

SCHEDULE 8

Safety Procedures

Safety Plan and Audit

1.1.1 The Contractor shall submit, for the Project Manager's approval, a preliminary safety and reliability plan by the Contract Schedule Target Completion Date therefore. Such plan shall address, without being limited to:

- (a) all points specified in Schedule 6, Part A, Section 34, Clause 3.5;
- (b) all requirements detailed in the safety menu set out in Part A of this Schedule;
- (c) detailed safety proposals for the operation of this Contract on the Site including for installation, commissioning and maintenance of the Equipment, during the period prior to the Transfer Date in relation to the Depots, the Sidings and the Outstations, and for the subsequent operation and occupation by the Contractor of the Depots and use of the Sidings and the Outstations (to include contingency planning in respect of emergencies at or which may affect the Depots, the Sidings, the Outstations or the operation of the Northern Line;
- (d) a risk assessment programme and techniques to be used which shall contain details of safety and reliability goals and provide for the use of hazard and risk assessment techniques which shall include FMEA, FTA, ETA, HAZOPs and circuit simulation. The above techniques shall be utilised throughout the design of each component and sub-system of the Trains, the Equipment and in the development of the work instructions for the Services and the Existing Train Services.

1.1.2 The safety and reliability plan referred to in paragraph 1.1.1 of this Schedule shall demonstrate how Vital Components and Vital Systems are to be identified, assessed and evaluated and shall provide for a fully documented audit trail on all safety and reliability matters for review by the Contractor or others as necessary.

1.1.3 The Contractor shall conduct risk analysis and identification techniques to embrace the overall scope of this Contract and techniques typically utilised for rolling stock supply contracts must be expanded to include but not limited to Depot occupation and operation, Outstation occupation and operation, Sidings use, call point workforce, Contractor's and Contractor's sub-contractor's staff on the Northern Line.

1.2 The Project Manager shall have the right to review the detailed safety and reliability plan and shall inform the Contractor of any additional matters

which should be included therein and the Contractor shall incorporate such additions in a final safety and reliability plan by the Contract Schedule Target Completion Date therefore to the satisfaction of the Project Manager.

1.3 After approval of the final safety and reliability plan, deviations shall in no circumstances be made without the prior approval by (or instruction from) the Project Manager.

1.4 The Contractor shall carry out reviews in accordance with the final safety and reliability plan to demonstrate that the level of safety referred to in paragraph 1.2 of this Schedule is being achieved and maintained.

1.5 The Contractor shall make a full report to the Project Manager on each such review as is referred to in paragraph 1.4 of this Schedule immediately following such review.

1.6 The Project Manager shall review each report supplied pursuant to paragraph 1.5 of this Schedule and shall advise the Contractor of any matter with which he is not satisfied and the Contractor shall take such steps as are necessary (including, without prejudice to the generality of the foregoing, carrying out audits) to satisfy the Project Manager.

1.7 The Project Manager shall have the right to require the Contractor to carry out additional risk studies deemed necessary by the Project Manager, and the Contractor shall, if so required, carry out such additional reviews at its cost and as quickly as reasonably possible.

1.8 The provisions of paragraph 1.5 and 1.6 of this Schedule shall apply mutatis mutandis to safety reviews carried out pursuant to paragraph 1.7 of this Schedule.

1.9 The Company or LUL (in the case of safety only) on behalf of the Company and in consultation with the Company, shall have the right to carry out such safety and reliability studies as it or LUL considers necessary at their own cost. The Contractor shall make available at the Contractor's cost any of its specialist personnel as may be thought necessary for the performance of such safety and reliability studies carried out by the Company or LUL on behalf of the Company.

1.10 The Contractor and its sub-contractors shall work closely and co-operate fully with the Company's or LUL's (in the case of LUL for the purposes in Clause 1.9 only) engineers and safety personnel.

1.11 The Contractor shall give the Company or LUL such assistance as the Company may require in putting together safety cases for the purposes of The Railway (Safety Case Regulations) 1994.

1.12 Any issue or matter which in the opinion of the Company or the Contractor is connected with or relates to the safety from death or physical injury of any person (including a trespasser) at any of the Properties shall be raised at the next following service performance meeting held in accordance with paragraph 1.6.7.3 of Schedule 4 and the Contractor and its representatives shall not raise any view individually on the action taken or not taken at an Incident with any representative of the Company at an Incident (save in the usual course of liaison and discussion at local level). The Contractor shall co-operate with any Incident officer appointed by the Company or LUL in respect of the Incident.

Approvals

2.1 The Contractor's final approval signatory for any deliverable, whose content is material to the safety or operability of the Trains, the Existing Trains, the Equipment, the Enabling Works or of any other installations to be provided under this Contract, shall be a competent person for such purposes.

The Project Manager reserves the right to interview any or all persons assigned such responsibility and at his sole discretion to indicate acceptability or otherwise.

2.2 No approval given by the Project Manager, here to include participation by any Company Employee or third party in any safety and reliability studies, shall be considered to remove or modify the Contractor's responsibilities, for the assurance of safety, in any way.

Audits

3.1 The Contractor shall perform periodic audits, in furtherance of the detailed safety and reliability plan, to confirm that required levels of safety are being achieved and maintained.

3.2 All audits shall be performed in accordance with the contract quality assurance plan approved by the Project Manager, it shall include provision of full reports detailing findings, corrective action requirements (**CAR**), and other observations as appropriate. The Contractor shall action all such CAR expeditiously and at no cost to the Company.

3.3 The Company reserves the right to perform audits on any area of the work where, at the Project Manager's sole discretion, any part of the work is considered unsatisfactory or not to be proceeding in a satisfactory manner. The Contractor shall make available to the Project Manager, at no cost, all those of his personnel, together with documentation or other facilities, as the Project Manager deems necessary for the satisfactory completion of such audits. The Project Manager will issue full reports of all such audits, and the Contractor shall respond, as directed, expeditiously and at no cost to the Company.

Legislation

4.1 The Contractor shall, and shall procure that its sub-contractors shall, comply with all relevant safety legislation in performing its obligations hereunder, including without limitation:

- (a) Health and Safety at Work etc. Act 1974 and all subordinate legislation and regulations (e.g. The Manual Handling Operations Regulations 1992, The Provision and Use of Work Equipment Regulations 1992);
- (b) The Railways and Other Transport Systems (Approval of Works, Plant and Equipment) Regulations 1994;
- (c) The Railways (Safety Critical Work) Regulations 1994;
- (d) The Railways (Safety Case) Regulations 1994;
- (e) The Transport and Works Act 1992;
- (f) The Railway Construction and Operation Requirements for Passenger Lines and Recommendations for Goods Lines of the Minister of Transport (1969);
- (g) The Construction (Design and Management) Regulations 1994; and
- (h) The Environmental Protection (Duty of Care) Regulations 1991.

Company Rules, Instructions and Specifications

4.2 The Contract Safety Conditions are in the possession of all LUL registered suppliers. The Contractor may apply to the Project Manager for a further copy if required. Without prejudice to any other provisions of this Contract, the Contractor shall, and shall procure that its sub-contractors shall, comply with:

- (a) the contract safety conditions that are described in the menu from the Contract Safety Conditions (ref. 5.36C) and are set out in Part A of this Schedule;
- (b) the Rule Book with Appendices 1, 2 (+ Supplement), 3, 4, 5, 6, 7, 8, 10, 11 (+ Northern Line Supplement), 13, 14 and 15; and
- (c) the Engineering Instructions;

each of which shall be incorporated by reference into this Contract

CONTRACT 8

Part A

Contract Safety Conditions Menu