

NETWORK RAIL 3

Network Rail Conditions of Contract for Construction & Engineering Services [brief description]

Signed by: _____

for and on behalf of Network Rail

Signed by: _____

for and on behalf of the Supplier

Agreement/Contract No.: [Insert]

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Contract Agreement

This Agreement is made the day of 20.....

Between

NETWORK RAIL INFRASTRUCTURE LIMITED a company registered in England under number 2904587 whose registered office is at Kings Place, 90 York Way, London, N1 9AG (“**Network Rail**”)

and

[**NAME OF SUPPLIER**] a [company registered in under number whose registered] office is at [Supplier's Address] (“**the Supplier**”).

Whereas

Network Rail wishes to confirm the appointment of the Supplier to perform the services in relation to [Insert] as described in Schedule 1 to this Agreement.

Now this Agreement witnesseth as follows:

- 1** In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions hereinafter referred to.
- 2** The following documents shall form and be read and construed as part of this Agreement, and in the case of any ambiguity or discrepancy shall have the following order of priority:
 - 2.1** this Contract Agreement;
 - 2.2** Schedule of Post Tender Amendments;
 - 2.3** Appendix;
 - 2.4** Contract Specific Conditions and annexed forms of guarantee and deeds of collateral warranty (if applicable);
 - 2.5** Conditions;
 - 2.6** The Project and Services (Schedule 1);
 - 2.7** Contract Requirements HSQE Conditions (Schedule 2);
 - 2.8** Personnel (Schedule 3); and
 - 2.9** Pricing Document (Schedule 4),all of which are annexed hereto and together form the Agreement.
- 3** In consideration of the payments to be made by Network Rail to the Supplier as hereinafter mentioned the Supplier hereby covenants with Network Rail to provide services in conformity in all respects with the provisions of the Agreement.

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- 4 The parties hereby agree that the Contract Price shall be Insert amount in words (£Insert) or such other sum as shall become payable in accordance with this Agreement.
- 5 Network Rail hereby covenants to pay to the Supplier in consideration of the provision of Services the Contract Price at the times and in the manner prescribed by the Agreement.
- 6 This Agreement shall be governed by English law.

In witness whereof the parties hereto have caused this Agreement to be executed in duplicate on the date first stated above, as follows:

THE COMMON SEAL of)
NETWORK RAIL INFRASTRUCTURE)
LIMITED was affixed to this DEED in the)
presence of:)

Authorised signatory

Authorised Signatory as approved by a resolution of the board of Network Rail Infrastructure Limited on 28th September 2011.

OR

SIGNED for and on behalf of)
NETWORK RAIL INFRASTRUCTURE)
LIMITED)
by:

Authorised signatory

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THE COMMON SEAL of)
.....)
was affixed to this DEED in the presence of:)
)

Director

Director/Company Secretary

OR

SIGNED as a DEED for and on behalf of)
.....)
By)
)

Director

Director/Company Secretary

OR

SIGNED for and on behalf of)
.....)
By)
)

Director

Schedule of Post Tender Amendments

The following comprise the post tender amendments expressly agreed between Network Rail and the Supplier and form part of this Contract:

None

Appendix

(Note: Relevant clause numbers are shown in brackets)

- | | | |
|---|--|---|
| 1 | Network Rail's Representative (clause 1.1.6) | [Insert] |
| 2 | Network Rail's Public Liability Insurance (clause 8.3.1) | £155,000,000 (one hundred and fifty five million pounds) subject to a Nil value excess for injury and £10,000 excess for each and every other occurrence. |
| 3 | Network Rail's Property Insurance (clause 8.3.2) | £450,000,000 (four hundred and fifty million pounds) subject to a £10,000 (ten thousand pound) excess. |
| 4 | The Supplier's Public Liability Insurance (clause 8.4.1) | £5,000,000 (five million pounds) |
| 5 | The Supplier's Professional Indemnity Insurance (clause 8.4.2) | £10,000,000 (ten million pounds), subject to any customary terms, exclusions and excesses prevailing in the insurance market and which may be subject to an annual aggregate limit. |
| 6 | Commencement date (clause 9.1) | [Insert Date] |
| 7 | Key dates for performance of Services (clause 9.2) | |

Deliverables

Completion dates

- | | | |
|----------|--|---|
| [Insert] | [Insert Date] | |
| [Insert] | [Insert Date] | |
| [Insert] | [Insert Date] | |
| [Insert] | [Insert Date] | |
| [Insert] | [Insert Date] | |
| 8 | Parent company guarantee (clause 19.2) | [Required / Not Required / Provided via Framework PCG] |
| 9 | Addresses for Notices (clause 21) | Network Rail:
Address: [Insert]

The Supplier:
Address: [Insert]
or such other address or facsimile number as may be notified in writing from time to time by the relevant party to the other party. |
| 10 | Site Security (clause 26) | [Shall apply / Shall not apply] |

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- 11** Site investigation, contamination and pollution (clause 27) [Shall apply / Shall not apply]
- Pre-approved limit for additional investigations (clause 27.3) [£ Insert]
- 12** Speed Restrictions, Track Possessions and/or Isolations (clause 28) [Shall apply / Shall not apply]

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Conditions

1. Definitions and Interpretation

- 1.1 In this Agreement the following words shall have the following meanings:
- 1.1.1 “**Agreed Rail Industry Period**” means each or any of Network Rail’s thirteen accounting periods in its financial year starting on 1st April;
 - 1.1.2 “**Claims Allocation and Handling Agreement**” means the railway industry Claims Allocation and Handling Agreement made 1 December 2009 or as subsequently amended;
 - 1.1.3 “**Contract Price**” means the sum specified in Schedule 4, as adjusted from time to time in accordance with this Agreement, to be paid by Network Rail to the Supplier in consideration for the Supplier’s performance of the Services;
 - 1.1.4 “**Contract Requirements HSQE Conditions**” means the document described as such and referred to in the Agreement;
 - 1.1.5 “**Intellectual Property**” means all intellectual and industrial property and all rights therein in any part of the world including, without limiting the generality of the foregoing, any patent, patent application, trade mark, trade mark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, know-how, specification, improvement, technique, copyright, unregistered design right, technical information or drawing including rights in computer software, database rights, topography rights;
 - 1.1.6 “**Network Rail’s Representative**” means the person designated as such in the Appendix or as notified by Network Rail to the Supplier from time to time;
 - 1.1.7 “**Post Tender Amendments**” means the Conditions specific to this Agreement which are set out in the attached Schedule of Post Tender Amendments;
 - 1.1.8 “**Pricing Document**” means Schedule 4;
 - 1.1.9 “**Services**” means the services to be performed by the Supplier as specified in Schedule 1 or as may be varied by Network Rail from time to time in accordance with this Agreement;
 - 1.1.10 “**Sub-Contractor**” means any sub-contractor of the Supplier including sub-contractors of any such sub-contractors;
 - 1.1.11 “**Variation of Services**” means variations additions or other amendments to the Services provided they fall within the competency and control of the Supplier.
- 1.2 Any reference to Appendix or clause sub-clause or Schedule is to the relevant clause or sub-clause of these Conditions or the relevant Appendix or Schedule to this Agreement.
- 1.3 The headings are included for convenience only and shall not affect interpretation of this Agreement.
- 1.4 Use of the singular includes the plural and vice versa.
- 1.5 Use of any gender includes all genders.
- 1.6 Any reference to a statute or statutory instrument shall be construed as referring to any modification extension or re-enactment thereof from time to time.

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- 1.7 Any phrase introduced by the term “including” shall be construed as illustrative and without limitation.

2. Duties of the Supplier

- 2.1 The Supplier warrants that it has exercised and will continue to exercise in the performance of the Services all the reasonable skill care and diligence as may be expected of a properly qualified and competent member of the Supplier's profession experienced in carrying out services in relation to a project (if any) of a similar size scope and complexity to the Services.
- 2.2 The Supplier shall comply with all statutory legislation, Network Rail Standards and Railway Group Standards and observe Network Rail's policies in Contract Requirements HSQE Conditions (as set out in Schedule 2) notified to the Supplier from time to time prior to the performance of the Services.
- 2.3 The Supplier shall exercise the standard of skill, care and diligence referred to in clause 2.1 in it's compliance with any codes of practice and British Standards.
- 2.4 The Supplier shall be responsible for the accuracy of all and any documents prepared by it or on its behalf. Neither Network Rail's approval of any such documents nor its failure to discern any defect in or omission from any such documents shall absolve or relieve the Supplier from any of its responsibilities duties and obligations under this Agreement.
- 2.5 Except as stated in clause 9.2 or with respect to the Supplier's liability for death and personal injury, the Supplier's liability for any breach of its obligations under this Agreement whether in contract, tort, delict or otherwise, shall not exceed the sum of £10,000,000.00 in the aggregate.
- 2.6 If there is a change in law, Railway Group Standards or Network Rail Standards affecting the Services after the date of this Agreement which necessitates a variation of the Services, such variation shall be treated as if it were a Variation of Services pursuant to clause 7.

3. Network Rail's Obligations

Network Rail on the request of the Supplier shall supply in such time as may be reasonable any data and information in its possession necessary and relevant to the performance of the Services.

4. Contract Price and Payment

- 4.1 The Contract Price shall be calculated in accordance with Schedule 4. The Contract Price excludes Value Added Tax that will be charged at the rate applicable at the time of invoicing. The Supplier shall provide suitable Value Added Tax invoices to enable Network Rail to reclaim the relevant Value Added Tax.
- 4.2 Either on completion of Services deliverables or after the end of each Agreed Rail Industry Period, as detailed in Schedule 4, the Supplier shall present to Network Rail's Representative an application stating the total amount due supported by documentation and other information required by Network Rail's Representative including a statement of the basis of calculation of the application. Provided the Supplier complies with this clause, payment shall be due 14 days after the submission of the Supplier's application (the “Due Date”).

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- 4.3 Not later than the Due Date Network Rail's Representative shall give the Supplier written notice stating the amount that Network Rail considers due on the Due Date, to what the amount relates and the basis on which the amount is calculated. Such notice shall be given even if the amount that Network Rail considers to be due is zero.
- 4.4 If a payment is due from Network Rail to the Supplier, the Supplier shall render a valid VAT invoice to Network Rail:
- 4.4.1 either in the sum stated in the notice issued in accordance with clause 4.3 or in the absence of such notice, in the sum stated in the Supplier's application under clause 4.2; and
 - 4.4.2 which includes the correct agreement/contract number and the purchase order number and is addressed to "Network Rail, Accounts payable, P.O. Box 4145, Manchester M60 7WZ."
- 4.5 Provided that the Supplier renders a valid VAT invoice to Network Rail in accordance with clause 4.4, the final date for payment shall be 7 days from the Due Date or 7 days from Network Rail's receipt of the Supplier's valid invoice, whichever is the later.
- 4.6 If a payment is due from Network Rail to the Supplier, Network Rail may pay to the Supplier less than the sum stated in the notice issued in accordance with clause 4.3 or in the absence of such notice, less than the sum stated in the Supplier's application under clause 4.2 provided that not later than 1 day before the final date for payment Network Rail's Representative has given a written notice (the "Pay Less Notice") to the Supplier which specifies:
- 4.6.1 the sum that Network Rail considers to be due on the date the notice is served having taken account of any amount to be withheld from the payment; and
 - 4.6.2 the basis on which that sum is calculated including grounds for any sums withheld.
- 4.7 If the application of clauses 4.1 to 4.3 (inclusive) results in a payment being due from the Supplier to Network Rail, the Supplier shall issue a valid credit note to Network Rail within 5 days of the issue of Network Rail's notice under clause 4.3 and the final date for payment of this sum shall be 30 days after the notice under clause 4.3 is issued, whether or not a credit note has been issued by the Supplier.
- 4.8 If Network Rail fails to pay the Supplier any sum properly payable under this Agreement by the final date for payment Network Rail shall pay the Supplier simple interest on that sum from the relevant final date for payment until the actual date of payment calculated at a rate of 4% per annum above the Bank of England Base Rate current at the date that a payment under this Agreement becomes overdue.
- 4.9 The amount due shall be the amount assessed in accordance with this Agreement less any sums deductible from the Supplier or payable from the Supplier to Network Rail either under clause 5 or for any other reason (including without limitation for losses arising from the Supplier's breach of contract).

5. Set-off

Without prejudice to Network Rail's other rights and remedies, Network Rail may deduct from any sums payable to the Supplier under this Agreement an amount equivalent to any sum payable by or recoverable from the Supplier to Network Rail (whether such sums are payable by or recoverable from the Supplier under this Agreement or under any other agreement between the Supplier and Network Rail)

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and may also deduct any sum then payable by or recoverable from the Supplier or which at any time thereafter may be payable by or recoverable from the Supplier under any other agreement between the Supplier and Network Rail. Network Rail shall in the Pay Less Notice give to the Supplier notice of any such deduction or set-off and such notice shall specify:

- 5.1 the sum that Network Rail considers to be due on the date the notice is served having taken account of any amount to be withheld from the payment; and
- 5.2 the basis on which that sum is calculated including the grounds for any sums withheld.

6. Supply of Information

The Supplier shall at all times keep Network Rail fully informed on the performance of the Services and shall further provide Network Rail from time to time with all such information as Network Rail may in its opinion reasonably require at no cost to Network Rail.

7. Variation of Services

- 7.1 Network Rail may require the Supplier to undertake Variation of Services
- 7.2 Where Network Rail's Representative has instructed Variation of Services then the Contract Price shall be adjusted in accordance with clause 7.3.
- 7.3 Where there is to be a Contract Price adjustment under clause 7.2 Network Rail and the Supplier shall endeavour to agree on the required adjustment. Once so agreed in writing any such adjustment shall be binding on the parties as the full and final Contract Price adjustment in respect of the Variation of Services. Where the parties fail to agree on a Contract Price adjustment Network Rail's Representative may nevertheless instruct the Supplier to implement the Variation of Services and shall state (at Network Rail's discretion) whether the resulting Contract Price adjustment shall be:
 - 7.3.1 calculated on the basis of the rates as set out in Schedule 4 (if applicable); or
 - 7.3.2 a lump sum calculated on a fair and reasonable basis having regard to the nature of the Variation of Services.
- 7.4 Unless or until Network Rail's Representative confirms his instructions in writing to proceed with any such Variation of Services the Supplier shall not perform any such Variation of Services.
- 7.5 No additional sum shall be payable to the extent that any of the Variation of Services are necessitated in whole or in part by any negligence omission or default on the Supplier's part.
- 7.6 In the event that Network Rail's Representative pursuant to this clause instructs any Variation of Services they shall be deemed to be part of the Services for the purposes of this Agreement.

8. Indemnity and Insurance

- 8.1 The Supplier shall be liable for and shall indemnify Network Rail against all and any loss, damage, cost, expense, liability, claims and proceedings whatsoever in respect of:
 - 8.1.1 any personal injury to or death of any person; and

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8.1.2 any loss of or damage to any property

due to the acts, neglect, error, or omission by the Supplier or any of its employees, agents or representatives in the course of the performance of the Services whilst on or around Network Rail's property or other site or premises relevant to the Services save to the extent that the same was caused or contributed to by Network Rail's breach of this Agreement or by the negligent act or omission of Network Rail or any of its employees, agents or representatives. This indemnity shall be subject to the limitation of the Supplier's liability pursuant to clause 2.5 save that clause 2.5 shall not limit the Supplier's liability for death and personal injury.

8.2 The Supplier acknowledges that in the event that any negligence or breach of this Agreement by the Supplier causes an unplanned interruption in the use of track or station areas or other railway infrastructure Network Rail may incur penalties and liabilities for this under its contractual and regulatory arrangements with third parties including passenger train and freight train operators. The Supplier shall have regard to such considerations when performing the Services.

8.3 Without prejudice to the Supplier's obligations to indemnify Network Rail under clause 8.1, Network Rail shall take out and maintain:

8.3.1 a policy in the joint names of the Supplier and Network Rail against liabilities for death of or injury to any person (other than any person in the employment of the Supplier) or loss of or damage to any property (other than property of Network Rail or the Supplier) arising out of the physical performance of the Services whilst on or around the Network Rail worksite(s) relevant to the Services, for a sum not less than that stated in the Appendix for any one occurrence or series of occurrences arising out of one event;

8.3.2 self-insurance and a policy or policies of insurance with a waiver of subrogation in favour of the Supplier in respect of loss or damage to the property of the Employer (but not the property of the Supplier) and business interruption costs consequent upon such loss or damage arising out of the physical performance of the Services whilst on or around the Network Rail worksite(s) relevant to the Services, for a sum not less than that stated in the Appendix for any one occurrence or series of occurrences arising out of one event.

8.4 Network Rail shall not be responsible for any amounts in excess of the limits of indemnity and sums insured or retained liability or risks not insured or excluded by the terms, exceptions or conditions of Network Rail's policies described in 8.3 and the Supplier shall for the duration of the Services:

8.4.1 maintain at its own cost public liability insurance for an amount not less than the sum stated in the Appendix for any one occurrence or series of occurrences arising out of one event;

8.4.2 maintain at its own cost until the date 12 years after either the date of completion of the Services or earlier termination of the Supplier's appointment under this Agreement whichever is the sooner, professional indemnity insurance to ensure that its activities under this Agreement are insured and remain insured for an amount not less than the sum stated in the Appendix for any one claim or series of claims arising out of any one event, provided always that such insurance is available at commercially reasonable rates (with any increased or additional premium required by insurers by reason of the Supplier's insurance record or other matters particular to the Supplier

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being considered to be within commercially reasonable rates);

- 8.4.3 ensure that the foregoing insurance policy or policies shall be or are effected with reputable and established insurers upon customary and usual terms and conditions prevailing for the time being in the insurance market; and
- 8.4.4 from time to time on request produce evidence that the Supplier is insured in accordance with the requirements of this clause and immediately notify Network Rail of the cancellation or withdrawal of any such insurance.
- 8.5 The terms and conditions of the Supplier's insurance effected in accordance with this clause shall not include any term or condition that excludes the Third Parties (Rights Against Insurers) Act 1930. A summary of the insurance policies taken out and maintained by Network Rail under clause 8.3 may be provided to the Supplier on request.
- 8.6 Subject to sub-clause 8.7 the provisions of the Claims Allocation and Handling Agreement shall apply to the Supplier and the Supplier shall provide its insurers with a copy of the Claims Allocation and Handling Agreement.
- 8.7 The parties agree that clause 17 of the Claims Allocation and Handling Agreement shall not apply to this Agreement.
- 8.8 Nothing in this Agreement is intended to be construed as creating an employee – employer relationship between Network Rail and any worker, operative or other employee of the Supplier. In the event that Her Majesty's Revenue and Customs make an assessment that Network Rail is liable for any income tax, PAYE, National Insurance Contributions, interest or penalties in respect of the Supplier's workers, operatives or other employees the Supplier will indemnify Network Rail in full in respect of such assessment.
- 8.9 The obligations under this clause shall continue notwithstanding termination of this Agreement for any reason whatsoever including breach by Network Rail.

9. Duration of the Agreement and Progress of the Services

- 9.1 This Agreement shall be effective from the commencement date stated in the Appendix.
- 9.2 The Supplier warrants and undertakes to Network Rail to progress the Services with due diligence having regard to any key dates for performance of the Services set out in the Appendix or as otherwise agreed by the parties. The Supplier's liability under this sub-clause shall not exceed the Contract Price.
- 9.3 Notwithstanding completion of the performance of the Services or suspension and/or termination in accordance with clause 14 both parties shall remain bound by this Agreement insofar as and for so long as may be necessary to give effect to the parties' respective rights and obligations hereunder subject to the relevant periods of statutory liability under the Limitation Act 1980.

10. Assignment and Sub-contracting

- 10.1 Network Rail shall be entitled to assign charge or transfer this Agreement or any of its rights under it at any time provided always the appointments of the other consultants and the building contract (as relevant) are similarly and contemporaneously assigned, charged or transferred.

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- 10.2 The Supplier shall not assign charge or transfer this Agreement or any of its rights under it without the prior written consent of Network Rail.
- 10.3 The Supplier shall not sub-contract to or allow any other person to perform any of the Services without Network Rail's Representative's prior written consent (such consent not to be unreasonably withheld). The Supplier shall remain responsible for the performance of any services so sub-contracted as if the sub-contracting had not occurred.

11. Intellectual Property

- 11.1 The Intellectual Property which the Supplier has supplied to Network Rail in accordance with this Agreement and which the Supplier has created and/or developed for the purposes of performing its obligation under this Agreement shall remain vested in the Supplier but the Supplier hereby grants to Network Rail an irrevocable royalty free non-exclusive licence to copy use adapt and reproduce the Intellectual Property for any purpose whatsoever in connection with Network Rail's permitted business. Such licence shall carry with it the right to grant sub-licences and shall be transferable to third parties.
- 11.2 The Supplier shall indemnify Network Rail against all loss damage costs and expenses for which Network Rail is or becomes liable as a result of any infringement or alleged infringement by the Supplier of any third party's intellectual property rights.
- 11.3 The Supplier shall not be liable for any use of the Intellectual Property for any purpose other than that for which it was originally prepared or supplied by the Supplier.

12. Personnel

- 12.1 The Supplier's personnel listed in Schedule 3 shall carry out the Services unless otherwise agreed with Network Rail's Representative.
- 12.2 Network Rail's Representative shall be entitled on written notice to require the Supplier to terminate immediately any person's involvement with the provision of the Services when in the opinion of Network Rail's Representative it considers it undesirable and/or unnecessary for them to continue. The Supplier shall if so required by Network Rail's Representative as soon as reasonably practicable replace any person so removed with a suitable person to be agreed by Network Rail's Representative.

13. Confidentiality and Announcements

- 13.1 Save to the extent that it is necessary in order to comply with any obligations under this Agreement, the Supplier acknowledges and agrees that neither it nor its respective accountants, legal advisers and insurers shall provide a copy of this Agreement or information passed under this Agreement or disclose disseminate and/or publicise or cause or permit to be disclosed disseminated and/or publicised any of the terms and conditions of this Agreement or information passed under this Agreement in whole or in part to any individual and/or entity not a party to this Agreement except as follows:
- 13.1.1 in response to an order of a court of competent jurisdiction, or in response to an appropriate subpoena or discovery request issued in the course of litigation; and/or

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- 13.1.2 in response to an enquiry or order issued by a government or supra-governmental agency of competent jurisdiction; and/or
 - 13.1.3 to the extent necessary to report income to appropriate taxing authorities and/or to contest the imposition of any tax by appropriate taxing authorities; and/or
 - 13.1.4 to the parties' respective accountants, legal advisers and insurers; and/or
 - 13.1.5 in connection with any litigation between the parties relating to this Agreement; and/or
 - 13.1.6 to the extent required in order to comply with applicable laws and/or regulations.
- 13.2 The Supplier shall not make any announcement relating to this Agreement or its subject matter without the prior written approval of Network Rail except as required by law or by any legal or regulatory authority.
- 13.3 The restrictions contained in this clause shall survive the termination of this Agreement and shall continue without limit of time.

14. Termination and Suspension

- 14.1 Network Rail may terminate immediately the Supplier's appointment under this Agreement at any time on notice in writing to the Supplier.
- 14.2 Network Rail may suspend the performance of any or all of the Services by giving reasonable notice in writing to the Supplier.
- 14.3 The Supplier shall resume the performance of the Services on reasonable written notice from Network Rail's Representative. If Network Rail's Representative has not served such notice within 12 months of suspension under clause 14.2 then this Agreement shall terminate.
- 14.4 If notice of resumption of the Services is served in accordance with sub-clause 14.3 this Agreement will continue.
- 14.5 Upon termination of this Agreement under sub-clause 14.1 or 14.3 and subject to sub-clause 14.6 the Supplier shall be entitled to such proportion of the Contract Price as represents a fair and reasonable value of that part of the Services carried out at the date of termination and a sum being the amount of any expenditure reasonably incurred by the Supplier in the expectation of completing the whole Services insofar as such expenditure has not been recovered by any other payments under this Agreement, provided always that the Supplier shall not be entitled to recover any loss of anticipated profit as a result of such termination.
- 14.6 Where Network Rail has terminated the Supplier's appointment under this Agreement by reason of material breach by the Supplier, which breach the Supplier has failed to remedy within 14 days of being given written notice to do so by Network Rail's Representative, or where the Supplier:
- 14.6.1 is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the Supplier under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of Network Rail

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means that the Supplier may be unable to pay its debts; or

- 14.6.2 being an individual or if the partnership or any partner (where the Supplier is a partnership) shall become bankrupt or in Scotland have his or its estates sequestrated or shall become apparently insolvent as defined in the Bankruptcy (Scotland) Act 1985 or shall enter into a trust deed for his or its creditors, or make a composition or arrangement with his or its creditors;

then Network Rail without prejudice to any other claims that it may have shall be entitled to claim from the Supplier all reasonable costs expenses and damages arising from such termination including (but not limited to) all such costs expenses and damages arising from employing and paying other persons to carry out and complete the Services and to make good defects.

15. Waiver

The failure or delay by any party to enforce at any time or for any period any of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

16. Data Protection Act 1998

The Supplier shall take all necessary steps under the Data Protection Act 1998 (including, where appropriate, the procurement of any consent) to allow for disclosure to appropriate Network Rail personnel of all information required by this Agreement.

17. The Contracts (Rights of Third Parties) Act 1999

Without prejudice to clause 20.7, no term of this Agreement is intended by the parties to be enforceable by a third party.

18. Adjudication

If any dispute or difference arises under out of or in connection with this Agreement then either party may refer any such dispute to an Adjudicator for adjudication in accordance with the following provisions:

- 18.1 the Scheme for Construction Contracts SI No. 649 of 1998 shall apply; and,
- 18.2 if the parties are unable to agree on a person to act as adjudicator then the adjudicator shall be nominated at the request of either party by the President or Vice President for the time being of the Technology and Construction Bar Association; and
- 18.3 the Adjudicator's decision is binding until the dispute or difference is finally determined by the Courts as provided in clause 24.

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19. Collateral Warranties and Performance Security

- 19.1 The Supplier shall, within 7 working days of Network Rail's Representative's request so to do, execute in favour of any person or persons nominated by Network Rail who have entered into or intend to enter into an agreement for the provision of finance in connection with a project or scheme to which the Services relate and/or for the purchase of an interest, whether leasehold or freehold, in the land upon which such a project or scheme or any part of them are situated a collateral warranty in the form annexed in the Contract Specific Conditions.
- 19.2 Where specified in the Appendix the Supplier shall obtain and provide to Network Rail, forthwith upon entry into this Agreement, a parent company guarantee in the form annexed in the Contract Specific Conditions from the Supplier's ultimate holding company. For these purposes "ultimate holding company" shall mean the parent company of the group of companies of which the Supplier is a member (as each of those terms is defined in s.170 of the Taxation of Chargeable Gains Act 1992).
- 19.3 The Supplier's compliance with clauses 19.1 and 19.2 shall be a condition precedent to any obligation on the part of Network Rail to make any payment that may otherwise be due under this Agreement and the Supplier acknowledges that it has no entitlement either to receive payment or to exercise any rights in respect of non-payment arising under this Agreement unless and until the Supplier has provided a parent company guarantee or collateral warranty in accordance with clause 19.1 and clause 19.2 if so required.

20. TUPE AND AWR

Notwithstanding anything to the contrary elsewhere in this Agreement:

- 20.1 the Supplier shall be responsible for and shall indemnify and keep indemnified Network Rail from and against all and any costs claims expenses damages demands actions losses and liabilities arising out of or in connection with any claim in respect of any person which arises or is alleged to arise by reason of the operation of and failure of the Supplier to comply with the Agency Worker Regulations 2010 or by reason of the operation of and failure of the Supplier to inform and consult under the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") (as either Regulation may be amended or re-enacted from time to time), save to the extent that such liability arises due to the failure of Network Rail to comply with its obligations under the Regulations;
- 20.2 on the anniversary of the commencement date and quarterly in the last 12 months prior to completion of the Services, the Supplier shall where TUPE is likely to apply provide Network Rail with a list of names ages addresses and national insurance numbers of all persons who are who have been or who may be at any time concerned with the Services or any part thereof specifying their job title job description basic salary bonus and all other emoluments and benefits periods of continuous employment the percentage of the time that they have worked on the Agreement details of any agreements entered into with employee representative bodies in relation to such persons and such other requirements as Network Rail may reasonably require (altogether the "Employee Data");
- 20.3 in the last 12 months prior to completion of the Services, the Supplier shall (and shall procure that any Sub-Contractor shall) provide to the people engaged in the performance of the Services written contracts of employment or statements of terms of employment in either case complying with the requirements of Section 1 of the Employment Rights Act 1996 and retain copies of such documents together with such other documentation and PAYE records as may

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reasonably be required by Network Rail ("Personnel Records") and shall where TUPE is likely to apply within 28 days of Network Rail Representative's request whether during the performance of the Services or following the end of this Agreement (whether lawfully or otherwise) deliver up to Network Rail or to such person as Network Rail may nominate the Employee Data such copies of the Personnel Records as may be required by Network Rail and to the extent not otherwise provided any employee liability information pursuant to and in accordance with Regulation 11 of TUPE. Network Rail may communicate such information to persons intending to tender to execute works of the nature of the Services;

- 20.4 the Supplier shall not (and shall procure that any Sub-Contractor shall not) (where TUPE is likely to apply) in the last 6 months prior to completion of the Services without the prior written permission of Network Rail vary or purport or promise to vary (in the employee's favour) the terms of the contract of employment of any person engaged wholly or principally in the execution of the Services;
- 20.5 the Supplier shall not (and shall procure that any Sub-Contractor shall not) (where TUPE is likely to apply) without the prior written consent of Network Rail create or grant or promise to create or grant terms or conditions of employment for any new employee engaged wholly or principally in the execution of the Services if and to the extent that such terms or conditions are materially different to the terms or conditions of employment of equivalent or nearest equivalent existing employees (which themselves comply with sub-clause 20.4) at the date of commencement of employment of such new employee;
- 20.6 the Supplier shall (and shall procure that any Sub-Contractor shall) (where TUPE is likely to apply) at all times comply with its information and consultation obligations under Regulation 13 of TUPE; and
- 20.7 the Supplier shall indemnify and keep indemnified Network Rail and any successor supplier against all costs claims expenses damages demands actions losses and liabilities arising out of or in connection with any claim or demand arising out of or in connection with any act or omission of the Supplier or any Sub-Contractor during the term of this Agreement and which Network Rail or the successor supplier incurs:
- (i) in relation to any one or more employees whose employment has transferred or is alleged to have transferred to Network Rail and/or a successor supplier pursuant to TUPE and/or this Agreement; and/or
 - (ii) as a result of the Supplier's breach of this clause 20.4, 20.5 and/or 20.6;
- and such a successor supplier can directly enforce the indemnity in its favour provided for by this sub-clause 20.7.

21. Notices

All notices given under this Agreement shall be in writing and shall be served by personal delivery by pre-paid registered or recorded delivery post (or registered airmail in the case of an address for service outside the United Kingdom) to the persons and the addresses set out in the Appendix (or as otherwise notified by the relevant party hereunder). A notice shall be deemed to have been received:

- 21.1 if delivered personally at the time of delivery;
- 21.2 if pre-paid recorded delivery or registered post 48 hours from the date of posting; and

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21.3 if registered airmail 5 days from the date of posting.

Provided that if deemed receipt occurs before 9am on a business day the notice shall be deemed to have been received at 9am on that day and if deemed receipt occurs after 5pm on a business day or on any day that is not a business day the notice shall be deemed to have been received at 9am on the next business day. For the purpose of this clause "business day" means any day that is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.

22. Entire Agreement

This Agreement and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

23. Changes

No change to this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

24. Governing Law Jurisdiction and Limitations

This Agreement shall be governed by and construed in accordance with English law and subject to clause 19 the parties submit to the exclusive jurisdiction of the English Courts.

25. Anti-Bribery Requirements

25.1 The Supplier shall comply with all applicable anti-bribery and anti-corruption legislation including, without limitation, the Bribery Act 2010 and any applicable European Union Directives. The Supplier shall also comply with Network Rail's codes and policies on business ethics, interests in transactions and corporate hospitality, and any updates thereof. Any breach of this clause shall be deemed a material breach under this Contract. (Note: These codes and policies are available on line at: <http://www.networkrail.co.uk/asp/12859.aspx>)

25.2 Throughout the term of this Contract the Supplier shall maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with all applicable anti-bribery and anti-corruption legislation and European Union Directives. Adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of the Act).

25.3 The Supplier shall use all reasonable endeavours to ensure that all persons associated with the Supplier (as defined by section 8 of the Bribery Act 2010) including any subcontractors and suppliers comply with clauses 25.1 and 25.2 above.

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If so indicated in the Appendix the following clauses shall apply where the Supplier is required to carry out site investigation services.

26. Site Security

- 26.1 The Supplier shall maintain a record of all visitors to the site(s) and shall, if and when instructed by Network Rail's Representative, give to Network Rail a list of names of all persons who have or are expected to visit the site(s), specifying the capacities in which they are so concerned, and giving such other particulars as Network Rail's Representative may reasonably require. The Supplier shall take all reasonable steps and all steps required by this Agreement to prevent unauthorised persons being admitted to the site(s).
- 26.2 Where access to the site(s) is required by way of Network Rail's land, the route of such access shall be approved by Network Rail's Representative. The Supplier shall be responsible for ensuring that no person employed on its behalf trespasses beyond the agreed limits of the working area or access route and shall, if required so to do, provide and maintain to the satisfaction of Network Rail's Representative temporary fencing of an approved type to prevent trespass on the railway or neighbouring land.
- 26.3 Passes are required for admission to the site(s) and Network Rail shall either issue them to the Supplier or arrange for their issue by the Supplier. The Supplier shall submit to Network Rail a list of the names of the relevant employees and other persons issued or to be issued with passes, and any other information which Network Rail's Representative reasonably requires. The passes shall be returned at any time on the demand of Network Rail's Representative and in any case on the completion of the Works.

27 Site investigation, contamination and pollution

- 27.1 If during any site investigations, the Supplier encounters unforeseen contamination or hazardous conditions it shall immediately:
- (a) inform Network Rail;
 - (b) take whatever steps if considers necessary to protect its staff and other persons and property and to secure the site insofar as is possible or safe;
 - (c) notify any local or other authority of any potential risk to public health or safety;
 - (d) notify Network Rail of the Supplier's assessment of the nature of the contamination or hazard.

If as a result of encountering such conditions it is necessary in the Supplier's opinion, whether for reasons of safety or protection of persons and property or otherwise to suspend the Services or part of the Services, it shall do so forthwith taking whatever steps may be necessary to secure the site and exclude access by unauthorised persons.

- 27.2 If the investigation is more hazardous than could have been foreseen, Network Rail shall:
- (a) after discussion with the Supplier and any local or other authority confirm or amend the steps taken by the Supplier under clause 27.1(b);
 - (b) confirm or amend any suspension of the Services;

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(c) issue a Variation of Services to which clause 7 shall apply.

- 27.3 If during the carrying out of the Services, the Supplier shall encounter ground or geological conditions or other physical conditions which in its opinion make it necessary for the effectiveness of the investigation or for the adequacy of any report to vary the investigation or to continue the investigation to a greater extent than specified in this Agreement, it shall advise Network Rail immediately and request a Variation of Services. In the event that Network Rail's representative is not available to issue a Variation of Services, the Supplier may continue such operations or change the mode of operation at its own discretion provided the additional cost of such changes does not exceed the sum specified in the Appendix. Any such change to the investigation shall be treated as though it was carried out pursuant to a Variation of Services and clause 7 shall apply, unless Network Rail decides that the change was unnecessary.
- 27.4 On completion of a borehole to its specified depth or to a greater depth under clause 27.3 the Supplier may unless this Agreement provides otherwise backfill the boreholes in accordance with good practice
- 27.5 If this Agreement shall require or Network Rail directs the Supplier to make available on the site or elsewhere the services of suitably qualified persons for the description of soils and rocks, logging of trial pits, carrying out of geological and geotechnical appraisals, other intrusive surveys, other technical and advisory services (as appropriate) and the preparation of technical reports, the extent and scope of the service required shall be specified in the description of Services (Schedule 1).

28 Speed Restrictions, Track Possessions and/or Isolations

- 28.1 The Supplier shall in all cases submit written notice to Network Rail confirming any speed restrictions, track possession or isolation requirements in accordance with Network Rail's current planning procedures (or as otherwise laid down in this Agreement) in advance of any proposed commencement of Services on or near the railway lines.
- 28.2 Network Rail reserves the right to cancel or alter the dates and times of the agreed speed restrictions, track possessions or isolations at short notice if this proves necessary because of any emergency affecting the safe or uninterrupted running of rail traffic, but in such an event alternative arrangements will be made as soon as Network Rail's programme permits.
- 28.3 Where any part of the Services has to be carried out during an agreed period of a speed restriction, track possession or isolation, the Supplier shall make adequate arrangements to ensure that such part can commence as programmed, and can be completed as early as possible, and in any case within that period. The arrangements shall include the provision of sufficient and suitable equipment (including, where practicable, standby equipment) and sufficient labour.
- 28.4 Prior to the commencement of any speed restriction, track possession or isolation, if Network Rail's Representative is of the opinion that the Supplier has failed to comply with the requirements of this clause, he may at his discretion cancel the speed restriction, track possession or isolation, or reduce the extent of the Services that the Supplier may carry out during such speed restriction, track possession or isolation, and shall notify the Supplier accordingly.
- 28.5 If, during a speed restriction, track possession or isolation, Network Rail's Representative is of the opinion that the Supplier will be unable to complete the planned Services (or any revision

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thereof proposed by the Supplier) to his satisfaction so as to permit the termination of the speed restriction, track possession or isolation at the time agreed, then Network Rail's Representative may instruct the Supplier to reduce the extent of or vary the dates and times of the Services to be carried out during such speed restriction, track possession or isolation.

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Contract Specific Conditions

None

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Contract Requirements

Schedule 1. Project and Services

Schedule 2. Contract Requirements HSQE Conditions

Schedule 3. Personnel

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Schedule 1: The Project and Services

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Reporting of Environmental Incidents

Periodic Environmental Performance Reports

Contract Specific requirements *Delete this heading if not used.*

Appendix A - Periodic Safety Report*

Attach a suitable document or delete this heading if not used.

Health and Safety - General

1 Legislation and Standards

1.1 The Supplier shall comply with all applicable health and safety:

- European Union (EU) Directives;
- Legislation;
- Group Standards;
- Railway Safety and Standards Board (RSSB) Guidance Notes; and
- Network Rail Standards;

including, without limitation:

EU Directives, Legislation, Approved Codes of Practice and Guidance Notes

Confined Spaces Regulations
Construction (Design and Management) Regulations
Control of Substances Hazardous to Health Regulations
Control of Asbestos Regulations
Dangerous Substances and Explosive Atmospheres Regulations
Developing and maintaining staff competence Railway Safety Principles and Fire Precautions (Factories, Offices, Shops and Railway Premises) Order
Electricity at Work Regulations - Guidance, Part 3, Section A ^{Note 4}
Display Screen Equipment Regulations
Health and Safety at Work, etc. Act
Health and Safety (Consultation with Employees) Regulations
Health and Safety (First-Aid) Regulations
Health and Safety Information for Employees Regulations
Lifting Operations and Lifting Equipment Regulations
Management of Health and Safety in Construction
Management of Health and Safety at Work Regulations
Management of Health and Safety at Work and Fire Precautions (Workplace) Regulations
Managing Health and Safety in Construction, C(DM) Regs - ACOP
Manual Handling Operations Regulations
Noise at Work Regulations
Personal Protective Equipment at Work
Pregnant and Young Workers Directive
Provision and Use of Work Equipment Regulations
Railway and Other Guided Transport Systems (Safety) Regulations
Reporting of Injuries, Diseases and Dangerous Occurrences Regulations
Regulatory Reform Order (Fire Safety)
Transportation of Dangerous Goods
Temporary Workers Directive
Work at Height Regulation
Workplace (Health, Safety and Welfare) Regulations

Group Standards

GERT8000	Rule Book	This module will contain those amendments previously published in the Periodical Operating Notice. It will also contain amendments published for the first time and amendments that do not justify reissue for the module concerned
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Note : Current Group Standards can be viewed and downloaded at:

www.rgsonline.co.uk

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Railway Safety and Standards Board Guidance Notes

GEGN8532 ^{Note 4}	Guidance Note: Railway Fog Signals	Document provides guidance on the supply, control and disposal of railway fog signals
GOGN3518 ^{Note 4}	Guidance Note: Incident Response Planning and Management	Document gives guidance on interpreting the requirements of RGS GORT3118
GORT3215	Requirements for WON, PON and Sectional Appendix	Document mandates requirements for the production of information related to engineering work, alterations to track and signalling arrangements, local operating instructions and localised amendments to National Operations Publications
ATOCGPG007 ^{Note 4}	ATOC Train Operators Safety Group Good Practice Guide - Selection and Management of Contractors	This Guide provides advice on the selection and management of contractors and other outside parties undertaking work on company premises so as to properly control the risks arising from such work to customers, staff, members of the public and contractors.

Note : Current Railway Safety and Standards Board Guidance Notes can be viewed and downloaded at: www.rgsonline.co.uk

Network Rail Standards

NR/L1/FIR/100	Company Fire Safety Handbook (formerly NR/CS/FIR/100)	<p>Network Rail's Fire Safety Policy mandates requirements applicable to the control of risks arising from fire to the safety of Network Rail workforce, contractors, customers, assets and business activity.</p> <p>This policy is supported by a suite of Level 3 standards for use by the Local Manager nominated as the Person Responsible for Fire Safety (PRFS) within all staffed and un-staffed premises and for those managers responsible for sections of Network Rail Controlled Infrastructure.</p> <p>This policy applies to all Network Rail employees, or contractors, and premises occupied or managed by Network Rail, together with the Network Rail Infrastructure.</p>
NR/L1/OHS/051	Drugs and Alcohol (formerly NR/CS/OHS/051)	The purpose of this standard is to set out Network Rail's policy and related implementation arrangements to control the risks of employees and contractors working for or on behalf of Network Rail being unfit through drugs or alcohol at work. It is designed to deliver compliance with the requirements of the Transport and Works Act 1992, Network Rail's Railway Safety Case and Railway Group Standard GE/RT8070 Drugs and Alcohol.
NR/L1/INI/CP1010	Policy on Working Safely in the vicinity of Buried Services	To set out Network Rail's policy and related implementation arrangements for employees and contractors to be able to work safely in the vicinity of buried services. The objective is to reduce the risk of a buried services strike or near miss incident.
NR/L1/INI/PM/GRIP/100	Governance for Railway Investment Projects (GRIP) – Policy Manual	This Network Rail standard specifies the GRIP Lifecycle, its stages, Stage Gate Reviews and Peer Reviews. This standard is applicable to all enhancement and renewal projects that affect the operational railway or are carried out in a High Street Environment (for example, car park developments) where Investment Approval is required, as defined within IR01, Investment Regulations.
NR/L1/RMVP/0001	Network Rail's Plant and Traction and Rolling Stock (T&RS) Policy	This policy identifies the minimum engineering requirements for all technical and engineering activities related to Plant and Traction and Rolling Stock (T&RS) assets where Network Rail has an engineering responsibility.
NR/L2/OHS/005	High Street Environment and	The purpose of this standard is to specify the

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	conditions for work outside Network Rail controlled infrastructure (formerly NR/SP/OHS/005)	requirements for the segregation of work activities on, or adjacent to, Network Rail Managed Infrastructure (NRM) from railway operations. NR/L2/OHS/005 applies to work which can be segregated from railway operations in such a way that safety risks cannot be transferred from the site of work to the operational railway and vice versa.
NR/L2/INV/002	Accident and Incident Reporting and Investigation (and Supporting Work Instructions and Guidance)	<p>The purpose of this Network Rail standard is to mandate the use of the Reporting and Investigation Manual in order to provide a consistent, comprehensive and structured process:</p> <ul style="list-style-type: none"> • for the reporting of accidents and incidents; • for the investigation of accidents and incidents in order to prevent, or reduce the risk of, their recurrence, without apportioning blame or liability; • that enables information obtained from investigations to be shared with, and used by, organisations with a direct responsibility for maintaining, or improving railway safety. <p>This standard and the Level 3 standards forming the Reporting and Investigation Manual apply to:</p> <ol style="list-style-type: none"> a) Events occurring on Network Rail Managed Infrastructure (NRM); b) Events that do not occur on NRM but which cause, or have the potential to cause, an increase in risk on NRM; c) Events occurring on Network Rail managed stations; d) Accidents involving Network Rail employees whilst on duty, including whilst travelling in road vehicles (whether owned, hired or leased by Network Rail); e) Accidents involving employees of contractors whilst undertaking work for Network Rail; f) Enforcement action taken by the Office of Rail Regulation or other enforcing authority concerning issues relating to operations or activities on or affecting NRM and Network Rail managed stations; g) The specification applies to Judicial Inquiries, RAIB Investigations, Network Rail led Formal and Local Investigations, and investigations led by other Railway Group members.
NR/L2/AIF/1020	Buried Services Data Provision (formerly NR/L2/AMG/1020)	Standard that defines a consistent method for obtaining buried services search information before work commences on site.
NR/L2/INI/CP1030	Working Safely in the Vicinity of Buried Services	Standard that identifies the process for a consistent method of planning a safe system of work and how to work safely with these assets when on site.
NR/L2/AIF/1040	Buried Services Data Feedback (formerly NR/L2/AMG/1040)	To identify the process for the supply of as-built buried services drawings/plans following completion of ground disturbance work on Network Rail infrastructure. The feedback of buried services drawings/plans is a safety essential requirement to be able to advise workers who may undertake further ground disturbance work at the same location and to protect the assets for the future.
NR/L2/INI/CP0047	Application of the Construction Design and Management Regulations to Network Rail Construction Works	The purpose of this standard is to detail the process to be implemented to demonstrate compliance with the Construction (Design and Management) Regulations for all Network Rail construction works.
NR/L2/CTM/014	Competence & Training In Overhead Line Engineering (formerly NR/SP/CTM/014)	This specification sets out the minimum requirements for the training and assessment of people who undertake OLE work that may effect the operational safety of Network Rail controlled infrastructure. It defines processes that shall be implemented and the standards that shall be

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		achieved to ensure that personnel who undertake OLE work are competent to perform the work.
NR/L2/CTM/021	Competence & Training In Track Safety	This specification sets out the minimum requirements for the training and assessment of individuals who undertake Track Safety duties on Network Rail controlled infrastructure. It defines processes that shall be implemented and the standards shall be achieved to ensure that people who are required to go on or near the line are competent.
NR/L2/CTM/205	Competence and Training for the Maintenance of Traction and Rolling Stock and On Track Machines	<p>Defines the minimum requirements for the training and assessment of individuals required to undertake maintenance and/or overhaul work on Traction and Rolling Stock (T&RS) and On-track machine (Including modules on-track plant, which have been deemed to be T&RS assets in order to reduce ambiguity and complexity), which are owned, hired and/or leased by Network Rail, or where Network Rail has an engineering responsibility.</p> <p>This standard applies to any individual who undertakes maintenance, fault finding, repair and overhaul activities of any assets for which Network Rail has engineering responsibility, unless the employer is able to demonstrate fundamental equality in the assurance of an individual's competence by using an alternative system.</p>
NR/L2/MTC/PL0056/ Appendix A	Work and Possession Planning for the Railway Infrastructure (Meetings Management Pack)	Document detailing Possession Planning meetings.
NR/L2/OHS/00120	Pre-employment, pre appointment and periodic testing for Drugs and Alcohol	This procedure sets out the arrangements for routine and pre-appointment medical testing for drugs and alcohol for employees in support of Network Rail's drugs and alcohol policy. The document has been updated to remove "instant" drug testing arrangements for the time being, as the equipment to undertake this kind of testing is not yet available.
NR/L2/OHS/018	Supplier requirements for the approval of medical assessments and Drug and Alcohol Screening and Certification	This document details the minimum requirements for supplier competence, testing, Chain of Custody procedures to be followed and minimum qualification requirements for Occupational Health Practitioners carrying out the medical and screening processes. It also specifies the standard of certification to be issued and the notification of records to the NCCA (National Competency Control Agency).
NR/L2/OHS/019	Safety of People Working On or Near the Line (NR/SP/OHS/019)	<p>To control the risks to personnel from train movements by requiring effective planning of on track activities and establishing a hierarchy of protection and warning methods. To specify the requirements for establishing and publishing details of Green Zone availability and prohibitions on Red Zone working. To support the requirements of the Rule Book by requiring effective safe systems of work to mitigate the risk of people being struck by trains.</p> <p>This specification applies in respect of all work (including walking as a group) on or near the line for Network Rail, outside parties and their contractors and sub- contractors. It also applies to all work done either individually by a Controller of Site Safety (COSS) or Individual Working Alone (IWA) or by groups under the control of a COSS who may also be a Protection Controller (PC).</p>
NR/L2/OHS/020	Track Visitor Permits (formerly RT/LS/S/020)	Specification sets out the arrangements for the issue and control of Visitor Permits in accordance with Railway Group Standard GE/RT8067 to

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		people without Personal Track Safety (PTS) certification.
NR/L2/OHS/021	Personal Protective Equipment and Work Wear (PPE) (formerly NR/SP/OHS/021)	Standard which specifies the minimum standards and requirements for Personal Protective Equipment (PPE) and Work Wear to be worn when working on Network Rail infrastructure.
NR/L2/CTM/011	Competence and Training in Track Engineering	This specification sets out the minimum requirements for the training and assessment of people who undertake track engineering work that may affect the operational safety of Network Rail controlled infrastructure. It defines processes that shall be implemented and the standards that shall be achieved to ensure that personnel who undertake track engineering work are competent to perform the work.
NR/L2/RSE/015	Network Rail Acceptance Panel	The purpose of this standard is to define the purposes of Network Rail Acceptance Panel, as described in Network Rail's Health and Safety management System.
NR/L2/MTC/006	Maintenance and Contents of a Hazard Directory	This specification relates to hazards on Network Rail's controlled infrastructure, access points and other locations (e.g. stations and sidings) on the rail infrastructure. Hazards listed in the directory shall be of a permanent or semi-permanent nature, not of a temporary nature e.g. missing drain cover. Such temporary hazards should be notified to Network Rail staff and contractors responsible for their repair.
NR/L2/INI/02009	Engineering Management for Projects (formerly NR/SP/BUS/02009)	The purpose of this standard is to describe the processes and roles and responsibilities of staff responsible for the management of the technical and engineering requirements of projects for and on behalf of Network Rail.
NR/L2/NDS/202	Engineering Access & NDS Supplied Resources	Improved efficiency of access and resource planning change control and better alignment of resource and access planning activities. Covers overall responsibilities of NDS, Investment Projects, Asset Management and Network Operations in the planning process.
NR/L2/NDS/203	Loading and Securing of Infrastructure Traffic (formerly NR/CS/OPS/071)	To mandate the process for publishing loading patterns and the associated training courses and competence assessment procedures, for infrastructure traffic.
NR/L2/INI/CP0043	Requirements for the Safety Management of Third Party Works (formerly RT/LS/P/043)	This Standard sets out requirements for the application of equivalent controls to be established when external bodies (herein referred to as "Third Parties") wish to specify, manage and/or deliver infrastructure projects upon Network Rail's Managed Infrastructure, and where the works is on the Network Rail Managed Infrastructure, a Network Rail licensed Principal Contractor is employed.
NR/L2/INI/CP0061	Access through Land Belonging to an Outside Party	This standard should be adhered to when an outside party has been identified as having an interest in the delivery of any project. The standard identifies how the delivery team will manage outside interests, what is required from the delivery team during the life cycle of the project and finally where and when the standard must be used.
NR/L2/INI/CP0070	Supplier Licensing (formerly NR/L2/CPR/202)	NR/L2/INI/CP0070 specifies: <ul style="list-style-type: none"> a) specify the arrangements for the licensing of Principal Contractors and Rail Plant Operating Companies in Possessions. b) describe the means by which Network Rail obtains assurance that all reasonably practicable steps have been taken to appoint such specifically competent and adequately resourced suppliers. c) describe how suppliers maintain the validity of their licence(s).
NR/L2/TEL/30151	Design and Installation of Station Cabling	NR/L2/TEL/30151 specifies the requirements applicable to all parties engaged in the design or installation of new works on telecoms cables or cable routes over which services are operated on

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		station infrastructure that is managed or leased by Network Rail, including franchised stations. This standard applies to all new installations.
NR/L2/INI/PM/GRIP/101	Governance for Railway Investment Projects (GRIP) – Project Management	<p>This Network Rail standard specifies:</p> <ul style="list-style-type: none"> the Project Management Products that are delivered for projects that need to adhere to GRIP; high level GRIP Project Management-specific process maps for projects; the conduct of Stage Gate and Peer Reviews. <p>The standard is applicable to all Enhancement and Renewals projects that adhere to GRIP. It supports NR/L1/INI/PM/GRIP/100, which specifies which projects GRIP is applicable to.</p>
NR/L2/CIV/003	Engineering Assurance of Building and Civils Engineering Works (formerly NR/SP/CIV/003)	The purpose of this Standard is to define engineering assurance requirements for design and construction of Building and Civil Engineering Works.
NR/L2/ELP/27311	Engineering Assurance Requirements for Design and Implementation of Electrical Power Engineering Infrastructure Projects	The purpose of this standard is to control the risk to Network Rail's infrastructure and railway operations that may arise as a result of any changes to electrical power assets by mandating an engineering assurance process.
NR/L2/SIG/30003	Engineering Assurance Arrangements for Signalling Engineering Schemes and Services	This document describes the engineering assurance processes for changes to Signalling Infrastructure or changes to other parts of the railway infrastructure which may impact on the continued safe operation of the signalling system.
NR/L2/TEL/30022	Engineering Assurance Arrangements for Communications Engineering Schemes and Services	To define procedures for the technical acceptance requirements for changes to the infrastructure to telecommunications schemes and services.
NR/L2/TRK/2500	Engineering Assurance Arrangements for Track Engineering Projects	This document describes the engineering assurance processes for changes to Track Infrastructure.
NR/L3/CIV/140	Model Clauses for Civil Engineering works – Section 10 General Appendix (formerly NR/SP/CIV/140)	The purpose of the standard is to define the requirements for the use of Model Clauses for specifying Civil Engineering Works. The scope relates to all Civil Engineering Works undertaken on Network Rail owned or managed structures and Shared structures.
NR/L3/INV/0101	General requirements for the reporting of accidents, incidents and occupational ill health	<p>NR/L3/INV/0101 provides a consistent, comprehensive and structured process for the reporting of accidents, incidents and occupational ill health and is applicable to:</p> <ol style="list-style-type: none"> events occurring on Network Rail Managed Infrastructure (NRMI); accidents involving Network Rail employees whilst on duty and not occurring on NRMI including whilst travelling in road vehicles (whether owned, hired or leased by Network Rail); accidents involving employees of contractors whilst undertaking work for Network Rail; accidents to members of the public occurring on NRMI.
NR/L3/INV/0206	Investigations led by other Railway Group Members	<p>NR/L3/INV/0206 provides a consistent, comprehensive and structured process, applicable to all local and formal investigations undertaken in accordance with GO/RT3119, where the lead organisation is other than Network Rail but where Network Rail should, in accordance with GO/RT3119, be invited to participate in the investigation or is requested to provide information or witnesses.</p> <p>This standard only applies to events occurring on or affecting Network Rail Managed Infrastructure (NRMI).</p>
NR/L3/INV/0113	Statutory reporting of	Requirements for the statutory reporting of

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	accidents, incidents and occupational ill health	accidents and incidents to RAIB, ORR/HMRI and, where appropriate (especially in the case of corporate offices) the local enforcing authority, e.g. the local council.
NR/L3/INI/CP0044	Work Package Planning Process	NR/L3/INI/CP0044 defines the contents and acceptance criteria regarding the provision of sufficient information to on site staff to enable them to manage the risks of the work activity. The process includes three stages, namely: a) Construction Phase Plan (that will be part of the overall project management plan); b) Work Package Plan; c) Task Briefing. The Work Package Planning Process is mandatory on all physical work undertaken on behalf of Network Rail Investment Projects.
NR/L3/MTC/SE0115	Confined Spaces Working and Entry Procedure (NR/PRC/MTC/SE0115)	This procedure defines the actions and controls to be applied before entering any Confined Space, to ensure the work can be carried out safely and without risk of injury or death.
NR/L3/INI/CP0036	The Provision of Welfare Facilities (NR/PRC/MPI/CP0036)	The purpose of this standard is to specify the process required whereby all personnel working on Network Rail Managed Infrastructure are provided with welfare facilities that are clean, properly maintained and fit for purpose. This standard interprets the Construction (Design and Management) Regulations 2007 and other applicable Health and Safety legislation.
NR/L3/INI/CP0046	The Reporting and Investigation of Accidents and Incidents within Investment Projects and Asset Management Works Delivery	This standard outlines the process to be followed to achieve compliance with NR/L2/INV/002 and the supporting standards and guidance note within the Reporting and Investigation Manual for the reporting and investigation of accidents and incidents occurring during work managed by Network Rail's Investment Projects and Asset Management Works Delivery. The requirements contained within the standard apply to all projects regardless of their current GRIP stage.
NR/L3/CIV/160	The Design of Car Parks for Railway Stations and Depots	The purpose of the standard is to provide direction and guidance on the design of car parks for railway stations and depots.
NR/L3/INI/CP0073	Supplier Licensing Requirements	This standard sets out the management system requirements for suppliers prioritised by Network Rail for either a Principal Contractor Licence (PCL) or a Rail Plant Operating Company in Possessions Licence (POL). This standard has been developed to bring together the requirements for suppliers engaged in contracts directly with Network Rail, either as a Principal Contractor or as a Rail Plant Operating Company in Possessions Licence holder.
NR/L3/MTC/RCS0216	Risk Control Manual (formerly NR/L3/MTC/0001-0012)	This standard provides the index and version control of Risk Control Sheets for General Activities, General Hazards, General hazards Environment (NEW) Small Plant, Mobile Plant, Live Working and Functional activities (Track/Signalling/etc) within Maintenance. Each Risk Control Sheet provides in a consistent format (described in NR/L3/MTC/SE0116 - Work Activity Risk Management) a summary of the key hazards and controls identified within a standard Work Activity Risk Assessment. They standardise safe working arrangements across Network Rail's Maintenance function. The RCS format is the preferred means to communicate risk controls to work teams.
NR/L3/INI/CP0064	Delivering Work within Possessions	This Standard identifies linked procedures and systems to be followed for projects to be delivered by Investment Projects (IP) and Asset Management (AM) Renewals to: a) analyse and RAG the complexity of all work sites within a possession; b) select the correct commercial strategy which

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		<p>is coherent with the Asset and the Category commercial strategies;</p> <ul style="list-style-type: none"> c) assess the capabilities of potential suppliers in a consistent, fair and transparent manner; d) expedite resource such that resource provision does not become a constraint to delivery; e) create work and operational contingency plans to cater for overruns of work site leading to possession overruns; f) carry out readiness reviews and Quantitative Schedule Risk Assessment (QSRA) in a timely manner prior to start on site; g) select and allocate competent Site / Construction management resources to each work site based upon the complexity and priority; h) select and use the tool to measure progress of the work site; i) understand the escalation route for communication of work site progress and protocol for onward communication to customers and media. <p>Standard covers all work being executed by NR, its Contractors and Third Parties/Outside Parties within a possession or isolation but does not include emergency works.</p>
NR/L3/OCS/084	Line Clear Arrangements following Engineering Works in Axle Counter Areas – Line Clear Verification (LCV) Process	This standard defines the requirements for the application of the LCV process on axle counter areas on Network Rail infrastructure. This LCV process shall be adopted on all lines where train detection is achieved by axle counters, unless safety validation achieved through Network Rail Acceptance Panel or System Review Panel determines that an LCV process is not required.
NR/L3/INI/CP0078	Working on or Adjacent to the Conductor Rail	This standard identifies a process, to be followed by Network Rail and its contractors, when planning and undertaking work on or adjacent to conductor rail(s) within Investment Projects and the project delivery arm of Asset Management. This standard is applicable to both third / fourth rail systems and applies to Investment Project and Asset Management staff, managers and contractors who are planning / preparing to perform, or are currently working on or adjacent to, a live conductor rail.
NR/SP/CIV/087	Management of Existing Buildings and Station Structures (formerly RT/CE/S/087)	This defines the requirements for the management of existing buildings and station structures on, over or under Network Rail's infrastructure such that there is no unacceptable risk to safety as a result of their condition, use or location.
NR/PRC/MPI/CI0058	Controlling The Risk of Earthwork Instability During MP&I "Civils" Excavation Works	The purpose of this procedure is to standardise measures to control the risk of earthwork instability during MP&I Civils excavation works. A standard approach is defined for determining when a Temporary Works Design is required on projects involving excavations within or adjacent to embankments or cuttings. It also identifies a requirement to use the Work Package Planning Process, as defined in Network Rail Company Standard NR/PRC/MPI/CP0044, to enable the clear communication of Temporary Works Design assumptions and requirements to the construction workers.
NR/SP/ELP/29987	Working on or about 25 kV A.C. Electrified Lines (RT/E/S/29987)	NR/SP/ELP/29987 comprises a suite of thirteen modules. The specification includes the responsibilities of persons required to work on, or so near to, electrified lines that danger may arise. Further requirements are contained in Rule Book GE/RT8000, (Modules AC1, AC2 and AC3).
NR/SP/OHS/050	Sentinel Scheme Rules	The purpose of this document is to define the procedure and the mandatory requirements

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		associated with NCCA and the Sentinel Scheme Rules. Sentinel scheme rules apply to all competencies covered by the scheme and all individuals who hold associated competencies.
GUIDANCE NOTES		
NR/GN/INI/001 Note 4	Guidance on the Management of Door to Door Work and Travel Time	This Guidance Note identifies Network Rail's minimum expectations with regards to employers discharging their duty of care under the Health & Safety at Work Act 1974 relating to the management of work and travel time.

Note : Network Rail Standards are available by subscription from IHS (Technical Indexes Ltd), Tel: 01344 328039, or go online at:
www.uk.ihs.com/products/standards/network-rail-company-standards.htm.

Notes regarding all of the above listings of Legislation and Standards

Note 1: The above lists are not exhaustive.

Note 2: The Supplier is responsible for arranging and undertaking the required level of briefing (i.e. technical and awareness) to all affected parties. Arrangements for such briefings shall be in accordance with the Supplier's own processes and procedures.

Note 3: Under Contractor Licensing conditions, the Supplier is required to have processes in place to identify new and revised Legislation, Group and Network Rail Standards.

Note 4: Items marked ^{Note 4} denote documentation that has been written to provide guidance. Compliance with such documentation cannot be enforced, however the Supplier is advised to consider and comply with the information contained within such guidance documentation.

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2 Permissions

- 2.1 The Supplier shall seek permission, in writing, from Network Rail's Representative prior to undertaking the following:

Access to sub-stations, electrical switchrooms, telecom or signal equipment rooms, and areas with gas fire protection systems

1. The Supplier shall not work in such rooms without written authority from the Employer's Representative. The Supplier shall give Network Rail's Representative not less than 28 days written notice, separately for each site, of their intended presence on the Site. He shall submit to Network Rail's Representative for his approval details of the nature and duration of the work, methods of isolation (where required) and the number and location of their personnel scheduled to be on the Site. The Supplier shall operate a Permit to Work system for these sites.

Prohibition on the use of explosives

2. The Supplier shall not use explosive and explosive devices, including track detonators and bolt guns, except as may be specifically permitted in the Contract or as approved by Network Rail's Representative and then only with the appropriate control and accounting mechanisms in place.

Use of radios, electrical equipment and mobile telephones

3. Radio transceivers, mobile phones and data transmission devices which can cause distraction or interference with safety critical railway systems shall not be used on or adjacent to the line or near open signalling equipment cabinets, without the written approval of Network Rail's Representative. A written request shall be submitted 14 days before the proposed use of such radio equipment and must include the following information:
 - a) the output power;
 - b) the licence number allocated by the Department of Trade and Industry; and
 - c) the allocated frequency.

Movement and storage of materials, plant and equipment

4. Due to structural limitations or surface finishes, movement and storage of materials may be restricted. In carrying out route surveys and agreeing installation methods, the Supplier shall ascertain any such limitations. The Supplier shall not undertake any lifting, transportation or storage of heavy items through Network Rail's railway, any station or public areas or use any existing structural member as a lifting or tie-back point without the prior written approval of the method of working by Network Rail's Representative. The Supplier shall give Network Rail's Representative the floor loadings to be imposed when moving or storing heavy plant or materials. At least 14 days notice of such work shall be given in writing.
5. In addition the Supplier shall not surcharge existing retaining walls. All vehicles, plant and materials shall be positioned at least 3 metres away from the back faces of such walls, unless specifically allowed by Network Rail's Representative.
6. The Supplier may only convey loads (other than hand-held loads) on escalators and in lifts when not in use by the public and after prior written authority from Network Rail's Representative has been obtained for their movement.

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Note: The above does not constitute a comprehensive listing of all instances where the Supplier is required to seek permission from Network Rail's Representative. Further requirements are to be found in the Network Rail Standards and other Contract documents.

3 Statutory Notices

- 3.1 The Supplier shall provide Network Rail's Representative with copies of any statutory notices received by the Supplier in relation to the Works within one working day of receipt of such notice, including, without limitation, notices from the Health and Safety Executive, the Office of Rail Regulation, local authorities, environmental agencies, utility companies, or any other government agency, and particularly any improvement or prohibition notices. The Supplier shall then keep Network Rail's Representative fully informed regarding any actions proposed by the Supplier to address the notice.

4 Reporting of Accidents or Incidents

For Investment Projects include the following:

- 4.1 Suppliers undertaking work activities on behalf of Investment Projects shall immediately report accidents and incidents that are a danger to trains to the appropriate signaller in accordance with the requirements of the Rule Book (GE/RT8000). In addition, all accidents and incidents shall also be reported in accordance with the requirements contained in Network Rail Standard NR/L3/INI/CP0046 and to the Network Rail Asset Management Control Centre (AMCC) on 01908 723500.

For Maintenance contracts include the following:

- 4.2 Suppliers undertaking work activities on behalf of Operations & Customer Services and Infrastructure Maintenance shall report accidents and incidents that are a danger to trains to the appropriate signaller in accordance with the requirements of the Rule Book (GE/RT8000). In addition, all accidents and incidents shall also be reported in the format required by Network Rail's Representative in line with Network Rail Standard NR/L3/INV/0101, as well as to the following Integrated Control Centre:

Select the relevant ICC and delete all others

Network Rail Asset Management Control Centre	-	01908 723500
Network Rail Anglia	-	0207 979 3600
Network Rail Kent	-	0207 979 3777
Network Rail London North Eastern	-	01904 718031
Network Rail Midland & Continental, Derby	-	01332 442400 / 442312
Network Rail HS1 Kent	-	01233 739420
Network Rail London North Western (South)	-	0121 345 6540
Network Rail London North Western (North)	-	0161 880 1300 / 1301
Network Rail London North Western (Sandhills)	-	0151 702 1551
Network Rail Scotland	-	0141 335 2020
Network Rail Sussex	-	0207 979 3801
Network Rail Wessex	-	0207 979 3901
Network Rail Western	-	01793 389201
Network Rail Wales	-	029 2092 0658

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5 Periodic Safety Reports *Delete this heading and paragraph if the Supplier is not carrying out any significant on-site activities.*

- 5.1 Not more than one working day after the end of each Agreed Rail Industry Period the Supplier shall provide Network Rail's Representative with an electronic copy of their Periodic Safety Report in the format, and containing the information, detailed in Appendix A at the end of this document. *Either attach this document or detail your requirements.*

6 Health and Safety - Contract Specific

6.1 ???

Detail here any contract specific health and safety issues that the Supplier needs to address.

This could include any risks or hazards particular to the Services, or locations where the Services are to be carried out, that are not already covered by the foregoing general requirements.

Information can be found in, and should be extracted from, the Sectional Appendix, Hazard Directory and Risk Log.

Where available the Pre-Construction Information Pack (or an early draft) can be included here with a statement that the Supplier shall take account of the matters contained therein.

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Quality

1 General

- 1.1 Unless otherwise agreed in writing by Network Rail's Representative, the Supplier shall maintain an auditable documented quality management system (QMS) and quality plan (QP) for this Contract, either certified to BS EN ISO 9001:2008, or sufficient to meet the requirements of this standard to the satisfaction of Network Rail's Representative. The Supplier shall notify Network Rail's Representative of any material changes to his QMS.
- 1.2 The Supplier shall provide Network Rail's Representative with details of any significant failures revealed at either internal or third party audit of the Supplier's QMS or QP for this Contract and also allow Network Rail's Representative to carry out similar audits if he so requires. The Supplier shall provide access to all staff, premises and records as necessary to assist Network Rail's Representative in such audits.

For Investment Projects include the following:

2 Contract Specific

- 2.1 In addition to the general requirements detailed above the Supplier shall comply with Network Rail Standard NR/L3/INI/CP0028 and provide and maintain their QP and Quality Reports for this Contract in accordance with the Network Rail templates NR/L3/INI/CP0028/01 and NR/L3/INI/CP0028/02.

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Environment

1 Legislation and Standards

1.1 The Supplier shall comply with all applicable environmental:

- European Union (EU) Directives;
- Legislation;
- Group Standards;
- Railway Safety and Standards Board (RSSB) Guidance Notes; and
- Network Rail Standards;

including, without limitation:

EU Directives, Legislation, Approved Codes of Practice and Guidance Notes

Ancient Monuments and Archaeological Areas Act
Clean Air Act
Clean Neighbourhoods and Environment Act
Climate Change Act
Contaminated Land Regulations
Control of Pollution Act
Control of Pesticides Regulations
Environment Act
The Environmental Damage Regulations
Environmental Protection Act
Environmental Permitting (England and Wales) Regulations
Ground Water Regulations
Hazardous Waste Regulations
Landfill Regulations
National Heritage Act
Packaging Waste Regulations
Protection of Badgers Act
Pollution, Prevention and Control Regulations
Registration, Evaluation, Authorisation and Restriction of Chemicals Regulations (REACH)
Road Traffic Act
Town and Country Planning Act
Waste Industry Act
Waste (England and Wales) Regulations
Waste (Scotland) Regulations
Water Resources Act
The Water Environment and Water Services (Scotland) Act
Waste Electrical and Electronic Equipment Regulations (WEEE)
Wildlife and Countryside Act
Mandatory requirements of the relevant local planning, highways, environmental health or other statutory authority or agency

Network Rail Standards

NR/L2/ENV/015	Contract Requirements – Environment
NR/L3/INI/CP0050	Environmental Performance Indicators

Note : Network Rail Standards are available by subscription from IHS (Technical Indexes Ltd), Tel: 01344 328039, or go online at:

www.uk.ihs.com/products/standards/network-rail-company-standards.htm.

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2 ERA, EMP and IRP

- 2.1 The Supplier shall take particular cognisance of Network Rail Standard NR/L2/ENV/015 and the need to produce an Environmental Risk Assessment (ERA), Environmental Management Plan (EMP), and, if necessary, Incident Response Plan (IRP) as appropriate for the Services and required by this standard.

3 Reporting of Environmental Incidents

- 3.1 In accordance with the requirements contained within Network Rail Standard NR/L3/INI/CP0050, the Supplier shall report all environmental incidents that occur to the relevant control centre detailed above under the general health and safety paragraph headed "Reporting of accidents and incidents".

4 Contract Specific Requirements

- 4.1 ???

Detail here any contract specific environmental requirements that the Supplier needs to address or delete this heading and clause.

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Schedule 3: Personnel

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Schedule 4 Pricing Document