the task. Should the responsible person, group of authorised persons or the nature of the work change the permit must be cancelled and a new one issued.
- Only competent and authorised persons may enter a confined space.
- Lone Working should be prohibited.

18 LIFTING OPERATIONS

Lifting operations are common occurrences throughout the renewables industry for erecting wind turbines, carrying maintenance, moving materials, people, plant, and tools. Lifting operations are high risk activity which often result in severe consequences when an incident occurs.

Once the risk from lifting operations has been identified the responsible contractor will have to determine whether the operation is a basic, standard or contract lifting operation. These are defined as follows:

A Contract Lift - Where a specialist lifting company is brought in to carry out a lifting operation, providing the equipment and expertise to ensure that the lifting operation is carried out safely.

The specialist contractor will be responsible for: -

- i. The supply of an Appointed Person.

- ii. Planning the lift and operation of a safe system of work.
- iii. Organisation and control of the lifting operation.

Before any organisation contracts work for lifting operations it is vital that they ensure that the contractor has the necessary competency to undertake the work. Before any contract lift is undertaken the contractor must have a copy of the lifting plan and method statement, as this may affect the safe system of work for the rest of the operation e.g. It may require amendments to the sites Traffic Management Plan or the safe system of work for other tasks being undertaken.

Standard Lifting Operation (Including WTG internal crane)- Lifting operations where there are hazards, either with in the working area or on the access route to the working area or a lifting operation that involves lifting people. If the contractor determines the operation to be a standard lift, then they will have to nominate a competent (trained in BS7121 Safe Use of Cranes) appointed person.

The Appointed Person will then carry out an assessment and develop a lifting plan and lifting method statement that will identify specific significant hazards associated with each lifting operation and the control measures to be put in place to remove or reduce the risks.

The Appointed Person will then appoint a competent (trained in BS7121 Safe Use of Cranes) Lift Supervisor who will provide supervision to the lifting operation and ensure that the Safe System of work is followed. The Lift Supervisor will ensure that competent Slings, Signaller, Banksman and Crane Operators have all been appointed and that they have been briefed on the lifting plan.

Basic Lifting Operation - All other routine lifting operations involving forklift trucks, telehandlers, etc. For basic lift operations, the risks will be controlled by using a risk assessment form to evaluate the risks and identify control measures.

18.1 GENERAL RULES

There are some basic principles that shall be applied to managing lifting operations and they are:

- a) All cranes and equipment are to be properly maintained, tested, and examined.
 - All lifting equipment for lifting people: at least every six months. FLT and Cranes which are used to lift man baskets are also subject to six monthly inspections.
 - All other lifting equipment: at least every 12 months.
- b) All Man Baskets must be compliant with BS EN 14502-1:2010.
- c) All Lifting operations should be thoroughly planned and organised.
- d) Select the right piece of equipment for the task based on its capabilities.
- e) Ensure that lifting equipment is positioned correctly, and that ground bearing load is not exceeded.
- f) Evidence of test certificates, inspection logs and driver's competence must always be available.
- g) A clear briefing must be delivered and recorded to all those involved or affected by the lifting operation the Crane Operator, Banksman and Slings.

- h) The weight of all loads must be known, and safe working loads (SWL) must not be exceeded.
- i) All lifting equipment must have a working load indicator alarm, where fitted.
- j) All loads must be secured by competent Slingers.
- k) Only trained Banksmen will give clear and distinct signals to the Crane / Plant Operator.
- l) Banksman must stop and check before proceeding to give signals to the Crane / Plant Operator.
- m) There must always be clear co-ordination of lifting activities by the supervisor.
- n) Weather conditions can have an adverse effect on lifting operations; therefore, there must always be a means of measuring wind speeds. Under no circumstances will lifting equipment be operated in wind speeds that are in excess to those stipulated by the manufacturer of the equipment.
- o) Where two or more pieces of lifting equipment are used in the same vicinity (within a distance where they can impact on each other) then the lifting operations must be controlled by one Lift Supervisor.
- p) During standard lifting operations, persons appointed to act as Appointed Person, Lifting Supervisor, Signaller and Slingers are named in the lifting plan and particularly in the activity method statement.
- q) No person(s) are to walk or work under the load whilst the lifting operation is in progress.

19 WORKING AT HEIGHT

All tasks undertaken by contractor's project personnel must be risk assessed prior to commencement of the task. During the assessment, any risk posed by working at height will be identified and the adequate controls must be developed and implemented.

When assessing the risks associated with tasks working at height, the following hierarchy must be followed when developing control measures.

- a) Avoid – working at height unless it is essential.
- b) Use existing Platforms - If there is an existing purpose-built platform, then it must be used.
- c) Prevent – falls by using work equipment that protects all those at risk (e.g. access equipment with guard rails, Mobile Elevated Working Platforms (MEWP's), scaffolding both system and tower type,
- d) Prevent – falls by using equipment that protects the individual (e.g. harness with a fall restraint lanyard.)
- e) Mitigate – to minimise the distance or consequence of a fall by employing fall arrest systems, nets or soft-landing systems.

Falls can also be mitigated through training, instruction and supervision at each stage of the hierarchy.

Ladders are not included in the Hierarchy of control as they should only be used for access and egress and work which is short in duration (30 minutes) and also non-repetitive.

As part of the planning process, consideration must be given to the protection of all people not involved in the works. This should include danger from objects falling from height and the control measures must be included in a risk assessment e.g. tool lines, nets etc.

Demarcation is required below places where work at height is being undertaken and the following should be considered: Cones, Barriers, Signage or a Banksman to control movements around the working area.

Where there is the risk of a fall from height, there must be a number of trained people available to undertake an emergency rescue. A plan needs to be in place prior to any work at height being undertaken.

Any person carrying out a rescue from height must be trained in the required techniques, the rescue equipment as well as basic first aid.

20 PREPARATION OF AREAS AND SERVICES ASSIGNED FOR USE TO THE CONTRACTING COMPANIES

In the event the Contracting Company must use areas and/or services of the Client, also for the purpose of setting up the construction site, it must make a specific request indicating:

- the type and size of the area required;
- the necessary services and utilities (e.g. for electrical systems: type of system, voltage, number of phases, power, protection devices, etc.);
- the systems, machinery and the equipment that will be installed, the quantity, the type and the modalities of storage of the materials and of the chemical products;
- the preparations and fire prevention and first aid equipment;
- the methods of fencing off or delimitation of the area.

Once the Authorisation has been obtained from the Client, the Contracting Company must prepare the necessary systems, facilities and equipment:

- for adequate warehousing of work equipment;
- to prevent the risk of soil and subsoil pollution from any substance or product;
- for emergency management and first aid management;
- to prepare a detailed plan indicating the equipment and installations that will be set up, the points of storage of the materials, the fire prevention preparations made, the fencing or delimitation of the area;
- prepare the necessary hygienic services for its employees and subcontractors, using the existing sewage system (in the case of the absence of the sewage system, independent portable toilets must be set up);
- prepare the declaration of conformity of the electrical system, of the protection system against atmospheric discharges, of the ground installation and of the water system, enclosing plans, diagrams and actual statements to the competent bodies where used.

Taking charge of areas and services will be formalised through the drafting and signing of an appropriate document (loan for use or report of delivery of the areas), whereby the person in charge of the Contracting Company undertakes to:

- use the area guaranteeing the initial state of preservation, in particular storing and handling in the appropriate manner the chemical products and waste products of its processes;
- use the services in an appropriate manner and in compliance with the rules and limits established on delivery, ensuring that the systems installed downstream of the delivery point are designed and maintained in compliance with the law;
- report any malfunctioning of services and/or accidents occurred in the area (e.g.: accidental spills of products, fires, etc.);
- return the areas and services to the Client's representative in the same initial conditions.

21 ENVIRONMENTAL PROTECTION

The Contractor shall carry out all the activities covered by the contract on environmental impact, including waste management activities, such as: safety measures, collection of materials, temporary storage, characterisation of waste, transport and disposal in full respect of the law in force in the field of environmental health and safety.

During the execution phase of the works, the Contractor must always avoid any substances (liquid, solid or gaseous) or wastewater, that may accidentally contaminate the surrounding environment. To avoid such situations all appropriate precautions must be taken.

For all activities to be carried out with potential environmental impact or in the HSE field, the Contractor will inform the Client, for information and approval, without any release of its responsibilities or any replacement in the management of the obligation, of all the operating procedures adopted, which must comply with the current regulations on health and safety of the environment.

21.1 EXTERNAL NOISE

The Contracting Company must carry out its activity abstaining from producing loud noises towards the internal and external environment. From the tender phase, the Executive Company must notify the Client of the noisiness of the machinery and equipment that it intends to use in order to agree on operating procedures capable of minimising the internal/external acoustic impact in compliance with current legislation.

21.2 SOIL CONTAMINATION

The Contracting Companies must give priority to the use of substances and preparations the least dangerous and operate in such a way as to limit as far as possible their deposit at the Client's premises.

The use of substances and formulations belonging to the Client is forbidden without prior written authorisation from the latter.

The handling use and storage of the substances must be carried out in compliance with the laws in force.

Containers used for the transport of dangerous substances must be equipped with:

- suitable locks to prevent leakage;
- accessories and/or devices that render filling and emptying operations safe and easy;
- handles, rings or handles that make their use safe and easy;
- protective covers adapted to the nature of the content.

The containers, both full and empty, must be stored in special areas, kept separate from each other, not reused for the containment of different substances, and labelled according to law.

It is forbidden to place barrels, cans, or other containers of chemical products directly on the ground, and properly sized containment tanks or other suitable devices must be used.

If the risk of leakage of products exists in executing the works, the Contractor must take measures to prevent pollution and/or uncontrolled spills in the area.

Any spillage must be immediately communicated to the Client in order to prepare interventions aimed at reducing contamination.

21.3 WASTE MANAGEMENT

The responsibility for the management of waste materials and/or residue resulting from the works carried out in fulfilling the contract shall be decided case by case in defining the contract/service; in this phase the "waste producer" shall be identified which may be either the Client or the Contractor depending on the specific circumstances surrounding the execution of the works and with the object of ensuring the best possible framework for the rules in force. In the event that the Contractor bears sole legal responsibility as waste producer, the latter shall undertake to identify the right classification (CER code) to be attributed to the waste, to define the collection methods, to identify the temporary storage areas for each type of waste, to define the transport, recovery and/or disposal methods to steer the waste and to carry out any another additional obligation foreseen in relation to the position of waste producer according to the provisions set forth by the environmental legislation in force.

The waste management activities must be carried out directly by the Contractor, if in possession of the legal requirements, otherwise, the same will have to employ qualified parties in possession of the necessary legal requirements. In this case, it will be the responsibility of the Contractor to indicate these parties and to certify the verification of the existence of the requirements thereof, providing written evidence to the Client.

During waste management, the Contract will favour re-use, recycling and recovery activities to disposal activities.

If solid or liquid waste is generated in the execution of the works, the Contractor must take measures to prevent pollution and/or uncontrolled spills in the area.

The discharge of liquid waste on the surface or in the sewer system, where present, is prohibited. Any accidental spills must be promptly communicated to the competent authorities and appropriate safety and restoration interventions must be organised promptly. The Client must be kept informed of these events.

The main activities that must be performed by the Contractor for the correct waste management in compliance with the provisions of the environmental legislation in force are summarised below.

21.4 WASTE CHARACTERISATION AND CLASSIFICATION

The Contractor undertakes to perform the sampling, as required by the applicable standard, the analytical characterisation of the waste at a qualified laboratory and classify it under the correct CER code pursuant to applicable law, and any danger characteristics.

21.5 WASTE COLLECTION

The contractor will be responsible for the collection of waste generated in the execution of the activities under the contract. The Client may make available, upon request by the Contractor, an area to be used to temporarily store waste, that must be managed by the Contractor.

The Contractor will place the waste produced in special packaging that must be affixed a UN marking and in line with the ADR regulations (if required) or in roll-out containers in the case of non-hazardous bulk waste, which can be transported in this manner. By way of non-exhaustive example, wooden platforms, barrels for solid and/or liquid waste, big bags, roll-off tarpaulins or closed (sealed) can be used.

It will be the Contractor's responsibility to supply the containers necessary for waste collection. It will always be the Contractor's responsibility to divide the waste into suitable lots both in terms of quality and quantity for the subsequent classification.

The Contractor will also have to determine the frequency and the sampling method of the waste produced, as well as the choice of the tests, according to the enforceable regulations.

The Contractor must comply with the timelines and procedures established by local applicable law on the temporary storage of waste.

21.6 WASTE TRANSPORT

The Contractor must mark and label in compliance with the ADR rules, and consequently affix the orange panels on the transport units (the supply of labels and panels is to be borne by the Contractor), if the transport is to be carried out under the ADR rules.

The Contractor will identify and procure the means and equipment to be used for handling the waste inside the work site, provided these are approved and suitable for transporting the specific type of waste (compliance with regulatory, health, safety, and environmental restrictions) and regularly verified and authorised according to current legislation.

Furthermore, the Contractor must provide the Client with all the documentation necessary to certify the verification of suitability of the vehicles for waste transport (e.g. insurance, authorisation, etc.)

As regards transporting waste outside the work site/production site, the Contractor or any third party in charge must possess the necessary legal authorisations and, preferably, must possess the certificate of a Quality Management System issued in compliance with the ISO 9001 standard.

The Contractor will complete, in the manner established by the current regulations, store, and maintain available for the Client all the documentation required by the environmental legislation in force to guarantee and verify the correct traceability of waste.

21.7 WASTE DISPOSAL

Waste disposal must be completed by the Contractor within the terms established by the environmental legislation in force and in any case not later than the completion of the works/services.

The Contractor must provide the Client with a list of destination, disposal plants and/or recovery plants where all waste produced will be sent.

The Contractor must first verify the technical suitability of the systems used, providing written evidence to the Client.

The plants must be duly authorised in accordance with current legislation

21.8 AUTONOMY OF THE CONTRACTOR

In general, all the activities that form the object of the contract must be carried out by the Contractor with its own organisation of means and persons, without any subordination restriction towards the Client.

Equally, in the management of the waste produced during the activities under the contract, the Contractor will have full freedom and organisation of the activities in terms of resources employed, choice of authorised transporters, choice of destined plants provided that in compliance with environmental regulations in force and of the provisions received before the commencement of the works/services.

21.9 SUPERVISION OF THE CONTRACTING PARTY

The Client will reserve its right to carry out all appropriate checks on compliance with the rules on environmental health and safety by the Contractor who will be required to cooperate with any request, inspection or document submittal relating to the management of waste produced, which should be received during the execution of the activities covered by the contract.

21.10 WASTE MANAGEMENT SUBCONTRACTING

It is forbidden to subcontract or otherwise transfer and/or entrust, on whatever basis, to third parties, the waste management activity produced in the execution of the contract in as much as this activity is the sole responsibility of the producer/holder of the waste.

21.11 NON-PERFORMANCE

If during the execution of the activities covered by the contract, the Client notifies to the Contractor violations and/or non-conformities of any kind, with particular reference to those concerning the health and safety of the environment, including waste management, the Contractor must take immediate and appropriate corrective measures, communicating such promptly in writing to the Client.

In any case, the Client will have the right to:

- terminate the contract in the event of serious breach, at its discretion

or

- request the adoption of different and/or additional measures that the Contractor will be required to apply, within the time frame established by the Client, under penalty of termination of the contract.

In the case of particular environmental violations that, at the discretion of the Client, will be of such severity as to jeopardise the possibility of continuation of the contract, the contract can be immediately terminated.

Serious breaches mean:

- breaches of contractual obligations which at the same time constitute a breach of specific legal provisions (by means of non-exhaustive example, breaches that may impose interdictory ancillary administrative sanctions and precautionary measures concerning the real rights of the Client);
- breaches of contractual obligations that most likely expose the Client to the risk of claims by third parties.

21.12 DOCUMENTATION REQUIREMENTS

The Contractor will be required to specify to the Client the presumed CER Codes of the waste that will be produced during the execution of the activities. These CER codes must then be confirmed through analytical reports of which the Contractor must provide written evidence, upon the specific request of the Client.

The Contractor also undertakes to transmit the names of the authorised transporters and of the plants to be used for waste disposal produced in the activities covered by the contract, including a copy of the valid authorisation certificates enclosing, among other information, the authorised CER codes.

The Contractor must send a copy of the waste transport forms.

Furthermore, the Contractor must provide the Client with all the documentation necessary to verify the suitability of the vehicles for waste transport (e.g. insurance, authorisation, etc.).

22 ACCIDENTS AND NEAR MISSES

In the event of an accident or near-miss occurring to its personnel, that of its subcontractors or third parties during or as a result of the execution of the activities, the Contractor, without

prejudice to its autonomy and responsibility, as well as giving immediate provided for by the regulations governing the matter, must promptly inform the Client, indicating the causes and circumstances that caused it.

The Client reserves the right to verify the causes that led to the accident.

The Contractor must immediately notify the Client of any dangerous situations or conduct likely to cause an accident encountered during the activity and must also communicate events that, due to the randomness effect, have not caused damage to people, equipment or the environment.

The Contractor must abide by all the provisions of the procedure established by the Client.

23 PENALTIES

The violation of the provisions contained in these HSE Specifications entails the application of penalties toward the guilty parties who have committed them.

The type and extent of the sanctions envisaged will be applied taking into account:

- intentionality or degree of negligence, recklessness, or malpractice;
- the overall behaviour of the worker with particular regard to the existence or otherwise of previous disciplinary sanctions;
- particular circumstances that accompany the violation.

Once established, the violation will be reported in writing to the Manager of the Contracting Company, to the legal representative of the company and to the competent organisational units of the Client, for the application of the appropriate sanctions.

It is reserved the right of proceedings aimed at reporting to the competent public body's criminal offences and other offenses.

Therefore, companies are required, in accordance with the provisions individual applicable collective bargaining agreements in the sector, to equip themselves with a transparent, effective and structured disciplinary system that provides for sanctions commensurate with the various types of violations.

It will be the responsibility of the contract manager to ensure that the disciplinary procedure where required by the applicable statute of workers, is carried out with respect to the guilty party, and the Client must be promptly informed of the outcome in order to take appropriate measures (e.g. to prevent the worker from accessing the site).

If it is necessary to suspend the worker, pending the disciplinary measures of the third-party company, the contract manager may adopt an interim provision as a precautionary measure with immediate effect.

This provision must be communicated in writing to the company manager and to the competent organisational units of the Client.

The sanctions against companies will be imposed by the Client through the Contract Manager and the Procurement function.

If the violation is of such an extent as to expose one to serious dangers and/or cause damage to persons, assets and the environment, both within and outside the site, the Client will have

the right to terminate the contractual relationship without indemnification or compensation and without advance notice.

The foregoing shall be without prejudice to any claim for damages to the company.

23.1 RECIDIVISM

All recidivism behaviour will be punished by applying types of sanctions of a higher level to the level previously applied, until the termination of the contract, in the event that the repeated violations are attributable to the organisation of the Contracting Company.

23.2 PROVISIONAL DECISIONS AS A PRECAUTIONARY MEASURE

Provisional decisions may be adopted by the person in charge of the Client.

The decisions that lead to the termination of the contractual relationship can only be applied by the Client (Procurement function or legal representative).

In the case of suspension, the duration of the provisional measure must be included in the calculation of the final penalty.

23.3 TYPES OF PENALTIES

Based on the seriousness of the violation ascertained by the worker of the Contracting Company, the Client fosters measures ranging from notification by letter to the termination of the contractual relationship with request for possible compensation for damages, which represents the maximum penalty, if the worker performs serious violations that exposes one to serious hazards and/or causes damage to persons, property and environment, within and outside the operating sites.

24 ANNEXES

- Annex 1A** Self-certification of the possession of the requirements on professional technical competence/self-drafted affidavit (Company);
- Annex 1B** Self-certification of the possession of the requirements on professional technical competence/ self-drafted affidavit (Self-employed individuals);
- Annex 2** Employer declaration concerning employees;
- Annex 3** *intentionally not used;*
- Annex 4** Request for consent to subcontract;
- Annex 5** *intentionally not used;*
- Annex 6** Equipment, machinery, site vehicles;
- Annex 7** *intentionally not used;*
- Annex 8** Statement of Contracting Company;
- Annex 9** *intentionally not used.*

SELF-CERTIFICATION OF THE POSSESSION OF THE REQUIREMENTS ON PROFESSIONAL TECHNICAL COMPETENCES/SELF-DRAFTED AFFIDAVIT (TO BE MADE ON LETTERHEAD PAPER - COMPANY)

The undersigned
 Born in.....on
 Tax IDResiding in
 Street
 possessing a valid identity document (enclosed herein as a copy)
 as legal representative of the company.....
 with registered office in, Street, square.....

DECLARES

- that the company is registered at the Chamber of Commerce and Industry of under no with main activity related to the object of the Tender;
- that the Company possesses available capital, knowledge, experience and technical skills, machinery, equipment, resources and personnel necessary and sufficient to guarantee the execution of works commissioned, with management at its own risk and with organization of the means necessary;
- that neither the company nor the staff employed have been subjected to criminal or civil proceedings, in the context of business activities, in accordance with applicable laws concerning the fight against irregular work and the protection of health and safety of workers;
- that the Company is not subject to suspension or interdiction measures related to HSE topics;
- that the Company complies with applicable Law in matters of social security, health and safety at work, and protection of the environment, in particular that it has prepared the corporate H&S Risk Assessment Document pursuant to local applicable safety legislation;
- to have appointed the, the Responsible for Prevention and Protection, the Company Doctor, the emergency workers firefighting and first aid (where requested by local safety law);
- to have provided the information, training and instruction of personnel in the cases envisaged by current legislation;
- to be in possession of the specific documentation certifying compliance with the provisions of applicable laws on machinery, equipment and temporary structures used in the execution of the works under the Contract;
- to have received from the Client information on the specific risks existing in the work environment in which the Company is intended to operate and with respect to the prevention and emergency measures to be adopted;
- that it will inform the staff, who will be working at the Client's premises, about the risks and the health and safety measures;
- to have inspected the premises where the works will be carried out, the relative systems and any limitations, and to be fully aware of all the inherent difficulties and burdens, and to possess the necessary organization for its complete execution;
- to be aware of the dangers that may derive from tampering with the safety measures adopted and from operating outside the areas indicated above;
- to have provided the Client with all the necessary information in order to correctly process the H&S Interference Coordination Document (where applicable);
- to abide by and enforce the relevant laws and regulations and the rules in force in the field of health and safety at work and environmental protection concerning the activities awarded;

- to guarantee that the staff will always be equipped with an identification badge and that this badge will be displayed for the entire duration of the stay in the workplace.

- to cooperate with ERG, seeking continuous improvement, to ensure that Health and Safety of workers and the Environment protection remain at the highest possible level during the execution of the Contract;

- provide ERG with immediate information on any matter relating to the HSE that may have an impact, compromise, delay or interfere with the activities of the Contract.

Furthermore, it also declares to be aware of the statutory penalties, against it, for the lack to display the same.

- that any companies for which the consent to subcontract has been requested satisfy all the requirements set forth for the Contractor, that the former have been made aware and briefed about the risks present in the work area, and of all the information communicated by the Client to the Contractor, and that a reasonable amount is specified in the sub-contract relating to the health and safety costs to be paid to subcontractors. Furthermore, it declares that the enterprise value is adequate and sufficient compared to the cost of labour and the safety-related cost;

- that no fatal injuries has occurred in the last 12 months.

Furthermore, **THE UNDERSIGNED EXPRESSLY DECLARES,**

- that the company and its employees and collaborators are fit and able to carry out the activity envisaged in the Contract, being equipped with the necessary means of work, including PPE as well as those means necessary to carry out their tasks in safety, and that the machinery and equipment undergo scheduled maintenance and periodic checks;

- that sufficient training and information regarding safety at work have been provided, and that these undergo, where required, mandatory health checks;

- that the Company fulfilled the requirements required by the safety regulations, in particular the risk assessment;

- to fulfil, in respect of its employees present in the workplace, all the obligations arising from the legal provisions on regular employment, compulsory insurance against accidents and social security, as well as obligations arising from the national collective bargaining agreement applied and undertakes to ensure that its employees receive salary compensation that is not lower to that provided in the national collective bargaining agreement. In this sense, the Company relieves the Client of any burden and liability (joint and several) in this regard.

With reference to the information note received from the Company when responding to the tender pursuant to Art. 13 of EU Regulation No. 679 of 2016, the undersigned hereby gives his/her personal consent to the use of personal data legally provided, for:

- (i) verification of the technical, commercial and financial fitness of the tendering company and to verify its capacity to fulfil all the requirements of the applicable regulations for the possible assignment of the contract to it;
- (i) ensuring the proper legal, technical and financial management of the contractual relationship which may arise in the event that the contract is conferred on the company of the tenderer and the fulfilment of the legal obligations resulting from the assignment thereof;
- (ii) allowing the necessary corporate reporting on the contract's management and the relationships which will arise with the tenderer.

In witness thereof

The undersigned, legal representative, or person appointed to represent the company

Date ___ / ___ / _____

Stamp and signature

Annex: Unauthenticated photocopy of the declarant's identity document

SELF-CERTIFICATION OF THE POSSESSION OF THE REQUIREMENTS ON PROFESSIONAL TECHNICAL COMPETENCES/SELF-DRAFTED AFFIDAVIT

(ON LETTERHEAD PAPER - SELF-EMPLOYED INDIVIDUALS)

The undersigned as "self-employed individual" with headquarters located in
....., Via
registered at the Chamber of Commerce of, tax ID and VAT no.
....., Economic and Administrative Index

DECLARES

- to be registered at the Chamber of Commerce and Industry with main activity related to the object of the Tender;
- to not have been subjected to criminal or civil proceedings, in the context of business activities, in accordance with applicable laws concerning the fight against irregular work and the protection of health and safety of workers;
- that the machines, equipment and temporary structures used are conform with the provisions of applicable safety laws;
- to possess suitable Individual Protection Devices (*to list*);
- to have participated in adequate training;
- to have inspected the premises where the works will be carried out, the relative systems and any limitations, and to be fully aware of all the inherent difficulties and burdens, and to possess the necessary organization for its complete execution;
- to be in possession of the medical fitness certificate issued by a site physician where required;
- to have fulfilled all the obligations under the current legislation on health and safety at work, on social security contributions, and to adhere to the insurance, social security obligations provided for by law and contracts;
- to guarantee that it will always be equipped with an identification badge and that this badge will be displayed for the entire duration of the stay in the workplace. Furthermore, it also declares to be aware of the statutory penalties, against it, for the lack to display the same.

With reference to the information note received from the Company when responding to the tender pursuant to General Data Protection Regulation (UK-GDPR) and Data Protection Act 2018, the undersigned hereby gives his/her personal consent to the use of personal data legally provided, for:

- (i) verification of the technical, commercial and financial fitness of the tendering company and to verify its capacity to fulfil all the requirements of the applicable regulations for the possible assignment of the contract to it;

(ii) ensuring the proper legal, technical and financial management of the contractual relationship which may arise in the event that the contract is conferred on the company of the tenderer and the fulfilment of the legal obligations resulting from the assignment thereof;

(iii) allowing the necessary corporate reporting on the contract's management and the relationships which will arise with the tenderer.

In witness thereof

The undersigned.....

Place.....

Date ___ / ___ / ____

Stamp and signature

Annex: Unauthenticated photocopy of the declarant's identity document

EMPLOYER DECLARATION CONCERNING EMPLOYEES**(ON LETTERHEAD PAPER - COMPANY)**

FAO

ERG.....

.....

The undersigned _____ born in _____ on _____

residing in _____ Province _____

Via _____ no _____,

employer / owner of the Company _____ for the works /
activities __________
(order number or contract _____)

hereby declares, assuming full responsibility:

- that the National Collective Bargaining Agreement applied with respect to its employees is _____;
- that the No. of affiliation to Social Security or equivalent are _____;
- to have complied with all the obligations provided by the current legislation on the health and safety of workers;
- that the personnel employed and that of any subcontractors/self-employed individuals, who will be employed during the course of the works/activities, will be informed/trained in advance with respect to:
 - task to be performed;
 - specific risks of the tasks performed;
 - use of equipment and the health and safety means;
 - third-category individual protection devices;
 - activities in confined spaces and/or over-ground (if provided);
 - Specific Emergency Plan for the site where it will operate.
- that the personnel assigned to the planned work are in possession of the medical fitness certificate issued by the site physician;
- in particular, I expressly declare the medical fitness of personnel handling works subject to particular risks (e.g. asbestos, confined spaces, over-ground construction works, allergies to hymenoptera for outdoor works). **(Adapt/delete this item as required)**

Enclosed also to this document is a copy of:

- the list of personnel who will access the Client's sites indicating the forename, surname, date of employment, qualification, No. affiliation to Social Security or equivalent;
- the minutes of the training/information activity performed;
- the certificates/qualification of the personnel **possibly necessary** for:
 - over-ground construction works
 - rescue training for altitude access in wind turbines
 - use of 3rd category PPE (gas masks, self-contained breathing apparatus, safety harnesses)
 - assembly of scaffolding and temporary structures
 - removal of material containing fibres (ceramics, asbestos, silicon)
 - work equipment for which a specific training of the operators is required (e.g. forklifts, cranes, lifting platforms)
 - works within confined spaces
 - electrical work (person in charge of an electrical installation, skilled person, instructed person)

In witness thereof

The undersigned, legal representative, or person appointed to represent the company

Date ___ / ___ / _____

Stamp and signature

ANNEX 3

<Intentionally left blank>

**REQUEST FOR CONSENT TO SUBCONTRACT
(ON LETTERHEAD PAPER – TENDERING COMPANY)**

With reference to the works commissioned to us UNDER the contract/OdC/OdAS no _____ dated_ / ____ / _____ related to _____

We ask that you authorise the specialist works of _____

under sub-contract to the Firm _____ / No. of affiliation to Social Security or equivalent _____ / Chamber of Commerce registration number _____

declares itself for this purpose that:

1. The assignment in sub-contract does not violate the provisions of applicable law on the subject of labour administration;
2. We guarantee the technical and organisational reliability of the Subcontractor and the execution of the works in compliance with current legislation on environmental and hygiene safety;
3. We will be responsible for the scrupulous observance of the regulations and the General Terms and Conditions of the Tender Contract of ERG S.p.a. (or companies of the ERG group) on the part of the subcontractor; we declare that this has been made aware of these regulations, contained in the tender contract and in the relevant annexes, and of the General conditions of Tender. Copies of these annexes and Conditions have been dispatched to the latter and the same company has undertaken to inform and train its staff. We remain liable in any case towards the Client for their exact execution and, in any case, for all the obligations assumed;
4. We have had sight of and undertake to apply the provisions of point 6.1 "Subcontracting" of ERG's "HSE Health, Safety and Environment Specifications";
5. The manager and global manager of the contract and of safety at work, including that subcontracted, is the Construction Site Manager/Person in charge Mr
6. We declare that the subcontract requested does not concern the realisation of the entire works and does not pertain to the totality of the works falling in the main category;
7. For the compensation of the subcontracted works, a reduction of over 20% compared to the contract price has not been applied;
8. We will also coordinate with the Subcontractor as regards the consistency of its safety plan with ours;
9. We declare that no monitoring forms exist on the part of the Subcontractor;
10. We declare that the employees of the firm..... have been duly trained and informed, based on the information you have provided to us, with respect to execution of activities in a specific risk environment and to have received from the same, rendering such suitable for carrying out the entrusted works, the same information requested by you and provided by us during the tender phase. We also confirm that we have received from the same firm the suitable safety plan consistent with ours.
11. Your potential authorisation, however, will not generate cascades subcontracts (i.e. the granting of all or part of the subcontracted works passes on to other subcontractors)

We also declare that the amount related to the subcontracted works:

- is equal to Euro
- is equal to% of the total value of the contract
- and in any case the total amount of all the activities subcontracted (including those previously authorised) is less than 30% of the total value of the contract.
- The subcontracting agreement is valid until "**dd/mm/yyyy**".

We attach to the present the following documentation relevant to the proposed subcontracting:

1. registration with Companies House (bearing a recent date and in any case not earlier than 6 months);
2. self-certification of the contractor and/or independent party who possess the professional technical competence requirements, including a declaration that neither the company nor the staff employed have been subjected to criminal or civil proceedings, in the context of business activities, in accordance with applicable laws concerning the fight against irregular work and the protection of health and safety of workers;
3. Documentation certifying the regular insurance contribution payment;
4. commitment to stipulate and send to the Contract Manager, prior to the commencement of works, the third party liability policies as provided for in the General Terms and Conditions of Works/Services;
5. a copy of any Deeds of incorporation of the Temporary Associations/Groups of Companies and/or Consortia;
6. acceptance of the estimate of safety costs prepared by the Client (where applicable);
7. acceptance of the HSE Health, Safety and Environment Specifications;
8. acceptance of all applicable laws and regulations, as well as special provisions in force at the sites.

Finally, we undertake, before the commencement of works, to consign to the Contract Manager, in the event that you give your approval for the subcontracting, the documentation provided for the ERG "HSE Health, Safety and Environment Specifications".

Kind regards

In witness thereof

Date ___ / ___ / _____

Stamp and signature

<Intentionally left blank>

EQUIPMENT, OPERATIONAL MACHINERY (*) OWNED BY THE CONTRACTOR

Contracting Firm _____

Works assigned _____

Place of work (area/building) _____

EQUIPMENT TYPE - MODEL	SERIAL NO.	EC CERTIFICATION	CHECKS CARRIED OUT DATE	PLATE WITH OWNER NAME YES NO

I declare that the work equipment in use:

1. _____ complies with the specific legislative provisions for transposing EU product directives, suitable for health and safety, and adequate for the work to be performed.
2. _____ has been the subject of suitable maintenance, and is accompanied, where necessary, by specific operating instructions and maintenance booklet, and has been submitted to measures to update the minimum safety requirements.
3. _____ will be used by trained and instructed personnel according to the regulations in force.

In witness thereof

Date _____

Signature of the Contractor's Representative

<Intentionally left blank>

**STATEMENT OF CONTRACTING PARTY
(ON LETTERHEAD PAPER - COMPANY)**

FAO

.....
.....
.....
.....

The undersigned _____ born in _____ on _____

residing in _____ Province _____

Via _____ no _____,

employer / owner of the Company _____ for the works/activities of
_____ order or contract no. _____ hereby
declares assuming full responsibility that, within the Site established at the premises and in
accordance with the provisions of CDM 2015 and local applicable safety legislation for temporary or
mobile construction sites:

- will perform and carry out works with respect to any subcontractors/self-employed individuals, implementing the provisions of the Construction Phase Plan, by following the general protection measures and the obligations of the Employers provided workers;

- the name of the Construction Site Manager in charge;

- before the commencement of the works, the undersigned will deliver a copy of the Construction Phase Plan to its own subcontractors/self-employed individuals, ensuring their coordination;

- will deliver a copy of the Construction Phase Plan to the workers representatives (where applicable) before commencing the works, in order to allow observations and proposals;

- all personnel employed and any subcontractors/self-employed individuals present at the Site will be duly informed and trained on the security measures contained in the Construction Phase Plan .

In witness thereof

The undersigned, legal representative, or person appointed to represent the company

Place, Date

<Intentionally left blank>