

SCHEDULE 11

Emergency Planning and Response

1. Introduction

- 1.1 This Schedule deals with planning for the occurrence of emergencies, and also the protocol for dealing with Major Emergencies.
- 1.2 When a Major Emergency has occurred, or is reasonably likely to occur (in the opinion of the Authority Representative), the Emergency Services are likely to request the support and assistance of the Authority. The Authority has in effect a plan for dealing with such emergencies, to which the Service Provider will be required to contribute, in addition to participation in required training exercises and the maintenance of required supplies.
- 1.3 The Authority may require the Resources and Personnel of the Service Provider which are used to carry out the Services in order to respond to any Major Emergency, as detailed in this Schedule 11 (*Emergency Planning and Response*). The Resources and Personnel required from the Service Provider may be for the response to the initial or recovery phase of a Major Emergency.
- 1.4 The Service Provider is required to comply with the provisions of this Schedule 11 (*Emergency Planning and Response*) in responding to Major Emergencies. The required Response from the Service Provider will take precedence over normal provision of the Services. The Authority Representative will utilise the provisions of the Contract to organise and agree with the Service Provider the recovery of work after a Major Emergency, including an agreed Compensation Event and/or other payments as agreed in accordance with this Schedule 11 (*Emergency Planning and Response*).

2. Emergency Planning

- 2.1 The Service Provider will take an active role in contributing to the Authority's Emergency Plan, and shall develop its own corresponding emergency plan, which shall comply with the requirements set out in this Schedule 11 (*Emergency Planning and Response*), including Annex A to this Schedule (the “**Service Provider’s Emergency Plan**”). The Service Provider's Emergency Plan shall reflect the requirements contained within the Authority's Emergency Plan, and shall detail the

Service Provider's own planning for the required Response to any Major Emergency, to the Authority's satisfaction (acting reasonably). The Service Provider shall ensure that the Service Provider's Emergency Plan is maintained up to date and reflects any amendments to the Authority's requirements or Emergency Plan, and shall provide the Authority with a copy of any updated Service Provider's Emergency Plan as soon as reasonably practicable pursuant to the Review Procedure.

2.2 The Authority shall notify the Service Provider from time to time that it is in the process of updating the Authority's Emergency Plan and the Service Provider shall provide all reasonable assistance to the Authority to enable it to update the Authority's Emergency Plan, including:

2.2.1 determining what Resources and Personnel can be made available by the Service Provider in the event of a Major Emergency, including details of any relevant timescales;

2.2.2 notifying the Authority of the levels of Stock the Service Provider intends to keep; and

2.2.3 providing a suitably qualified person able to comment on any updates to the Authority's Emergency Plan; and

2.2.4 providing a copy of the current Service Provider's Emergency Plan.

2.3 The Service Provider shall:

2.3.1 take an active role in any emergency planning and training exercises as notified to the Service Provider by the Authority;

2.3.2 ensure that, in addition to the Service Provider Representative, there are sufficient suitably trained Personnel to carry out the Service Provider's Emergency Plan;

2.3.3 take part in any meetings relating to Major Emergencies or planning for Major Emergencies, including providing such Personnel to attend such meetings as requested by the Authority (acting reasonably);

2.3.4 provide up to date details to the Authority of the Personnel detailed in Paragraph 2.3.2 above and any other Personnel of the Service Provider with

any specialist skills who may be able to assist in the case of a Major Emergency.

2.4 The Service Provider shall ensure that the Service Provider Representative shall be suitably trained and qualified to properly discharge all of its obligations under this Schedule 11 (*Emergency Planning and Response*), and the Service Provider Representative shall:

2.4.1 ensure the effective operation of the Service Provider's Emergency Plan and the Response described in this Schedule;

2.4.2 audit and review the Service Provider's Emergency Plan to ensure its continued suitability and effectiveness at regular intervals (and no less frequently than as dictated by Paragraph 2.1 above) and report the findings of such audit and review to the Authority Representative, including details of any amendments made;

2.4.3 liaise with the Authority Representative on all matters relating to planning for Major Emergencies; and

2.4.4 report to the Service Provider on all matters relating to this Schedule 11 (*Emergency Planning and Response*).

3. Activating the Response

In the event of an actual or potential Major Emergency, the Authority Representative will contact the Service Provider Representative to notify him of the Major Emergency which has occurred or is reasonably likely to occur (in the opinion of the Authority Representative) and to activate the required Response, including notifying the Service Provider of the Resources and Personnel required. Where such notification is given over the telephone or in person, this shall be followed by notice from the Authority requesting the activation of the Response, as soon as is practicable taking into account the nature of the Major Emergency.

4. Response to Major Emergencies

4.1 The Service Provider will ensure that any Response requested by the Authority can be provided at all times.

4.2 The Response required from the Service Provider may include:

- 4.2.1 suspending some or all of the Services being provided at the time of the activation of the Response as and where necessary and/or rescheduling any planned Services;
 - 4.2.2 providing access to such Resources and Personnel as are required by the Authority, within the time frame requested by the Authority, including deployment of necessary Personnel in order to utilise such Resources;
 - 4.2.3 providing the Service Provider's premises as emergency control centres;
 - 4.2.4 providing any other assistance as is requested by the Authority in order to deal with the Major Emergency;
 - 4.2.5 refraining from undertaking any activity as requested by the Authority; and
 - 4.2.6 ensuring that members of the public are advised of any interruptions to the delivery of the Services.
- 4.3 The Service Provider shall keep itemised records of the Response to any Major Emergency activated under this Schedule 11 (*Emergency Planning and Response*), including details of the deployment of Resources and Personnel on an open book basis. These records will form the basis of the reimbursement by the Authority for the Response under Paragraph 5 below.

5. Payment

- 5.1 Reimbursement for the Service Provider's Response shall only be for Resources and Personnel and other activities requested by the Authority under Paragraph 4.2 and which are actually deployed or carried out by the Service Provider in the Response to the Major Emergency.
- 5.2 Payment shall be based on the records made by the Service Provider under Paragraph 4.3 above. The Authority shall pay the Service Provider's reasonable and additional costs properly and directly incurred by the Service Provider in complying with the provisions of this Schedule 11 (*Emergency Planning and Response*), provided that such costs shall not include payment for services which have replaced the Service and further provided that such costs are not those which the Service Provider would normally incur during the course of its businesses.

- 5.3 In the event that the carrying out of the Response has caused the Service Provider to be unable to carry out any planned Services, then the carrying out of the Response shall be a Compensation Event.

Annex A

The Service Provider's Emergency Plan

1.
 - 1.1 The Service Provider's Emergency Plan must include hazard identification and risk assessment, which takes into account the nature of Major Emergencies, such as control measures or support resources that would normally be in place which may be absent, reduced, significantly impaired or compromised.
 - 1.2 The Service Provider's Emergency Plan should deal with all main risk issues which may be encountered during a Major Emergency, including:
 - 1.2.1 impeded communication systems;
 - 1.2.2 congestion or blockage of the Highway;
 - 1.2.3 unstable or damaged Structures;
 - 1.2.4 working alongside other agencies, such as the Authority, volunteer bodies and the Emergency Services; and
 - 1.2.5 the requirements for business continuity, including the minimum amount of disruption to the Services as can possibly be achieved, by implementation of suitable business continuity measures.
 - 1.3 The Service Provider's Emergency Plan should assume that there are no pre-existent control measures in place for health and safety and should ensure that none of the Personnel should be put at unreasonable risk in carrying out the Response. The Service Provider's Emergency Plan should be subject to test and review to verify its effectiveness in terms of health and safety matters.