



**COSTAIN LIMITED**  
**STANDARD CLAUSES FOR COMMODITY ORDERS**

**1. Definitions**

- (A) "The Purchaser" means the company named in the Order  
(B) "The Supplier" means the company or person named in the Order, who as has agreed to supply the Goods

**2. Health, Safety & Environment**

The Supplier shall comply with all current Health, Safety & Environmental legislation relevant to the works as a minimum including but not limited to the Health and Safety at Work etc Act 1974, the Construction (Design and Management) Regulations 2007 (CDM Regulations) or any remaking thereof or any amendment to a regulation therein.

The Purchaser's Health & Safety and Environmental Policies are available for inspection at the Purchasers Registered Office and at any of the Purchaser's Regional or Site offices.

A copy of the Purchaser's Safety, Health & Environment Procedures & Guidance will be available on site.

In the event that the Supplier fails to comply with his obligations under the contract with respect to health & safety and environment requirements then the Purchaser reserves the right (subject to written notice) to deploy resources as necessary to correct such failure or deficiency and the costs of such deployment will be contra charges to the supplier's account.

All deliveries are to be made in accordance with the Purchaser's minimum delivery, unloading and loading standards and the Competence Card Compliance Policy Statement

**3. Waste Management**

- 3.1 It has been identified that tidy sites are safer sites as the risk of injuries resulting from slips and trips is greatly reduced. Managing waste more effectively can also cut costs and help construction to be sustainable. Where requested, Suppliers are required to:

**Manage Waste:**

Provide Waste Data and Information to Costain for inclusion in the Site Waste Management Plan (SWMP), including tonnes of waste generated; see *Waste Data and Information* section below;

Ensure that any targets on waste minimization or recycling are met; and

**Provide Waste Data and Information:**

The Supplier shall be required to work with the project team to plan and implement suitable waste management and recovery processes that support the effective implementation of the SWMP:

*Input into the waste planning process*

Contribute to the development and implementation of the SWMP by providing evidence of collecting waste data from previous projects, assisting with the waste forecast and agreeing to monitor the actual wastes generated during the project.

*Waste recovery and recycling*

Fulfill all statutory waste handling requirements, such as Duty of Care Regulations.



Endeavour to recover a minimum of 70% of construction materials, and aim to exceed 80%;  
 Endeavour to recover a minimum of 80% of demolition and strip-out materials (where applicable), and aim to exceed 90% and  
 Aim to maximize the reuse of demolition and excavation waste arising on site.

Monitoring and reporting

Monitor and report monthly using the Waste Data Table below to the Purchaser on progress towards the project’s targets for waste recovery, including the quantities in tonnes and percentage recovery rates for construction, demolition and excavation waste streams separately;  
 Report on the different types of waste managed, and the split of each different type of waste according to waste management method – reuse, recycling, recovery, landfill and other, and, in the case of re-use, recycling and recovery, whether this has taken place on or site; and  
 Report performance for waste destination; waste sent to landfill, waste recycled, waste reused and waste recovered in tonnes – in line with agreed industry methods for waste measurement and reporting, available from the Waste Resources Action Programme (WRAP).

Waste Data Table

- Provide quantitative data and information each month with your application for payment. These will be used by Costain to monitor project performance:

Waste type (List of Wastes (LoW) Code)	Total waste produced (tonnes)	Total waste diverted from landfill (tonnes)	Total waste reused/recycled onsite (tonnes)	Total waste reused/recycled offsite (tonnes)	Total waste sent to recycling facility (tonnes)	Total waste sent to landfill (tonnes)

3.2 The Supplier shall comply with and/or co-operate in such matters, so as to enable the Purchaser to administer all of the above undertakings in respect of Site Tidiness. Relevant briefings and toolbox talks will be undertaken as necessary by the Sub Purchaser, and the details recorded and reported to the Purchaser.

3.3 Comply with Duty of Care Requirements (Statutory Waste Requirements)

The Supplier shall comply with the all relevant statutory regulations and requirements in respect of waste disposal and to co-operate with the Purchaser's Project/Site Management in this respect. The Sub-Purchaser shall retain full responsibility for the waste generated by the Sub-contract Works until it is properly transported to and deposited at a suitable and correctly licensed waste management facility.

Waste Transfers Notes / Hazardous Waste Consignment Notes must be fully completed in accordance with legal requirements, including evidence that the waste reached the correct Waste Management Facility. Appendix 3 of the Costain Site Waste Management Plan



provides a simple process map for procedures for waste Transfer Notes and Consignment Notes and waste data collection and reporting. Costain will not pay applications for payment for waste removed from site unless written evidence is provided to the Purchaser that the waste has been disposed of at, or taken to an approved site by an approved Waste Carrier. These records will be audited.

The Supplier shall provide (or provide access to), at the start of the project/contract and where other Waste Carriers/Waste Management Facilities are used, copies of all certificates for all Waste Carriers and permits for Waste Management Facilities to be used on the project/contract, These must also be checked with the Environmental Agency by the Sub-Purchaser.

The Supplier will be required to monitor the amount of waste removed from site, recycled or reused. Information should include description of waste, List of Wastes (LoW) Code, quantity, where taken from/to, the type of facility waste taken to, cost of removal etc. A record of all waste Data and Information must be available to the Purchaser and should be provided on a monthly basis,

### **Driving Licences**

A current valid car driving license (this does NOT apply to those operating mobile elevated work platforms) is required by the driver of the delivery vehicle.

#### **4. Deliveries to Site**

- 4.1 All materials delivered to site shall be unloaded without damage and stored correctly in the designated areas. Where materials are damaged during unloading, the delivery personnel shall report the reason to the Site Manager.
- 4.2 Truck Mounted Cranes – Wherever possible, the Supplier (of the Truck Mounted Crane) should hold a CPCS card for the category in question. Where this is no evident, proven training under the “ALLMI” scheme (Association of Lorry Loader Manufacturers and Importers) is an absolute minimum and the need for instruction and supervision by the Purchaser remains in any case.
- 4.3 The driver must report to the Purchaser’s site office upon arrival. Personnel who spend prolonged periods on site will require induction training. Note various environmental considerations with regard to deliveries including accesses and surrounding roads should remain free from mud and litter; deliveries should be taken to specified storage areas. Deliveries should only be completed during agreed working hours or at agreed time only,

#### **5. COSHH Regulations**

It is a condition of this order that you are to inform and provide a Hazard Data sheet to the Site Manager of any substance of your supply, which is classified as or presumed to be of a hazardous nature, as detailed in the COSHH Regulations.

#### **6. Precast Concrete Blocks**

All blocks supplied to this contract must comply with the recommendations of HSE Construction Sheet 37 in respect of the maximum recommended weight i.e. 20kg per block.

#### **7. Fuel Tanks & Bowsers**

All Oil tanks and mobile bowsers supplied shall comply with the Control of Pollution (Oil Storage) (England) Regulations 2001.



## **8. Recycled Aggregates / Hardcore etc**

Recycled Secondary Aggregates (RSA) should be used wherever possible and reported to the Purchaser. Certification to prove waste materials have been correctly recovered to produce a recycled product (recycled aggregate) shall be provided to the Purchaser prior to order confirmation for example, This may be in the form of written compliance to the Quality Protocol (WRAP) If the material is still classed as a waste (i.e. has not been correctly recovered) then the material should be transferred to site under a waste transfer note. The site Expecting the waste will be required to register for a waste exemption and the waste exemption number should be included on the waste transfer note. A copy of the completed waste transfer note should be provided with every load of waste material

## **9. Industrial Relations**

The Supplier shall comply with the Purchaser's Industrial Relations Policy and Procedures so far as that which relates to Supplier. Copies of the Said Industrial Relations Policy and Procedures are available at the Purchaser's registered office and at any of the Purchaser's Regional or Site offices

The Supplier shall, if called upon to do so by the Purchaser demonstrate that all operatives engaged upon the Works are in the direct employment of the Supplier and are employed at wages and terms and conditions no less favorable than those laid down by the Construction Industry Joint Council for the Building Industry, the Civil Engineering Contractors Association or the recognized wage-fixing body which is applicable to the Works.

The attention of the Supplier is also drawn to the Asylum & Immigration Act 1996 (which may make it a criminal offence for an employer to employ a worker who does not have permission to work in the UK) and the Working Time Regulations 1998 (which define the framework for working hours, rest periods and holidays) It is a condition of this order that the Supplier observes all provisions of this legislation and that the Supplier provides the Purchaser with copies of any relevant and appropriate documents on request.

The Supplier shall keep proper records of all wages and other payments made to and appropriate statutory deductions made from his operatives, hours worked and individual opt-out agreements. Upon the request of the Purchaser, the Supplier shall produce such records together with the annual holiday cards or equivalent of such operatives

## **10. Delivery Costs**

All orders are deemed to include delivery of materials to site unless otherwise stated on the order.

## **11. Ready Mixed Concrete**

Our order is placed subject to the following conditions:-

- You have in being Employer's Liability and Third Part Insurance Policies and that they have been extended to indemnify ourselves as Principals during the period in which you are operating on this Contract.
- Delivery Tickets will only be accepted for payment if signed by our Site Agent or his representative to be advised by him to you in writing
- In the event of Plant breakdown, you guarantee to supply concrete from an alternative source at no extra cost to ourselves.
- The Resident Engineers/Employer's agreement of yourselves as supplier of ready mixed concrete to this contract.
- In the event of you supplying concrete which, after placing, is found to be outside the specification and is condemned by the Resident Engineer/Employer, you will be responsible for all direct costs in removing and replacing this concrete including any necessary shuttering and reinforcement.
- Where your Conditions of Sale conflict with the conditions embodied in this order, a letter is required from you signed by a Director stating that your conditions have been rescinded.



- Where the amount of concrete required for a pour exceeds the capacity of the plant you are to supply concrete from an alternative source at no extra cost to ourselves.
- Please supply your mix designs for all your concrete mixes for approval by our Employer. Any variation to the approved mix designs must not be incorporated until they are accepted in writing by Our Site Agent.
- Exact quantities required to be instructed by our Site Agent. The Purchaser will not entertain any claim whatsoever for any reduction/increase in quantities which have been stated orally or in correspondence these are indicative only and may be subject to substantial variation.
- Any additional mixes called forward by site are to be confirmed in writing to the Buying Department who subject to approval by the site agent will raise amendment order.
- Vehicles must washout in the designated area on site.

## **12. Reinforcing Bars**

HIGH TENSILE REINFORCING BARS to BS449, BS8666 & the UK Certification Authority for Reinforcing Steel Scheme (CARES) Cut, Bent, Bundled, Labeled and delivered strictly in accordance with Schedules