



**AGUSTAWESTLAND LIMITED (AWL)**

**GENERAL CONDITIONS  
OF WORK ON SITE**

**November 2012**

## GENERAL CONDITIONS OF WORK ON SITE

### 1.0 Introduction

These conditions detail the minimum requirements that apply to work performed on the premises of AgustaWestland Limited (AWL) to ensure the provision of a safe, healthy and secure working environment for all employees, contractors and visitors.

The Contractor or Supplier and their personnel, shall comply with all relevant legislation, including the Health & Safety at Work Etc Act 1974, the Management of Health & Safety at Work Regulations 1999 and the Environmental Protection Act 1990 and any amendments to such legislation.

All Suppliers are to read and retain this document. In addition, those Suppliers who are required to perform work (as hereinafter defined) shall sign and return, to AWL, the tear off slip at the back of the document. Suppliers' personnel **will not** be permitted to perform work if this written confirmation has not been received by the AWL Health, Safety & Environment (HSE) Department.

All queries relating to the document shall be directed to the AWL HSE Department or to the Supplier's usual Company point of contact as may be identified in the purchase documents.

### 2.0 Definitions

In these General Conditions, these words shall have the following meanings:

<b>Company</b>	for the purpose of this document, shall mean AgustaWestland Limited.
<b>Supplier</b>	shall mean any person, firm or company who has agreed to comply with these General Conditions.
<b>Contractor</b>	shall mean the person; persons, firm or company named in the PURCHASE ORDER to supply GOODS hereinafter defined and shall include the CONTRACTOR's legal personal representatives, successors and assigns.
<b>Personnel</b>	shall mean all employees, agents and independent contractors of the Supplier and all other persons, firms and companies that enter the premises on behalf of the Supplier.
<b>Premises</b>	shall mean the premises occupied by the Company.
<b>Work</b>	shall mean activities performed at the Company's premises or AWL operated facilities by the Supplier and/or Supplier's personnel, including but not limited to, civil, plumbing, electrical, mechanical and data connection work, catering and helicopter maintenance.
<b>FOD</b>	shall mean Foreign Object Debris

### 3.0 Supplier Compliance (General)

The Supplier shall ensure that its personnel comply with and are bound by these General Conditions and shall provide the Company with contact telephone numbers (as stated on page 14) that will be responded to 24 hours a day, 365 days a year.

Minor amendments to this document shall be issued in the form of an Advanced Information Sheet (AIS) and shall be recorded on the AIS Record Sheet (Appendix A). The Supplier shall acknowledge receipt of any AIS and ensure their personnel comply with such new conditions.

The Supplier and personnel shall comply with:

- All national and applicable UK Ministry of Defence security regulations and all private security instructions of the Company.
- All HS&E, fire precaution regulations and instructions of the Company and all applicable statutory provisions, regulations and orders.
- All other instructions within which the Company operates and relates to the premises concerned.

Details of the above are available via the Company's website, [www.agustawestland.com](http://www.agustawestland.com) Site Map/ Contractor Control or upon written request.

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### 4.0 Security

#### 4.1 Security Department Clearance

The Supplier shall ensure that all personnel the Supplier intends to use on the Company premises have the appropriate clearance from the Company Security Department, prior to the commencement of any visit/work. This clearance must be obtained prior to the individual's arrival at the premises.

#### 4.2 General

The Supplier shall:

- Ensure that all these requirements are cascaded down to its personnel (employees and sub contractors).
- Be responsible for their sub contractors and employees on the Company premises.
- Provide the Company Security Department with the contact details of the individual that will act as the liaison between them and the Security Department on all security matters.
- Use the Bunford Lane Gate entrance as the normal point of entry onto the premises for their personnel and sub contractors, unless otherwise specifically agreed with the Company when performing work.
- Ensure that their personnel are aware that a Honeywell pass is only valid for access/work into Honeywell areas/buildings. These passes are not valid for access/work within the Company's facilities.

#### 4.3 Identity Badges

The Supplier shall advise their personnel when performing work that:

- Their personal identity badge shall be visible at all times whilst on the Company premises. The badge may, however, be temporarily removed if wearing it could be dangerous, e.g. whilst working on moving machinery.
- Their identity badge should not be displayed once they have left the Company premises.
- Their identity badge is Company property and the Supplier shall ensure that it is returned to the Security Department on termination or expiry, of their contracts.
- The loss of an identity badge shall be reported immediately to the Company Security Department.
- There is a requirement to visibly wear the Supplier's corporate identity on clothing and display the Supplier's corporate identity on vehicles and equipment.
- Supplier's corporate clothing shall be appropriate for the work performed and the area in which the work is carried out.

The Supplier shall, when attending meetings and contract reviews, advise their Personnel:

- To wear their visitor's security pass at all times during their visit to the Company.
- Return their visitor's security pass to the Security Department at the end of each working day.

#### 4.4 Security Department Searches

The Supplier shall advise their personnel that the Company shall have the right to search all parcels, packages, cases and vehicles coming onto/leaving the site, including those of a personal nature. Security Staff will carry out searches and personnel have the right to a third party being present at the search. Security Staff of the same gender as the person being searched will conduct any personal search.

#### 4.5 Restricted Areas

The Supplier shall advise their personnel that access to certain areas/buildings within the premises is limited to holders of appropriate security passes. The Supplier shall advise its personnel that they are not to enter these areas without an appropriate pass or authority from the Security Department. Clarification of these areas/buildings can be sought from the Security Department.

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### 4.6 Dangerous Weapons

The Supplier shall ensure that none of their personnel bring firearms (including replicas) or any other dangerous weapon that can be used in an offensive manner, on to the premises, except where a Police Firearms licence has been granted and AWL approval given.

### 4.7 Animals

The Supplier shall advise their personnel that they are not permitted to bring animals on to the premises. The only exception to this will be for the purposes of Pest Control or in support of the Equality Act.

### 4.8 Cameras

The Supplier shall advise their personnel that conventional, digital, video and movie cameras or any other image capturing devices are **prohibited** on the premises, unless expressly authorised.

### 4.9 Transmitters/Receivers

The Supplier shall advise their personnel that they are not permitted to use personal transmitting/receiving devices on the premises. This includes radios, televisions, tape cassettes, personal stereos and CD players.

### 4.10 Mobile Phones

The Supplier shall advise their personnel that:

- The use of mobile phones is prohibited in specified areas. They must observe the prohibition signs. Mobile phones must be switched off in these areas, and within 10 metres of aircraft, avionics systems or other hazardous processes/areas.
- Mobile phones shall not be used to call Emergency Services. Internal phones should be used for this purpose in accordance with the LIONEL Procedure.
- Mobile phones capable of generating and sending photographic images must not be used to capture images of any nature whilst on Company premises.
- Where individuals are suspected of using the integral camera on their mobile phone whilst on site, the matter will be referred to the Disciplinary Procedure.

### 4.11 Computers

The Supplier shall advise their personnel that all computing equipment is **prohibited** from the premises unless written authority has been obtained from the Security Department.

### 4.12 Official Secrets Act

The Supplier shall advise their personnel that they will be bound by the terms of the declaration under the Official Secrets Act, which they signed, on receiving their security pass.

The Supplier shall advise their personnel that any contravention of the Official Secrets Act can result in prosecution.

### 4.13 Company Property

The Supplier shall advise their personnel that:

- They are required to care and account for Company property with which they have been entrusted.
- Written permission from the appropriate Manager needs to be gained before Company assets are removed from the premises.

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### 4.14 Vehicles and Personal Property

The Supplier shall ensure that when their personnel are permitted to bring transport on to the premises, the following are observed:

- The vehicle is in a roadworthy condition, holds a current MOT, where applicable and is taxed and insured to the minimum requirements of the Road Traffic Act.
- Vehicles used after the hours of darkness must be suitably illuminated, including any trailers that are permanently or temporarily, coupled to the vehicle.
- The vehicle pass is displayed in the vehicle.
- Vehicles must be parked in marked car parks/spaces.
- A speed limit of 15 mph is applied across the site and all Road Traffic Regulations must be observed.
- Hand held mobile telephones are not used whilst driving
- Vehicle engines are not to be left running whilst the vehicle is unoccupied

The Supplier shall advise their Personnel that the Company shall not accept responsibility for:

- Loss or damage to vehicles.
- Theft of property from vehicles.
- Damage to personal property.

### 4.15 Smoking

AWL is a no smoking Company. Supplier personnel shall adhere to the Company no smoking rules and comply with the No Smoking Law.

### 4.16 Drug and Alcohol Abuse

Taking of illegal drugs, possession of illegal drugs or the consumption of alcohol on the premises is strictly **prohibited**. The Supplier shall ensure their personnel rigidly adhere to this policy. Personnel and the Supplier will be subject to disciplinary action in accordance with paragraph 9.10, if found to be in possession of such substances. Personnel operating on the premises who are perceived to be under the influence of alcohol or drugs shall be removed immediately.

## 5.0 Liabilities and Insurance

The Supplier and personnel enter and remain on the premises entirely at their own risk. Neither the Supplier nor any of the personnel will make any claim whatsoever against the Company or any of its employees or ex-employees, in respect of any expense, damage, loss or liability whatsoever which is suffered or incurred by the Supplier or any of the personnel on the premises, except that nothing in this clause shall have the effect of limiting the liability of the Company for death or injury to personnel arising out of the proven negligence of the Company.

The Supplier shall, ensure that any of the personnel which are not insured under the Supplier's policy shall maintain in force, at all times when the Supplier or any of the personnel are on the Premises, a Public Liability Insurance Policy for a minimum indemnity limit of £10,000,000 (or such minimum indemnity limit as may be agreed by the Company) and, if and whenever requested by the Company, the Supplier shall provide the Company with full details of such policy. Such policy must contain a Principals Clause. If the Company objects to the terms of such policy or the insurer with whom such policy has been placed, the Supplier shall forthwith make such changes to the Supplier's public Liability Insurance policy or arrange for such changes to the Public Liability Insurance Policy of the Personnel to be made, as are requested by the Company and, if and whenever requested by the Company, provide the Company with full details of the Supplier's changed Public Liability Insurance Policy.

Neither the Supplier nor any of the personnel will use any utilities, equipment, material vehicle or any other item whatsoever which belongs to the Company or any of their employees or other contractors or suppliers without first obtaining authority from the Company for such use. In the event of the Supplier or any of the personnel using such utilities, equipment, material, vehicle or item, whether or not such use has been authorised by the Company, the Supplier shall indemnify the Company against all damage caused thereto or loss thereof and against all expenses, damage, losses, injuries and liabilities whatsoever, resulting directly or indirectly from such use thereof (other than any

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caused by the negligence of the Company) which are suffered or incurred by the Company or any of their employees or other contractors or suppliers or any other persons or companies.

If the Supplier or any Personnel brings onto the premises any equipment, material, vehicle or any other item whatsoever the Supplier shall indemnify the Company against all expenses, damage, losses, injuries and liabilities whatsoever caused by such equipment, material, vehicle or any other item or resulting directly or indirectly from the use thereof (other than any caused by the negligence of the Company) which are suffered or incurred by the Company or any of their employees or other contractors or suppliers or any other persons or companies. Neither the Supplier nor any of the personnel will make any claim whatsoever against the Company or any of its employees or ex-employees in respect of any damage to or loss of such equipment, material, vehicle or any other item caused other than by the negligence of the Company or any of its employees.

### 6.0 Confidentiality

All information which has been or is disclosed to the Supplier or to any of its personnel by or on behalf of the Company and all information relating to the business or products of the Company which comes into the possession of the Supplier or any of the personnel:

- Shall be kept confidential by the Supplier and their personnel
- Shall not without the prior written consent of the Company be disclosed to any third parties
- Shall not be used for any purpose other than for the purpose for which the Supplier and their personnel have been permitted to enter the premises;

except to the extent that any such information has been passed or passes into the public domain

Neither the Supplier nor any of their personnel shall refer to the Company's name or any of the Company's trademarks or products in connection with any advertising or publicity without the prior written permission of the Company.

The Supplier agrees to indemnify the Company against all expenses, damage, losses, injuries and liabilities whatsoever which are suffered or incurred by the Company and which would not have been suffered or incurred by the Company had the Supplier and the personnel complied with these General Conditions.

### 7.0 Consent to Work

No Supplier's personnel shall perform Work on any Company buildings, plant or equipment without the Supplier having signed and submitted to the AWL HSE Department a WA1918 return slip, WA3589 Safety & Environment Questionnaire and/or provided evidence of certification through the Safety Schemes in Procurement (SSIP) System e.g. CHAS, or Safe Contractor (SSIP Certification is the Company's preferred method of supplier HS&E pre-qualification). The AWL HSE Department may request such additional information and interviews as it sees fit to complete its assessment.

**Note: Suppliers must ensure that any sub-contractors they employ have completed and submitted the documentation listed above to the Company.**

The Supplier will obtain the documented consent of the Company before the Supplier:

- Commences any hazardous work.
- Disposes of any waste, hazardous or otherwise.
- Uses any fire-fighting equipment other than for fighting fires.
- Uses cutting discs, welding equipment, blow lamps or any other naked flame on the premises.
- Commences work within reach or falling distance of or above, crane trolley wires, crane tracks or moving machinery.
- Brings any plant, equipment, machinery, and hazardous or dangerous materials on to the premises.
- Accesses the roof of any Company building.
- Enters any Company storage tank or other confined space.
- Commences work on any asbestos containing materials (ACMs)
- Ground work involving excavation below 150mm

The Supplier shall ensure that a representative reports to AWL Maintenance Department, a Site Facilities Project Engineer, the Safety & Environment Department or their usual Company point of

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contact on a daily basis and that prior to commencing any task, contact is made with the relevant Company manager or their representative, responsible for the area in which the Work is to be undertaken.

### 8.0 General Safety and Environment Rules

#### 8.1 Fire Safety

The Supplier shall at all times:

- Comply with the control of all ignition processes on the premises.
- Avoid the accumulation of combustible material.
- Keep all emergency exits, access for fire-fighting purposes, fire alarms and fire-fighting equipment free from any obstructions.

#### 8.2 Waste

Suppliers shall:

- Regularly remove their waste from the Premises, where possible on a daily basis, via the AWL approved contractor or as directed by the Company and, until such waste is removed, keep such waste tidy and in a way as to cause no obstruction or other hazards to health and safety. Failure to do so will incur a charge from the Company in respect of administration costs associated with removal.
- All recyclable waste shall be segregated at source and transferred to the Material Recycling Facility (MRF).
- Using lamps, barriers and tapes as required, effectively mark any waste skips or scaffolding on the premises which obscure road ways or paths during the hours of darkness.
- The disposal of all waste shall be in accordance with all relevant UK statutes, the Company Waste Management Licence and relevant legislation.
- The Supplier shall not dispose of any waste on the premises by burning or allowing to evaporate into the atmosphere.

**Note: The Premises include an operational airfield which must be protected from the presence of Foreign Objects and Debris (FOD) e.g. litter, due to the damage that can be caused to aircraft. Suppliers must prevent and/or contain the release of FOD on the Premises.**

#### 8.3 Hazardous Materials

Suppliers shall keep the Company advised of all relevant Health and Safety data relating to all materials and substances used by the Supplier, and not bring such materials or substances onto the Premises until a copy of the Material Safety Data Sheet has been made available to the Company's HSE Department.

#### 8.4 Access and Egress

The Supplier shall:

- Ensure that all roadways, pathways, working areas and factory gangways are kept free of all obstructions and in particular, FOD.
- Effectively cordon off or board over completely all excavation works and effectively mark all excavation works during the hours of darkness by using lamps, barriers and tapes as required.
- Supply and position appropriate notices if the Supplier's personnel are working overhead. The Company shall approve any such notices before use.

#### 8.5 Accident Reporting

The Supplier shall report immediately to the Company any injuries, environmental incidents (e.g. Spillages) and any damage to buildings, equipment, works roads or paths or any accidents or dangerous occurrences, on the premises, and leave undisturbed any equipment or part of the premises so affected until the Company agrees otherwise.

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### 9.0 Management of Health, Safety and Environment

#### 9.1 General

The Supplier must comply with all relevant UK health and safety legislation for the time being in force. In particular compliance with the Health & Safety at Work Etc Act 1974, the Management of Health & Safety at Work Regulations 1999 and the Environmental Protection Act 1990.

The Supplier must arrange for effective planning organisation, control, monitoring and review of the preventive and protective measures adopted and maintain records as necessary.

To support the AWL ISO14001 Environmental Management Programme, Suppliers shall ensure that where applicable to their activities, environmental policies and procedures are in place and that appropriate records are kept.

#### 9.2 Risk Assessment

The Supplier shall comply with the Company's Controlling Contractors Policy (HSP2050) and Permit to Work Policy (HSP2051), arranging for suitable risk assessments to be carried out in relation to all activities to be undertaken with due regard to the risks to the health and safety of its own employees as well as that of other persons not its employees who may be affected by its acts or omissions.

The Supplier shall liaise with the Company to ascertain the potential risks on site and measures, which are in place to minimise or eliminate such risks.

Where necessary, to ensure adequate control of the risks identified, the Supplier shall prepare and submit method statements detailing the safety measures to be employed during the work to the nominated Company contact. Such documents shall be in format acceptable to the Company.

All projects are to conform to the Construction Design and Management Regulations and shall require the development and use of a Health and Safety Plan by the Supplier. Such plans shall be in a format agreed by the Company.

#### 9.3 Competent Persons

Every Supplier shall appoint or engage the services of one or more competent persons to assist in undertaking the measures necessary to comply with its statutory obligations.

Those Suppliers performing work shall have a minimum of one employee holding National Examining Board in Occupational Safety & Health (NEBOSH) Certificate accreditation or equivalent. The names of such persons shall be advised to the Company.

Suppliers shall ensure that all their Personnel are appropriately qualified as required by statute or as the Company may require.

#### 9.4 Training

The Supplier shall ensure that all their employees are provided with adequate health, safety and environment training and that they are capable of carrying out the necessary work. This shall include Company contractor induction training. Personnel shall be approved to nationally accredited health and safety passport schemes, such as the Construction Skills Certification Scheme (CSCS).

Supplier's supervisory personnel working on Company premises shall be expected to hold Institute of Occupational Safety & Health (IOSH) Managing Safely or equivalent qualifications.

The Supplier shall ensure that all of their Personnel are aware of their duties in the safe and proper use of any machinery, equipment, dangerous substance, transport, equipment, and means of production or safety device provided to them.

#### 9.5 Emergencies

The Supplier shall establish appropriate procedures to be followed in the event of emergencies likely to arise on site, ensuring that a sufficient number of competent persons are available to deal with such situations and that its employees are adequately informed of the potential risks and the



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procedures for dealing with them.

A list of relevant contacts within the Supplier's organisation shall be submitted in accordance with Section 3.1 above.

The Supplier must advise their Personnel that any emergency arising on the premises and requiring external assistance e.g. fire, ambulance, spillage shall be notified to the Security Department by dialling 999 on an internal telephone (**no mobiles**). Other incidents or situations affecting health, safety and environment shall be reported to the Company's HSE Department.

### 9.6 Health Surveillance

The Supplier shall provide health surveillance for its employees where appropriate.

### 9.7 Manual Handling

To ensure adequate control of manual handling activities:

- Suppliers must comply with the requirements of the Manual Handling Operations Regulations, 1992.
- Where the work involves manual handling with an associated risk of injury, the Supplier should seek to eliminate or minimise the risk of personal injury, e.g. by the provision of mechanical aids.
- Where the use of mechanical aids is not possible or practicable, the Supplier must carry out an assessment to determine measures to reduce the risk of injury to the lowest level reasonably practicable.
- The Supplier should implement the identified measures, ensuring that employees receive appropriate instructions and training.

### 9.8 Personal Protective Equipment

To ensure appropriate use and management of Personal Protective Equipment (PPE), the Supplier shall:

- Comply with the requirements of the Personal Protective Equipment at Work Regulations, 1992.
- Ensure that suitable PPE is provided and made readily available to any of its Personnel who may be exposed to a risk to health or safety at work.
- Ensure that all PPE provided to its employees is recorded, maintained, cleaned and replaced such that it remains in efficient working order and good repair.
- Ensure that its employees are properly informed and trained in the correct use of any PPE provided and will take all reasonable steps to ensure that it is properly used.

### 9.9 Work Equipment

To ensure the correct provision and use of work equipment:

- The Supplier shall comply with the Provision and Use of Work Equipment Regulations, 1998. These Regulations are aimed at ensuring the provision of safe work equipment and its safe use. No equipment shall give rise to risk to health and safety irrespective of its age or place or origin.

Some examples of the type of work equipment covered by these regulations include:

- Hand tools
- Scaffolding
- Ladders and access platforms
- Dumper trucks
- Lifting Equipment and Fork Lift trucks
- Portable Generators
- Compressed air equipment
- Portable appliances
- Welding equipment

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The Supplier shall ensure that all work equipment provided complies with Sections 1 - 10 inclusive of the Regulations, i.e. that:

- Equipment is suitable for the purpose for which it is used or provided.
- Equipment is maintained in an efficient state and in good repair.
- Specific risks associated with work equipment are identified and appropriately dealt with.
- Information, instruction and adequate training and supervision are provided.

In addition to the above, Regulations 11-24 inclusive apply to new, second hand, hired or leased equipment

Regulations 11-24 require that:

- Mechanical Hazards are guarded against
- Effective measures are in place to prevent access to the dangerous parts of the machinery or to stop the movement of the dangerous part before any person can reach it.
- Employees using the work equipment are not put at risk due to specified hazards such as explosion, articles or substances ejected from the equipment, fire, rupturing of machine components, etc
- All persons are protected against injury by burn, scald or sear due to high or very low temperature.
- Adequate work equipment controls and control systems are provided, e.g. stop, start and emergency stop controls.
- All work equipment is stable, adequately lit, capable of safe isolation, capable of safe maintenance and carries the appropriate safety markings, warnings and warning devices.

The Supplier shall maintain records of all their plant and equipment on the premises and shall make such records available for inspection by the Company, as the Company may require.

### 9.10 Disciplinary Procedures

Failure of a Supplier or their Personnel to comply with the security, health, safety or environmental requirements laid down in this document shall result in the Supplier and/or the relevant Personnel being subject to the Company's Contractor Disciplinary Procedure as detailed in Company Safety Instruction 33. This Safety Instruction is available via the Company's website or upon written request.

This includes failure to:

- Comply with all relevant Health, Safety & Environmental legislation.
- Demonstrate safe working practices and/or safe behaviour. Examples of unsafe working practices and/or unsafe behaviour are:-
  - Physical violence.
  - Wilful damage to Company plant and equipment.
  - Release of hazardous substances into the site drainage system or atmosphere.
  - Dangerous driving, including speeding.
  - Any act or omission which puts any person in imminent danger, whether an injury or damage results or not.
  - Working without appropriate documentation – Contractor Risk Assessment or Permit to Work.
  - Working outside of agreed risk assessments and method statements or permits without approval
  - Illegal disposal of hazardous waste.
  - Use of unapproved sub-contractors for performing work.
  - Illegal drug taking, possession of drugs or the consumption of alcohol on the premises.
  - Non compliance in the use of PPE.
  - Use of mobile phones whilst driving.

**GENERAL CONDITIONS OF WORK ON SITE**  
**Appendix A**

**Advanced Information Sheet (AIS) Record WA1918**

<b>AIS No</b>	<b>Change Implemented</b>	<b>Acknowledgement Sent to AgustaWestland Ltd</b>	<b>Signature</b>	<b>Date</b>

**GENERAL CONDITIONS OF WORK ON SITE**

The AgustaWestland Limited General Conditions of Work on site (Ref: WA1918 Issue 4) has been acknowledged and implemented.

<b>Signed:</b>	
<b>Print Name:</b>	
<b>Position:</b>	
<b>Date:</b>	
For and on behalf of:	
Telephone Number (general):	
Telephone Number (24hrs/day):	
Fax No:	
E-mail Address:	
Please return the completed slip to the:	<b>Health, Safety &amp; Environment Department Box 21 AgustaWestland Limited Lysander Road Yeovil Somerset BA20 2YB</b>

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