



Managing Contractors Policy and Guidance

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London Borough of Enfield

Managing Contractors

Policy and Guidance

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This page is for Schools Health & Safety Team document control only. This plan is subject to ongoing change and will be updated as and when required.

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DIRECTOR FOR EDUCATION POLICY STATEMENT

HEALTH AND SAFETY POLICY STATEMENT

As Director for Education, I have overall responsibility for all health and safety matters within Education. As such I am committed to the continuous improvement in health and safety standards for staff, clients, pupils, and visitors and a better working environment for everyone.

It is essential to the achievement of our Strategy for Health and Safety to ensure that access to the right knowledge, skills, and support is available to staff when they need it, and that this is widely communicated and understood.

I am committed to the continuous improvement in health and safety management by setting clear objectives and monitoring performance through health and safety management plans and proactive audit programmes. All Headteachers, including the Senior Leadership Team must lead by example by demonstrating best practice in health and safety management and ensuring whenever possible, that all management decisions further health and safety objectives.

Effective partnerships between Headteachers and staff are crucial to successful health and safety management. Poor health and safety management is rarely the result of malicious intent. Education and training in health and safety skills and risk management are key to achieving a strong health and safety culture which benefits all staff, clients, pupils, visitors and contractors who work in our premises, and improves the quality of our service.

Director for Education

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Policy

Introduction

Many organisations contract out certain aspects of work, sometimes on a short-term basis, for example to undertake modifications or repairs, and sometimes for a longer period such as the outsourcing of maintenance, catering or security. It is a commonly held misconception that once any work is contracted out, the client has no responsibilities. This erroneous approach can cause serious incidents and result in enforcement or civil actions taken against the organisation.

It is important for a school to be aware of its responsibilities with regard to contract work. It is often considered that 'contractors' refer to those people undertaking building related work. However, the whole issue of controlling the risks of contract work are much wider than just this area and the Guidance that supports this Directive is aimed at situations where schools use contractors in a variety of situations where their own resources are not used. It establishes the basis of the relationship and clarifies the general health and safety responsibilities of clients and contractors to protect each other, their workforce and anyone else (e.g. visitors, people living nearby and other members of the public). These responsibilities, if not properly managed, can lead to events that could prove costly to all parties. All must co-operate to ensure that health and safety is properly managed - this will avoid things going wrong in the first place.

The HSE has published guidance on the responsibilities of all parties when working with contractors in INDG 368 Use of contractors, which can be downloaded free from the HSE website at www.hse.gov.uk/pubns/indg368.pdf. They have also published, INDG411 A Quick Guide for Clients on the Construction (Design and Management) Regulations 2015, which can be downloaded free from <http://www.hse.gov.uk/pubns/indg411.pdf>.

Definitions

A '*contractor*' is anyone retained to work for an organisation who is not an employee. They can be supervised by the organisation or provide their own supervision.

The '*client*' is the body retaining the '*contractor*' and can be regarded as the '*contractors*' employer i.e. the Head Teacher.

'*Risk*' is defined as the likelihood that harm will occur from exposure to a hazard and the severity of the outcome.

'*CDM*' is the Construction Design and Management Regulations and are applied to larger construction projects where specific rules are established.

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Duties and Responsibilities (To-Do List – For Head Teachers)

The following are the principal duties and responsibilities that all employers are required to comply with. Full details are to be found within the Relevant Statutory Documents (see below) and further assistance can be given by the Schools Health and Safety Team Manager, upon request. There is an aide memoir at appendix 1 to support this process.

The Head Teacher is required to:

- Ensure that the ‘contractor’ retained is competent to undertake the task assigned. This will include details of the way in which he manages health and safety;
- Provide information, instruction and, where appropriate training and supervision to ensure that the ‘contractor’, and his employees (including his sub-contractors), is aware of the risks to him, created by and associated with school activities;
- Ensure that the ‘contractor’ provides suitable and sufficient general and specific risk assessments directly appertaining to the task and the workplace for which he is being retained.
- Ensure that the ‘contractor’ provides suitable and sufficient safe methods of working and proof as to the competence of his employees, where relevant;
- Regularly monitor the activities of the ‘contractor’ to ensure adherence with terms of the contract and particularly, the health and safety practices prescribed and the protection afforded to the Head Teachers employees and others;
- Where ‘contractor’ tasks are subject to the Construction (Design and Management) Regulations, ensure that sufficient competence exists, within the school, to adequately oversee the work; and,
- Establish adequate control of site access for ‘contractors’ for safety and security purposes.
- Refer to appendix 1 of this policy for recommendations on checks that should be carried out
- Ensure Contractors’ Induction Pack is provided and explained to all contractors engaged to work on school site.
- You are not expected to be an expert in the activities being carried out by the contractors, but you must ensure so far as is reasonably practicable that they are carrying out their work in a safe manner, having taken account of the hazards and risks involved, so as not to place anyone in the school at risk, such as, pupils, staff or
- visitors. You can go some way to doing this by referring to appendix 1 of this policy.

Guidance

This guidance is provided to answer a number of general questions but it cannot hope to cover everything. Where further guidance is required, contact should be made with the Schools Health and Safety Team Manager, and a reading list appears in **Further Information**.

Types of Contract Work

Contract work will, generally, fall into one of 4 types, namely:

Short-term, usually fixed term, for a single function, such as decoration, special cleaning or installation;

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Repetitive short duration work, such as window cleaning, equipment servicing or plant maintenance;

Medium term work of a periodic or seasonal nature, for example to cope with a seasonal rush or to clear a backlog of work or refurbishment of buildings and facilities; or,

Long term continuous functions to provide an 'out-sourced' function not part of the organisation's core business, such as catering, cleaning or security.

Whatever classification the work falls into, it is important to appreciate that it is contract work and the *'client'* must control properly the risks it poses to his own employees, and those risks the organisation poses to the contract workers.

Where the contracted work planned falls within the scope of the *'CDM'* Regulations, further guidance may be required from Corporate sources and the Schools Health and Safety Team Manager.

When is a Contractor an Employee?

It is worth bearing in mind that the medium and longer-term contract workers may not be appreciated as such by the school. In some cases, the department or section responsible for hiring the *'contractor'* will not always be the school in which they are used. As a result it may not always be obvious who can or should exercise control over the *'contractors'* activities. Having established the determination of contract work, it is important to consider whether the person working for you is an employee or a *'contractor'*. The difference is important since, as an employee, the worker is entitled to all the protection, regarding health, safety and welfare, given to any other employee, no matter how short their 'employment'.

Who exercises control and how much control is taken of people working for an organisation is an important factor that must be considered. Older case law relied on

who controlled the daily tasks of the worker but today, other factors are included, such as -

- Is there an obligation on both parties - perhaps one to undertake certain functions and on the other part to provide such work;
- The intentions of both parties to the agreement covering the work – these should be explicit within the contract;
- Whether the *'contractor'* is restricted in performing the same service for other clients; Whether the *'contractor'* provides his own equipment and/or materials;
- If the 'financial risk' of the work undertaken by the *'contractor'* is entirely under his control or not; and,
- Whether the *'contractor'* has people that work entirely to their direction and not to that of the *'client'*.

Where a *'contractor'* is regarded as an employee of the *'client'* they will enjoy equal treatment as regular employees, so far as their health and safety at work is concerned.

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Identify the Job

'Clients' need to clearly identify all aspects of the work they want the 'contractor' to do, including work falling within the preparation and completion phases, if appropriate. The level of 'risk' will depend on several aspects - the nature of the job, the variety of hazards identified, the number of persons exposed, the type of work proposed, the area where the work will be undertaken and so on.

Whatever the 'risk', 'clients' need to consider the health and safety implications of the job they want carrying out. This will involve selecting someone suitable to do the job, assessing the risks, deciding what information, instruction and training is required, how co-operation and co-ordination between all parties is achieved, how the workforce is to be consulted and the level of management and supervision required.

Selecting a Suitable Contractor

'Clients' need to satisfy themselves that 'contractors' are competent (e.g. they have sufficient skills and knowledge) to do the job safely and without risks to health and safety. The degree of competence required will depend on the work to be done (see **Identify the Job** above). The contractors need to know and understand what level of performance is expected and how it will be measured. In checking their competence, questions need to be asked of the prospective 'contractor'. The following questions are provided as examples –

What experience they have in the type of work?

- What their health and safety policies and practices are?
- What is their recent health and safety performance (number of accidents, enforcement notices etc)?
- What qualifications and skills they have, particularly with regard to health and safety? How do they select their sub-contractors?
- What health and safety training and supervision they provide?
- Do they have arrangements for consulting their workforce?
- Is there an independent assessment of their competence and who does it? Are they members of a relevant trade or professional body?
- Do their employees hold a passport in health and safety training or have certificates of (trade/skill/ability) competence?

Providing Information

When talking to prospective 'contractors', it is as well to remember that health and safety information is a two-way flow and for a 'contractor' to provide a realistic quotation, he will need information from the 'client'.

A risk assessment needs to be made of the 'risks' of the contract work on the 'client's' employees, and the 'risks' of the 'client's' work to the 'contractor' and the results exchanged and discussed, eventually.

The 'client' must provide the people working for the contract organisation with adequate information of any 'risks' presented by the activities, together with their controls, to which the contract organisation's workers may be exposed.

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The '*clients*' health and safety policy statement and arrangements should be explained to the '*contractor*'. They should learn of relevant safe systems and procedures, details of any permit systems necessary and make sure they understand it and will act in accordance with it.

The school should expect, and insist, that the '*contractor*' provides similar dialogue in return.

Use of Work Equipment

Use of '*contractor's*' equipment by the '*client's*' employees should be actively discouraged as the safety of the equipment and the required knowledge of safe working practices relevant to that equipment cannot be assured. The use of school work equipment by '*contractor's*' should also be discouraged as the school will be required to ensure that the '*contractor's*' are sufficiently knowledgeable and proficient in its use.

Under normal circumstances the use of work equipment will be properly controlled separately by the '*client*' and the '*contractor*'. However, there may well be times -some not always obvious - when the work equipment belonging to one party is used by employees of the other. Where this is to be permitted, then the terms of the contract should reflect this and the detail written into the appropriate risk assessment. and any safe system of work that results.

Where one organisation does permit the other organisation to use their equipment - particularly on a regular basis - then it is important to ensure that the responsibilities are effectively managed and controlled. For example, the setting of regular inspection and maintenance schedules, maintaining records and communication of content.

What's in the Contract?

A contract covers a wide area and is not to be addressed lightly. The contract forms the basis for the relationship between the '*client*' and '*contractor*'. As a result, it is important that the health and safety issues necessary for proper conduct of the contract work are included within the contract, rather than added on after work has commenced. This will speed the progress of the work and minimise the likely health and safety interventions which might otherwise occur.

Careful specification within the contract and more particularly within the method statement will form a valuable means to ensuring that there are fewer misunderstandings between '*client*' and '*contractor*'. The main issues are included in the following checklist:

The work requirements -

- the purpose of the contract;
- Site rules regarding access, use of vehicles, parking etc;
- Security issues including where, when and how to sign in;
- Emergency provisions on site that the contract staff will have to adhere to; Issues relating to the use of sub-contractors;
- Training issues -identifying need and provision;
- The communications issues between the organisations;
- Welfare issues expected by the '*contractor*' when on site; and,
- Any administration issues that the '*contractor*' will expect of the '*client*' and that the

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'client' will expect the 'contractor' to undertake -for example accident reporting.

The 'contractor' will need to be aware of the monitoring arrangements that a 'client' will put in place and the purpose of that scrutiny. The 'client' may need to consider the question of cover during 'out-of-school' periods and provide appropriate contact details.

Hazards and Finding them

The hazards relating to contract work will arise from two main aspects, the effects of the contract work itself and any potential interactions of the 'client's' work on the contract organisation's activities. Mostly, the 'contractor' will be able to identify the hazards of the work they will be doing. However, there will be a number of areas relating to the premises and the work of the 'client' that will be outside of their control and thus outside of their ability to identify. At this point it is necessary for liaison between the two parties to identify potential hazards caused by their interaction, and determine how best to control them.

For larger tasks, a safe method statement, provided by the 'contractor' will give the best guidance as to the possible hazards. However, the level of assessment will be related to the size of the contract work planned. The most important requirement is that both parties discuss, fully, the work and the way it will be carried out, to identify the hazards it may cause.

The safe method statement is an expanded form of the description of the work, or the invitation to tender. It is intended to inform the 'client' organisation how the 'contractor' intends to undertake the work, and will thus highlight possible areas of difficulty, such as power supply requirements, access, intrusion into client work areas and similar. It will show the hazards identified and those anticipated, the control regimes required and practices undertaken. When finalised, it will provide a workbook that can be used to monitor both the progress of the work and the safety considerations, stage by stage.

Risk Assessment

To adequately select a 'contractor' (also see **Selecting a Suitable Contractor** above), the 'client' must appreciate the risks of the work. In many cases, however, it is the contract organisation that has the best idea of the risks of the work so it can be difficult to fully appreciate them unless the selection process is approached properly.

The first step may seem obvious, but is often not properly considered. The key is to determine exactly the function of the contract work. In some cases, it is very loosely defined, often through lack of knowledge on the part of the 'client'. The actual intention of the contract and the scope of the work can usually be refined on discussion with more than one 'contractor'.

Once the purpose of the contract work is defined, the first step to determining the 'risks' and then assessing the 'contractors', is to obtain method statements from them. If the 'client' is not clear over exactly what is required, it is worth obtaining a preliminary 'outline' method statement from one or two 'contractors' to enable unknown issues that are important to be made more obvious.

The level of this risk assessment is relative to the size and complexity of the contract

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work and the level of risk it poses. As a result of the relationship to the 'risk', the 'risk' assessment is likely to require two views to be taken of it, one quick 'snapshot' to appreciate the general hazards posing the risks and then a more in-depth one to further clarify the hazards and then assess the risks they pose.

Once the risks have been assessed, it is then necessary to select and appoint a contractor that adequately appreciates them and has the expertise and competence to control them adequately.

Remember, as previously stated, you are not expected to be an expert in the activities being carried out by the contractors, but you must ensure so far as is reasonably practicable that they are carrying out their work in a safe manner, having taken account of the hazards and risks involved, so as not to place anyone in the school at risk, such as, pupils, staff or visitors. You can go some way to doing this by referring to appendix 1 of this policy.

Information Exchange before the Work Commences

As mentioned earlier, it is extremely important to establish clear lines of communication between the parties. Both the 'client' and 'contractor' will need to liaise on a regular basis; both in terms of the work being undertaken and also in terms of resolving health and safety issues that will arise during the contract work.

It will be necessary to decide what appropriate information should be passed between 'client' and 'contractor' prior to the commencement of the contract. The main areas of information that the 'client' should supply are, in essence, the same as would be provided to anyone coming on site -i.e. that which would normally be expected to be supplied in an induction course. Other items might include:

Fire and emergency procedures;

The level of provision of support services agreed -e.g. first-aid, catering, use of facilities, accommodation and storage of any equipment and material used;

To whom the 'contractor' should report, both on a regular basis and in an emergency;

A clear definition of the work area, where this is appropriate, including boundaries, any access rules, security and the types of work that may or may not be carried out in the area;

Any special conditions that relate to particular or hidden hazards of the work being carried out around them -e.g. timer, remote or processor controlled equipment; Any particular safety requirements relating to any substances or equipment brought into areas;

Any inspection procedures or required access by 'client'; and,

Any site-based information such as use of transport on site, no smoking areas, the safety policy of the host organisation and any areas where special provisions are required: use of PPE, restricted access areas, etc.

Sub-contractors

The selection of any sub-contractors should be left to the 'contractor' with whom the task was awarded. 'Clients' must, however, satisfy themselves that a 'contractor' has an effective procedure for appraising the competence of a sub-contractor. When selecting a suitable subcontractor, a 'contractor' may use some or all of the criteria that

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a '*client*' may use in selecting a suitable '*contractor*' (see **Selecting a Suitable Contractor** above). Again, the degree of competence required will depend on the work to be done.

It is as important, for a '*client*' to ensure that the checks and information requirements regarding the '*contractor*', are undertaken for all sub-contract organisations as well. The main issues would be:

To ensure that any information provided to the original contract organisation is passed on to any sub-contracted organisations;

To ensure that any specific requirements of the host organisation are passed on to sub contractors;

To ensure that liaison and contacts between all the organisations are known and adhered to; and,

To ensure that all organisations are involved in all work plans, even where this is only to maintain them informed of the plans and operations on the site.

During the Contract Work

A means for communication between the organisations must be in place and working by the time the contract work starts, relevant to the task in hand. As necessary, named individuals and deputies must be available to all people affected by the work in both organisations so that contact is maintained.

A particularly important aspect of establishing the competence of the '*contractor*' is by monitoring the work as it progresses. It can be left until the end, but this is likely to result in errors compounding errors, which, if not corrected early can cause significant problems in completing the contract and could involve the '*client*' or '*contractor*' in serious legal issues, particularly if the errors that are allowed to continue cause significant danger.

A standard of monitoring needs to be established. In effect, the '*client*' can monitor the contract by its progress, i.e. the agreed timescales or 'milestones', although this may not be particularly useful, especially if the contract work is affected by outside influences such as weather. Often it can be easier to monitor the performance against the specification or in terms of quality assurance against other standards agreed in the contract. In some cases, an easier means of monitoring is against the safe method statement. Is the '*contractor*' actually doing what he originally said he would do, and therefore, is the '*client*' getting value for money?

When considering the usefulness of inspections, a common consideration that must be made is their level of formality. A formal inspection is most effective if it involves a representative of both the '*client*' and the '*contractor*'. The inspection should be conducted to a pre-agreed format and to an agreed list of inspected items. The documentation that is used for and produced by the inspection and any necessary follow-up action should be shared by both organisations with a view to solving problems, not laying blame.

... And after the Contract ...

At the end of operations, when the site is cleared, and normal activities return, the '*client*' should review the project formally. The information gained from the workplace

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inspections and monitoring activities can be combined with the quality of work done and the adherence to the contract specification and safe method statements, and used to assess the overall performance of the contract and, in particular, the 'contractor'. Both good and poor performances should be notified to the 'contractor' concerned. The results can be used to review the health and safety management arrangements and any generic risk assessment.

Further Information

Relevant Statutory Documents

Lifting Operations and Lifting Equipment Regulations 1998
Provision and Use of Work Equipment Regulations 2002
Management of Health and Safety at Work Regulations 1999
Health and Safety (Safety, Signs and Signals) Regulations 1996
Health and Safety (Supply of Machinery) Regulations 1992
Electricity at Work Regulations 1989
Workplace (Health, Safety and Welfare) Regulations 1992
Construction (Design and Management) Regulations 2015

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Appendix 1 - What you need to do-checklist.

Checked by.....Signature.....

Description of Work and Location.....

Date Checked.....

When Contractors carry out work the Premises controller must:

	Yes	No	N/A
Obtain proof of identity from the Contractors			
Ensure Contractors complete the attendance sheet kept in..... (local arrangement)- Copies of this are available in this section of the manual page CON 4.			
Ensure Contractors are made aware of any hazards at the premises (for example traffic movements, fragile roofs, asbestos, shift patterns).			
Ensure Contractors explain the proposed work and makes you aware of any significant hazards arising that may impact on the health and safety of the occupiers or visitors to the premises.			
Ensure where any work involving asbestos takes place, Contractors are made aware of the location of any asbestos at the premises and that they have had sight of the asbestos survey and follow procedures as laid down in the ASBESTOS section of this manual.			
Ensure Contractors are briefed on the site rules and procedures. e.g. fire alarm tests, emergency evacuation arrangements, waste disposal, and first aid and any areas that are restricted.			
Ensure the Contractor has a site and job specific risk assessment of the hazards involved in completing the work they are there to do.			
Ensure that Contractors have a safety method statement for the work they are carrying out. File it in this section of the Premises Controllers Log Book.			
Insist that Contractors update you on any changes to the work or the way it will be carried out.			
Do not allow Contractors on to any roof area until they have produced a written safety method statement. File these in this Section of the Premises Controllers Log Book.			
Ensure security passes are carried and displayed at all times.			