

(Effective December 13, 2022)

## 1. GENERAL

1.1 These Regulations shall form part of the conditions of contract for all contracts and purchase orders for work executed and services provided by Contractors to the Purchaser, Tate & Lyle Sugars. The Regulations shall apply to all of the Purchaser's London Refinery Sites.

1.2 Contractors shall sign the acceptance relating to these Regulations and shall complete and sign the insurance questionnaire and return both to the Purchasing Department before commencement of the Contract Work.

1.3 The Contractor shall carry a minimum of two million pounds sterling insurance cover for third party and public liability whilst on site.

1.4 The Contractor shall submit the details of his CIS4, CIS5 or CIS65 certificate in accordance with the Construction Industry Tax Regulations before commencement of the Contract Work.

1.5 The Purchaser shall recover from the Contractor any liability to the Purchaser resulting from non-compliance with the Regulations by the Contractor.

1.6 Correspondence relating to CIS certificates must be addressed to the Tate & Lyle Sugars Finance Department.

1.7 The Contractor upon entering or working on the Purchaser's Site shall comply with these Regulations, together with all other relevant site rules, health and safety regulations and environmental and quality policies as may be issued from time to time by the Purchaser.

1.8 The Contract Works shall be undertaken in accordance with all relevant legislation (including and statutory regulations), bylaws and standard codes of practice.

1.9 The Contractor is responsible for instructing his employees and agents (including his sub-contractors) and making known to them the contents of these Regulations and of any related matters brought to his attention by the Purchaser.

1.10 The Purchaser may object to and require the Contractor to remove from the Contract Work any person who, in the sole opinion of the Purchaser, misconducts himself or does not comply with these Regulations and such person shall not again be employed upon the Contract Work without the written permission of the Purchaser.

1.11 In the event of repeated breaches of these Regulations, or general misconduct by any employee, agent or sub-contractor of the Contractor, the Purchaser shall reserve the right to terminate the engagement of the Contractor and to cancel the purchase order. Such termination shall be final and binding and without further obligation to the Purchaser.

1.12 Unless specified differently within the contract documents, all notices and / or queries shall be addressed to the Purchaser's nominated Representative or, if none is nominated, to the Purchasing Manager.

1.13 The Contractor shall notify his normal hours of working to the Purchaser's Representative and shall advise

the name and number of personnel to be engaged on the site in advance of arrival on site.

1.14 The Contractor shall not display any advertisement on the Site, or take photographs of it, or make reference to it in any publicity material without the prior written approval of the Purchaser.

1.15 The Contractor shall not offer or give or agree to give to any of the Purchaser's personnel any gift or consideration of any kind. The exchange of Christmas cards and/or calendars is, however, acceptable.

## 2. ENTRY TO SITE / SECURITY REQUIREMENTS

2.1 Entry and exit for the Contractor's personnel and vehicles to the site, when authorised, shall be by way of the Contractors' Gate only. Access is controlled electronically. All individuals must swipe in/out for entry/exit.

2.2 The Contractor's personnel shall report initially at the Contractors' Gate for instructions and the issue of personal access control cards. The Contractor shall be responsible for the safekeeping of access cards issued and shall be liable for the cost of replacement of lost or damaged cards.

2.3 Access cards are issued on a personal basis and must not be used by any person other than the person to whom the card was issued.

2.4 All Contractor's personnel shall be required to attend a Site Induction Course prior to commencement of any works. The Induction Course is conducted in English and requires a formal written test upon completion. Personnel will not be allowed to work on site without successful completion of this induction process.

2.5 The Contractor's service vehicles shall be allowed onto the Site only when essential and then solely at the discretion of the Purchaser. The drivers of the Contractor's vehicles whilst on Site shall comply with the Purchaser's traffic regulations at all times.

2.6 The Contractor shall not be provided with parking facilities by the Purchaser unless agreed in writing.

2.7 The Contractor's craftsmen may leave their toolkits, at the Contractor's risk, with the Purchaser's security staff for the short time it takes to park or collect their cars outside the Site.

2.8 The use of cycles within the Site is prohibited.

2.9 Children under 16 years of age shall not be admitted to the site without prior permission.

2.10 The Contractor shall be responsible for the security of his own tools, materials, equipment, vehicles and the private possessions of his personnel and shall arrange insurance in respect of loss or damage.

2.11 The Purchaser reserves the right to search persons and vehicles entering or leaving the Site and to examine any package or parcel.

2.12 No materials shall be taken from the Site without authorisation in the form of a 'Security Pass out'.

### 3. SAFETY

3.1 The Contractor shall provide a copy of his Safety, Health and Environmental Policy as defined in the current Health & Safety at Work Act before commencement of the Contract Work.

3.2 Where the works are subject to the Construction (Design & Management) Regulations 1994, the Contractor shall be required to demonstrate his procedures for the application of the Regulations and to provide the necessary time and resources for this purpose.

3.3 The Contractor shall provide a Task Based Risk Assessment for review by the Purchaser's Representative prior to any work commencing

3.4 The Contractor shall operate at all times in a responsible manner, safe to his personnel, to the Purchaser's personnel and to all other persons and property. The Purchaser reserves the right to request verification of training and qualification of Contractor's operatives

3.5 The Contractor shall abide by the Tate & Lyle Sugars safety systems and policies, which are available on request from the Purchaser's Representative.

3.6 The Contractor shall attend safety meetings and respond to any safety initiatives as requested by the Purchaser.

3.7 The minimum standard requirement for Personal Safety Protective Equipment which must be worn when working on site is:

- (a) Head Protection
- (b) Light Eye Protection
- (c) Hand protection
- (d) Foot protection
- (e) Coveralls bearing the name of the Contracting Company
- (f) Hearing protection in designated areas

3.8 Additional protection may be required for particular tasks and this must be determined by risk assessment, and agreed with the Purchaser's Representative.

3.9 Workwear garments shall not have external top pockets.

3.10 Standard PPE is not required when using the Pedestrian Walkways marked in YELLOW.

3.11 All work must be covered by the relevant 'Permit to Work' (e.g. Confined Space, Hot Work, Electrical Isolation) as defined by the Purchaser. The Contractor's personnel shall obtain an authorised 'Permit to Work' from the Purchaser's Representative prior to commencement. "Hot Work" is defined as the introduction of any possible form of ignition including the storage/handling of any flammable materials, liquids or gases. In no other circumstances shall the Contractor be permitted to operate, shut down or in any way interfere with Refinery plant and equipment.

3.12 The Contractor shall ensure that all his plant, equipment and materials are safe and used in compliance with any statutory requirements and applicable codes of practice, and that they are suitably certificated to this effect. The Contractor shall be liable for all loss or damage arising from their use.

3.13 Without lessening the absolute responsibility of the Contractor in regard to such equipment the Purchaser shall have the right to inspect such equipment and if in the Purchaser's opinion it is considered unsuitable or unsafe it

shall not be used on the Site, no extra time or payment being allowed to the Contractor for replacement.

3.14 Portable electric tools must be designed for 110 volt, 50 cycle, AC supply.

3.15 Electrical equipment of a personal nature (radios, cassette players etc) are not permitted within the Refinery. There are also restrictions on the use of mobile telephones.

3.16 The Contractor shall under no circumstances use paraffin on the Site.

3.17 The Contractor shall not bring to Site substances subject to the Control of Substances Hazardous to Health Regulations (COSHH Regulations) without prior written consent of the Purchaser's Representative.

3.18 The Contractor shall supply the Purchaser with full details (data sheets) of such materials as required by the current COSHH Regulations. All such materials shall be clearly marked, stored and handled in compliance with statutory regulations.

3.19 The Contractor shall not bring radioactive materials to the Site without prior written consent of the Purchaser's Representative. The Contractor shall clearly mark and register such radioactive materials or substances in accordance with the current Ionising Radiation Regulations.

3.20 The Contractor shall comply with the current Regulations associated with the collection, disposal and segregation of waste. All waste removal from site shall be directed through the Purchaser's Waste Management company. Details of this arrangement are available upon application to the Purchaser's Representative.

3.21 The Contractor shall install all scaffolding in accordance with the Purchaser's Scaffolding Procedure, available from the Purchaser's Representative. All completed scaffolds shall be certified and shall meet with the approval of a competent scaffold inspector prior to use. Such approval shall not release the Contractor's responsibility in respect of such scaffolding.

3.22 The Contractor shall at all times protect any construction works which may be a source of danger to any person or property and shall ensure that they are fenced off and lit during the hours of darkness with warning lamps and signs.

3.23 The Contractor shall ensure that all his personnel are aware of the relevant fire assembly areas and all emergency escape routes from their place of work. Means of escape from buildings and access for emergency services shall not be obstructed.

3.24 In case of fire the Contractor's personnel shall:

- (a) operate the nearest alarm call system;
- (b) telephone 8888 on the internal telephone system stating fire location i.e. building, floor level and area on floor; and
- (c) promptly evacuate the building

3.25 Smoking is not permitted on the Purchaser's Sites except in designated smoking areas. Any person found contravening this Regulation may be required to leave the Site.

3.26 In the event of the Contractor's involvement in any incident involving injury, incident, damage, loss or "near miss", the Contractor shall:

- (a) Immediately notify the Purchaser's Representative and complete an "Incident/Near Miss" form

(b) Copy the Purchaser's Representative with any report to the Health and Safety Executive in compliance with the current RIDDOR Regulations (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations).

(c) Notify the Purchaser immediately upon receipt of any writ, summons or other proceedings arising out of such incident, injury or damage which may be commenced against the Contractor.

(d) Permit the Purchaser's insurers to take proceedings in the name of the Contractor to recover compensation or secure an indemnity from any third party.

#### **4. WELFARE**

4.1 The Contractor's personnel may be allocated welfare facilities on Site. It shall be their responsibility to keep them clean and tidy at all times. They shall use only such facilities as are agreed and specified at the start of the Contract.

4.2 The Contractor's personnel shall report all wounds or injuries, however slight, to the Occupational Health Department or first aid post where medical facilities for treatment are available.

4.3 The Contractor shall ensure that his personnel keep any open cut or abrasion on any exposed part of their persons covered with a suitable waterproof dressing. All such wound dressings must be of the "blue strip" metal detachable type. If bandage type materials are used, they must include a waterproof covering and a metallic strip.

4.4 The Contractor's personnel may use the Purchaser's restaurant and canteen facilities. This shall be subject to strict conditions and may be revoked at any time.

4.5 The Contractor's personnel shall not consume any food or drink outside designated areas.

4.6 All alcohol and drugs (except prescribed medication) are totally banned from the Site. The Purchaser reserves the right to conduct random testing for alcohol and drug use in accordance with Company Policy.

#### **5. USE OF THE PURCHASER'S SERVICES**

5.1 The Contractor's personnel shall not use fire protection equipment for purposes other than fire fighting.

5.2 The Contractor shall obtain permission from the Purchaser's Representative for the siting of temporary buildings or containers within the Site and shall remove them immediately on completion of the Contract Work or when instructed to do so by the Purchaser's Representative.

5.3 Any area required for storage of materials shall be agreed with the Purchaser's Representative before commencement of the Contract Work.

5.4 Any requirements in respect of temporary electrical power supplies, water supplies and other services shall be advised by the Contractor and arrangements agreed with the Purchaser's Representative before commencement of the Contract Work.

5.5 The Contractor shall not make use of the Purchaser's electric or other sources of power, mechanical equipment, lifting gear, scaffolding, ladders and other equipment on site without the express permission of the Purchaser's Representative and subject to any conditions he may impose.

5.6 The Contractor shall be responsible for ascertaining that all plant and equipment loaned to the Contractor by the

Purchaser are safe for the purpose of use and that the operator is qualified or instructed in the safe use of same.

#### **6. PRODUCT QUALITY AND HYGIENE**

##### **General**

6.1 The Contractor shall maintain the areas where he is working in a clean and tidy state at all times. Any waste or surplus material shall not be allowed to accumulate and shall be removed and disposed of regularly and at least once a week. Waste skips shall be clearly identified with the associated Contractor or works. The Purchaser's product bags must not be used for waste disposal.

6.2 The Contractor shall ensure that all litter is deposited in the waste receptacles provided for this purpose.

6.3 Reading material other than that pertinent to the plant or work in hand is not permitted in Refinery operating areas.

6.4 The Contractor shall employ all necessary measures to control noise, vibration, dust, spillage or any other form of pollution.

##### **Category A Areas**

6.5 In line with the Purchaser's Quality and Hygiene Policy, Category 'A' areas are defined as, "those areas where unsatisfactory standards of hygiene and housekeeping present a significant risk to final product quality and safety." This includes the following high risk areas:- All product packing areas including FIBC and container filling; bulk loading and filling points; B20; B23; B220; milling house; cube packets and the process areas Gran House and Refinery.

6.6 Finished product storage and handling areas such as warehousing in B20 and West Ham Depot, New warehouse, Packaging warehouse, bulk liquor tank farm and weighbridge reception areas are also Category 'A' areas but for practical purposes the wearing of hairnets and hand washing on entry are not required.

##### **Health**

6.7 Any personnel at work suffering from diarrhoea, vomiting or food-borne infection must report to the Tate and Lyle Sugars Representative, who must refer the person to the Occupational Health Department before they are permitted to start or re-commence work in Category "A" areas.

6.8 All sores, cuts, grazes, infected areas and other wounds must be covered by a suitably coloured waterproof dressing incorporating a metal strip. Personnel must report the loss of such dressings to the Purchaser's Representative in circumstances where there is a risk of product contamination. Personnel arriving at work with a domestic wound dressing must have it checked and, if necessary, replaced by an approved food industry dressing.

6.9 Protective Clothing:

(a) Personnel must wear clean, approved, protective clothing at all times within Category 'A' areas.

(b) Footwear must be of a suitable approved type, and must be maintained in a clean and sound condition.

(c) All hair must be completely covered by the use of hair-nets and hats. Long hair must be neatly contained with no grips or clips outside the head covering. Beard snoods must be worn and must completely cover the beard and / or moustache.

(d) Protective clothing must not be worn off-site or left in working areas. Provision shall be made for the storing of clothing and personal effects by arrangement with the Purchaser's Representative.

#### 6.10 Personal Hygiene:

(a) Hands must be kept clean at all times. All personnel must wash their hands on entering a Category 'A' area, and regularly throughout the working day or shift, particularly after visiting the toilet or handling waste materials.

(b) No perfume or aftershave may be worn.

(c) Fingernails must be kept short, neat and clean. Nail varnish or false nails must not worn.

(d) Spitting is not allowed anywhere within site working areas.

#### 6.11 Personal Items:

(a) Jewellery, except one plain wedding ring, must not be worn. Watches are also not permitted.

(b) Prescription spectacles and contact lenses are permitted. Any loss or breakage must be reported to the Purchaser's Representative.

(c) Approved ear defenders containing detectable metal must be worn

(d) One-piece pens of a shatterproof material only are permitted.

(e) Pieces of scrap paper must not be used. Notebooks and approved record sheets must be used. The use of rubber bands and staples are not permitted.

(f) Smoking materials and any other personal possessions must not be carried within Category 'A' work areas.

#### 6.12 Eating and Drinking:

(a) Food purchased in the restaurant or brought into the Refinery for consumption elsewhere on the site shall be securely packed and opened only at the point of consumption. It is the responsibility of the individual, who takes items of packed food from the restaurant, to ensure that it is securely packed.

(b) Food includes all snack products, confectionery, crisps, chewing gum, fruit, etc. Drink covers every form of drink other than water from drinking fountains.

(c) Food brought onto the site must be kept in a designated area and consumed within the individual's working day. The storage of perishable foods of any description for longer periods than the working shift is strictly forbidden.

#### 6.13 Use of Glass or Hard Plastic Materials:

(a) No person may take glass, glass-containing, or hard plastic equipment or utensils into Category 'A' areas unless the Purchaser's Representative is informed and strict precautions taken to prevent product contamination.

(b) Any glass breakage must be reported immediately to the purchaser's Representative who will ensure if appropriate, that all pieces are accounted for and are collected and disposed of in a designated waste bin away from high risk areas.

(c) Report immediately any cracked or broken windowpanes and light fittings.

#### 6.14 Pest Control:

(a) All doors and windows in Category 'A' areas must be kept closed unless the aperture is totally enclosed in fine mesh screening. Temporary openings shall be similarly enclosed.

(b) Waste and materials which may harbour pests such as discarded scaffold boards and tubes, Engineering debris, discarded lagging etc. must be removed as soon as possible

(c) Any sighting of pests (insects, rodents, birds, cats etc.), or any evidence of pests, must be immediately reported to the Purchaser's Representative.

(d) No animals are allowed on site.

### 7. PERSONAL DATA PRIVACY AND PROTECTION

Where applicable, the "Personal Data Privacy and Protection Clauses for Vendor Contracts" (the "Addendum") located on Purchaser's website [www.tateandylesugars.com](http://www.tateandylesugars.com) under the tab "Terms & Conditions" are incorporated herein and form a part of the Contract to the extent Contractor will be provided with or have access to Personal Information (as defined in the Addendum) in connection with Contractor's provision of Goods and/or services.