

## **MANAGING CONTRACTORS IN SCHOOL**

Both Contractors and the Governing Body are employers and therefore have responsibilities under the Health and Safety at Work Act 1974 to ensure, so far as is reasonably practicable, the health, safety and welfare of their employees and others who may be affected by their work activities. The requirements of the Act also apply to the self-employed person.

This requirement means that, in particular, the school and the contractor should provide and maintain:

- A safe place of work
- Safe access and egress
- Safe handling, storage, maintenance and transport of articles and substances
- Safe plant
- Safe systems of work
- Adequate welfare facilities
- Necessary and adequate information, instruction, training and supervision.

This means that when the school employs a contractor, there is a shared responsibility of the 'duty of care' split between the school and the contractor, because both are employers. In practical terms, this means that both have a duty to ensure that all reasonably practicable precautions are taken to safeguard their own employees, students, other persons on site and the general public.

The self-employed contractor has the same responsibility to comply with the previously described requirements of the Act.

Persons who control premises that are used by people at work, but who are not their employees, need to ensure, so far as is reasonably practicable, that the premises and the plant used on them, are free from risks to health and safety.

Under the Occupiers' Liability Acts of 1957 and 1984, occupiers of premises have a duty to take reasonable care to see that their visitors are safe. It should be noted that, whilst an occupier cannot be prosecuted for a breach of their duty, they may still be liable to pay compensation to a visitor who has been injured on their premises.

The Management of Health and Safety at Work Regulations 1999 (amended) are also relevant to the occupiers of premises in respect of co-operation and coordination. Where the activities of different employers and self-employed people interact, they may need to co-operate with each other to ensure that each employer's general duty of care is met.

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Where employees or self-employed contractors undertake work in the premises of another employer under a service contract, or engage employees in temporary employment, they must be provided with comprehensive information. This information must include:

- Risks highlighted by a risk assessment
- Measures in place to reduce/control risks
- Emergency procedures
- Any person nominated to instigate an emergency evacuation.
- Evidence of current DBS check. Contractors must be chaperoned by a Ripple Primary School staff member if DBS evidence is not available.

Sometimes the contractor may be a specialist who has more knowledge and information, than the host employer, of the particular risks associated with their work. If this is the case, then the contractor should inform the host employer of such risks and make available their risk assessment.

The host employer's work arrangements and instructions should be concerned with the risks which are particular to the activity or premises.

Selection of a contractor: Where possible contractors should be used from the LBBB approved List. Or references should be taken and checked and previous projects examined. In all cases contractors should provide copies of:

- Public Liability Insurance (£5 million)
- Health and Safety Policy
- Membership or registration with professional bodies (NICEIC/CORGI, Guild of Master Craftsmen etc)
- References

A record is to be maintained of the contractors employed by the School and held by the Site Manager (Appendix 1)

If a contractor is employed for construction work then reference should be made to the specific requirements of the Construction (Design and Management) Regulations 1994.

As a first step, a set of guidelines has been produced. These should help to ensure that anyone who might be involved, principally the Site Manager and Caretaker, is aware of what is expected by the school, and, indeed, who is coming into school and for what purpose. These guidelines are best described as 'best practice' and are as follows:

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- 1) Ensure contractor has completed detail form and has a copy of induction pack.
- 2) Contractor's risk assessment and method statement sent to Site Manager.
- 3) Contractor arrives on site.
  - He/she is to be signed in, usually by Site Manager but, in the event that he is not available, by Caretaker, and directed to the appropriate area.
  - The contractor must be inducted to the work area: shown welfare facilities, fire exits, first aid arrangements etc.
- 4) The Contractor confirms the work to be undertaken, whether it is installation, repair or review.
  - The Site Manager would normally be aware of contractors due, but this cannot be guaranteed. In the event that they are not expected, further investigation should be undertaken to establish why the contractor is in school and who arranged his/her visit.
- 5) Normal security and health and safety procedures should be followed whilst the contractor is on site.
  - If this is not the case, a member of school staff is legally correct in challenging the contractor.
- 6) When the work is completed, a brief report, verbal if appropriate, is to be obtained to establish, for example:
  - Whether the repair has been completed;
  - Whether further work is required;
  - Whether a third party is to be contacted
- 7) In the event that the work is not completed, the next step should be established.

## **CONCLUSION**

To meet their health and safety at work legislative requirements satisfactorily, both the school and the contractor should determine what has to be done and by whom. The contractual work, and consequently health and safety requirements, will differ and it is vital that the required compliance is determined on each occasion. Failure to do so could result in a breach of statutory duty and have penalties imposed by the courts or a civil action by an injured person, which could result in a compensation payment being made.

<b>CONTRACTOR DETAILS</b>	
<b>NAME:</b>	
<b>DATE:</b>	
<b>ADDRESS;</b>	
<b>TELEPHONE:</b>	
<b>TRADE:</b>	
<b>PUBLIC LIABILITY INSURANCE</b>	
<b>H &amp; S POLICY:</b>	
<b>MEMBERSHIP OF GUILDS, CERTIFYING BODIES, TRADE ORGANISATIONS</b>	
<b>3 REFERENCES AND DETAILS OF SIMILAR PROJECTS CARRIED OUT:</b>	
<b>DBS CHECK:</b>	
<b>CERTIFICATE NO:</b>	
<b>ISSUE DATE:</b>	
<b>ANYTHING RECORDED:</b>	

Site Manager: **Gordon Aves**

Signature: .....

Date: .....