

Contractual Conditions Of Occupational Health And Safety, Fire Protection And Protection Of Environment From 15th May 2017

I. Subject of regulation

1. Part of the content of the contract concluded between the Provider and Skanska a.s. or any other directly or indirectly controlled company (hereinafter referred to as “**Skanska**” or “**Skanska Group**”) as the Customer (hereinafter referred to as the “**Customer**”) is determined by reference to these contractual conditions, if the place of the performance or its part involves the construction site or another workplace of Skanska (e.g. premises), especially:
 - a) Contracts for Work subject of which is creation, repair, modification, maintenance or assembly of a construction project or the materially expressed result of some other activity performed at least partly on the construction site,
 - b) Purchase Contracts if the construction site is a place of delivery of at least part of the Goods,
 - c) Inspection Contracts relating to execution of construction project or connected with it,
 - d) Contracts for the Carriage of Things if a place of destination, eventually a place of dispatch is on the construction site,
 - e) Contracts on Leasing a Means of Transportation or Contract on Operating a Means of Transportation if a place of use or place of operating a means of transportation is at least partly on the construction site,
 - f) Contracts on Construction Site Security,
 - g) Lease Contracts if a place of use of the subject of lease is on the construction site, or
 - h) Any other contracts or agreements under which the Provider performs any activity or provides a service (even only partially) at the construction site.
2. All other provisions mentioned in these contractual conditions relating to the construction site shall apply also to other Skanska workplaces (e.g. premises).
3. Pursuant to these contractual conditions, the Provider shall be understood to mean the contractor, seller, inspector, carrier, lessor, means of transport operator, security guard provider or the other person with whom the company of Skanska Group has concluded the contract, which these contractual conditions constitute part of.
4. Divergent provisions in the Contract shall take precedence over the wording of these contractual conditions.
5. If it is evident from the nature of the Provider’s performance that the work, activities or other obligations set out in these contractual conditions do not relate to its subject, it shall apply that the pertinent provisions of these business conditions shall also not be used for the Provider’s performance.
6. Where a Provider’s employee is mentioned in these contractual conditions, it shall also mean another party through which or with the help of which the Provider fulfils its duties

that ensue from the obligation that arises from the contract concluded between the Provider and Skanska or it shall also mean an employee of such other party.

II. Occupational health and safety

1. The Provider is obliged to comply with legal and other regulations regarding occupational health and safety. In doing so, the Provider is also obliged to comply with the Customer's instructions, especially with the instructions of designated representative of the Customer, safety technician, Health & Safety coordinator and another person designated by the Provider to carry out the risk prevention tasks pertaining to the coordination of measures that are taken in order to protect the health and safety of employees and other persons that are present on the construction site.
2. The Customer is entitled to call on the Provider to arrange corrective action according to the instructions of the Customer and the Provider is obliged to make the rectification immediately if the Customer ascertains that the Provider, its employees or other persons, whom the Provider is responsible for, are breaching their obligations in the area of occupational health and safety.
3. Before the commencement of the performance, the designated representatives of the Customer and the Provider are obliged to mutually notify of risks of possible danger to life and health before the commencement of the Provider's performance on the construction site when executing the performance according to this Contract and the performance which link or relate to them, as well as of the measures adopted to the protection from the influence of such risks which relate to supplying the performance or to the construction site, and become acquainted with the location of first-aid kits, with the traumatology plan and with other documents regarding occupational health and safety on the construction site. The Customer and the Provider shall draw up a record of that, eventually, they shall mention it in a record on the handover of the construction site or in a record in the site log-book.
4. Before the commencement of the Provider's performance, the Provider undertakes to provide its employees who participate in the Provider's performance on the construction site with proper, essential and comprehensible information and instructions to ensure the occupational health and safety and with information on adopted measures, especially of combating fire, providing first aid or on a process during extraordinary events on the construction site.
5. Before the performance commences, at every change of the way of the performance or change of employees participating in the Provider's performance on the construction site the Provider shall be obliged to ensure that these employees have the appropriate professional competence and medical fitness to carry out the relevant work within the scope stipulated by legal or other regulations for ensuring occupational health and safety and for fire protection. Upon the Customer request, the Provider shall be obliged to submit to the Customer a document on their training in the area of occupational health and safety and of fire protection as well as the proof of their professional competence and medical fitness.
6. The Provider shall be obliged to hand over to the Customer written daily lists of its employees participating in the Provider's performance on the construction site, including the proof of their professional competence. Other persons than the persons stated in such record shall be allowed to enter the construction site only if the designated representative of the Customer is conscious of such circumstance. This does not affect the liability of the

Provider on occupational health and safety of these persons for the duration of their stay on the construction site.

7. The Provider shall be obliged to ensure that its employees participating in the Provider's performance on the construction site will use the personal protective equipment and work clothing that correspond with the executed activities and with the minimum requirements for the Provider pursuant to these conditions and the Provider shall be obliged to request and take control of their use in a continuous manner.
8. The Provider shall be obliged to ensure that its employees participating in its performance, who perform work at heights or over the opened depth partly in a space with collective locking and partly without it, do have the safety harness with connecting rope and down-fall breaks fixed on their body for the whole duration of their work and, at the same time, in the adequate way they fulfil the duty to secure the safety when performing the works, where a danger of fall from a height or fall into a depth in the workplace without the collective locking is impending.
9. A written record between the Provider and the Customer about the handover of means of collective protection against the fall shall be executed. Record in the site log-book is also sufficient for such case.
10. The Provider shall be obliged to prepare in writing the details of measures for the purpose of individual locking while working at heights and over the opened depth which the Provider intends to carry out on the construction site, especially in the shop drawings and technological or working procedure together with the specification of way of locking, used personal protective equipment and together with marked points of binding and static calculation. In the event of a change of the working procedure, the Provider is obliged to change also these measures in writing in a commensurate way. The Provider shall be obliged to ensure a proper training for its employees who use such way of locking about its use and to hand over to them the instruments of this locking by means of written record. If the Provider uses the means of individual locking while working at heights and over the opened depth (system of anchor points) that were provided Customer, such fact does not affect the liability of the Provider that ensues from the regulations that govern the occupational health and safety. The Provider shall be particularly obliged to assess the suitability of such means and check their condition and functioning. The Customer shall not be liable with regard to the use of such means by the Provider.
11. The Provider is not allowed to use the existing constructions of the building which are placed at the site as a mean of lifting without prior written consent of the Customer. The Provider shall operate all the lifting equipment directly from the floor or ground. At the same time, the Provider shall adopt a measure leading to even distribution of the load in the lifting equipment during its set-up. During the lifting equipment operation, the Provider shall ensure that no damage to the completed site surface or utility networks shall occur.
12. The Provider shall be obliged to use at the construction site only the safe electrical or other equipment in compliance with the legal regulations on technical requirements for products, with the legal regulations designated to ensure occupational health and safety and with technical standards and to submit to the Customer on its request the proof of their revision or other documents proving that the conditions for their operation were satisfied. At the Customer demand, the Provider shall be obliged to stop using at the construction site any electric or other equipment that does not satisfy the requirements of the

stated legal regulations and technical standards. In such case, the Provider shall be liable for delay in paying its debt.

13. The Provider shall establish, maintain and operate temporary lighting, electric power supplies or installation at the construction site in compliance with relevant legal regulations and Czech technical standards, or also with the instructions of their manufacturers.
14. The Provider shall be obliged to ensure that its employees participating in its performance at the construction site are marked on a visible place of their clothes or their protective helmet in the manner determined by the Customer.
15. The person responsible for the organisation of work carried out by the Provider's employees and for ensuring occupational health and safety on behalf of the Provider is always the determined representative of the Provider. Unless determined otherwise by the Contract, the Provider shall communicate the name, surname and telephone number of this person to the Customer before the commencement of fulfilment. The Provider shall be obliged to ensure the permanent presence of the Provider's representative throughout the execution of its performance at the construction site.
16. The Provider is obliged to completely fence off the construction site, eventually its separate part, in compliance with the regulations regarding occupational health and safety, if fencing is not ensured by the Customer. The Provider is obliged to maintain fencing established by the Provider until such time as the Provider's obligation is fulfilled pursuant to the Contract.
17. The Provider shall be obliged to ensure that its employees participating in its performance at the construction site are present only at workplaces or in areas of the construction site in which the Provider shall fulfil its obligation and with regards to which the Provider shall be obliged to provide its employees with information and instructions in order to ensure occupational health and safety; in doing so, the Provider shall be obliged to make sure that the employees use only the access routes determined by the Customer.
18. After handover and takeover of individual comprehensive parts of the work as determined by the Contract, the Customer is liable for ensuring occupational health and safety for its employees at workplaces of the construction site, which are located in areas of the Provider's performance handed over in this manner, as well as for ensuring the occupational health and safety of other persons who are present here with the Customer knowledge. This does not affect the provision on the handover and takeover of the Provider's performance.
19. The Provider is allowed to establish storage sites and places for storage of small materials at the construction site and adjacent plots of land only in the spaces determined for this purpose by the Customer and in the manner which corresponds to the regulations on occupational health and safety.
20. The Provider undertakes immediately notify also the designated employee of the Customer concerning every injury at work of the Provider's employees and to allow the Customer to participate in ascertaining the causes and circumstances of such injuries. The Provider shall also provide the Customer with a copy of the records about such work injuries and if this concerns a work injury, about which no record is made, to communicate information in writing to the Customer about such an injury to the extent similar to the information as set out in the records of work injuries. The provision as made pursuant to this

paragraph does not affect the obligations of the Provider pursuant to the legal regulations on recording and registration of injuries at work.

21. The Provider shall be obliged to ensure that its employees participating in its performance at the construction site refrain from drinking alcohol, using addictive, narcotic or psychotropic substances at the construction site and from entering the construction site under the influence of these. The Customer is entitled to perform range-finding breath tests in order to ascertain the presence of alcohol or other above-mentioned substances and the Provider is obliged to ensure that its employees will undergo such test carried out by the Customer or by a person designated by the Customer.

The Provider shall be obliged to ensure that an employee who entered the construction site under the influence of alcohol, addictive, narcotic or psychotropic substances or uses these at the construction site, and/or employees who refuse to undergo a breath test will immediately leave the construction site. In the stated cases, the Customer also has the right to banish such employee from the construction site on behalf of the Provider. This process applied by the Customer shall not affect the due and timely course of the Provider's performance.

22. The Provider shall be obliged fulfil all the duties which ensue from the regulations governing the area of the occupational health and safety also in relation to the means which will be provided by the Customer to the Provider for the purpose of ensuring safety. The Customer shall not be liable in connection with the use of such means.

III. Fire protection

1. The Provider shall be obliged to comply with both the legal and other regulations regarding the fire protection and the Customer 's instruction in the area of fire protection at the construction site.
2. The Provider shall be obliged to determine all the necessary fire protection measures, to train its employees and other persons who participate in fulfilment via the Provider in fire protection before the commencement of its performance fulfilment, as well as to carry out the inspections at the construction site, which is handed over, to the extent as set out pursuant to the legal regulations on fire protection.
3. The Provider shall be obliged to inform the Customer in writing without unnecessary delay on every fire that happened at the handed over construction site. This does not affect the obligation of the Provider to announce such fires to the fire brigade and the competent public authorities or other obligations resulting from legal or other regulations on fire protection.
4. When carrying out activities and when operating equipment with an increased fire risk or performing activities in spaces with an increased fire risk, the Provider shall be liable for their fire protection, especially by avoiding the creation of fire risk, by removal of flammable substances, by providing for firefighting means, by fire supervision and establishment of sufficient escape routes. A copy of the written instruction issued pursuant to the legal regulations on fire protection for the performance of activities with a naked flame shall also be submitted by the Provider to the designated representative of the Customer, on time before the commencement of activities or before operating equipment that bears increased fire risk.

5. The Provider shall be also obliged to ensure subsequent supervision at the construction site after completion of work with a naked flame or of other activities, which pose an increased risk of fire to the extent as set out pursuant to the legal regulations on fire protection and the relevant Czech technical standards.

IV. Environmental Protection

1. In accordance with legal regulations the Provider shall be obliged to adopt all measures to reduce noise levels caused by its activities at the construction site and also the measures to effectively protect the ground water, underground streams, drains or other sources of water at the construction site and on the adjacent plots of land against the pollution.
2. The Provider shall be obliged to maintain order and cleanliness at the construction site and on the access roads to the construction site and to continuously remove waste and pollution created in the course of fulfilment of the Provider's obligation, to use technical measures to prevent encroachment of such waste and pollution outside of the construction site and to ensure its storage and disposal pursuant to the legal regulations on waste with the aim to maximize the re-use of the waste.
3. The Provider shall be obliged to deliver to the Customer its performance and also the records of waste generated within its activities, as well as the activities of all other parties who are participating in the Provider's performance. Requirements for waste records are defined by the legal regulations on waste. Submitting the complete waste records is a prerequisite for the due payment of the Provider's debt.
4. If the Customer has established sorting of waste at the construction site or participates in this and calls on the Provider to also participate in it, the Provider is obliged to comply with such an implemented procedure for sorting and storage of individual types of waste. The level and manner of the Provider's share in costs relating to such sorting waste at the construction site result from the Contract between the Customer and the Provider.
5. If the Provider fails to fulfil its duties with regards to maintenance of cleanliness on the construction site and access routes to the construction site or storage of waste determined by the Customer even within a reasonable additional period, the Customer is entitled to fulfil these duties in its own right or by means of a third party at the cost of the Provider.
6. The Provider undertakes to safeguard vehicles and building machinery at the construction site that are used for the Provider's performance against the leakage of operational liquids into the ground or water and not to leave engines running needlessly. The Provider must not carry out the maintenance of vehicles and building machinery and top up operational liquids at the construction site.
7. The Provider shall be obliged to dispose of chemical substances and chemical preparations at the construction site in a manner stipulated by the legal regulations on chemical substances and chemical preparations. If called to do so by the Customer, the Provider is obliged to provide the Customer with a list of dangerous chemical substances and mixtures which the Provider disposes of in the course of its performance, as well as copies of the safety notes or written rules, or possibly the documentation on the Provider's training or training of its employees by a qualified person, if this is required pursuant to the legal regulations.
8. The Provider is obliged to comply with the legal regulations on environmental and landscape protection in the course of its performance and to refrain from damaging trees or

other vegetation. The Provider shall be obliged to negotiate with the competent public authorities a permission to cut down trees that are determined for removal according to the project documentation. The Customer will draw up a power of attorney for the Provider for this purpose or will get such a power of attorney drawn up.

9. The Customer made the Provider acquainted with the Customer 's environmental policy and the Provider undertakes to comply with the principles of environmental protection resulting from this policy.

V. The Skanska Minimum Requirements regarding occupational health and safety (hereinafter referred to as the "H&S") and fire protection (hereinafter referred to as the "FP")

1. The Provider is also obliged to comply with duties arising from the following the Minimum Requirements to ensure and manage H&S and FP at the construction site (hereinafter referred to as the „*Minimum Requirements*”).

2. Check-up execution

2.1 Provider is obliged to carry out regular check-up of compliance with laws and other regulations regarding H&S and FP on its construction site, on which its workplace is located, at least once per calendar week and the results shall be recorded in an H&S and FP book or in the site log-book. If the Provider's performance time is less than one calendar week, the Provider shall be obliged to perform the check-up at least once during the performance time and the results shall be recorded in an H&S and FP books or in the site log-book.

2.2. In the event of uncovering dangerous behaviour or risky situation at the construction site where the Provider's workplace is located, the Provider shall be obliged to discontinue the work and to inform the Customer's Site Manager or other designated Customer's representative immediately in writing.

3. Communication

3.1 The Provider shall ensure that its employees participating in its performance at the construction site are trained on the rules according to the legal and other regulations on H&S and FP in a language they understand. The Provider shall be obliged to deliver the proof of training to the Customer's Site Manager at least one day prior to the commencement of performance for the Customer.

3.2 The Provider shall be obliged to hand over to its employees participating in the Provider's performance information on H&S and FP on daily basis, especially risk assessment and descriptions of technology and safe work practices also in the Czech or Slovak languages so that the Customer could check the assessments or descriptions.

3.3 The Provider shall be obliged to ensure at the construction site the continued presence of at least one person who will be able to provide translation for those employees who do not speak Czech or Slovak language.

4. Registry of persons and entrance and access control to the Customer's construction site

4.1 On arrival at the construction site the Provider (or his employee) is obliged to report his arrival to the Customer's Head Employee. The Provider shall ensure that this

duty will perform even another person (or their employees), who performs the performance for the Customer through suppliers.

4.2 *Registry in the electronic attendance system*

4.2.1 The Provider shall be obliged to ensure registry of the presence of all its employees in the electronic system of registry and **control of entrance and access** if at the given construction site the Customer uses an electronic system of the movement of persons (e.g. ConVision). An electronic method of keeping the registry of presence of persons is hence in such case binding for all the providers. The Provider is shall be obliged to ensure that the obligation of such registry is properly performed also by the Provider's employees.

4.2.2 With the registry of persons by means of electronic attendance system the Provider shall be obliged to ensure that all its employees:

- a) Shall, at the entrance to the construction site, personally record their arrival at the reading point of the electronic attendance system at the construction site and
- b) Shall, when leaving the construction site, personally record their departure at the reading point of the electronic attendance system at the construction site; this applies even for the breaks at work, during which they leave the construction site.

4.2.3 Individual electronic cards with the name are not transferable and the Provider shall be obliged to ensure that its employees shall:

- a) Wear these cards at all times during their presence at the construction site and
- b) Report the loss of the card immediately to the Customer's Head Employee.

4.2.4 The Provider has similar obligations to ensure the registry in the electronic attendance system, as mentioned above; even if the Provider carries out performance for the Customer at the construction site without their own employees.

5. *Initial training in the workplace*

The Provider shall be obliged to undergo Customer's initial training before the first entering the construction site. The Provider undertakes to ensure that its employees and other persons who, at his request or with his knowledge enter the construction site participate in this initial training.

6. *Risk assessment*

The Provider shall be obliged to prepare a written assessment of risks of potential threats to life and health during the performance (activities) that Provider carries out for the Customer at the construction site and descriptions of safe working practices. The Provider shall be obliged to submit written assessment of risks and descriptions of safe working practices to the Site Manager or Foreman of the Customer namely no later than one day prior to the start of the performance.

7. *Technological procedures*

7.1 The Provider shall be obliged to develop a technological procedure for the performance at the construction site which must at least contain:

- Continuity and concurrence of individual work operations,
- Safe workflow for the given work activity,

- Assessment of significant risks in each phase of the work activity, including risks endangering the environs,
- Use of machines and special work instruments,
- Kinds and types of auxiliary working structures,
- Means of transport (both vertical and horizontal),
- Technical and organisational measures to ensure H&S and FP, including the PPE,
- Method for checking the measures that were introduced,
- Extraordinary conditions and emergency procedures.

7.2 The Provider shall not commence the performance at the construction site without technological procedure or without determining safe work practices.

7.3 The Provider shall submit without undue delay after the request from the Customer's this technological procedure to the Site Manager or other representative designated.

8. Start card

8.1 The Provider shall be obliged to ensure that its employees participating in its performance are informed about identified risks and on safe work practices within the daily allocation of work by filling in the so-called Start card.

8.2 The Provider shall be obliged to have the Start card prepared for each activity within its performance at the construction site. The Start card must be assessed (filled in) prior to each Provider's performance. In the event of a repeated performance, the Provider shall update the Start card at least once a day in relation to risks arising from its performance or in connection with it. The Provider shall be obliged to maintain the Start cards at the construction site and submit them to the Customer's Site Manager or other person designated by the Customer on request.

8.3 The Sample Start card is included in the Annex No. 1 to these contractual conditions and the Provider is responsible for the preparation and recency of data therein to the extent involving Provider employees r, or to the extent involving the Provider per se, if the performance for the Customer is provided without the Provider's own employees. The Customer's Site Manager or another representative designated by the Customer is entitled to verify the truthfulness of data in the Start Card prepared by the Provider.

9. Safety discussion

At least once per week, the Provider shall perform with its employees at the construction site a discussion focused on the ongoing and follow-up work at least once per week in order to highlight the current and future risk operations and potential hazards and necessary precautions. Written records of the current subject shall be made upon these discussions in (e.g. into H&S Book, site log-book), which shall be signed by all participants.

10. Personal protective equipment (PPE)

10.1 Especially during the performance of obligations under the Article II paragraph 7 of these contractual conditions, the Provider shall be obliged to ensure the proper use of the following personal protective equipment (hereinafter referred to as the "PPE") throughout the presence at the construction site:

10.1.1 *Protective helmet*

All persons must use at the construction site a certified protective helmet. Each person must have his name and surname stated on the helmet.

The Supplier shall be obliged to respect, follow and ensure the compliance with the following colour coding:

Red	Management (top management, directors) employees who are not part of the project /premises (auditors, building surveyors, engineering inspectors, quality controller, etc.), guests and visitors
White	Site Managers, foremen, district managers, project managers; office workers who are part of the project/premises
Yellow	Blue-collar workers
Green	H&S – technician/specialist/team leader
Blue	Signalmen

10.1.2 *Reflective vest*

All persons must use the vests or a high-visibility reflective clothing which meet conditions of the 2nd safety class in the upper part of the body throughout their stay at the construction site. Binders and signalmen must be visibly differentiated from other employees at the time of lifting operations.

10.1.3 *Eye protection*

All persons must use certified protective goggles throughout their stay at the construction site. Standard corrective eye-glasses are not considered protective goggles.

10.1.4 *Protective clothing*

All persons must use only the protective clothing which is certified and appropriate for the activities under the assessed risks throughout their stay at the construction site. It is prohibited to use trousers with shortened trouser legs or otherwise modified parts of PPE on construction sites.

10.1.5 *Safety footwear*

All persons must use the boots with reinforced toe, toe box against punctures and non-slip soles throughout their stay at the construction site.

10.1.6 *Work gloves*

All persons must use protective gloves throughout their stay at the construction site s. Gloves must be appropriate to the nature of activities carried out by the person concerned.

All other personal protective equipment must be used in accordance with the assessed work risks.

11. H&S and FP documentation and minimum requirements for hazardous work at the construction site

11.1 *Documentation for high-risk work*

Always before the start of hazardous work at the construction site, the Provider shall be obliged to prove to the Customer the following documentation for H&S and FP:

- Technological procedure for executed works (safe work procedure),
- Assessment of risks ensuing from the executed works,
- Familiarisation with technological procedure and assessed risks,
- Proofs of the H&S and FP trainings,
- Proofs of professional competence for specific professions,
- Proofs of medical fitness of the employees,
- Documents for construction machinery operation (machinist ID card less than 2 years old),
- Evidence of reviews, checks, tests and inspections of utilised machinery, equipment, means of work and transport, tools, restricted technical equipment, etc.
- System for safe work of lifting equipment, including proofs of professional competence of binders/signalmen/crane operators (less than 15 months old) and
- Operation documentation, manufacturer instructions, assembly instructions and manuals for utilised machines and other means of work.

11.2 *Daily allocation of work / Start Card for high-risk work*

The Provider is responsible for the assignment of work activities at the construction site and for the risk assessment arising from everyday execution and before each new work activity. The Provider shall be obliged to duly familiarise its employees participating in the Provider's performance at the construction site with the work activity, including safe work procedure, and with the assessment of risks ensuing from the work activity before its commencement and to keep the written records of their instruction.

11.3 *Permit for high-risk work*

The Provider shall be obliged to issue permit for high-risk work to its employees participating in its performance at the construction site, for the high-risk work and to ensure that the work is not carried out without this permit.

The provider shall be obliged to request the form of the Permit for high-risk work at the construction site from the Site Manager or from another person designated by the Customer prior to the start of the given high-risk work.

The permit for high-risk work at the construction site may be issued only by qualified responsible person who underwent the appropriate training and knowledge of the work that shall be done. Such person must be also authorised to adopt measures (reject to issue the permit, withdraw the permit or revoking it), if necessary.

Before the permit is issued, the Site Manager or other person designated by the Customer must be provided with the proof that all the necessary measures were taken. The work cannot be commenced before the check of work conditions and equipment

is finalised (filling in the permit at work) and unless the designated employees are given the instruction before the start of the work (e.g. the Start cart).

The Provider is obliged to announce in advance to the Customer's Site Manager or to other person designated by the Customer the name of the person who is authorised to issue the permit for the high-risk work to the Provider's employees.

11.4 *High-risk work, for which the permit is required pursuant to the previous provisions*

<i>Work at heights</i>	Work at which there is a danger of falling from a height or into depth with the use of individual locking.
<i>Earthworks</i>	Work exposing employees to the risk of injury or death by means of a landslide of loose soil in an excavation.
<i>Lifting operations</i>	All lifting operations where the lifting equipment is utilised
<i>Works accompanied by the risk of fire</i>	Welding and similar activities with open fire.
<i>Work in confined space</i>	Work in the space with the restricted possibility of moving or escaping, spaces with limited airflow

11.5 *Regular inspections of the workplace during high-risk work*

At each Provider's workplace at the construction site, the level of measures ensuring occupational health and safety must be regularly checked. The Provider shall be obliged to ensure that these inspections are carried out by the Provider's Head Employees or other persons who in the event of deficiencies may stop the work immediately and facilitate the rectification.

The workplace inspection must be carried out every day with a record into the H&S Book and FP or the site log-book.

11.6 *Hazardous chemical substances and mixtures*

The Provider shall be obliged to familiarise its employees with the content of the relevant safety data sheet or the written rules for the H&S and the environment protection applicable when working with hazardous chemical substances and mixtures at the construction site that were approved by the public health authority. This data sheet must be available to employees at all times when working with a hazardous substance or a mixture.

Up request, the Provider shall be obliged to submit to the Site Manager or other person designated by the Customer the complete list of hazardous chemical substances and mixtures that are used, including the safety data sheets and the relevant written rules.

12. *First aid*

12.1 The Provider is required to determine the appropriate number of trained persons, who if necessary, provide the first aid at the construction site. Their number depends on the number of persons at the construction site and the risk rate of the work.

12.2 The Provider shall provide a reasonable number of first aid kits at the construction site to provide first aid. For each workplace, first aid kit (at least the approved first-aid kit for the car) must be available within the maximum distance of 100 m.

- 12.3 In the case of hazardous situations at the construction site, the Provider shall be obliged to prepare the rescue and evacuation plan (e.g. for work in confined spaces, work at heights) which has to be submitted to the Provider's Head Employee for approval.

13. Reporting of incidents

- 13.1 Incidents shall mean:

Near-miss - an accident that happened, but thanks to favourable circumstances, no-one was injured.

Injury - an accident in which a person was injured, but the nature of injury does not prevent the person concerned from continuing in his work (e.g. cut finger)

Injury with incapacity to work – an accident which does not allow the person concerned to continue working and requires time to heal (including injuries with hospital admission).

Fatal accident.

An extraordinary event that resulted in the damage to the property.

- 13.2 The Provider shall be obliged to report all incidents immediately to the Customer's Head Employee present in the vicinity of the incident.
- 13.3 The Provider shall be obliged to ensure that after the fatal accident, a severe injury or dangerous situation at the construction site the place of the incident must be kept intact until the event is registered.
- 13.4 The Provider shall be obliged to ensure that all incidents involving injury shall be recorded in the book of accidents.
- 13.5 The Provider shall be also obliged to report to the Customer's Head Employee present in the vicinity of the incident all the incidents that under the law are subject to the notification to authorities. The Provider shall be obliged to inform the competent authorities of the incident. A copy of the Provider's official report for the authorities must be submitted by the Provider to the Customer's Site Manager.

14. Breach of regulations

- 14.1 The Provider shall be obliged to ensure that any breach of legal and other regulations at the construction site governing the area of H&S and FP must be written in an H&S Book and FP or in the site log-book.
- 14.2 Should the Provider's employee breach the regulations under the preceding paragraph, the Provider shall immediately provide for the rectification. Otherwise, the Customer is entitled to require that the Provider shall banish such an employee violating the rules from the construction site. In such a case the Provider undertakes to ensure that the worker concerned leaves the construction site immediately.
- 14.3 Failure to meet the obligations under these Skanska Minimum Requirements is considered a material breach of contractual obligations.
- 14.4 Material breach of the contractual duties may also involve the below-stated incidents that occur at the construction site:

- a) Provider or a Provider's employee works in such a way that exposes himself or others at risk of serious injury or death,
- b) Provider or a Provider's employee who despite being alerted to deficiencies repeatedly continues to violate regulations governing the H&S and FP.

14.5 In case of breach of the regulations related to H&S and FP at the construction site, the Customer may issue a written notice that will be handed to the person who violated any of these regulations. The Customer shall provide a copy of a written notice to the Provider if its employee violated any of the regulations at the construction site that are related to H&S and FP.

The Provider shall ensure that the employee, who violated any of the regulations governing H&S and FP at the construction site and received the above mentioned notice, will attend training on the regulations governing H&S and FP the next working day also in the presence of the Provider.

The Provider has a similar obligation under the preceding sentence if the Provider carries out performance for the Customer without own employees.

Immediately after receiving the Customer's notice, the Provider shall banish from the construction site its employee who after receiving the first written notice repeatedly breached the regulations related to the H&S and FP.

14.6 In the event that the Provider's employee acts in the below mentioned way (hereinafter referred to as "**gross violation of the regulations**"), the Provider shall be obliged to banish the person from the construction site immediately; however, if the Provider fails to do so immediately, the Provider shall be obliged to banish such person at the call of the Customer. The content of the call, including a clear description of the gross violation of the regulations and identification of the person who committed the gross violation of the regulations shall be entered in the site log-book by the Customer.

A gross violation of the regulations leading to immediate banishment from the construction site shall involve the below-stated incidents:

- Bullying, threats or aggressive behaviour;
- Sexual harassment or racial intolerance;
- Theft;
- Trespassing into forbidden zones;
- Unauthorised operation of mechanisms and equipment;
- Damage to safety equipment such as safety barriers, etc.;
- Exposure of themselves or their surroundings mortal risk;
- Execution of high-risk work without the permit for high-risk work under these Skanska Minimum Standards.

VI. Confirmation of debt

1. If the Provider or its employee breaches the duties in respect of occupational health and safety, fire protection or environmental protection required by the legal or other regulations or agreed by contract and these contractual conditions, the Customer has the right to a contractual penalty from the Provider. The amount of contractual penalties for each breach of obligations in the area of occupational health and safety, fire protection, environmental protection is agreed as follows:
 - a) Not using protective personal equipment (such as the safety helmet, safety reflective vest, safety boots of the category S3, protective goggles, work gloves, etc.): CZK 1,000.00 for every case of detected breach and for every not utilised personal protective equipment;
 - b) Not using personal locking for working at heights: CZK 20,000.00 for every case of detected breach;
 - c) Carrying out an activity without appropriate professional competence or medical fitness: CZK 20,000.00 for every case of detected breach;
 - d) Damage or failure to fit safety devices (e.g., fencing, barriers, etc.): CZK 5,000.00 for every case of detected breach;
 - e) Burning waste or other environmental pollution: CZK 10,000.00 for every case of detected breach;
 - f) Contamination or damage to the construction site area: CZK 10,000.00 for every case of detected breach;
 - g) Violation of the ban on smoking in prohibited places: CZK 3,000.00 for every case of detected breach;
 - h) Possession of alcohol at the construction site or a positive breath test: CZK 20,000.00 for every case of detected breach;
 - i) For each breach of other obligations in the field of occupational health and safety, fire protection or environmental protection policy or other legal or other regulations or agreed under the contract and these contractual conditions: CZK 5,000.00.
2. Negotiation of contractual penalties shall not affect the right to damages resulting from the breach of the obligation, to which a contractual penalty applies.

VII. Provider's duty to demonstrably inform other persons about these contractual conditions

The Provider shall be obliged to demonstrably inform all persons participating in the Provider's performance as sub-providers for Skanska Group on these contractual conditions and to commit them in writing to adherence with these conditions at least to the same scope as the Provider is committed in relation to the Customer. This does not affect the liability of the Provider to comply with adherence to these contractual conditions.

Annex number 1 - Start Card:

SKANSKA

Start Karta

Pracoviště:

Společnost / Dodavatel:

Odpovědný zástupce:

Datum a čas vystavení:

Platnost do:

Technologický postup č.:

Prováděná práce:

Popis práce:

Místo práce:

SKANSKA

Vysoce rizikové práce

Nutné povolení k zahájení práce



Práce ve výškách



Zemní práce



Zdvihací operace



Práce ve stísněném prostoru



Práce s rizikem požáru

Nutná kontrola stanovených opatření na následující straně



Provoz dopravy a komunikace



Práce v ochranném pásmu



Dočasné stavební konstrukce



Stroje a zařízení



Organizace pracoviště

Nebezpečí v bezprostřední blízkosti pracoviště:



Elektrické nebezpečí



Nebezpečí pádu



Ohrožení veřejnosti



Pád materiálu při manipulaci



Nebezpečí výbuchu



Nestabilní podloží



Práce v blízkosti vody



Práce za provozu



Padající předměty



Vlivy počasí



Ostré předměty



Stlačení končetiny



Pohyblivé části strojů



Propadnutí



Zakopnutí, uklouznutí



Chemické látky



Prach



Vibrace



Hluk



Horké povrchy



Jiná nebezpečí

Jsou v okolí pracoviště nějaká další nebezpečí?

Poznámky/Komentáře



SKANSKA

Stanovená opatření

Před zahájením práce se ujisti, že jsou všechna nutná opatření zavedena

Provoz dopravy a komunikace	
<input type="checkbox"/> Vymezení tras pro dopravu a pěší	<input type="checkbox"/> Dopravní a jiné značení
<input type="checkbox"/> Určený naváděč / Komunikační systém	<input type="checkbox"/> Zábrany a ohrazení
<input type="checkbox"/> Světelná / Zvuková signalizace	<input type="checkbox"/> Osoba pro řízení / střežení provozu
Práce v ochranném pásmu	
<input type="checkbox"/> Povolení správce inženýrské sítě	<input type="checkbox"/> Podjezdové brány
<input type="checkbox"/> Vymezení a označení ochranného pásma	<input type="checkbox"/> Bezpečný pracovní postup
<input type="checkbox"/> Bezpečná vzdálenost	<input type="checkbox"/> Havarijný postup
Dočasné stavební konstrukce	
<input type="checkbox"/> Montážní návod / Technologický postup	<input type="checkbox"/> Pravidelná kontrola
<input type="checkbox"/> Statický výpočet a výkresová dokumentace	<input type="checkbox"/> Doprava, skladování a stabilita
<input type="checkbox"/> Předání a převzetí konstrukce	<input type="checkbox"/> Označení zákazu vstupu
Stroje a zařízení	
<input type="checkbox"/> Přístup k zařízení / Nástupní plocha	<input type="checkbox"/> Místo ustavení stroje
<input type="checkbox"/> Kontrola před uvedením do provozu	<input type="checkbox"/> Oprávnění k obsluze
<input type="checkbox"/> Ochranné kryty a zábrany	<input type="checkbox"/> Bezpečná vzdálenost od strojů
Organizace pracoviště	
<input type="checkbox"/> Pořádek na pracovišti	<input type="checkbox"/> Pracovní podmínky a zázemí
<input type="checkbox"/> Ohrožené a nebezpečné prostory	<input type="checkbox"/> Dostatečné osvětlení pracoviště
<input type="checkbox"/> Ochrana před rizikovými faktory (OOPP)	<input type="checkbox"/> Odpadové hospodářství

Osobní ochranné pracovní prostředky (OOPP):

Standard OOPP Skanska:



Specifické OOPP:

Ochrana sluchu	Ochranná rouška	Celotělový postroj	Nehořlavý oblek	Svářečská kukla	Bezpečnostní obuv S5
Ochranný štít	Celotělová kombinéza	Antivibrační / protipořezové rukavice	Ochrana kolen	Oděv do nepříznivého počasí	Jiné

Umístění prostředků pro případ mimořádné události:

	Přenosný hasicí přístroj:	<input type="checkbox"/>
	Místo první pomoci:	<input type="checkbox"/>

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Svým podpisem stvrzuji, že jsem byl seznámen s obsahem této Startkarty, s bezpečným postupem prací a s probíhajícími rizikovými činnostmi na pracovišti a v jeho okolí. Podpisem stvrzuji, že jsem všem podaným informacím porozuměl, a budu se jimi řídit.

Jméno a příjmení	Datum						
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	Jméno a příjmení:	Funkce:	Podpis:
Start Karty vyhotovil	█	█	

SKANSKA

Movement of loads
over the place of work

Limb pressing

Loose machine parts

Collision with
vehicles

Unstable subsoil

Toxic substances

IR, laser

Corrosive substances

Irritating agents

Other danger