



HSE Conditions of Contract

RWE Renewables Europe & Australia (OPEA)



HSE Conditions of Contract (OPEA)

Document Summary

Objective:

This document outlines the general Health Safety and Environmental (HSE) requirements imposed by RWE Renewables Europe & Australia (OPEA) (the EMPLOYER) on the CONTRACTOR and the associated WORKS. The CONTRACTOR shall carry out their activities to ensure that the WORKS are delivered safely, in accordance with the specifications, the CONTRACTOR's own internal requirements, applicable laws, rules, regulations, directives, standards, guidelines and good industry practice. The extent of the CONTRACTOR's HSE efforts and arrangements to satisfy these minimum requirements shall be based on a consideration of the complexity of the WORKS and the associated risk profile. Where any of the WORKS are subcontracted or goods or services are bought in by the CONTRACTOR, the CONTRACTOR shall remain liable for observance of the provisions of this document by any SUBCONTRACTOR under their control. The CONTRACTOR shall be responsible for ensuring adherence to these EMPLOYER's HSE Conditions of Contract by its SUBCONTRACTORS.

For the avoidance of doubt, the requirements of this Directive shall be without prejudice to any other inspection rights under and in connection with the CONTRACT.

This document is applicable from contract award to end of contract, including remediation of all defects, regardless of any other provisions anywhere else in the CONTRACT.

Abstract:

It is essential that the HSE competencies and organisational arrangements of all RWE Renewables Europe & Australia (OPEA) Contractors are fully assessed and understood and that accurate, continued safety performance monitoring of RWE Renewables Europe & Australia (OPEA) Contractors is effectively managed throughout the supplier lifecycle.

Mutual understanding of respective HSE systems, processes, requirements and expectations is essential in maintaining a high level of safety performance, continued improvement and learning.

Having clear requirements, set out contractually and formally agreed by all relevant parties is fundamental to maintaining and improving safety performance across RWE Renewables Europe & Australia (OPEA) Contractors and sites.

Scope

This document is applicable for all functions of RWE Renewables Europe & Australia (OPEA) as indicated below. RWE Renewables Europe & Australia (OPEA) and its associated country units/regions (or projects) shall utilise this document and may supplement or further detail it via specific documents. The legal and organisational responsibility and accountability for the distribution and implementation of this document and any supplementary information deemed necessary, resides with the organisational units or with the respective companies.

This document is intended to be issued to external organizations as part of the CONTRACT. Therefore, this document is to be used within the process of engagement of external services and is applicable to those external parties it is issued to. Applicability may however be varied, e.g., in the case of work identified as 'low risk'- See D_341_01_DEO_A02 'Applicability of HSE Conditions of Contract for WORKS assessed as Low Risk'.

How to read this document

Specific Term	Explanation
Mandatory / "must/shall"	Mandatory content must be followed or implemented by every employee in the defined scope or area of applicability. In general, all content is mandatory unless it is explicitly noted otherwise. Mandatory parts of content can be recognized by the term "must/shall", but any sentence in this document without a specifying verb such as "Should" or "May" is a mandatory requirement e.g. "The investigation team documents their investigation results in the form of a report." is mandatory even without the word "Shall" used in the sentence.
Advisory / "should"	Advisory content defines the standard way something should be implemented in the defined scope or area of applicability. However, there can be deviations if these can be justified (e.g. local laws forbids, concurring procedure). Advisory sections of regulations have to be explicitly noted as such. Advisory parts of content are referred to with "should".
Recommended / "may"	Recommended content is optional and gives best practice or additional explanation in the context of regulations. Recommended parts of content are referred to with "may".

Confidentiality

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The user of this document has the obligation to employ safe working practices for any activities referred to and to adopt specific practices appropriate to local conditions. The information provided in this document is of general scope. It is the responsibility of the user to verify the appropriateness of the information, guidance or any general recommendations made within this document for specific applications. RWE Renewables Europe & Australia (OPEA) shall have no liability for any loss, damage, injury, claim, expense, cost, or other consequence howsoever arising, as a result of use or reliance upon any information contained in or omitted from this document.

Statutory Compliance

This document sets the minimum standards expected by RWE Renewables Europe & Australia (OPEA). Anyone wishing to rely on this document must make their own investigations as to the appropriate legislation, regulations and codes of good practice applicable. In the event of a conflict between such legislation, regulations and codes of good practice and this document, the legislation, regulations, or codes of good practice should prevail.

Document Compliance

Notwithstanding any other term of the contract, if the CONTRACTOR fails to comply with the requirements of this document, then the CONTRACTOR will be liable to the EMPLOYER for all costs and / or losses which the EMPLOYER suffers and / or incurs as a result of such non-compliance. The EMPLOYER may, at its discretion and as a whole or in part, deduct such sums from payments otherwise due and payable to the CONTRACTOR by the EMPLOYER and / or recover such sums from the CONTRACTOR as a debt. The remedies set out in this paragraph do not prejudice to any other remedies which are otherwise available to the EMPLOYER, under or in connection with the contract or otherwise.

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Terms/Abbreviations

Contract	shall mean the Contract, or Agreement as defined in the main body of the contract.
Contractor	shall mean the Contractor, Consultant, Agent, or Service Provider as defined in the Contract.
Contract HSE Plan	shall mean the plan as specified in Section 5, specific for and covering all work to be performed under the Contract
C Hook	an open hook used for lifting, without a clasp, latch or other closing device attached
Employer	shall mean the Employer, Client, or Owner as defined in the Contract.
FAT	a First Aid Treatment – treatment which does not ordinarily require professional medical care, considered first aid even if provided by a doctor
HSE	shall mean Health Safety and Environment
LTI	a Lost Time Injury - work-related injury or illness which causes a person to be absent from work any day after the day of occurrence of the incident
MTC	a Medical Treatment Case - treatment that could only be provided by a professional (doctor or other specialist)
National	shall mean relevant requirements imposed by a nation or country
Personnel	shall mean any persons under the direct or indirect control of the CONTRACTOR, or SUBCONTRACTOR
Regional	shall mean relevant requirements imposed by a state or other organised political community
RWC	a Restricted Work Case - the injured party is assigned to another job on a temporary basis
Site	shall mean the Wind Farm, Battery Storage, Solar Farm, or any other EMPLOYER premises identified in the CONTRACT
SSoW	A Safe System of Work (SSoW) is a documented process used to control and manage hazards and risks to As Low As Reasonably Practicable (ALARP), to ensure work can be undertaken without causing harm to persons or assets.
Subcontractor	shall mean any Subcontractor, Consultant, Agent, Supplier, or Service Provider engaged by the CONTRACTOR to carry out work on their behalf
Works	shall mean the scope of work to be carried out by the CONTRACTOR as defined in the main body of the CONTRACT

1 Renewables Europe & Australia (OPEA) HSE Philosophy

We Care

RWE Renewables Europe & Australia (OPEA) promotes a culture of care in everything we do in order to prevent harm to people, assets, local environment and the wider planet and society. RWE Renewables Europe & Australia (OPEA) expects our supply chain CONTRACTORS to have the same philosophy and dedication. This means each CONTRACTOR adopting, implementing and enforcing rules and practices necessary for the safe and environmentally responsible performance of all their work activities.

RWE Renewables Europe & Australia (OPEA) aims to maintain a work environment which is safe, performance focused, respectful, based on trust and honesty and is enjoyable for all. In order to achieve this, all CONTRACTORS must strive to achieve the same aim by demonstrating care for their own colleagues, external stakeholders' local environment and wider impacts on planet and society.

HSE Culture of Care

RWE Renewables Europe & Australia (OPEA) has implemented a number of HSE initiatives to improve our HSE culture and create a culture of care within RWE Renewables. CONTRACTORS are a critical part of our HSE culture and RWE Renewables Europe & Australia (OPEA) expect that all CONTRACTORS will participate in We care Cultural Alignment Workshops and Initiatives, as required.

Our Care Principles

Health, Safety and Environmental Excellence is the Cornerstone of our Sustainable Performance. We achieve this by working to our care principles in order to #EnjoyTomorrow

We Care Together

We are personally committed at all levels in the organisation, to create a safe and healthy workplace, protect the environment and constantly strive to find safer ways of working

We Are Brave in Our Decisions

We empower and expect everybody to intervene in unsafe or unhealthy situations, so we can all enjoy tomorrow

We Continually Improve

We will openly and regularly discuss our HSE performance and will continually improve our performance for a sustainable life.

2 Content Compliance with HSE Legislation and Standards

2.1 General

- 2.1.1** The CONTRACTOR shall ensure that its employees, those of its SUBCONTRACTOR's and any other agent acting on its behalf, as a minimum, comply with all applicable HSE requirements imposed by relevant regional, national and international legislation.
- 2.1.2** The CONTRACTOR shall report, and supply copies of any related notices, correspondences or documents, without undue delay to the EMPLOYER:
- Any enforcement action taken against the CONTRACTOR, while performing the WORKS.
 - Any complaint filed under applicable HSE legislation against the CONTRACTOR, any interaction with any regulator/duty holder/enforcement authority or formal action or entry, or any other formal notice while performing the WORKS.
- 2.1.3** The CONTRACTOR shall also give consideration to, as is applicable to the scope of WORKS, relevant:
- Health and safety standards contained in Industry Codes of Practice.
 - Recognised industry guidance.
 - Industry good practice documents. .
 - Any internal HSE policies prescribed by the EMPLOYER.
 - Any permits attaining to the SITE.

2.2 RWE Renewables Europe & Australia (OPEA) HSE Life Saving Rules

- 2.2.1** The EMPLOYER has established a set of Life Saving Rules which are designed to help strengthen the existing HSE Management performance and drive appropriate safety critical behaviours and practices.
- 2.2.2** All PERSONNEL shall be familiar with and work according to the EMPLOYER's HSE Life Saving Rules, attached herein (Appendix 1), unless the Contractor has a suitable equivalent, approved by the Employer.
- 2.2.3** Where a site boundary is yet to be established, for example Survey Investigation (SI) WORKS during the development phase of a project, the Life Saving Rules shall still apply.
- 2.2.4** The CONTRACTOR shall ensure that all PERSONNEL engaged in the work, including SUBCONTRACTORS, have been informed about the Life Saving Rules and the risks of not following these.
- 2.2.5** Additional SITE specific or project specific rules may be implemented in addition to the Life Saving Rules. The CONTRACTOR shall ensure that it is familiar with and shall support the implementation of any such additional SITE specific or project specific rules.

2.3 Conduct on Site / Drugs and Alcohol

- 2.3.1** The CONTRACTOR shall ensure that all PERSONNEL conduct themselves in a fit and proper manner whilst on SITE; failure to do so may result in the removal or exclusion of PERSONNEL from SITE.
- 2.3.2** No drugs or alcohol are to be brought to, or consumed on SITE, with the exception of prescription drugs that are required, or a suitably risk assessed and Employer preapproved event or location.
- 2.3.3** PERSONNEL attending SITE shall not be under the influence of drugs or alcohol; it is the responsibility of the CONTRACTOR to ensure that all PERSONNEL under their control are fit to carry out their duties and that they are not under the influence of illegal drugs, or negatively impaired by prescription, or over the counter medicines.

- 2.3.4** The EMPLOYER may, within the constraints of any relevant local legislation, request the CONTRACTOR to carry out random drug and alcohol testing, or for establishing cause following an incident, for example. In which case, the CONTRACTOR shall have in place the necessary arrangements and a policy to facilitate such tests, including a suitable disciplinary procedure to react to a positive test result.
- 2.3.5** The EMPLOYER will not tolerate any acts of violence, threats of violence, horseplay or discrimination; any instances of this type will result in disciplinary action and may lead to removal of PERSONNEL from SITE.
- 2.3.6** The EMPLOYER reserves the right to remove any PERSONNEL from SITE who do not comply with the above conditions.

3 HSE Management

3.1 Target and Objective Setting

- 3.1.1** One of the CONTRACTOR's objectives shall be to strive for an accident-free workplace.
- 3.1.2** The CONTRACTOR's targets and objectives shall be focused on pro-active efforts to reduce the likelihood and severity of incidents.

3.2 HSE Management System

- 3.2.1** The CONTRACTOR shall have a documented and effectively implemented HSE Management System covering all areas of the work under the contractual agreement.
- 3.2.2** The scope of the CONTRACTOR's HSE Management System shall also include effective management of SUBCONTRACTOR's and any interfaces between the EMPLOYER and SUBCONTRACTORS.
- 3.2.3** The CONTRACTOR's HSE Management System may be subject to review by the EMPLOYER prior to commencement of the WORKS and at any time until completion of the contract as required.
- 3.2.4** The CONTRACTOR's HSE Management System shall comply with all applicable regulatory requirements pertaining to the country or region where the WORKS are taking place as well as accepted Good Industry Practices.

3.3 HSE Management System Interfacing

- 3.3.1** The CONTRACTOR shall make known to the EMPLOYER, where relevant and within the CONTRACTOR's knowledge, interfaces between HSE Management Systems of the CONTRACTOR, the EMPLOYER and other interfacing parties working under the CONTRACTOR's supervision.
- 3.3.2** If deemed necessary by the EMPLOYER, prior to commencement of the work, the CONTRACTOR shall participate in a documented HSE interfacing exercise to identify and control the interfaces between HSE Management Systems of the CONTRACTOR, the EMPLOYER and other interfacing parties. The CONTRACTOR shall implement agreed arrangements and verify these are up to date throughout the work.
- 3.3.3** The agreed outcome of the HSE interfacing process shall be documented jointly by the EMPLOYER and the CONTRACTOR.
- 3.3.4** Throughout the duration of the work, the Contract HSE MS Interface Document shall be reviewed and updated accordingly.

3.4 HSE Risk Management and Safe Systems of Work (SSOW)

- 3.4.1** The CONTRACTOR is required to set up a Safe System of Work. The CONTRACTOR is required to submit relevant SSOW documents such as Risk Assessments, Method Statements/JHA's as a minimum, 4 weeks prior to commencement of WORKS.

- 3.4.2** For more hazardous tasks, or where management of the WORKS is deemed more complex, the CONTRACTOR may be required to implement a more formal SSOW, such as a Permit System; to be presented by the CONTRACTOR to the EMPLOYER prior to the commencement of WORKS.

Examples of complex WORKS include, but are not limited to:

- Hot work (includes welding, burning, and any activity that creates a source of ignition or combustion which may include grinding and cutting)
- Working at height
- Electrical/Energised system work
- Access to HV enclosures
- Lifting operations
- Confined space working
- Removal of permanent barriers/floor coverings
- Barriers, guards, screens and notices erected by others
- Excavations/breaking ground
- Erection/dismantling of scaffolding
- Asbestos work
- Mobilising Cranes on site
- Vehicles working in the vicinity of overhead cables
- Other High-Risk activities

- 3.4.3** The EMPLOYER reserves the right to impose a more formal SSOW under their own arrangements.

- 3.4.4** Prior to the commencement of any work involving the use of hazardous substances, the CONTRACTOR shall carry out an assessment in accordance with relevant national or regional legislation. Material Safety Data Sheets are not assessments; however, the information they contain should be used to produce an assessment.

- 3.4.5** The CONTRACTOR shall submit all relevant safety management plans and documents in good time before commencement of the WORKS, as a minimum 4 weeks prior; the EMPLOYER has, in general, the right to review and comment.

At the EMPLOYER's discretion, for emergency/short notice or unscheduled WORKS, or for construction/high risk activities that may be more complex to manage, the timeline for submission may be reduced, or increased respectively.

3.5 Environment and Ecological Management

- 3.5.1** The CONTRACTOR shall have in place an Environmental Management Plan covering the scope of WORKS for which they have been contracted, this may form part of the HSE Plan. As a minimum the Plan shall ensure;

- that suitable precautions are in place to protect the atmosphere, ground or waters, minimising the impact that the CONTRACTOR's activities have on the surrounding environment.
- suitable precautions are in place to protect flora and fauna on SITE and shall ensure that the CONTRACTOR remains compliant with relevant national, regional and international legislation and any agreed, project specific, ecological requirements.
- acknowledgement of the responsibility for and have the necessary provisions in place, to control spills and releases to the atmosphere, ground or water. And shall ensure that the CONTRACTOR remains compliant, at all times, with applicable licences/permits.
- Sufficient spill kits and other equipment to mitigate the consequences of a spill are made readily available by the CONTRACTOR during the performance of the work.

- 3.5.2** The CONTRACTOR shall ensure that they and their employees are aware of existing land uses on SITE and shall ensure that their work does not adversely affect those existing land use e.g., farming, fishing, tourism, etc. or land under other environmental or ecological protection or permitting.

- 3.5.3** The CONTRACTOR shall ensure that all applicable permits and licences are in place prior to the relevant work activity commencing and, that the CONTRACTOR and its Subcontractors remain compliant with relevant consent conditions for the SITE and/or the project Waste Management.
- 3.5.4** The CONTRACTOR shall be responsible for ensuring that handling, storage, treatment, transportation, segregation and disposal of waste generated from its scope of work, is conducted in accordance with all national and regional statutory requirements and applicable Laws and the EMPLOYER's HSE management system requirements.
- 3.5.5** The CONTRACTOR shall establish and maintain a waste management plan, which as a minimum shall outline how waste produced by the CONTRACTOR and their SUBCONTRACTOR's, is managed in line with relevant national or regional legislation. The Plan shall include provision for documented recording of the management of waste in compliance with relevant national or regional legislation. Such documentation shall be provided to the EMPLOYER by the CONTRACTOR upon request.
- 3.5.6** The CONTRACTOR shall ensure that any waste, including hazardous materials, generated by their activities is managed in compliance with relevant national or regional legal requirements, it is suitably segregated, stored safely and securely in suitable, clearly labelled waste containers before it is transferred to an authorised/licensed disposer, by a registered/authorised carrier.
- 3.5.7** All waste leaving the site or stored on-site during the reporting period, shall be measured by weight or volume per waste type, and the metrics reported to the EMPLOYER biannually. Data for all relevant waste during the period - January 1 to June 30, shall be provided by July 20 of the same year, and data for all relevant waste during the period - July 1 to December 31, shall be provided by January 10 of the subsequent year.

3.6 HSE Organisation

- 3.6.1** The CONTRACTOR shall resource suitable, effective and competent HSE professionals to support the planning, execution and monitoring of the WORKS undertaken by its employees, those of its SUBCONTRACTORS and any other agent acting on its behalf.
- 3.6.2** The CONTRACTOR shall agree with the EMPLOYER what is deemed to be a sufficient level of HSE resource prior to contract.
- 3.6.3** If external consultants are used by the CONTRACTOR to support the project, the CONTRACTOR must ensure the consultant is given access to this document and all other relevant information.
- 3.6.4** The CONTRACTOR shall be able to evidence that the contractor's Line Management proactively demonstrate HSE responsibility for their teams and any SUBCONTRACTOR's under their control.
- 3.6.5** The CONTRACTOR shall ensure that key HSE and site management resource, have suitable knowledge of the relevant country specific legal requirements.

3.7 Training and Competence

- 3.7.1** The CONTRACTOR shall ensure that all PERSONNEL are adequately qualified, suitably trained, have sufficient experience and knowledge to perform the assigned task correctly and safely, and that they are medically fit for the specific tasks to which they are assigned.
- 3.7.2** The CONTRACTOR shall ensure that records of training certificates are obtained for all PERSONNEL and are readily available on SITE, should they be requested as evidence of training and competence.
- 3.7.3** The CONTRACTOR shall ensure that all PERSONNEL attending SITE have successfully completed a site-specific health and safety induction/SITE orientation, or similar to make them aware of the site-specific hazards.
- 3.7.4** The EMPLOYER mandates training as follows:

Onshore Wind – Contractors

Non-turbine Related Works:

- Manual Handling

- First Aid

It is recommended that these are the GWO certified training course variants or equivalent.

Turbine Related Works:

The GWO Basic Safety Training Standard including the following 4 modules:

- First aid,
- Fire awareness,
- Manual handling,
- Working at height, i.e., rescue and use of personal fall protection.

Training shall be conducted by certified GWO training providers, where this is available in country. In all regions, if the local legal requirements set higher standards these will apply.

Onshore Battery, PV & Solar – Contractors

- Manual Handling
- First Aid

It is recommended that these are the GWO certified training course variants or equivalent.

Contractors during Construction

For First Aid the national regulatory requirements regarding percentages / numbers, with a minimum of two First Aiders per working group and a minimal overall ratio of five First Aiders per 50, shall be followed. Beyond this, first aid training is recommended but not mandatory.

Equivalent Training

Where GWO Basic Safety Training cannot be achieved, or where specific risks may exist, or specific regulatory requirements may exist, then alternative and relevant training may be needed to help demonstrate competency. For equivalent training to be acceptable it must cover the same elements as the GWO Basic Safety Training and must be appropriate to the activity being undertaken and the associated risks and covering any other regulatory requirements.

Only in exceptional circumstances will equivalent trainings be granted, following review and approval (by the Employer, as prescribed in D-331-02-DEO). The justification to why training requirements cannot be met should be provided by the Contractor.

The CONTRACTOR shall submit any request for approval of equivalent trainings to the EMPLOYER in good time before commencement of the WORKS, as a minimum 4 weeks prior.

At the EMPLOYER's discretion, for emergency/short notice or unscheduled works, or for construction/high risk activities that may be more complex to manage, this timeline for submission may be reduced, or increased respectively.

3.8 Working Practices

- 3.8.1** The EMPLOYER is committed to active HSE involvement for all work activities, in order to create a culture of care. This requires the co-operation of the CONTRACTOR in undertaking SITE based HSE observation tours at a frequency agreed with EMPLOYER, for the purpose of observing both positive and negative working practices.
- 3.8.2** The CONTRACTOR should encourage their senior management's visibility on SITE to demonstrate their commitment to HSE and the workforce
- 3.8.3** The CONTRACTOR should actively encourage PERSONNEL to intervene where they witness unsafe behaviours/deviations from safety processes or procedures, and to participate in healthy dialogue that drives continual improvement and a safer environment to work in.

3.9 Wellbeing

- 3.9.1** The CONTRACTOR is expected to have in place Wellbeing programmes and initiatives to support their PERSONNEL, as relevant to the work. Evidence of such programmes and initiatives shall be provided to the EMPLOYER by the CONTRACTOR upon request.

3.10 Medical Fitness / Fitness to Work

- 3.10.1** The CONTRACTOR shall ensure that all PERSONNEL climbing a wind turbine are medically fit to climb and ensure that those carrying out specific tasks are fit for the work. And where they are carrying out tasks requiring them to have completed a specific medical, certifying them as fit for that work, they have them in place.

3.11 Fatigue Risk Management

- 3.11.1** The CONTRACTOR shall have arrangements in place to manage and reduce the effects of fatigue caused by working time, in accordance with relevant national or regional legislation.

3.12 Mobilisation / Start-up of the Work

- 3.12.1** The CONTRACTOR shall, prior to commencement of the work, inform all PERSONNEL about key information related to the work. The CONTRACTOR shall ensure that any new PERSONNEL are informed in an equal manner.
- 3.12.2** The CONTRACTOR shall communicate all information in such a manner that all PERSONNEL can easily understand it.

3.13 HSE Communications and Meetings

- 3.13.1** The CONTRACTOR shall ensure effective and efficient HSE communication throughout the duration of the work. This includes the kick off/Inaugural meeting (following contract award) and may include but is not limited to, SITE HSE meetings, toolbox talks and daily briefs, newsletters, safety alerts, etc. The CONTRACTOR shall take and record minutes from such meetings and have them available to provide to the EMPLOYER upon request.
- 3.13.2** The CONTRACTOR shall continually consult with all PERSONNEL involved with the work on HSE matters, encouraging active participation and two-way communication.
- 3.13.3** The CONTRACTOR shall appoint an individual at SITE to participate in relevant EMPLOYER HSE meetings. SUBCONTRACTOR's shall participate as appropriate.
- 3.13.4** The CONTRACTOR shall establish and maintain HSE information boards for new project's/SITE's and position them strategically to ensure key communications remain visible and accessible. All information displayed shall be kept current. Utilisation of existing safety boards is permitted, where suitable and effective.

3.14 HSE Performance Reporting

- 3.14.1** The CONTRACTOR shall submit an HSE performance report to the EMPLOYER. This report shall specifically report on HSE performance for the Contract only (not the CONTRACTOR's company-wide performance) and shall include the following information, as a minimum:
- Total hours worked (including SUBCONTRACTOR's, split by individual projects, sites or contracts).
 - Progress against implementation of the CONTRACT HSE PLAN and KPIs.
 - A list, including a brief description, of all incidents
 - Number of Fatalities (FAT).
 - Number of Lost Time Incidents (LTI).
 - Number of Restricted Work Cases (RWC).
 - Number of First Aid Cases (FAC).

- Medical Treatment Cases (MTC).
- Number of Near Misses (NM) and HSE Observations.
- Number of Environmental Incidents (ENV) and non-conformances.
- Any notices served by, or reports made to the authorities.
- Total days lost time and total days on restricted work duties.
- Segregated waste leaving SITE (weight/volume and type of waste).
- Other relevant HSE information such as toolbox talks, training, inspections/audits HSE campaigns or initiatives, etc.

3.14.2 The format, content and the frequency of the HSE Performance Report shall be agreed with the EMPLOYER prior to the commencement of the work.

3.14.3 The CONTRACTOR shall submit an HSE Performance Close-out Report, including SUBCONTRACTOR performance, at the end of the CONTRACT period.

3.15 HSE Incident Management

3.15.1 The CONTRACTOR shall establish a system to ensure that all incidents are reported and investigated and the investigation is of a depth and quality proportional to the severity of the incident. All investigations shall be submitted to and reviewed by the Employer as soon as practicable.

3.15.2 The CONTRACTOR shall only assign suitably competent PERSONNEL to carry out investigations.

3.15.3 The CONTRACTOR shall notify the relevant national and/or local authorities of HSE incidents in line with the timescales prescribed by legislation and in conjunction inform the Employer.

3.15.4 In parallel, the CONTRACTOR shall report all incidents and near misses to the EMPLOYER, according to the following incident classifications and agreed timescales:

Actual/Potential High Severity Incidents

To be reported immediately by phone within the hour, where safe to do so, to the EMPLOYER's Representative and to the SITE Control Room or Coordination Centre.

An initial investigation report to be submitted to the EMPLOYER within 14 days and weekly progress updates given thereafter until closeout. The EMPLOYER reserves the right to request a member of the CONTRACTOR'S Board or SLT to attend site within 10 working days following this category of incident to discuss improvement measures.

Actual/Potential High incidents are defined as:

- Health & Safety: Fatality, major life changing injury, or serious long-term injury
- Asset: Incident that causes downtime and/or damage cost over 1M €
- Environment: Serious or Major environmental incident:
 - Serious environmental damage, which is expected to last longer than four weeks of remediation activities at SITE or cannot be remediated and therefore causes long-term damage; AND/OR
 - Regional, national or international media interest, AND/OR
 - High stakeholder concern (Multiple community complaints), AND/OR
 - Civil or criminal prosecution

Actual/Potential Medium Severity Incidents

To be reported verbally to the EMPLOYER's Representative as soon reasonably practicable. Formal notification via email within 3 working days.

Initial investigation report to be submitted to the EMPLOYER within 14 days and weekly progress updates given thereafter until closeout. The EMPLOYER reserves the right to request a member of

the CONTRACTOR'S Board or SLT to attend site within 10 working days following an Actual Medium severity of incident to discuss improvement measures.

Actual/Potential Medium incidents are defined as:

- Health & Safety: Lost Time Injury (LTI) Restricted Work Case (RWC) Medical Treatment Case (MTC)
- Asset: Incidents that cause downtime and/or damage cost between 200k € - 1M €
- Environment; Moderate environmental incident:
 - Moderate environmental damage that is expected to be resolved within a period of max. four weeks remediation activities at SITE, AND/OR
 - Local media interest, AND/OR
 - Moderate stakeholder concern (Repeat community complaints), AND/OR
 - Regulatory enforcement action (e.g.: fine, notice, order).

Actual/Potential Low Severity Incidents

To be reported to the EMPLOYER's Representative as soon as reasonably practicable timescale and not later than within 7 days.

Actual/Potential Low incidents are defined as:

- Health & Safety: First Aid Case (FAC)
- Asset: Incidents that cause downtime and/or damage cost less than 200k €
- Environment: Minor environmental incident:
 - Minor environmental damage that is likely to be remedied by simple means within a period of max. 7 days of remediation activities at SITE, AND/OR
 - Action / control required, AND/OR
 - Warning letter from Authority, AND/OR
 - Low stakeholder concern (isolated community complaint).

*Potential Severity (Near Misses) are defined as having the potential to cause any of the above scenarios.

3.16 Emergency Preparedness and Response

- 3.16.1** The CONTRACTOR shall comply, where required, with the EMPLOYER's or Site Operator's Emergency Response Plans and Procedures whilst working on an EMPLOYER project/SITE.
- 3.16.2** For certain activities, based on risk assessment, the CONTRACTOR shall be required to implement their own Emergency Response Plan (ERP) and arrangements prior to commencement of the work. All reasonably foreseeable emergency response scenarios shall be considered.
- 3.16.3** The CONTRACTOR and EMPLOYER shall carry out an exercise to identify and resolve any potential conflicts in the ERP's prior to the commencement of the work, and where required a suitable interfacing document will be produced.
- 3.16.4** The CONTRACTOR will nominate and appoint suitably competent PERSONNEL to facilitate and support emergency response and preparation.
- 3.16.5** On request, the CONTRACTOR shall conduct, or participate in emergency response drills (e.g., fire, spill, evacuation, injured person recovery, etc.) to test the effectiveness of its emergency response procedures and equipment, as well as the knowledge and proficiency of all PERSONNEL involved.
- 3.16.6** The CONTRACTOR shall document a schedule of the planned emergency drills, and a drill report following such drills, in order to share the learnings with the EMPLOYER, and with any regulatory agency, as required.

3.17 HSE Audits, Reviews and Inspections

3.17.1 The CONTRACTOR shall perform audits, reviews and inspections on the SITE as required by CONTRACTOR's HSE Management System or as requested by the EMPLOYER.

Audits performed by the CONTRACTOR shall verify that all relevant legal obligations, conditions and stipulations of relevant licences, consents and permits, these HSE Conditions of Contract and the Site safety Plan are being complied with.

3.17.2 The CONTRACTOR shall submit reports of audits, reviews and inspections to the EMPLOYER upon completion.

3.17.3 The CONTRACTOR shall be able to demonstrate that findings from audits, reviews and inspections are being assigned, allocated timescales for completion and are tracked through to completion.

3.17.4 The EMPLOYER will monitor the CONTRACTOR's HSE performance against KPI's and minimum expectations agreed prior to the commencement of the work, to identify trends, opportunities for improvement and good practice.

3.17.5 The EMPLOYER reserves the right to carry out their own inspections and audits of the CONTRACTOR, without incurring cost due to downtime; the CONTRACTOR shall fully co-operate.

3.18 HSE Records

3.18.1 The CONTRACTOR shall retain all relevant HSE records relating to its work, in line with relevant legislation. The EMPLOYER shall be given access to these records on request.

3.19 Personal Protective Equipment (PPE)

3.19.1 The CONTRACTOR shall provide, use and maintain PPE as deemed necessary from the risk assessment, and in accordance with relevant regional, national and international legislation.

3.19.2 The CONTRACTOR shall ensure that its workforce have received appropriate training in the use of the PPE and that PPE equipment is properly used.

3.19.3 All PPE must comply with the relevant regional, national and international statutory requirements and standards, or equivalent (e.g. EN ANSI).

3.19.4 The following specific requirements apply on RWE Renewables Europe & Australia (OPEA) sites:

- When ascending/descending in a wind turbine the following PPE must be worn;
- Full body harness (EN361/EN358).
 - Double Twin Tail Lanyard (Shock absorbing – EN355).
 - Work positioner (EN358)
 - Slider (EN353).
 - Climbing Hard Hat (EN12492 & EN397) with head torch.
 - Safety Boots with good ankle support.
- For Personal Fall Protection Equipment (PFPE) – the following restriction is in force on all RWE Renewables Europe & Australia (OPEA) sites/projects:
 - Non-locking or single locking carabiners are not permitted under any circumstances.
- Open Water - when working near open water, approved life preserving jackets shall be provided and worn.

3.19.5 Where the CONTRACTOR requires RWE Renewables Europe & Australia (OPEA) staff to have additional training or PPE outside of RWE standards, then these are to be provided at the CONTRACTOR's expense.

3.20 Record of Attendance

- 3.20.1** The CONTRACTOR shall ensure that all of its employees, those of its SUBCONTRACTOR's and any visitors, record their attendance on SITE daily, in order that numbers can be satisfactorily accounted for in the event of a fire, or another emergency, the record format shall be agreed prior to commencement of the Works.
- 3.20.2** For unmanned sites, or where there is no facility on site to record attendee's presence, then the CONTRACTOR shall notify the operating Control Room, or Duty Manager of their arrival and expected departure time.

3.21 Lifting Operations

- 3.21.1** Lifting tackle, lifting appliances (machines) and hoists, hereafter described collectively as "lifting equipment", shall comply with the requirements of the relevant regional, national and international legislation, and statutory requirements.
- 3.21.2** The CONTRACTOR shall keep all Lifting equipment under strict control to prevent any unauthorised use.
- 3.21.3** Only properly tested and certified lifting equipment may be used. The CONTRACTOR must maintain a suitable and sufficient system for managing the inspection and thorough examination of all lifting equipment.
- 3.21.4** The use of "C-hooks" is prohibited.
- 3.21.5** Prior to any lifting operation, a suitable lifting plan shall be prepared by a competent person, appointed by the CONTRACTOR, with a level of detail commensurate with the nature of the lift (i.e., complexity, weight, travel distance, the weather etc.), this may be in a Risk Assessment format in low-risk scenarios. The lifting plan should be supported by the necessary additional documents i.e., ground stability tests.
- 3.21.6** The CONTRACTOR shall inform the EMPLOYER, before mobilising a Mobile Crane, or other large lifting equipment on site, and shall obtain any statutory permits required by national or regional legislation relevant to the lifting activities being conducted.
- 3.21.7** RWE Renewables Europe & Australia (OPEA) and any appointed Main Contractor must be able to monitor lifts in order to complete their duty holder roles and responsibilities. This may include being considered part of the working party and entering the lifting exclusion zone in order to fulfil their legal duties e.g., monitoring and compliance. A safe method for doing so shall be addressed as part of the SSOW and defined in the HSE Safety Plan.

3.22 Working with Electricity

- 3.22.1** Only demonstrably competent personnel may work on or near electrical systems and equipment. Each person working on an energised system must hold the appropriate licence or certification and have completed training required by relevant national or regional legislation.
- 3.22.2** All electrical work shall have a relevant and comprehensive risk assessment in place. This assessment must consider and provide effective mitigation for:
- All hazards associated with the equipment (e.g., arc flash, shock hazards).
 - Environmental hazards in the work area.
 - Defined roles and responsibilities for all involved parties, and these are to be effectively communicated prior to work commencement.
- 3.22.3** Work on energized systems is prohibited, unless it is unreasonable to work on a dead system and it is reasonable to work while the system is live. Justification for such work must comply with all relevant national or local legislation and be approved by the person immediately responsible for safety. The person immediately responsible for safety, must be present at the work location to verify and maintain safety measures.

- 3.22.4** Lone working is prohibited for all high-risk electrical operations involving installation, maintenance, testing, or repair of electrical systems and equipment,
- 3.22.5** The CONTRACTOR shall provide and enforce the correct use of appropriate personal protective equipment (PPE) and workwear for its employees, and that the same is in place for its SUBCONTRACTORS, PPE shall include arc flash protection where necessary. All PPE must:
- Be visually inspected for defects prior to use.
 - Be fit for purpose
 - All the required and issued PPE shall be identified via task specific risk assessments.
- 3.22.6** The CONTRACTOR shall maintain all electrical equipment in safe condition, supported by an inspection and testing regime. Inspection records shall be accessible to the EMPLOYER and regulatory authorities upon request.
- 3.22.7** Electrical diagrams of relevant systems shall be readily available at all times to support safe operations and emergency response.
- 3.22.8** The work area for electrical tasks shall be clearly defined to ensure all personnel understand the energized equipment or system being worked on. Limits of the work area must be communicated to all involved parties.
- 3.22.9** Adequate emergency procedures for electrical incidents (e.g., electric shocks, arc flashes) must be in place, with personnel trained accordingly. Emergency response equipment shall be available on-site.

3.23 Permits for Hazardous Activities

- 3.23.1** The Contractor is required to apply a comprehensive permit to work system covering any activity that in the risk assessment is considered as high risk. This permitting system must be applied when the risk for an activity is evaluated as high, examples of such activities could be , but are not limited to, the following:
- Lifting Operations
 - Hot Work (including welding, burning, and any other ignition-producing activities)
 - Confined Space Entry
 - Electrical Works
 - Ground excavations
- 3.23.2** A work permit must be formally documented and signed by both the responsible person executing the work (permit holder) and the Responsible person for the Site (permit issuer).
- 3.23.3** Each permit must specify a validity period appropriate for the task. If the work is interrupted, conditions change, or there is a lapse in time, the permit must be reassessed and revalidated by both parties and re-signed.
- 3.23.4** Prior to permit issuance, a comprehensive risk assessment must be conducted and integrated into the permit.
- 3.23.5** Before commencing any high-risk work, the Permit Holder must conduct a pre-task briefing with all personnel involved. This briefing should cover the task scope, identified risks, safety protocols, and any specific permit conditions. Attendance and understanding must be documented as part of the permit record.
- 3.23.6** Each permit must include a complete set of control measures to be checked, prior to sign off, aligned with the applicable SSOW and HSE Plan.
- 3.23.7** Active permits must be prominently displayed or readily accessible at the worksite. This shall ensure that personnel, supervisors, and Employer representatives are aware of the high-risk activity underway and the associated safety measures.
- 3.23.8** The Contractor is responsible for conducting regular audits and compliance checks of all permits issued under their responsibility, to verify adherence to the permitting system. Records of these

audits shall be made available to the Employer for review upon request, and any deviations or non-compliance issues must be immediately addressed and corrected.

- 3.23.9** All completed permits, including closed or expired permits, must be retained as part of the HSE records in accordance with relevant legislation.

3.24 Working at Height

- 3.24.1** Work at height shall only be conducted where it is unreasonable to work from ground level and it is reasonable to work at height. Where working at heights is the only reasonably practicable solution, a demonstratable safe system of work, including risk assessment, shall be applied by the CONTRACTOR. The SSOW shall follow the prevention hierarchy and make use of the highest possible mitigation thereof.
- 3.24.2** Before working at heights, the CONTRACTOR shall put in place a site-specific plan to rescue a person who has fallen from height and shall make the necessary provisions foreseen in that plan.
- 3.24.3** The CONTRACTOR shall only use certified and inspected equipment, anchor points and PPE, as per relevant local and regional legislation, for working at heights. A systematic approach needs to be applied to ensure the aforementioned.
- 3.24.4** The CONTRACTOR shall ensure that adequate measures are in place to prevent unintentional access to drop zones below the work area before the works start.
- 3.24.5** The CONTRACTOR shall ensure an effective system is in place to prevent dropped objects. Particular attention should be applied to housekeeping when performing works at height.
- 3.24.6** Portable ladders shall only be used if it is unreasonable not to, and only for works of short duration and where alternatives, such as mobile elevated work platforms, cannot be used. Portable ladders shall only be used when they are positioned on a suitable surface, be secured and their stability has been checked prior to climbing.

4 Subcontractor Management

- 4.1.1** The CONTRACTOR shall inform the EMPLOYER in advance, and in a reasonable timescale, should the Contractor wish to commission third parties to provide the services, this shall require the prior written consent of the Employer. Correspondingly, this applies to the change of, or the use of other SUBCONTRACTORS, but not to affiliated companies of the Contractor.
- 4.1.2** The CONTRACTOR shall be able to demonstrate that he has applied selection procedures that ensure that his SUBCONTRACTOR's are demonstrably competent to perform the WORKS safely.
- 4.1.3** The CONTRACTOR shall have in place a suitable formal process for monitoring its SUBCONTRACTOR's HSE performance.
- 4.1.4** The EMPLOYER reserves the right to periodically audit the CONTRACTOR's process for conducting SUBCONTRACTOR HSE evaluations; the EMPLOYER reserves the right to refuse SUBCONTRACTOR access to any SITE/project under its control.
- 4.1.5** The CONTRACTOR shall provide the SUBCONTRACTOR with the following information as a minimum:
- SITE specific HSE HAZARDS relevant to the SUBCONTRACTORs work.
 - The EMPLOYERS policies and procedures, relevant to the Works, including these requirements.
 - The CONTRACT HSE PLAN.
- 4.1.6** The CONTRACTOR shall ensure that the SUBCONTRACTOR familiarises itself with the information provided.
- 4.1.7** The CONTRACTOR shall be accountable for SUBCONTRACTOR HSE performance and any improvements to be made.
- 4.1.8** The CONTRACTOR shall provide an evaluation of SUBCONTRACTOR HSE performance upon completion of the work.

5 Contract HSE Plan

- 5.1.1** The CONTRACTOR shall prepare and submit a CONTRACT HSE PLAN specific to the scope of WORKS.
- 5.1.2** The CONTRACT HSE PLAN shall explain in detail how HSE is to be managed for the different phases of the project, or the work being undertaken.
- 5.1.3** The CONTRACTOR shall ensure that SUBCONTRACTOR HSE plans are considered and integrated in the CONTRACT HSE PLAN.
- 5.1.4** The extent of the CONTRACT HSE PLAN shall be appropriate to the nature and complexity of the work.
- 5.1.5** The format and core content of the CONTRACT HSE PLAN shall be to a standard agreed by the EMPLOYER. The CONTRACT HSE PLAN shall include as a minimum:
- Anything of relevance prescribed by national or regional legislation, licences, consents and permits, or stipulated by the EMPLOYER.
 - The CONTRACTOR's HSE targets and objectives. These shall be aligned with EMPLOYER's targets for HSE.
 - HSE HAZARDS associated with the work.
 - The CONTRACTOR's organisation chart, outlining (HSE) roles and responsibilities related to the work and other key contacts.
 - The CONTRACTOR's proposed SSOW, programmes and other HSE activities to mitigate risks associated with the work.
 - The CONTRACTOR'S proposed activities to continuously improve HSE performance
 - The CONTRACTOR'S programme for:
 - HSE audits and inspections (performance monitoring).
 - HSE meetings, SITE visit and engagement schedule during mobilisation, execution and demobilisation of the works.
- 5.1.6** The CONTRACTOR shall utilise the CONTRACT HSE PLAN to coordinate all SITE WORKS and subcontracted activities, with the aim of maximising the effectiveness of the SITE coordination and avoiding dangerous working practices.
- 5.1.7** The CONTRACTOR shall submit the CONTRACT HSE PLAN to the EMPLOYER in good time, and as a minimum, at least 4 weeks prior to commencement of the WORKS.
- 5.1.8** At the EMPLOYER's discretion, for emergency/short notice unscheduled WORKS, or for construction/high risk activities that may be more complex to manage, the aforementioned timeline for submission, may be reduced or increased respectively.
- 5.1.9** If the CONTRACT HSE PLAN is deemed insufficient by the EMPLOYER, then the CONTRACTOR shall modify the plan.
- 5.1.10** Works shall not commence until the Contract HSE Plan has been formally accepted by the Employer.
- 5.1.11** The CONTRACTOR shall treat the CONTRACT HSE PLAN as a live document and ensure it remains current for the duration of the project, reviewing prior to each phase of work.
- 5.1.12** The CONTRACTOR shall report performance and progress against the CONTRACT HSE PLAN.

Appendices

Appendix 1 EMPLOYER's Life Saving Rules

8 rules – One objective: #enjoytomorrow



Safe Method of Work

Prior to a work task being carried out, it shall be assessed to identify hazards and to ensure suitable controls are put in place to prevent harm



Safety Devices & Safety Critical Equipment

No Safety device or safety critical equipment shall be tampered with, unless formal authorization has been obtained to override the safety control as part of the work planning



Energy Isolation

Isolations and Zero energy must be applied and verified prior to a work task being commenced unless formal written authorization has been obtained



Working At Height

When working at height with a risk of falling, fall arrest systems must be used and personal safety devices attached at all times, unless collective fall prevention systems are fitted



Suspended Load & Exclusion Zones

No person shall work or walk under a suspended load or enter any exclusion zone without authorization



Dropped Objects

All tools and equipment with the potential to be dropped, shall be secured or stored appropriately to prevent them from falling/being dropped and posing a hazard



Lifting Processes

Rigging & lifting processes must be planned, controlled, and understood by all involved. Any associated lifting equipment and accessories used shall be suitable for the task, be visually inspected, have a valid test certificate and be free from defects prior to a work task being commenced



Driving

All journeys must be planned and undertaken when drivers are only in a fit state to do so, seatbelts must be worn at all times, driving shall be responsibly undertaken and in line with weather and road conditions

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Appendix 2 EMPLOYER's HSE Policy Statement



RWE Renewables Health, Safety and Environment Policy Statement

As members of the RWE family, the Renewables businesses rally behind RWE's purpose: Our energy for a sustainable life. It describes why we exist and what drives us forward every day. We are passionate about renewables and the impact we create for the world. We are responsible corporate citizens and have a positive environmental, economic and societal contribution.

Health, Safety and Environmental Excellence the Cornerstone of Sustainable Performance

We believe that long-term, sustainable success can only be reached through people. We create and provide safe and healthy working conditions. We believe that all accidents are preventable and therefore, one accident is one too many. We are passionate about helping to protect our planet and are committed to support societies globally to meet the United Nations' 2°C target, the 1.5°C SBTi emission reduction pathway and commit to net zero by 2040.

In short: We care for each other, our assets and the environment wherever we operate, whatever we do.



#Enjoytomorrow

Our Care Commitments

We live the following commitments and require all colleagues and encourage all business partners to abide by these and act accordingly:

- Our management visibly demonstrates leadership in Health, Safety and Environment (HSE) throughout all our business processes, activities and decisions.
- We take decisive action to ensure and promote the health and safety of all employees, business partners and neighbours as well as to assure the protection of the environment – no matter where we are or what we do. We avoid hazards, reduce risk and continually improve our performance.
- We devote energy and attention to prevent harm, and to maintain and improve the health and wellbeing of employees, business partners and others involved with us along the value chain.
- We are committed to comply with our HSE legal obligations and any other relevant requirements we identify, through the effective application of our HSE (We Care) Management System.
- We empower and expect our colleagues and business partners to take personal responsibility, role-model HSE and be brave by stopping unsafe work and challenging unsafe conditions.
- We appreciate and recognize good HSE behaviour and performance, strive to find safer ways of working and take pride in actively sharing good HSE practice.
- We welcome constructive feedback and challenge on the implementation of our HSE Policy.
- We take a holistic, life-cycle wide approach to environmental protection aiming at reducing environmental impacts whilst increasing the production, storage and use of green energy.
- We are committed to ensuring the integrity of our assets to increase clean energy production whilst preventing harm to people and the environment.

We care today, so everyone enjoys tomorrow



Sven Utermöhlen
CEO RWE Offshore Wind



Katja Wünschel
CEO RWE Renewables Europe & Australia

rwe.com

April 2024

