



New Zealand Steel Limited

General Site Requirements

Applicable to all Contractors, Suppliers, and Visitors to New Zealand Steel sites

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1 Background

- 1.1 The purpose of this document is to inform visitors to New Zealand Steel sites, including all suppliers, contractors and sub-contractors, of the minimum requirements expected when working, visiting or otherwise operating at any New Zealand Steel site.
- 1.2 New Zealand Steel is committed to achieving a Zero Harm working environment. Achieving this goal will require the combined efforts of all New Zealand Steel employees and Contractors.
- 1.3 These conditions set out the minimum health, safety and environmental requirements (HSE) applying to the performance of contracted activities (“Works”) on New Zealand Steel sites. The objective of these conditions is that:
- (a) the Works are planned and conducted in a way that secures the health and safety of all New Zealand Steel employees, customers and the community at all times;
 - (b) the environment is protected at all times; and
 - (c) a safe and healthy working environment conducive to job satisfaction and productivity is promoted.
- 1.4 The Contractor must at all times carry out the Works in accordance with all relevant and current laws, applicable orders, regulations and standards and with generally accepted good working practices, including, without limitation Employment Relations Act 2000 and Health and Safety in Employment Act 1992, Resource Management Act 1991, Hazardous Substances and New Organisms Act 1996 and in accordance with all New Zealand Steel Policy Documents.
- 1.5 New Zealand Steel does not intend the information contained in these conditions to be exhaustive and it remains the Contractor’s responsibility to ensure that it is properly informed and up-to-date.
- 1.6 New Zealand Steel acknowledges that not all conditions listed in this document are relevant to every Contractor to New Zealand Steel. Each Contractor must satisfy themselves of their relevant minimum HSE and general requirements under these conditions.
- 1.7 Where New Zealand Steel has issued the Contractor a Site Licence, this document will not apply to any Work undertaken by the Contractor within the boundaries identified under that Site Licence.

2 Definitions

- 2.1 In these conditions:

“**Agreement**” means the agreement between New Zealand Steel and the Contractor pursuant to which the Contractor has agreed to carry out the Works.

“**Contractor**” means all suppliers, contractors and sub-contractors working, visiting or otherwise operating at any New Zealand Steel site.

“**HSE**” means health, safety and environment.

“**Personnel**” means employees and sub-contractors of the Contractor and its sub-contractors’ employees.

“**Site**” means New Zealand Steel’s premises at Glenbrook, Waikato North Head or Taharoa, or, where appropriate, that part, or those parts of New Zealand Steel’s premises where the Works are to be carried out. This includes any water and slurry pipelines into the Glenbrook premises, and any access areas to those pipelines.

“Works” means all activities to be carried out by the Contractor at any New Zealand Steel Site.

3 New Zealand Steel Obligations

- 3.1 Where requested by the Contractor, New Zealand Steel will advise the Contractor on applicable New Zealand Steel procedures, policies, systems, permits or resource consents. These will be made available to the Contractor by New Zealand Steel upon request, and New Zealand Steel will endeavour to provide assistance in understanding of the same.
- 3.2 New Zealand Steel will clearly identify to the Contractor responsible New Zealand Steel personnel. These may include Contract Managers, Contract Owners, Authorized Representatives, Environmental Personnel, or Safety Personnel.
- 3.3 New Zealand Steel endeavours to provide a timely response to any queries in relation to this document.

4 Health, Safety and Environmental Management Planning

- 4.1 New Zealand Steel, at its sole discretion, may require the Contractor to develop, implement and administer a written Health, Safety and Environmental Management Plan (“Plan”) in respect of the Works. The Contractor must, to the satisfaction of New Zealand Steel, regularly monitor the implementation of the Plan, no less than annually carry out a full evaluation of the Plan and its implementation and present a written report on the findings of that evaluation to New Zealand Steel. The Plan must demonstrate the Contractor’s commitment to health, safety and the environment and must include as a minimum, the following auditable elements or such of these as New Zealand Steel may advise are applicable to the Works:
 - (a) Clear definition of the safety and environmental responsibilities of all key personnel involved in undertaking the Works.
 - (b) Details of Health Safety and Environment (“HSE”) communications and meetings, including regular minuted toolbox meetings, site HSE meetings and contract HSE meetings and details of the frequency of site-specific inspections and audits by the Contractor in relation to the Works.
 - (c) Details of the Contractor’s processes for monitoring and evaluating the implementation of the Plan and reporting to New Zealand Steel on this.
 - (d) Assessment of Sub-Contractors, including requirements for HSE plans from sub-contractors.
 - (e) HSE awareness promotions for Personnel.
 - (f) HSE workplace environment, including provision for monitoring employee exposures to noise, dust, etc.
 - (g) Rules and regulations including HSE procedures the Contractor has in place for recurring work activities.
 - (h) Personal protective equipment rules.
 - (i) Management of hazardous substances in accordance with relevant New Zealand legislation, regulations and rules and New Zealand Steel’s Policy Documents.
 - (j) System of hazard identification and risk control, such as Safe System of Work (SSW) for introduced hazards, and / or Job Safety Environment Analysis (JSEA) for introduced hazards; design control and hold points for hazard studies in design.

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- (k) Dates for Contractor system audits.
 - (i) Audits to ensure compliance with HSE plans.
 - (ii) Regular site HSE inspections and audits.
 - (iii) Inspection of plant, tools and equipment prior to introduction to Site and regularly thereafter.
 - (l) Accident/incident reporting, recording, investigation and analysis which ensures that root cause is established and corrective action taken and this action is communicated to report initiators.
 - (m) Evacuation and emergency planning for the Works.
 - (n) Rehabilitation procedures which encourage an early return to work.
 - (o) Record keeping including details of what is kept and for how long.
 - (p) Procedure for first care treatment in case of injury.
 - (q) Appropriate safety and environment metrics and KPIs which are identified, trended and reported.
 - (r) A training plan and training register demonstrating that its Personnel are appropriately trained and competent to perform work in a safe and skilful manner.
 - (s) Management of activities on Site in accordance with New Zealand Steel's current environmental standards and all resource consents held by New Zealand Steel in respect of the Site.
 - (t) A change management process which assesses potential HSE risks and ensures that appropriate action is taken.
 - (u) Formulation and implementation of a safety improvement plan.

If New Zealand Steel identifies deficiencies in the form or content of the Plan, the Contractor must remedy those deficiencies as required by New Zealand Steel.

- 4.2 Notwithstanding clause 4.1, New Zealand Steel, at its sole discretion, reserves the right to perform an audit of the health, safety and environmental systems (Systems Audit) of the Contractor. This may include (without limitation) an audit of elements listed under clause 4.1. The Contractor must cooperate with New Zealand Steel in respect of any Systems Audit.
- 4.3 If a Systems Audit is completed, New Zealand Steel will share the outcome of it with the Contractor within 10 working days of its completion. If New Zealand Steel identifies any non-compliances or deficiencies as a result of the Systems Audit, within 20 working days of being notified of those non-compliances or deficiencies, the Contractor must submit to New Zealand Steel a plan to rectify non-compliances, including a timeframe within which this will be completed.
- 4.4 The Contractor must comply with any plan prepared by it under clause 3.1 to the satisfaction of New Zealand Steel.

5 Health, Safety and Environmental Requirements

5.1 Plant or Process Specific Hazards

- (a) Plant or process specific hazards, be they safety, environmental or otherwise in nature, applicable to the Works will be identified and documented by New Zealand Steel and notified to the Contractor.
- (b) New Zealand Steel will make all reasonable efforts to ensure that the information provided is complete and correct. However, the Contractor must

not rely on this information and must make its own assessment of the hazards and risks associated with the Works.

5.2 Hazardous Substances

- (a) Hazardous substances are any substances or materials specified in Hazardous Substances and New Organisms Act 2006.
- (b) Where there are environmental implications relevant to the Works (eg. use of dangerous or hazardous substances, radiation, gas emissions, etc.), the Contractor must advise New Zealand Steel and obtain the appropriate work procedures from New Zealand Steel before authorisation will be given for the Works to proceed.
- (c) Prior to any hazardous substances being brought onto the Site or produced on the Site, the Contractor must submit to the New Zealand Steel, in accordance with documents EV - 1105.010 through EV - 1105.090, the following:
 - (i) Safety Data Sheets (SDS) in accordance with the requirements of the Hazardous Substances and New Organisms Act 1996 and related regulations;
 - (ii) details of the purpose of bringing the hazardous substance onto the Site;
 - (iii) details of the proposed method of disposal; and
 - (iv) details of the safety and environmental precautions/requirements.

The information must be provided at least three working days prior to the expected date for bringing the hazardous substances on to the Site or producing the hazardous substances on the Site.

- (d) The Contractor must comply with all relevant laws and regulations with regard to hazardous substances, including those relating to transportation of hazardous substances to and from the Site, and the handling, storage and labelling of hazardous substances on the Site.
- (e) The Contractor must maintain a current listing of hazardous substances held at the Site.

5.3 Construction Procedures and Work Permits

The Contractor must identify hazards and potentially hazardous work operations in relation to the Works, in accordance with procedure ANZSMB-OHS-03-01. For each work operation or task, the Contractor must involve its Personnel in the development of a job safety and environmental analysis (JSEA) or such other process as New Zealand Steel adopts from time to time that :

- (a) describes the operation to be performed in the sequence of the basic job steps;
- (b) identifies the hazard or potential hazard; and
- (c) describes how the hazard will be managed to minimise the risk

5.4 The JSEA must be developed and recorded in New Zealand Steel's standard format as provided to the Contractor and the completed JSEA must be processed according to the procedures and permits governing them at the time prior to commencement of the Works.

5.5 While undertaking the Works, additional hazardous operations may be identified by the Contractor, its Personnel, other contractors or subcontractors or the New Zealand Steel Representative. For each such newly identified hazardous operation

or task, the Contractor must prepare a JESA as described above and further approval must be obtained from the New Zealand Steel Representative prior to recommencement of the Works.

5.6 The Contractor must, where reasonable, identify and obtain from New Zealand Steel, all New Zealand Steel permits applicable to the Works. The Contractor is responsible for the coordination of the Permits to Work.

5.7 The Contractor must not start the Works until New Zealand Steel's Representative has issued the relevant Permit to Work according to the JSEA and New Zealand Steel has reviewed and approved the work method and toolbox meetings have been held.

The New Zealand Steel Representative shall assist the Contractor in identifying which Permits to Work will be required in relation to the Works and the Contractor will be given a copy of, or access to a copy of, the New Zealand Steel Policy on Permits to Work.

5.8 Any building, civil or excavation work which meets the definition of "construction work" according to the Health and Safety in Employment Regulations 1995 must only be performed by persons holding a current valid certificate of competence.

5.9 Personal Protection and Hygiene of Personnel

The Contractor must ensure that its Personnel comply with:

(a) New Zealand Steel's minimum clothing and personal protection requirements as outlined in SL – 8216.005 Personal Protective Equipment.

(b) New Zealand Steel department specific clothing standards when working in those departments. The Contractor should contact the New Zealand Steel departmental HSE Officer to determine the appropriate clothing standards prior to its Personnel commencing work on Site;

(c) The Contractor must ensure that its Personnel are appropriately equipped to deal with the environmental conditions of the Site. In particular, the Contractor must ensure that its Personnel have an adequate supply of drinking water, sun protection cream and insect repellent and that appropriate measures are taken to prevent heat exposure and stress. The Contractor must also ensure that its Personnel have access to other necessary amenities and ablution facilities.

5.10 Site Inductions

(a) Basic Safe Work Procedures

The Contractor must ensure that all its Personnel who will have access to the Site have been trained in basic safe working procedures and practices that apply to their trade or industry and will provide New Zealand Steel with evidence of this on request.

(b) Site Specific Safety Issues

The Contractor must ensure that its Personnel have attended and completed, to the satisfaction of New Zealand Steel, all site and plant safety and environmental inductions and permits as required by New Zealand Steel. The Contractor must maintain an induction and permit register for the term of the Works and produce this to New Zealand Steel on request.

5.11 Visitors to Site

The Contractor must seek and obtain New Zealand Steel's prior approval prior to bringing visitors to the Site who have not attended formal induction training. Any such visitors must be signed in and registered at the main gate house and for the

full period the visitor is on the Site, the visitor must remain in the care and custody of a person who has been properly inducted in accordance with SL – 8222.005 Visitors.

5.12 Drug and Alcohol

- (a) Contractors must comply with and must ensure its Personnel comply with a Drug & Alcohol policy that is, as a minimum, consistent with all aspects of the New Zealand Steel testing policy and associated standards (SL-8201.056). The policy strictly prohibits:
 - (i) The use, sale, transfer or possession of drugs and the use or sale of alcohol, while on any New Zealand Steel Site.
 - (ii) Having a level of breath alcohol in excess of the New Zealand road driving limit.
 - (iii) Having a level of drugs in the system that exceeds the Australian/New Zealand Standard AS/NZS 4308:2001.
 - (iv) Having a level of drugs in the system that exceeds the targets values contained in Australian Standard AS 4760:2006.

5.13 Incident Reporting

- (a) The Contractor must notify New Zealand Steel immediately of any incident that occurs on the Site. (SL – 8201.005 and EV – 1101.034)
- (b) An incident includes, without limitation, an unexpected variation from normal processes of production or other activities resulting in the potential for, or actual damage to, plant or equipment or the environment, injury or illness to the Contractor, its Personnel or any other person.
- (c) Any of the Contractor's Personnel who are involved in any significant incidents may be required to submit to drug and alcohol testing in accordance with any then current New Zealand Steel Policy in relation to alcohol and other drugs.

5.14 Safety and Environmental Statistics

The Contractor must complete and submit a Contractor Safety Performance Statistics Report and an Environmental Statistics Report, which will include detail around any incidents and audits, within five working days of the end of each month. All incidents reported must include the New Zealand Steel Incident Reporting Number.

5.15 Plant, Equipment, Power & Hand Tools

- (a) The Contractor must maintain a register of all plant, equipment, power and hand tools, including any hire equipment, brought onto Site by the Contractor and its Personnel and must ensure these are:
 - (i) appropriate for the type of work to be performed;
 - (ii) approved, inspected, tested and tagged (if appropriate) in accordance with HSE statutory regulations and New Zealand Steel Policy Documents;
 - (iii) comply with New Zealand Standards; and
 - (iv) properly maintained.
- (b) No power or hand tools may be modified or altered in any way without the New Zealand Steel's prior approval.

5.16 Security

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- (a) New Zealand Steel has a security fence surrounding the Site and operates a security system. The Contractor must comply with any instructions or requirements of New Zealand Steel's security department, including those relating to the entry and removal of materials, tools and equipment to and from New Zealand Steel's property.
 - (b) All New Zealand Steel provided or loaned materials including scrap and off-cuts shall, unless otherwise stated, remain New Zealand Steel's property.

5.17 Programmed Interference to New Zealand Steel Production Operations

- (a) The Contractor, after consultation with New Zealand Steel, must provide details of any proposed interference activity to New Zealand Steel's plant operations or service 'cut-ins' to be carried out by the Contractor, for the final approval of New Zealand Steel at least 7 days in advance of when the work is planned to be carried out.
- (b) The details required to be submitted include:
 - (i) details of the proposed work and interference;
 - (ii) estimate of work duration;
 - (iii) required services to be provided by New Zealand Steel under the Agreement (eg. isolation and the like);
 - (iv) name of a Contractor's Representative who will supervise the work on the Site; and
 - (v) details of any increased discharge to air, land, water or increased consumption of fresh water or the production of waste,

5.18 Active Systems

- (a) Before commencing any work, the Contractor must consult with New Zealand Steel as to the position of any existing active systems in the work area.
- (b) Where an active service is to be isolated, cut-into or modified as part of the Works, that work must be carried out in accordance with the New Zealand Steel Policy for Isolation (SL – 8209.010).

5.19 Excavation and Earthworks

Prior to commencing any work where any ground is to be disturbed through mechanical excavation or earthworks, the Contractor must conduct an investigation of the work site to determine whether any issues relating to asbestos disposal, soil contamination and/or handling of soils exist and to determine the location of any underground services. These investigations, and any works required must be conducted in accordance with the relevant New Zealand Steel Policies including the New Zealand Steel's procedure for Excavation and Earthworks (SL – 8205.040).

5.20 Access to Site

- (a) Access to the Site shall be by road through the main gate to the Site. Right of entry of vehicles will be confined to loading and unloading of construction plant, tools and materials and those specifically required to perform the Works under the Agreement.
- (b) The Contractor's Personnel have no parking rights within the Site other than within the contractors' car park, as directed by New Zealand Steel. If the Contractor elects to provide transport for its Personnel from public car parks to the Site, it must obtain New Zealand Steel's approval of the route to be used within the Site.

5.21 Contractor's Vehicles & Mobile Equipment

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- (a) The Contractor must comply with the provisions of New Zealand Steel's procedure Vehicle Access to Site (SL – 8222.001) regarding the entry of vehicles onto the Site.
 - (b) The Contractor must ensure that its Personnel who will drive vehicles on the Site hold the minimum of a current and valid New Zealand driver's licence or an appropriate equivalent, and are competent to do so in an efficient and safe manner.
 - (c) The Contractor's vehicles and those of its Personnel must be clearly identified with the company name and logo.

5.22 Registered Ownership

All mobile vehicles and plant used by the Contractor for movement of personnel, materials and equipment on the Site, must be fully registered by the New Zealand Road Transport Authority (RTA) and must be operated in accordance with the requirements of the relevant legislation. The Contractor must, on request, provide New Zealand Steel with a copy of registration certificates for all registered motor vehicles and trailers.

5.23 Insurance

All motor vehicles used by the Contractor on our Site must have comprehensive motor vehicle insurance with a limit of liability of not less \$5,000,000, which covers third party property damage arising from or in relation to any plant or vehicles (registered or unregistered) or any injury to or death of any person arising from or in relation to the use of any unregistered plant or vehicle while on the Site.

5.24 Roadworthiness

The Contractor must ensure all vehicles and plant used by the Contractor on the Site are fully maintained, roadworthy and safe, and hold relevant current certificates of roadworthiness as required under New Zealand legislation.

5.25 Mass Permits

The Contractor must apply for and hold current heavy weight load permits and must retain such permits so they can be inspected by New Zealand Steel on request. The Contractor must not knowingly accept loads in excess of the maximum payload specified on the permit for transport on RTA roads.

5.26 Damage to Principal Roads

- (a) The Contractor must not operate tracked vehicles over either temporary or permanent roads within the Site without the use of timber mats, or other protection measures to prevent damage which have been approved by New Zealand Steel.
- (b) The Contractor must ensure that its Personnel are made aware of New Zealand Steel's requirements under this clause. Any breach of the stated requirements will result in withdrawal of New Zealand Steel's permission to bring the vehicle or plant onto the Site and/or a direction to remove from the Site the employee concerned. Damage caused to any of New Zealand Steel's facilities by reason of any such breach shall be repaired by New Zealand Steel at the Contractor's expense.

5.27 Conditions of entry for mobile equipment

The Contractor must ensure that all mobile equipment (including mobile cranes, elevated work platforms, pile driving rigs and vehicle loading cranes) to be used by the Contractor on the Site comply with the requirements of the New Zealand Steel Policy for the use of mobile equipment (including SL – 8216.030).

5.28 Cleanliness of the Site

- (a) The Contractor shall at all times maintain the Site and all sheds and other areas used by the Contractor in a clean and tidy condition to the satisfaction of New Zealand Steel. All rubbish, waste materials, dirt, mud and the like shall be regularly and appropriately removed from the working areas and compounds and deposited in accordance with the New Zealand Steel waste disposal procedure EV - 1102.112 through EV - 1102.116.
- (b) If these requirements are not met, New Zealand Steel may, having given written notice to the Contractor, have such works performed by others to clean and/or tidy and/or reinstate the areas and the cost of the work shall be repaid by the Contractor to New Zealand Steel as a due debt.
- (c) The contractor shall conserve water and minimise sediment and washing down areas.

5.29 Fresh Water

- (a) Where New Zealand Steel provides the Contractor potable water, the Contractor may use the potable water for kitchen and toilets but must not use potable water for vehicle cleaning or other uses which do not require the water used to be of a potable standard.
- (b) Other water, either secondary water or recycled water, may be supplied by New Zealand Steel to the Contractor as approved by the New Zealand Steel Utilities Department.
- (c) Any fire water supplied must be used for the purpose of fire fighting only.

5.30 Electrical Power

- (a) Any electricity provided by New Zealand Steel to the Contractor will be to the following standard: 240/415 volt 50Hz, 3-phase, neutral and earth. This is an 'industrial dirty' power supply which is influenced by other electrical equipment connected to the power system causing voltage fluctuations and harmonics. All connected electrical equipment shall be rated to withstand any potential fault currents, and New Zealand Steel will not be held liable for any damage or loss caused through any fluctuation to the power supply whatsoever.
- (b) Unless otherwise agreed, the Contractor is responsible for any extension to the power supply from the nominated point of principal's supply including the provision of any distribution board, wiring and any required line conditioning of the supply.
- (c) All of the Contractor's electrical installation and construction work, other than that detailed otherwise in the specification for the Works, shall comply with the minimum requirements given in SL – 8205.001 Electrical Safety.
- (d) Where required, prior to coming on the Site and 28 days in advance of the Contractor's requirements, so that any Work is not affected by any change or upgrading to the supply by New Zealand Steel that might be required, the Contractor must provide an estimate of the maximum power demand likely to be required at various stages of the Works.

5.31 Contractor to Conserve Resources

- (a) The Contractor must ensure that its Personnel at all times take all necessary action to ensure that electricity, water or other New Zealand Steel provided services or materials are used in the most efficient manner possible.
- (b) The Contractor must endeavour to avoid the generation of waste at source, and where this is not possible minimise waste generation through reuse and recycling.

5.32 Drains & Drainage

- (a) Where required, the Contractor must, 28 days prior to commencing any work on the Site, provide New Zealand Steel with details of anticipated effluent quality and quantities.
- (b) The Contractor must ensure pollutants are not introduced into drains or ground water and must comply with all resource consents and New Zealand Steel requirements.
- (c) The Contractor must ensure no contaminants are introduced to any ground surfaces.

5.33 Emergency Preparedness

- (a) At no cost to New Zealand Steel, the Contractor must provide adequate fire fighting equipment for work being undertaken by the Contractor within the Site.
- (b) The Contractor must adhere to any New Zealand Steel emergency response plan in respect of hazardous substances, as required under EV-1105.030.
- (c) Contractors must familiarise themselves with emergency management plans in place for the areas on Site in which Work is being undertaken, and in the event of any emergency, Contractors must adhere to that plan.

5.34 Fires & Airborne Dust

- (a) The Contractor must not burn any materials including industrial wastes, refuse or rubbish on the Site.
- (b) The Contractor must ensure that excessive airborne dust and dirt is not produced on the Site as a result of any work undertaken or vehicles/equipment used by the Contractor in relation to the Works. Any cleaning or watering that may be necessary to comply with this requirement must be carried out immediately at the Contractor's expense as the necessity arises or when directed by New Zealand Steel.

5.35 Noise

- (a) The Contractor must take all reasonable steps to limit the noise level emitted during any part of the Works to less than 85 dB(A) at one metre. Noise generating equipment such as compressors, generators and the like must be sound proofed. The noise generated by such noise generating equipment or the Works in general must not be of a level that will result in the boundary noise limits affecting the Site (maximum of 55dB(A) Monday to Saturday 7am to 10pm, excluding Sunday and Public Holidays and 45 dB(A) for all other times) being exceeded.
- (b) Areas where, in the opinion of New Zealand Steel, it is not practical to reduce the level of noise emission to 85 dB(A) must be roped off and signs erected to prevent personnel who do not have hearing protection from being affected.

5.36 Works Disestablishment

On completion of the Works the Contractor must remove all its equipment, establishment and any associated temporary works from the Site to the satisfaction of New Zealand Steel. Removal of the Contractor's equipment must be carried out to a programme agreed to by New Zealand Steel so as not to disrupt New Zealand Steel's operations.

5.37 Materials & Substances

- (a) Unless expressed to the contrary in the Agreement, the Contractor is responsible for the transport, receipt, dispatch, loading, unloading, storage

and protection of all equipment, materials and substances, including equipment, materials or substances supplied under the Agreement by New Zealand Steel or others.

- (b) The Contractor must comply with the relevant road transport regulations and legislation for load restrains when delivering materials and substances.
- (c) Where required, the Contractor must provide any necessary storage facilities with suitable and adequate lock-up capabilities for equipment and materials which are required to be securely stored or could be damaged or stolen.
- (d) Under no circumstances will New Zealand Steel be held responsible or liable for the loss of any items, equipment or materials belonging to the Contractor that are damaged or stolen.

5.38 Waste & Scrap Disposal

- (a) Unless agreed otherwise or directed by New Zealand Steel, the Contractor must remove and dispose of all spoil including any contaminated and unsuitable material, waste, materials and dismantled equipment from the Site without additional cost to New Zealand Steel. New Zealand Steel requires waste volumes to be minimised through re-use and re-cycling.
- (b) Removal and disposal of waste and scrap materials must be in accordance with the relevant statutory regulations and with New Zealand Steel's Managing Wastes – Approval for Disposal procedure ref. EV – 1102.116.
- (c) The Contractor must collect, cut to a suitable size and deliver all steel scrap and non-ferrous metal scrap as directed by the New Zealand Steel for inspection and instructions for its further handling. The Contractor must not remove any steel scrap or non-ferrous metal scrap from the Site without prior written agreement from New Zealand Steel.
- (d) At no point will the Contractor have ownership or title in any steel scrap or non-ferrous metal scrap, unless otherwise agreed by New Zealand Steel in writing.

5.39 Asbestos and Synthetic Mineral Fibre (SMF) Removal

- (a) Before and during the carrying out the Works the Contractor must identify, and inform New Zealand Steel of, any materials which may contain asbestos or SMF material. These must be checked, as required and as authorised by New Zealand Steel in writing.
- (b) Asbestos based materials must only be removed by a holder of a current certificate of competence as provided for in the Health and Safety in Employment (Asbestos) Regulations 1998 who is approved in writing by New Zealand Steel to carry out this nature of work on the Site and in accordance with the requirements of the Guidelines for the Management and Removal of Asbestos published by OSH and the Department of Labour in 1998 and New Zealand Steel Policy SL – 8201.045.

6 General Requirements

6.1 Requirement to inform Personnel

Prior to starting the Works the Contractor must advise and inform its Personnel of the contents of the Contractor's Health Safety and Environmental Management Plan (refer S1) and the specific HSE requirements of New Zealand Steel.

6.2 Personnel

- (a) The Contractor is solely responsible for carrying out the Works having the highest regard for the safety of:

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- (i) its Personnel;
 - (ii) New Zealand Steel's employees and persons at or in the vicinity of the Site;
 - (iii) the Works, temporary work, materials; and
 - (iv) the property of New Zealand Steel and third parties.

The Contractor must comply with and is responsible for ensuring that all its Personnel comply with the relevant HSE laws and regulations and New Zealand Steel's HSE requirements including those detailed in the New Zealand Steel Policy Documents and Codes of Practice.

6.3 Training

- (a) The Contractor must ensure that its Personnel:
 - (i) are adequately trained in the type of work to be performed and in relevant procedures;
 - (ii) have the appropriate qualifications, certificates, inductions and tickets including site specific requirements; and
 - (iii) are under appropriate and competent supervision.

The Contractor must maintain, and make available to New Zealand Steel, on request, a record of appropriate training and qualifications.

6.4 Identification of Contractor's Personnel

The Contractor must ensure that at all times while on the Site, its have in their possession available for presentation to New Zealand on request, valid photo identification access card issued by New Zealand Steel and, if required by New Zealand Steel a valid and current New Zealand Steel passport and/or drivers licence.

6.5 Maximum Employee Working Hours

- (a) The Contractor must ensure that its Personnel do not become so fatigued as to adversely affect their own health and safety or that of others.
- (b) The Contractor must comply with the New Zealand Steel hours of work and overtime policy advised by New Zealand Steel from time to time as outlined in SL – 8215.001.
- (c) Permission to work hours in excess of the New Zealand Steel hours of work guidelines must be approved by the New Zealand Steel.

6.6 Use of Subcontractors

- (a) The Contractor must obtain the prior written approval of New Zealand Steel prior to engaging a sub-contractor to carry out any part of the Works. The Contractor acknowledges that New Zealand Steel requires all contractors, including sub-contractors, to be safety pre-qualified and that New Zealand Steel may, in its absolute discretion, refuse approval for the engagement of a sub-contractor who is not on New Zealand Steel's list of approved contractors.
- (b) The Contractor must ensure that the its subcontractor are bound by the same obligations as the Contractor has assumed in matters relating to carrying out Work on the Site, including safety and environmental requirements, insurances, and compliance with New Zealand Steel's Policies and procedures.
- (c) The Contractor must report to New Zealand Steel all incidents involving its Subcontractors and must investigate those incidents as required by New

Zealand Steel in accordance with any relevant New Zealand Steel Policy Document.

6.7 Operations of New Zealand Steel and Others

The Contractor must not interfere with New Zealand Steel's production or maintenance activities or activities of other contractors or which are being carried out in the vicinity of the Works except where the Contractor has obtained the prior agreement of New Zealand Steel.

6.8 Working near New Zealand Steel's Production & Maintenance Activities

The Contractor must take all steps required by New Zealand Steel to ensure that all item of New Zealand Steel's property or that of other contractors working on or near the Site, such as cables, conveyor belts, machinery, and the like, which, in the opinion of New Zealand Steel, may be damaged by the Contractor's operations, are adequately protected from damage and fire.

6.9 Use of Overhead Production Cranes

If the Contractor requires the use of an overhead production crane for any Works, the Contractor must submit full details of the proposed lifts to New Zealand Steel two days prior to the date of required use. The use of any production crane by the Contractor may or may not be allowed by New Zealand Steel depending upon the availability at the time the crane is required by the Contractor.

6.10 Hourly Hire of Equipment

- (a) Unless agreed otherwise, where equipment is hired on a hourly basis, the period of hire shall commence at the time specified by the New Zealand Steel authorised officer or the time of arrival on site, whichever is later, and shall terminate at the time the equipment is dismissed by New Zealand Steel's site supervisor unless transferred at New Zealand Steel's request to another site.
- (b) New Zealand Steel shall pay the Contractor for the actual worked hours of hire. However, New Zealand Steel reserves the right to put off hire any vehicle or item of plant for which New Zealand Steel has no immediate demand. New Zealand Steel does not guarantee any minimum hire period.
- (c) In the event of the equipment hired requiring special transportation, New Zealand Steel will consider covering the cost of movement onto the Site only if such costs are notified to New Zealand Steel before special transportation is undertaken.

6.11 Reports on Labour & Equipment

- (a) If requested by New Zealand Steel, the Contractor must provide a report, at the completion of each shift, that includes,
 - (i) details of work carried out;
 - (ii) names and classifications of its Personnel, classifications and hours worked;
 - (iii) plant and equipment employed;
 - (iv) quantities of materials used;
 - (v) waste materials records including volume, type, source and destination; and
 - (vi) details on any delays.

6.12 Identification of Equipment

To distinguish between New Zealand Steel owned property and that belonging to contractors working on New Zealand Steel's Sites, the Contractor must ensure that all items of equipment and tools are clearly identifiable. Equipment or tools whose ownership cannot be clearly identified may be considered to be New Zealand Steel's property.

6.13 Right of Inspection of Contractor's Sheds, Tool Boxes & Vehicles

New Zealand Steel shall have the right to conduct random searches, of any of the Contractor's vehicles, plant, site facilities, tool boxes and the like, and those of the Contractor's Personnel.

6.14 Use of Contractor's Access and Scaffolding

The Contractor must allow others to use any access, scaffolding and the like, which the Contractor has provided to carry out the Works, providing that such use by others does not interfere with the Contractor's activities and subject to the user's agreement in relation to safety, suitability for purpose, insurance and the like.

7 Loading and Cartage

The following conditions apply for the digging, loading, haulage and dumping of materials.

7.1 Trimming of Loads

The Contractor must ensure that before trucks leaves the loading point, the load is so trimmed that no material can spill during transit to the unloading point. If a lorry is overfilled during loading, the Contractor must require the operator of the loading machine (navvy, crane, loader, etc.) to remove any excess material, and must require the driver of the lorry to trim as necessary, to ensure that there will be no spillage and that there is 10cm minimum free board. Lorries must not have pieces of the loading projecting beyond the sides of the vehicles, and material must be tested to ensure that no pieces can work loose and project or fall during transit to the unloading point.

7.2 Spillage Removal

If spillage occurs, the Contractor must ensure that the driver reloads the material onto the vehicle and delivers it to its destination forthwith. Spillage must be cleaned immediately by the Contractor at the Contractor's expense.

7.3 Dumping of Loads

The Contractor must not dump full or part loads of New Zealand Steel materials on New Zealand Steel's roads or property (other than appropriate stockpile facilities), or public roads or property for any reason. The Contractor is responsible for overloading of vehicles driven by its Personnel whether loaded by New Zealand Steel's or the Contractor's Personnel.

7.4 Recovery of Spillage or Dumped Material

- (a) If a vehicle breaks down and is unable to deliver its load, the Contractor must arrange for the load to be recovered and delivered to the appropriate destination within 4 hours from when – time of breakdown. However, if the load or part load constitutes a safety hazard, the Contractor must effect recovery immediately and take all other steps required to ensure the safety hazard is removed.
- (b) If recovery or removal of dumped loads is not carried out by the Contractor as required above, New Zealand Steel reserves the right to recover the material and debit the Contractor's account with any costs associated with the recovery or removal.

7.5 Covering of Loads

The Contractor must ensure that all loads with potential to discharge dust in transit are covered unless prior exemption has been granted by the relevant government authorities.

7.6 Truck/Wheel Washers

(a) The Contractor must ensure that prior to leaving stockpile areas, where truck/wheel washer facilities are provided, any vehicle which has travelled on an unsealed surface or a sealed surface contaminated with spillage utilises those facilities.

8 Table of Procedures

New Zealand Steel will make copies of these available to Contractors upon request.

Document title	Document Code
Incident Management	SL – 8201.005
Alcohol & Other Drugs	SL - 8201.056
Asbestos Policy	SL – 8201.045
Electrical safety	SL – 8205.001
Excavations and Earthworks	SL – 8205.040
Isolations	SL – 8209.010
Overtime	SL – 8215.001
Personal Protective Equipment	SL – 8216.005
Power Operated Elevating Work Platforms	SL – 8216.030
Vehicle Access to Site	SL – 8222.001
Visitors	SL – 8222.005
Environmental Incident Response and Reporting	EV – 1101.034
West (Brookside) landfill – Construction of Retaining Bunds	EV - 1102.112
Managing Wastes – Approval for Disposal	EV - 1102.116
Hazardous substances Management Requirements	EV - 1105.010
Minimum Safety Requirements for Bulk Supply of Liquid Hazardous Substances	EV - 1105.090
Safe System of Work	ANZSMB-OHS - 03-01