



Supplementary Conditions of Contract for work on

Sembcorp Utilities (UK) Limited Sites

SC1.4

May 2017

Issued on behalf of:
Sembcorp Utilities (UK) Limited
Sembcorp UK Headquarters
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Wilton International
Middlesbrough
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[REDACTED]

SC1.4 (vSC1.4.0) April 2017 - Temporary Issue KH & CR Multiple changes (compare SC1.4 (Final) May 2017 JKB Finalized version of Temporary Issue	with SC1.3 for details – e.g. additional policies and new safety form) This temporary issue vSC1.4.0 is an (vSC1.4.0)	advanced issue. It has been issued and used for expedience, pending final editing, correction of typos etc. Future contracts <u>or orders may</u> <u>incorporate or refer to SC1.4 (Final).</u>
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1 INTRODUCTION

These supplementary conditions for work on Sembcorp Utilities (UK) Limited Sites (hereinafter referred to as Supplementary Conditions) specifically relate to work carried out on (including the delivery or collection of goods from and/or the provision of services at) the premises of, or at locations owned or controlled by Sembcorp Utilities (UK) Limited (hereafter referred to as Sembcorp, but which may also be referred to as the Buyer, Hirer and/or the Employer).

In these Supplementary Conditions the terms "Buyer", "Seller", "Hirer", "Owner", "Employer", "Contractor", "Engineer", "Contract", "Site" "Engineering Services" and "Works" shall have the same meaning as assigned to them in the General Conditions of Contract to which these Conditions are referred to from time to time as supplementary. Where such terms are not defined in the said General Conditions of Contract they shall have the meanings as assigned to them in the enquiry documentation. The term "Sembcorp Site" shall mean the premises of Sembcorp or the location owned or controlled by Sembcorp, within which the Site is situated and shall include the Site of the Works.

In most circumstances, Sembcorp shall nominate an Engineer to be responsible for the work undertaken on its behalf, but in the absence of such person being appointed or expressly advised to the Contractor, the Contractor shall respond to the relevant person within Sembcorp's purchasing department who is responsible for the Contract (who may act as the Engineer) (and regardless of the definition attributed to this person in the General Conditions).

These Supplementary Conditions describe general working arrangements and rules that the Contractor and its officers, employees, and agents are required to comply with whilst in attendance at and/or performing Works at the Sembcorp Site. In addition to these Supplementary Conditions, any Sembcorp "works rules" for the Sembcorp Site which exist and which have been clearly communicated to the Contractor or its personnel, will also apply to the Contractor (including its relevant personnel). The Contractor is responsible for ensuring that its personnel comply with any such "works rules".

Where relevant, the Contractor shall ascertain during the pre-tender stage the effect upon its proposals of these Supplementary Conditions and make due allowance within its tender. The provision of detailed information with respect to the Sembcorp Site will normally be provided by the Engineer at a pre-tender meeting or during a visit to the Sembcorp Site by the Contractor. In the absence of such a meeting or visit it is the responsibility of the Contractor to seek the information necessary to establish that it can comply with the requirements of these Supplementary Conditions.

These Supplementary Conditions apply in addition to the General Conditions of Contract and in no way relieve the Contractor of any liability imposed by the General Conditions of Contract or of any legal obligations or of its duty to comply with the requirements of local authorities and/or the provisions of current regulations.

2 GENERAL WORKING ARRANGEMENTS FOR SEMBCORP SITES 2.1 Hours

of Work

The Contractor shall ascertain from the Engineer what hours of work shall be applicable to the Works or whether the Contractor shall be free to determine its own hours of work.

In circumstances where the Engineer shall not prescribe the hours of work but these shall be agreed with him, the Contractor's personnel shall thereafter conform to the hours of work agreed.

2.2 Passes and CCTV

The Contractor shall ascertain from the Engineer what security arrangements are applicable and what passes are required for entry of employees and vehicles to the Sembcorp Site.

The Contractor shall at all times keep the Engineer informed of the names of all its employees working on the Site. The Contractor shall further keep the Engineer of any vehicles which it wishes to use on the Site and use its reasonable endeavours to procure that its personnel provide accurate and up to date details of any vehicles which they are using on the Sembcorp Site.

The Contractor's employees shall conform to the working arrangements for security and the use of passes applicable to the Sembcorp Site.

The Contractor acknowledges that Sembcorp and/or Sembcorp's contracted provider of site management and/or security services may use CCTV and other methods of recording and/or tracking activities and/or movements at the Sembcorp Site. Further details on such surveillance are available upon request from the Engineer. The Contractor shall ensure its personnel attending the Sembcorp Site are directly advised of such surveillance (in addition to any signage or other communication of such surveillance by Sembcorp and/or its contracted provider).

2.3 Entrance to Sembcorp Site and Rights of Search

Contractor's employees shall enter or leave the Sembcorp Site only through an authorised gate (or authorised route for access, where no gate exists).

When required by a person authorised by Sembcorp, the Contractor's employees shall produce their Sembcorp Site pass.

The Sembcorp Site security personnel shall have authority to search any person, vehicle, locker, bag, basket, parcel or other container on the Sembcorp Site or being taken to or from it and the Contractor shall procure that its personnel comply with any such request (and adopt and maintain a suitably courteous attitude during any such search).

Verbal or physical abuse of security personnel will not be tolerated and the perpetrator may be denied further access to the Sembcorp Site.

2.4 Employer's Buildings and Property

The Contractor's employees shall not interfere with any property of the Employer or the property of any Employer's contractor, or enter any building on the Sembcorp Site without the permission of the Engineer.

2.5 Printed or Written Matter

No notice, advertisement, window bill or other matter, printed or written other than those displayed in the Contractor's own buildings may be posted, placed or distributed in the Sembcorp Site without the permission of the Engineer.

2.6 Photographs and Other Visual Recordings

Cameras or other image capturing or recording devices shall not be taken into the Sembcorp Site nor any photographs taken of any property of Sembcorp or part thereof, without the Engineer's prior consent in writing (except to the extent photographs or other visual recordings or representations of the Sembcorp Site or the Works are a necessary part of such Works and then care shall be taken not to capture such photographs or other visual recordings or

representations (whether in the background or otherwise), third party plant or any security features.

2.7 Fencelines

Fencelines are frequently used to separate or enclose areas where different rules and safety procedures apply. The Contractor shall not break or cross any fenceline without permission of the Engineer and then only upon conditions laid down by the Engineer.

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2.8 Radio Equipment

Radio equipment shall not be operated on the Sembcorp Site without the written permission of the Engineer.

2.10 Explosives

The Contractor shall not bring explosives on to the Sembcorp Site without the written permission of the Engineer.

2.11 Firearms

Firearms (including shotguns and air-powered weapons) shall not be brought on to the Sembcorp Site.

2.12 Contractor Monthly Safety Returns

The Contractor shall complete and submit the Contractor Monthly Safety Returns to the nominated Sembcorp Safety Representative or by email to UKSafety@sembcorp.com by 5th of each month. The Contractor Monthly Safety Returns Form is attached as Appendix 1.

This requirement only applies to Contractors who execute 100 or more man-hours per week on the Sembcorp Site.

2.13 Safety Meetings

If required by Sembcorp, the Contractor shall procure that a member of its senior management team or suitable HSE Manager / professional (at Sembcorp's election (acting reasonably)) visits Sembcorp at a time and date agreed to discuss inter alia safety and/or performance concerns (but such meeting shall not take place more than twice per calendar year during the term of the Contract, save in the event of material concerns regarding the Supplier's safe and proper performance of the Works or provision of goods and/or services related thereto in which case such meetings shall take place so frequently as Sembcorp may reasonably request).

Sembcorp Safety Department can be contacted by emailing UKSafety@sembcorp.com.

2.14 Making Electrical Connections

The following are the minimal technical and installation standards for making connections to Sembcorp's power distribution system:

- (a) the loads or generation shall be designed and operated in accordance with UK national standards. Generators shall comply with the National Grid code requirements for a large (i.e. over 100MW) power station;
- (b) the short circuit ratings of the plant equipment shall be calculated and equipment chosen appropriately, the plant shall not subject Sembcorp's equipment to a short circuit level higher than the design value;
- (c) the power flow on the plant shall be calculated or simulated so that voltages stay in tolerance

and the Sembcorp system is not subject to voltage drops in excess of 6% on average and 10% exceptionally, say for starting a large motor;

- (d) the reacceleration of the plant for process plant in excess of 1MW shall be studied and/ or simulated so that the effects of voltage depression is understood and agreed and proportional to the short circuit capacity post fault;
- (e) plant equipment, cables, generating plant etc. shall be CE marked;
- (f) loads and or generation MW, MVAR and voltage shall not exceed those specified in the Contract;

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- (g) harmonics, disturbing loads, voltage flicker EMC etc. shall be in accordance with national standards. For variable speed drives in excess of 1MW, the Contractor shall supply on request a harmonic study.
- (h) for HV power >1000V AC, plant shall design and operate suitable earthing electrode systems for earthing their lower voltage systems.
- (i) the operation and maintenance of the plant must be such that it remains safe to accept power (or deliver power to Sembcorp). Before making alive Sembcorp will require: Evidence of completion, evidence of test and commissioning results, including earthing, and evidence of safe systems of operation and work including permit systems.

With regards to installation:

- (j) the Sembcorp Site has many hazards including high hazard gas lines, hydrocarbons, high voltages and toxic and hazardous chemicals. There are many customer interests, there are no green field areas and the site is very complex with many services and roads including buried and overhead services;
- (k) all electrical installation or removal works shall be subject to detailed design, planning, coordination, risk assessment, and work control and via Sembcorp Completion of Modifications processes;
- (l) access to Sembcorp pipe trenches, service ways and switchhouse requires plant and specific inductions and validations;
- (m) no one unless inducted, competent, validated and certified in writing to Sembcorp's safe electrical working systems and in possession of a work control permit shall make intrusive access to any Sembcorp equipment or cable;
- (n) suitably competent cable installers, etc. following induction and Work control acceptors training and validation, and following submission of written method statements, and risk assessments will be granted access to Sembcorp's service trenches and switchhouse to install new equipment, but not to connect to Sembcorp unless they meet the above requirements for intrusive access .
- (o) excavations below 300mm and HV work above 1000V is subject to specific controls, review, and approval.
- (p) structures such as walls, floors, supports shall not be cut drilled or modified unless the design is approved by Sembcorp
- (q) live work is kept to a minimum and any live work at testing or commissioning must follow Sembcorp's procedures, requirements, and instructions;
- (r) test equipment must be appropriate in accordance with good industry practice and mustimeters must have safety fused test leads.
- (s) The Contractor shall use proper egress and access, installations shall have planned temporary access in the form of scaffolding that Sembcorp will arrange on request. Installation from ladders is not permitted on site. Installation using mobile platforms is subject to review.

3 EMPLOYMENT MATTERS

3.1 Employment of Other's Employees

The Contractor shall not:

- (a) employ any person on or in connection with the Works who at the time is an employee of Sembcorp; or
- (b) except with the consent of the Engineer, offer employment to any employee of Sembcorp or to any employee of another contractor working for Sembcorp on the Sembcorp Site;

in either case unless in response to an application from such person following a bona fide advertisement of a job vacancy.

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3.2 Trade Union Matters

Shop Stewards or Safety Representatives representing the Contractor's personnel may act on behalf of those personnel only, and shall not visit personnel or representatives employed by another contractor or by Sembcorp, without prior permission of the Engineer.

Prior permission shall be obtained from the Engineer for visits of trade union officials to the Contractor's employees on the Sembcorp Site.

Contractor's employees shall not hold meetings associated with workers' rights, trade union type matters or similar, on the Sembcorp Site without the prior permission of the Contractor and the Engineer.

4 ADMINISTRATION

4.1 Mail & Wages

In the event that, in connection with the Works, the Contractor wishes to receive or dispatch information by post, the Contractor shall confirm with the Engineer whether the Sembcorp Site (or facility at which the Sembcorp Site is located) operates a mail system.

It may be possible that incoming mail can be sent addressed to the Contractor care of the relevant Sembcorp Site office; but not all Sites have or operate an internal postal system.

Any money or wages handled on the Sembcorp Site by the Contractor shall be at the Contractor's sole risk.

4.2 Materials Delivery

The Contractor shall ascertain from the Engineer, the arrangements for the delivery of

materials. 4.3 Security of the Works, Plant, Materials and Equipment

Unless otherwise agreed in writing, no action by Sembcorp with respect to security alleviates the Contractor in any way from its responsibilities for security and protection of the Works and that of materials, plant and equipment supplied either by the Contractor or free-issued by Sembcorp for use in connection with the Works.

5 REQUIREMENTS FOR SPECIFIC ACTIVITIES AND PLANT

5.1 The following Sembcorp specifications or procedures shall apply if appropriate and be complied with by the Contractor:

Standard Contractor Labour Return;

Standards Required of Contractors' Health and Welfare Facilities Installed on Sembcorp Sites;

Standards of Contractors' Temporary Electrical Installations and Use Required on Sembcorp Sites;

Standard for the Movement of Contractors' Mobile Cranes, Heavy Vehicles and Abnormal Loads to Sembcorp Sites; and

Accident Reporting Required from Contractors on Sembcorp Sites.

Copies and/or other relevant information is available from the Engineer on request

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6 SAFETY, HEALTH & ENVIRONMENTAL REQUIREMENTS

6.1 Safety Management System

In addition to the safety requirements described in the General Conditions of Contract, special attention is drawn to the need for the Contractor to have a clearly defined safety management system (meeting the requirements of HSE's guide "managing for health and safety" (HSG65)) and active control of these systems.

It is a key requirement that the Contractor and its officers, employees and agents perform all Works, conduct themselves on the Sembcorp Site and at Wilton International, and do all other acts matters and things relating to or arising out of the Contract in a safe and proper manner (taking into account both their own safety and that of others at all times).

6.2 Policy

If the Contractor has more than 5 employees it shall submit its current safety policy for review to the Engineer.

6.3 Inappropriate behaviour

Whilst on the Sembcorp Site, Contractor's employees shall behave in a responsible manner and not engage in actions that could endanger themselves or others.

The Contractor's employees shall not, without the express permission of the Engineer, conduct any form of business or work on the Sembcorp Site other than that associated with contracted work for Sembcorp.

The Contractor's employees shall not initiate or participate in collections, other than those within the Contractor's employee group.

Contractor's employees shall not bring intoxicating liquor or drugs onto the Sembcorp Site, or accept them from any person upon the Sembcorp Site.

Employees will not behave aggressively or violently.

Employees will not make offensive sexist, racist, homophobic or other such remarks, nor engage in any discriminatory, harassing, or victimising conduct.

Contractor's employees shall not make or take bets, or engage in any other form of gambling while on the Sembcorp Site (though minor or exempted activities within the Contractor's employee group, such as low value sweepstakes or organized in aid of charity, are excepted).

6.4 Drugs & alcohol

Under the Health and Safety at Work Act 1974 anyone under the influence of drink at work who thereby endangers the health and safety of himself or others is liable to prosecution.

All Contractor's employees on the Sembcorp Site shall be fit for work. If a Contractor's employee is considered to be unfit for work by Sembcorp, the Engineer may request and the Contractor shall remove the said employee from the Sembcorp Site and no liability shall attach to Sembcorp.

In addition to the provisions of Clause 6.1 and 6.3, Sembcorp requires the Contractor to have in place and operate an appropriate substance abuse policy covering all its personnel which are at or may attend the Sembcorp Site. As a minimum such substance abuse policy should include pre-employment and 'for cause' drug and alcohol testing; though in relation to certain Works or

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Sembcorp projects, Sembcorp may expressly request this incorporates a level of 'random' testing in addition.

At the request of Sembcorp, the Contractor shall perform a 'for cause' substance abuse test (or procure its relevant employee submits to such a 'for cause' test performed by or for Sembcorp) and the Contractor shall share the result as soon as practicable with Sembcorp (where relevant).

The Contractor shall submit a copy of its current substance abuse policy to the Engineer upon request.

6.5 Induction

The Contractor shall ascertain what induction training is applicable to the Works by reference to the Engineer and shall procure that all its personnel working on or who have a reason to attend the Sembcorp Site undertake such necessary induction training.

The Contractor shall note that such induction training may be unique to the Sembcorp Site and/or may be specific to one area of the Sembcorp Site. As a norm, a minimum of 2 inductions are required to work on a plant/area, a site induction and a local plant/area induction.

6.6 Visitors

Contractors shall not bring visitors (unconnected with the Works) on to the Sembcorp Site without prior permission from the Engineer. The Contractor shall be responsible for hosting and for the safety and the conduct of any visitors which it brings on to the Sembcorp Site.

6.7 Smoking and Fire Hazard Area

Many of the materials used or manufactured on the sites are highly flammable, and there is always a danger of fire.

Smoking is therefore prohibited in all but expressly designated smoke shelters or areas expressly assessed and authorized as suitable for smoking, which may be located at or in proximity to the Sembcorp Site. It is noted that 'vaping' and/or the use of so called 'e-cigarettes' is considered and treated as if smoking at most Sembcorp Sites.

Upon request, the Engineer will inform the Contractor of the locations of any designated smoke shelters or smoking areas on or near to the Sembcorp Site.

It is also prohibited to carry matches or lighters or other sources of ignition into those areas of the site marked as de-matching areas. Sembcorp reserves the right to conduct random searches to enforce this rule.

The Contractor shall place suitable 'no smoking' signs in any buildings occupied by it in connection with the Works and in any vehicles used by it at the Sembcorp Site and in addition the Contractor shall ensure any new personnel which it engages at Sembcorp Site in connection with the Works are advised of Sembcorp's (non-) smoking policy and the serious way Sembcorp treats any breach of its (non-) smoking policy.

Contractor's employees engaged by or representing Sembcorp will not smoke whilst in the premises of customers or potential customers of Sembcorp.

Smoking in vehicles within the boundary of the Site is also prohibited.

Smoking is not permitted at any time in vehicles belonging to or leased by Sembcorp, or its suppliers or contractors of any tier, nor in staff private vehicles whilst on the Sembcorp Site.

6.8 Emergency procedures

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The Contractor shall confirm with the Engineer and during any inductions what emergency procedures are applicable to the Contractor whilst on the Sembcorp Site.

The Contractor's employees shall conform to the emergency procedures defined by the Engineer (if any).

Without prejudice to the above, the Contractor shall make provision for first aid in accordance with current legislation. The Contractor shall further ensure and shall satisfy the Engineer that adequate precautions are taken against fire in its compound and work areas, including the provision of appropriate firefighting equipment (including for its required inspection and re certification).

6.9 Emergency procedures at Wilton International

In circumstances where the Sembcorp Site is within Wilton International, and save to the extent the contrary is confirmed in the Contract, by the Engineer, or during any inductions (but without prejudice to the Contractor's obligation to confirm to any defined emergency procedures):

6.9.1 In the event of any accident, medical incident, fire or other emergency occurring, the Contractor shall call Sembcorp's contracted protection (fire and emergency medical response) provider (currently Falck Fire Services UK) on 01642 212222 (in case of emergency) or on 01642 212273 (in other circumstances).

Fire, rescue and/or emergency medical response support may be available in addition (but by way of back up) to the Contractor's own arrangements.

The Contractor is encouraged to use the support of Sembcorp's contracted protection response provider; however the Contractor shall (in respect of its own personnel or activities) be responsible for any costs which may be incurred thereby. Such costs are only usually for consumables used in the response or for medical or rescue facilities which cannot be returned to service (for reasons of safety, hygiene or such like).

Without prejudice to the immediately foregoing, in the event that such charges are paid or levied against Sembcorp (and these are reasonably attributable to the Contractor's activities at

the Sembcorp Site), then Sembcorp reserves the right to set off same from any amounts due to the Contractor or to recover same as a debt.

6.10 Incidents

The Contractor shall inform the Engineer of any injury, accident or dangerous occurrence on the Sembcorp Site involving its officers, employees, agents, or invitees and shall cooperate with Sembcorp in any enquiry or other action taken to prevent a recurrence of the event.

The Contractor shall comply with current (generally accepted) standards, HSE guidance (as applicable) and regulations for the reporting of accidents and dangerous occurrences.

6.11 Competence

The Contractor will ensure that its employees are suitably competent in the work methods, equipment and tools they are to use in completion of the work they are to do. As a minimum requirement all of the Contractor's employees and Contractor's sub-contractors' or agents' (if any) employees expected to undertake Works at the Sembcorp Site shall be CCNG Safety Passport Trained unless agreed otherwise by Sembcorp in writing.

6.12 Work standards

Electrical installations and equipment used by the Contractor shall be in accordance with the requirements of the Sembcorp Site. The Contractor shall ascertain from the Engineer what standards are applicable and shall comply with the same.

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6.13 Work equipment

All work equipment brought on to site by the Contractor must be suitable for the purpose used, be fit for that purpose and the persons using it must be demonstrably competent in its use.

NB the use of metal handled 'Stanley' type knives is forbidden on Sembcorp Sites.

6.14 Segregation of work areas

When barriers are required to protect personnel, property or thoroughfares, the Contractor when providing such barriers, shall ensure that they are adequate for the purpose, are suitable secured, shall provide lighting and policing if necessary, and shall maintain such barriers and lighting in good order. Barriers should bear a notice stating their purpose. Signage should be placed so as to give sufficient warning of a potential hazard ahead of the individual encountering such hazard.

6.15 Welfare

Unless specifically agreed to the contrary or where recorded to the contrary in the Contract, the Contractor shall be responsible for the provision of its own welfare facilities, which it is to keep clean and tidy to the satisfaction of the Engineer.

These facilities shall conform to current statutory regulations and to any reasonable Sembcorp standards and/or requirements of the Engineer.

6.16 Temporary buildings

The Contractor shall not erect any huts, offices or temporary buildings upon the Sembcorp Site without first obtaining permission from the Engineer

All Contractors' temporary buildings shall comply in all respects to the particular requirements

for the Sembcorp Site.

The Contractor should be aware that due to the hazardous nature of the Sembcorp Site or adjoining plant or land, precautions (such as to siting and/or periods of use) may be reasonably specified by Sembcorp and/or the Engineer may exceed those generally applicable to temporary buildings sited elsewhere.

6.17 Signs

The Contractor shall ensure that its employees are familiar with and comply with Sembcorp's house style safety notices.

6.18 Personal Protective Equipment (PPE)

Safety helmets, suitable overalls (or similar), light eye protection and suitable safety footwear (conforming to the appropriate current British Standard Specification) shall be worn as a minimum by all personnel employed by the Contractor while on the Sembcorp Site. Additionally, a high-visibility jacket, vest or equivalent of such similar standard must be worn in the fuel yard and in the vicinity of rail tracks at Wilton International.

Many areas of the Sembcorp Site and specific tasks require the use of additional protective measures. The Contractor shall ascertain from the Engineer the levels of protection applicable and shall conform to the requirements defined by the Engineer.

The Contractor shall provide its employees with and train them in the use of the appropriate protective clothing and/or other safety equipment necessary to complete the Works. The Contractor shall further make arrangements to maintain safety equipment in good condition, and to guard against its misuse.

All protective clothing and safety equipment shall conform at all times to the current regulations and to generally recognized standards.

The Contractor may be provided with protective clothing by Sembcorp specific to a specialist activity on the Sembcorp Site. The Contractor shall use such clothing in a manner as prescribed by the Engineer, care for it in a responsible manner and unless otherwise agreed, return it to Sembcorp upon completion of the Works in suitable condition (fair wear and tear excepted). Unless otherwise agreed in writing at the time of Contract, the cost of replacing any PPE supplied by Sembcorp and not returned or returned to Sembcorp in an unsuitable condition may be recharged to the Contractor.

6.19 Method Statements and Risk Assessment

The Contractor shall submit full method statements detailing, as appropriate, proposals for the sequencing of operations, any special methods of construction to be employed, deployment of means of access and scaffolding, arrangements for lifting and handling Materials/Plant/Equipment, and methods of containing and disposing of waste materials

Method Statements and Lifting Studies should be produced in advance allowing enough time for the Engineer to review these. Such documents will also be required to support the requests for Permits, which must be made at least 24 hours in advance (unless such other period is stated in the Contract). This shall include (but not be limited to) the submission for Sembcorp's consideration of calculations confirming the appropriateness of the proposed Works and/or any temporary works.

The Contractor shall utilise their own Risk Assessment system.

6.20 Work Control Permit

After receiving general written permission to proceed with the Works, no activity may be undertaken without first ascertaining from the Engineer if a work control permit is required.

The Contractor shall ascertain from the Engineer what procedures apply with regard to work control permits and shall conform to the specified procedures at all times.

In addition to a work control permit, other separate permits may be required to cover activities such as breaking ground, access to roofs, burning, welding, entry to confined spaces etc. The Contractor shall not undertake such activities without ensuring that they are either included in a permit to work or separately authorised.

6.21 Control of ignition sources

In addition to any requirements provided for above (concerning the provision of adequate emergency procedures and firefighting equipment), before commencing any burning, welding or work involving extreme heat or naked flames, the Contractor shall ascertain whether or not any restrictions on hot working apply and whether or not any permits are required from the Engineer. When carrying out such work the Contractor shall comply with any such restrictions or permits.

Approved flashback arrestors to the appropriate British Standard Specification shall be fitted to all gas welding and burning apparatus.

Appropriate fire extinguishers shall be provided, by the Contractor, at each welding location. Approved fire blankets shall be used wherever there is a risk of weld "splatter" etc. that could cause a fire.

In order to minimise stray currents, weld return leads shall be connected as close as possible to the weld point (within 2 metres).

Hot work may require the use of gas detection equipment. In such circumstances, Sembcorp will (acting reasonably) specify type and gas detection requirements. The Contract may

expressly provide that the supply of such devices to be the responsibility of Sembcorp; however in the absence of such express provision the supply of such gas detection equipment (when required) shall be the responsibility and cost of the Contractor.

No fires shall be lit on the Sembcorp Site without permission of the Engineer.

6.22 Confined space

No vessel, tank, manhole, drain, pit or other confined space, including certain designated roof areas, shall be entered by a Contractor's employee without the consent of the Engineer, who will define the conditions of entry.

Particularly when rescue involves operating in a confined space, rescue should not be attempted by untrained personnel. The Contractor shall ensure that its employees understand this requirement, know how to raise the rescue services and direct them to the scene.

6.23 Excavation

No excavation or driving of post or piles shall be started without the written permission of the Engineer who will inform the Contractor of the position of any known buried apparatus (e.g. pipes or cables). The Contractor shall obey any special precautions such as hand digging or vacuum extraction which the Engineer may require.

6.24 Roof work

Except to the extent roof work is a fundamental requirement of the Works and then in accordance with the conditions and requirements of the Contract and with the Contractor being responsible for ensuring the safety of its personnel undertaking such Works, the Contractor shall not have right of access to any existing roof without the consent of the Engineer and then only under the conditions laid down by the Engineer

6.25 Work Adjacent to Sembcorp's Property

When a Contractor is required to work close to any Sembcorp property such as equipment, a pipeline or a cable, the Contractor should ascertain by reference to the Engineer, what precautions need to be taken to protect its work and Sembcorp's property from interaction.

6.26 Vehicles

The Contractor shall ascertain from the Engineer which types of road vehicles, if any, including the means of propulsion of such vehicles are allowed on the Sembcorp Site and any restrictions on access and local rules applicable to their use.

Whilst on the Sembcorp Site, vehicles shall:

- Be parked and secured in areas designated for parking
- Not be left unattended on roads
- Be sound, examined and well maintained
- Be certified where necessary by an appropriate authority.

Whilst on the Sembcorp Site drivers of vehicles shall:

- Observe the Highway Code
- Observe site traffic regulations and speed limits
- Be competent in the use of the vehicle of which they are in control
- Hold a current valid license covering the vehicle of which they are in control
- Observe instructions with regard to rail movements (if any) which may also be taking place at the Site; and
- Adhere to any routes specified by the Engineer.

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Service and examination records of vehicles operated by the Contractor on the Sembcorp Site shall be made available to the Engineer upon request.

The Contractor shall ensure that vehicles operated by it are free of excess dirt on the wheels or tracks and that the loads are secure. The Contractor shall clean any roads fouled due to its operations at its own expense.

The Contractor shall not obstruct roads or areas required for access upon the Sembcorp Site without the written authority of the Engineer.

Particular rules will apply to the movement of heavy vehicles, cranes or abnormal loads on the Sembcorp Site and arrangements for such movements should be agreed by the Contractor with the Engineer (or Sembcorp's department known as BRLM) at the earliest opportunity.

6.27 Pedestrians

The Contractor will ensure clearly defined pedestrian routes are used in areas they control and shall procure its personnel use defined pedestrian routes (if any) when moving around the Sembcorp Site.

6.28 Access

The Contractor shall ensure that safe access and egress exists for all work.

6.29 Environmental

The Contractor shall submit full details to Sembcorp as to how it proposes to minimize impact to the environment in connection with its performance of the Works or provision of related goods or services and shall propose method for the containing and disposing of waste materials (if the Contractor is required to provide its own route of waste disposal in relation to the Works). The Contractor shall be responsible for the safe collection, containment and disposal of all refuse and waste from its work areas, offices, huts and workshops at its own cost and shall maintain a high standard of tidiness and cleanliness at all times.

All waste and rubbish shall be removed to an appropriate recycling or tipping area; the burning of such waste and rubbish shall not be permitted.

Having regard to Sembcorp's environmental standards (further mentioned below), recycling of waste is encouraged wherever reasonably practicable by Sembcorp.

Recycling and the tipping of hazardous wastes (including asbestos) shall be carried out in accordance with all relevant statutory and local authority regulations and procedures. These procedures shall be subject to prior agreement from the Engineer.

6.30 Noise

The Contractor shall carry out the Works in a manner which will keep noise levels to a practicable minimum. When high noise levels are thought by the Contractor to be unavoidable, the Engineer shall be informed prior to the start of work by the Contractor.

6.31 Infectious or Contagious Disease

The Contractor shall inform the Engineer who will, in turn, inform Sembcorp's HSE Manager of any Contractor's employee on the Sembcorp Site or who has been on the Sembcorp Site who is suffering from, or has been in contact with any infectious or contagious disease; such an employee may only return to work with the approval of the Contractor and Sembcorp's HSE Manager.

6.32 Personal Electrical Appliances

Contractor's employees shall not take personal electrical appliances such as torches, transistor radios etc. into the Sembcorp Site without the permission of the Engineer (except as these are of a type or class generally excepted by Sembcorp and the relevant Sembcorp Site is not classified as particularly hazardous – for example not a de match or ATEX equipment for use in a DSEAR zone).

6.33 Work at height

No personnel shall be exposed to the risk of significant injury due to falling during the execution of the work. Materials or waste shall not be dropped or thrown from heights.

6.34 Scaffold

There may from time to time be restrictions as to the use of aluminium alloy scaffolding and ladders. The Contractor should ascertain from the Engineer whether or not any such restrictions are applicable to its work.

Statutory records of scaffolding inspections shall be held on the Sembcorp Site and made available to the Engineer upon request for his or her review.

6.35 Auditing

The Contractor shall cooperate with the Engineer during safety inspections involving Sembcorp and may be required to participate in a Safety Audit Program while on site.

6.36 Control of Substances Hazardous to Health

No dangerous or hazardous chemical or material shall be brought onto the Sembcorp Site without the agreement of the Engineer (except to the extent this is necessary requirement of the Works, the Contractor has taken suitable precautions for the safe transport, storage and use of such chemical or material and further the Contractor complies with any additional requirements set out in the Contract).

The Contractor shall ensure that all safety precautions are identified and complied with in accordance with current regulations and Sembcorp's requirements, when handling and storing chemicals and materials on the Sembcorp Site.

6.37 Construction (Design and Management) Regulations

The Contractor will advise if the Works is notifiable under CDM Regulations, unless the Contract or the Engineer has already advised this to be the case.

The construction phase health and safety plan will specify any additional requirements (for managing those Works safely, in addition to the safety requirements contained in the Contract including these Supplementary Conditions) and the Contractor shall then adhere to those additional requirements.

It is the responsibility of the Principal Contractor to ensure the information contained in the construction phase health and safety plan is passed to everyone expected to work under its control.

6.38 Radiation

No radioactive substance or X-ray equipment shall be brought on to the Sembcorp Site until written permission and instructions regarding the use of such materials has been obtained from Sembcorp via the Engineer.

The Contractor shall have specific procedures for handling ionising radiations, which will include the names of its radiation protection supervisors and radiation protection advisor.

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6.39 Cartridge operated tools

The Contractor shall not bring on to the Sembcorp Site any cartridge operated tools or cartridges without first obtaining the written consent of the Engineer.

6.40 Lifting operations and equipment

No lifting shall be carried out using existing structures not designated by Sembcorp as suitable for the purpose, nor by using any pipework or plant not designated for that purpose.

The Contractor shall ensure that all lifting equipment for which the Contractor is responsible complies with all relevant British Standards Specifications and are correctly used and maintained.

6.41 Fibre Ropes

No fibre ropes shall be used if so directed by the Engineer.

6.42 Overhead cranes

Where a Contractor is required to work on or near overhead cranes or their tracks, the Contractor shall not start that work until it has received the written permission of the Engineer.

6.43 Cranes

The Contractor's attention is particularly drawn to BS 7121 "Code of practice for safe use of cranes". To the extent that the Contractor shall use any cranes in connection with the Works, the Contractor shall in addition to any other legislative requirements and the requirements of these Supplementary Conditions, comply with the requirements of that specified code (or any subsequent replacement of it).

6.44 Demolition

Before starting any demolition work, the Contractor shall inform the Engineer of the identity of its competent person.

6.45 Blasting

If the Sembcorp Site is covered by the Mines & Quarries Act, the Contractor shall ensure that its personnel are familiar with the local arrangements on blasting times, sheltering and signaling and that they comply with them. No additional charge (beyond that allowed for in the Contract, if any), will be made to Sembcorp for time spent by the Contractor's personnel complying with such arrangements.

6.46 Bottled gasses

Gas cylinders in use should normally be kept in a purpose built trolley. If cylinders are to be lifted by crane they shall be secured to cradles or trolleys/carts designed and tested as lifting appliances.

Gas cylinders not in use shall be stored in purpose built cages, shaded from the sun and sited away from buildings in a position approved by the Engineer.

7 ANTI-CORRUPTION POLICY

7.1 Policy Statement

Sembcorp has in place an anti-corruption policy (the latest version of which is available upon request from the Contractor's contact within Sembcorp's purchasing team). The Contractor

shall in relation to its provision of the Works and the attendance of its personnel at the Sembcorp Site, observe the requirements of that anti-corruption policy.

Specifically, no Contractor (or Contractor personnel) must be involved in any form of bribery or corruption. Contractors must not either pay or receive any bribe whether paid or received directly or indirectly. It is currently a criminal offence in England to offer a bribe, whether it is accepted or not.

Contractors must act honestly and with integrity at all times and notwithstanding anything else to the contrary in the Contract, it shall be considered an un-remediable material breach of the

Contractor's obligations under the Contract, giving rise to a Sembcorp right to immediately terminate the Contract without obligation to make any further payment to the Contractor, in circumstances in which Sembcorp (acting reasonably) believes the Contractor to have committed an act of bribery or corruption and/or to be in breach of Sembcorp's anti-corruption policy.

7.2 Recordkeeping

Contractors should put in place measures to demonstrate that it and its personnel engaged in connection with the Works are not claiming in excess of amounts that are contractually due to them by Sembcorp, for example time sheets, clock cards etc. Upon request, Sembcorp shall (or a third party auditor appointed upon Sembcorp's behalf) shall have a rights to review such Contractor documentation and measures and the Contractor shall afford any third party auditor appointed upon Sembcorp's behalf, reasonable co-operation with any such review.

7.3 Responsibilities and Review

Contractors should report any suspicion of corruption to the Sembcorp Head of Legal / Anti Corruption Officer.

This is currently:

Stephen Hands
UK Head of Legal and Anti-Corruption Officer
Tel No: 01642 212009
Email: stephen.hands@sembcorp.com

8 FRAUD POLICY

8.1 Policy Statement

Sembcorp has in place fraud policy (the latest version of which is available upon request from the Contractor's contact within Sembcorp's purchasing team). The Contractor shall in relation to its provision of the Works and the attendance of its personnel at the Sembcorp Site, observe the requirements of that fraud policy.

Specifically, contractors should not engage in any fraudulent, dishonest or illegal activity under any circumstances. Allegations of suspected or detected fraud will be investigated in accordance with that fraud policy and in such circumstances, the Contractor agrees to reasonably co-operate and to grant reasonably sufficient access to such personnel who are carrying out the investigation, to enable them to undertake their duties.

8.2 Responsibilities and Reporting

Contractors are expected to make themselves aware of the types of improprieties that might occur within their work area and be alert to any irregularities. Any suspicions should be reported in the first instance to the Contractor's contact within Sembcorp's purchasing team, but if the circumstances make this inappropriate then it can be reported to Sembcorp's Head of Legal / Anti-Corruption Officer.(contact details as above) or to Sembcorp's Head of Group Internal Audit.

9 GIFTS AND ENTERTAINMENT POLICY

9.1 Policy Statement

Sembcorp has in place a gifts and entertainment policy (the latest version of which is available upon request from the Contractor's contact within Sembcorp's purchasing team).

9.2 Responsibilities

The Contractor should review Sembcorp's gifts and entertainment policy and should not act in a manner inconsistent with it (in relation to any gifts or entertainment offered to Sembcorp personnel). Specifically, the Contractor shall not offer any gift or entertainment to Sembcorp personnel which might be considered excessive or inappropriate under this policy, nor induce any Sembcorp employee to breach this policy.

10 ANTI-SLAVERY AND HUMAN TRAFFICKING POLICY

10.1 Policy Statement

Sembcorp is committed to a work environment that is free from human trafficking, forced labour and unlawful child labour. It also strongly believes that it has a responsibility for promoting ethical and lawful employment practices.

Accordingly, Sembcorp has in place an anti-slavery and human trafficking policy, with which all its suppliers (including the Contractor) are required to adhere.

The latest version of this policy is available upon request from the Contractor's contact within Sembcorp's purchasing team or from Sembcorp's website at <http://www.sembcorp.co.uk/envsocgovhumanresources.aspx>.

10.2 Responsibilities

The Contractor shall in relation to its provision of any goods, services and/or works to Sembcorp strictly adhere to the requirements of that anti-slavery and human trafficking policy.

Upon request, Sembcorp shall (or a third party auditor appointed upon Sembcorp's behalf) shall have a right to review the Contractor's supply chain, documentation and employment records to demonstrate that it is adhering to the requirements of that anti-slavery and human trafficking policy and the Contractor shall afford any Sembcorp person or third party auditor appointed upon Sembcorp's behalf, reasonable co-operation with any such review.

Notwithstanding anything else to the contrary in the Contract, it shall be considered an unremediable material breach of the Contractor's obligations under the Contract, giving rise to a Sembcorp right to immediately terminate the Contract without obligation to make any further payment to the Contractor, in circumstances in which Sembcorp (acting reasonably) believes the Contractor to have committed an act or to have engaged or used (directly or via any sub contractor) personnel in breach of the requirements of Sembcorp's anti-slavery and human trafficking policy.

11 ENERGY POLICY

11.1 Policy Statement

The Employer operates to environmental and energy use standards and has an energy management procedure (currently to ISO 50001: 2011). As such, the Employer is committed to looking at ways of reducing energy consumption and wishes to procure energy efficient goods and services.

11.2 Responsibilities

The Employer consequently encourages the Contractor to implement a suitable energy management procedure or equivalent system, welcomes the Contractor providing suggestions arising from its provision of the Works which could assist the Employer reduce its energy use in an economically efficient manner and where required in connection with the Works (or when

providing goods or plant), requires the Contractor to use goods and/or plant which is energy efficient.

Upon request, the Contractor shall provide the Engineer with such quality, environmental and/or energy efficiency information as is available to it (or is reasonably known) on any goods and/or plant used and if relevant to the Contract (including goods provided pursuant to the Contract) and unless otherwise specified by Sembcorp (for example is specified plant or equipment is required), look to provide goods and/or plant which achieves a high degree of energy efficiency, yet is proven and represents an economically sound investment.

12 CODE OF CONDUCT

12.1 Policy Statement

Sembcorp has in place a code of business conduct (the latest version of which is available upon request from the Contractor's contact within Sembcorp's purchasing team). It is also accessible from www.sembcorp.com/en/sustainability-code-conduct.aspx.

12.2 General Responsibilities

The Contractor shall in relation to its provision of the Works and/or when its personnel are at the Sembcorp Site respect and where relevant comply with Sembcorp's code of business conduct.

12.3 Specific Responsibilities

Without prejudice to the generality of the Contractor's responsibility (above) in relation to Sembcorp's code of business conduct, the Contractor shall in relation to its dealings with Sembcorp and other contractors engaged by Sembcorp:

12.3.1 Insight

abide by Sembcorp's business principles and core values (the Contractor is expected to act in a way that is disciplined and accountable, creating a fair, inclusive and safe workplace).

12.2 Integrity

operate in compliance with all laws and regulations, as well as look to follow or adopt an approach equivalent that required by Sembcorp's own policies and management procedures; and

12.3 Integral

manage the impact of its business on the community and have health, safety and the environment as a priority.

CONTRACTOR MONTHLY SAFETY RETURNS

Company Name: MONTH: YEAR:

worked:

Monthly Man Hours

Hours total YTD

Injuries on	Work:	MTC	Restricted	Work	Day	Case
SEMBCORP	FA	Medical	Case		Away	Reportable to
	First Aid	Treatment	Case	DAFWC	From	HSE
	Treatment	RWC			Work	

Brief Details of Any Injuries:

Brief Details Of Any Incidents or Learning Events :

Name Of Sub Contractors Engaged By Your Company on SEMBCORP work this month:

Safety Audits Carried Out :

No. Of Internal Audits :

No. Of Senior Management
Audits :

Significant Audit Findings :

Communications

Topics Covered

No of Safety

Please return this form to UKSafety@sembcorp.com by the 5th day of the following month.

