

## **Internal procedure rules for works and services on the sites of AS Utilitas Tallinn**

These procedure rules shall apply to the works and services performed on the sites of AS Utilitas Tallinn and shall be valid insofar as the Contract does not state otherwise.

### **1. Definitions**

- 1.1. Customer – AS Utilitas Tallinn;
- 1.2. Contractor – the person who has concluded a contract with the Customer;
- 1.3. Parties – the Customer and the Contractor;
- 1.4. Contract – the contract for services signed between the Customer and the Contractor or an order placed by the Customer to the Contractor;
- 1.5. Rules – these internal procedure rules;
- 1.6. Work – the work or service described in the Contract;
- 1.7. Site / work zone – the location of the work;
- 1.8. Employees – the persons in an employment relationship with the Contractor and with a subcontractor used by the Contractor.

### **2. General requirements**

- 2.1. The Contractor shall ensure the safety of the work. In the performance of the work, the Contractor shall be fully liable for the compliance with fire safety, electrical safety, occupational health and safety and other relevant requirements.
- 2.2. The Contractor shall ensure that the work does not endanger any persons working on the site or staying in the surrounding area.
- 2.3. In order to ensure safety and prevent health risks, the Contractor shall, before commencement of the works, identify the hazards associated with the works to be performed by the Contractor, taking into account the risks arising from co-contracting and subcontracting, the particularities of the site and the surroundings, as well as the hazards that may arise to the surroundings (dust, noise, gases, trenches, etc.), and shall plan measures to reduce the risks.
- 2.4. The Customer's sites may be exposed to the following risks among other things:
  - high temperature in equipment and pipelines and on their surfaces;
  - high water and steam pressure in equipment and pipelines;
  - the risk of flammable liquids or other flammable materials igniting when coming into contact with high temperature surfaces;
  - the use of flammable and explosive natural gas in the manufacturing process;
  - the use of flammable, toxic and environmentally hazardous diesel fuel in the manufacturing process;
  - the risk of electric shock from electrical equipment, cables, etc. of various voltages;
  - insulation containing asbestos;
  - noise from equipment (at times exceeding 85 dBA);
  - hazardous chemicals;
  - work surfaces located in heights, and risk of falling from heights;
  - the risk of objects falling from heights;
  - the movement of lifting equipment, including bridge cranes, in the building and on the territory;
  - moving surfaces (chip warehouse feeding systems, conveyors, etc.);
  - mobile machinery (tow trucks, loaders, etc.);
  - insufficient or uneven lighting around technological equipment, etc.
- 2.5. The Customer has marked the hazard areas in the buildings correspondingly. The safety marking or the absence thereof shall not release the Contractor from liability for ensuring safety and preventing health risks on the site.

- 2.6. The Contractor shall ensure that the employees have been instructed on occupational health and safety (incl. have completed a safety instruction course in the Customer's e-training portal, valid for 3 years) and that the necessary collective technical protective equipment and work organisation measures have been implemented to avoid an accident or a risk of illness, and that the employees use appropriate personal protective equipment. The employees shall act responsibly outside the designated work zone as well and shall use the Customer's property prudently and avoid dangerous situations caused by negligence.
- 2.7. When performing works in the Customer's boiler houses and on other sites where there is a high risk of head and foot injury due to the work process, a protective helmet and safety shoes must always be worn. The Contractor shall decide on the use of other personal protective equipment after carrying out a risk assessment of the working environment.
- 2.8. Occupational accidents shall be investigated and registered by the Contractor. The Contractor shall immediately inform the Customer of an occupational accident that has occurred with an employee on the site and shall follow the provisions of the Regulation No. 75 of the Government of the Republic of 3 April 2008 "The procedure for registration, reporting and investigation of an occupational accident and occupational disease".
- 2.9. In the conditions of a pandemic, the orders of the Government of the Republic and the rules established by the company shall be followed. The Customer shall have the right to verify compliance with the established requirements.

### **3. Work organisation, security**

- 3.1. Unless agreed otherwise, prior to the commencement of the works, the Contractor shall submit a request to the Customer in the Customer's standard form "Request for access" to access the territory (the form is available at <https://www.utilitas.ee/hanked/infomaterjalid/>).
- 3.2. The Contractor shall priorly agree upon the terms and conditions for working outside the general working hours with the Customer.
- 3.3. It is prohibited to pass access cards issued to employees to third parties and the access cards must be returned to the Customer by the due date indicated in the request for access, but no later than on the date of completion of the works on the site.
- 3.4. Only vehicles previously approved by the Customer may enter the site. The maximum allowed driving speed in the territory is 10 km/h.
- 3.5. Employees shall wear workwear suitable for the work and bearing the name and/or logo of the Contractor or a subcontractor of the Contractor. When moving in the territory, workwear must be of high-visibility material, or a safety vest must be worn.
- 3.6. Employees are prohibited from staying, without good reason, in places that are not directly related to the performance of their work duties.
- 3.7. The list of third parties must be priorly agreed upon with the Customer.
- 3.8. Unless agreed otherwise, the Contractor shall ensure surveillance on the site. The site must be designated and restricted in such a way as to prevent unauthorised persons from accessing the work zone (safety tape, barriers, signs, etc.).
- 3.9. For the purpose of preventing theft, the Customer or a security guard shall have the right to inspect the persons and vehicles arriving or staying at or leaving the site.
- 3.10. Materials shall be stored on the site under the terms and conditions and in places priorly agreed upon with the Customer, fixed in a proper and safe manner and preferably not kept longer than a week. Materials shall be stored in accordance with Regulation No. 44 of the Minister of Internal Affairs of 2 September 2010 "Fire safety requirements for the storage of combustible materials and hazardous substances".
- 3.11. The Contractor shall keep the site in good condition and clean. Rubbish, packaging and other waste must be cleaned up at the end of each shift and working day and upon the completion of all work and taken to a designated place outside the building.

- 3.12. The Contractor shall be the holder of the waste generated during the work. The Contractor shall organise all waste management at his/her own expense and shall be liable for ensuring compliance with waste management legislation. Waste management shall be carried out in compliance with the Waste Act and other established regulations and in a manner that would ensure that the Customer has the information and documents required by law regarding the waste management carried out by the Contractor in the course of the works. A written report shall be submitted to the Customer about the place, type and quantity of the waste disposed of, together with copies of the relevant documents.
- 3.13. On the site, it is prohibited to:
- smoke in the workplace (smoking on the site is only allowed in places prepared and designated for this purpose or in places specified in the occupational safety plan);
  - consume alcohol or narcotic or psychotropic substances or stay on the site while under the influence of alcohol, narcotic, toxic or psychotropic substances;
  - obstruct access to fire-fighting and rescue equipment;
  - block escape routes;
  - enter the site with, or park, unauthorised vehicles;
  - for unauthorised persons to stay without good reason.

#### **4. Hazardous work**

- 4.1. The Contractor shall plan the procedure for carrying out hazardous work (Regulation No. 377 of the Government of the Republic of 8 December 1999 "Occupational health and safety requirements in construction" § 5) and the technical or organisational safety measures in the occupational safety plan and shall coordinate the plan with the Customer.
- 4.2. The technical condition, supervision and operation of cranes, lifts, construction machinery and mobile work equipment shall be documented, and the documents must be located on the site. The machines may only be operated by employees who have undergone the required special training and any further training needed.
- 4.3. Works involving an open flame on the site shall be carried out in accordance with Regulation No. 47 of the Minister of the Internal Affairs of 7 September 2010 "Requirements for works involving open flame". The person carrying out work involving an open flame must have a professional certificate or a certificate for works involving an open flame in accordance with § 14 of the Fire Safety Act. The performance of work involving an open flame, and the beginning and end of such work shall be coordinated with the Customer at the beginning of each working day.
- 4.4. The Customer shall be liable for the temporary electrical installation on the site and shall appoint a person in control of electrical installations who has the required competence class to perform and maintain the electrical installation. The Contractor shall priorly coordinate with the Customer the power consumption necessary for performing the works, as well as the main electricity consumers. The Contractor may connect the electrical work equipment and extension cords complying with the operating and safety regulations of electrical equipment to the Customer's electrical network only through the connectors previously approved by the Customer.

#### **5. Handing over the work zone**

- 5.1. Before commencing work, the Contractor shall appoint a site manager who shall directly coordinate and organise the performance of the works and occupational safety related activities on the site.
- 5.2. When handing over the work zone to the site manager, the Customer shall introduce to the Contractor's site manager the Customer's internal rules and fire safety requirements, the plan for the use of the building and the territory, traffic management, the risk factors of the site, and other contractors who are working in the same work zone, and the risks that may arise from them. Instruction shall be deemed registered upon signature of the instrument for handing over the work zone, or a meeting protocol, by the representatives of the Parties.

- 5.3. Before commencing work, the site manager shall identify the hazards associated with the work to be performed, taking into account the risks arising from joint activities, the particularities of the site and the surrounding area, and shall plan measures to reduce the risks.
- 5.4. Before commencing work, the site manager shall identify the communication lines in the work zone (underground or on-ground cables, pipelines, etc.) and shall ensure their protection.
- 5.5. Upon the existence of grounds specified by legislation (Regulation No. 377 of the Government of the Republic of 8 December 1999 "Occupational health and safety requirements in construction" § 4(1)), the site manager shall submit a written "Occupational safety plan" to the Customer for approval before commencing work.
- 5.6. Before commencing work, the site manager shall provide occupational health and safety instruction to employees, inform the employees of the measures relating to rescue work and the provision of first aid, and appoint employees responsible for such activities. A corresponding registration must be made in the occupational safety plan or in the work log.
- 5.7. After accepting the work zone or commencing work on the site, the Contractor shall be liable for all emergencies and occupational accidents occurring in the work zone on the site.

## 6. Liability

- 6.1. For violation of these rules, in particular, the occupational safety requirements, the Customer may demand that the Contractor pay a contractual penalty of 1,000 euros per violation and/or that the violating employees be removed from the site and/or the work be suspended until the violation is eliminated.
- 6.2. If the Contractor fails to eliminate the violations regardless of the written notice from the Customer and by the deadline set out in the notice, the Customer shall have the right to cancel the Contract.
- 6.3. The Contractor shall bear the costs related to the suspension of works or cancellation of the Contract due to violation of the rules by the Contractor, as well as the damages caused by the Contractor's violation of the rules.