

SCHEDULE 5

This is Schedule 5 comprising Safety Matters referred to in the Project Agreement for the PRIME Project

BETWEEN

The Secretary of State for Work and Pensions

- and -

The First Secretary of State

- and -

Trillium (PRIME) Limited

- and -

Trillium (PRIME) Property GP Limited

**dated 27 March 1998
as Expanded and Restated on 15 December 2003**

Safety

1. In this Schedule 5:
 - (a) **"the CDM Regulations"** means the Construction (Design and Management) Regulations 1994 (and **"CDM Regulation"** shall be construed accordingly); and
 - (b) **"the client"**, had the same meaning as in the CDM Regulations and **"the Executive"** has the same meaning as in the Explanatory Note to the CDM Regulations.
2. Within 5 Business Days of the Commencement Date the PRIME Contractor shall make and serve on the Executive a declaration pursuant to and in the form (if any) required by CDM Regulation 4 that the PRIME Contractor will act as the client in relation to the Operations for all the purposes of the CDM Regulations. The PRIME Contractor shall forthwith send a copy of the declaration to the Department's Representative and upon receipt of notice from the Executive that it has received the declaration the PRIME Contractor shall send a copy of such notice to the Department's Representative. During the Operating Period the PRIME Contractor shall not and shall not seek to withdraw, terminate or in any manner derogate from its declaration that it will act as, and its acceptance of its responsibilities as, the client for all the purposes of the CDM Regulations. During the Operating Period the PRIME Contractor will forthwith as and when required serve upon the Executive such further declarations under CDM Regulation 4 as may be necessary in order to procure that in respect of all works carried out under the Operations, a Change or a Direct Procurement Change (with the exception of DWP's Configuration Works) the PRIME Contractor will act as the client for all the purposes of the CDM Regulations. For the avoidance of doubt, the PRIME Contractor will make the further declarations under CDM Regulation 4 as may be necessary after the Contract Expansion Date in order to procure that in respect of all works carried out under the Operations the PRIME Contractor will act as the client for all the purposes of the CDM Regulations.
3. The PRIME Contractor warrants that it has the competence, resources and capacity to, and shall, observe, perform and discharge and shall procure the observance, performance and discharge of:
 - (a) all the obligations, requirements and duties of the client arising under the CDM Regulations in connection with the Operations; and
 - (b) any obligation of the client referred to in any Code of Practice for the time being approved by the Health and Safety Commission pursuant to the Health and Safety at Work etc. Act 1974 in connection with the CDM Regulations.
4. Save in respect of any health and safety files to be issued by the PRIME Contractor under Schedule 27 [*Procedure for Procuring Department's Configuration Changes*], the PRIME Contractor shall issue to the Department's Representative within ten Business Days of the preparation thereof three copies of each and every health and safety file to be prepared pursuant to the CDM Regulations and of every amendment or update made to such file during the Operating Period.