

Work Related Road Risk

(Version: April 2017)

1.1 For the purposes of **Clauses 1.2 to 1.10** (inclusive) of this [Contract], the following expressions shall have the following meanings:

“Approved Progressive Training”

An ongoing programme of personal development that uses a combination of theoretical, e-learning, practical and on the job training to ensure Drivers have the knowledge, skills and attitude to operate safely on urban roads and shall include:

1.1.1 Safe Urban Driving (SUD) training to be undertaken every five years; or

1.1.2 A training course, which in the reasonable opinion of the [Authority] is an acceptable substitute to SUD; and

1.1.3 One safety related FORS e-learning module to be undertaken every twelve (12) months;

“Bronze Accreditation”

the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk

“Category N2 Lorry”

means a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;

“Category N3 Lorry”

means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms

“Car-derived Van”

a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

“Collision Report”

a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;

“Delivery and Servicing Vehicle”

a Lorry, a Van or a Car-derived Van;

“Driver”	any employee of the [Service Provider] (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the [Service Provider] while delivering the [Services];
“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 Lorry cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
“Front Underrun Protection”	devices that are fitted at the front of Lorries and which comply with EC Directive 2000/40/EEC and the Road Vehicles (Construction and Use) Regulations 1986
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Lorry”	a vehicle with an MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Side Underrun Protection”	devices that are fitted between the front and rear axles of Lorries and which comply with EC Directive 89/297/EEC and the Road

Vehicles (Construction and Use) Regulations 1986;

“Silver Accreditation”

the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk

“Van”

a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

1.2 Where the [Service Provider] operates Delivery and Servicing Vehicles to provide the [Services], it shall within 90 days of the Contract Commencement Date:

1.2.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the [Authority], is an acceptable substitute to FORS (the “**Alternative Scheme**”); and

1.2.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the [Service Provider] has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on Lorries

1.3 The [Service Provider] shall ensure that every Lorry, which it uses to provide the [Services], shall have:

1.3.1 Side Underrun Protection fitted at a height not exceeding 550mm from the ground, unless the [Service Provider] can demonstrate to the reasonable satisfaction of the [Authority] that the Lorry will not perform the function for which it was built if the Side Underrun Protection is fitted;

1.3.2 Front Underrun Protection fitted at a height not exceeding 400mm from the ground, unless the [Service Provider] can demonstrate to the reasonable satisfaction of the [Authority] that the Lorry will not perform the function for which it was built if the Front Underrun Protection is fitted;

1.3.3 equipment fitted with an audible means of warning other road users of the Lorry’s left manoeuvre;

- 1.3.4 prominent signage on the Lorry to warn cyclists and other road users of the dangers of the Lorry's near side blind spot and of getting too close to the Lorry; and
- 1.3.5 front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of direct vision, fully operational indirect vision aids and driver audible alerts.

Direct Vision Standard

1.4 Where applicable:

1.4.1 the [Service Provider] shall comply with the Heavy Goods Vehicle Direct Vision Standard Schedule attached to this [Contract]: and

1.4.2 the [Service Provider] shall ensure that:

1.4.2.1 from and including 1 October 2018, all Category N3 Lorries used in the provision of the [Services] achieve a minimum of a one (1) star Direct Vision Standard rating;

1.4.2.2 from and including 1 April 2020 all Category N3 Lorries used in the provision of the [Services] achieve a minimum of three (3) star Direct Vision Standard rating; and

1.4.2.3 so far as reasonably practicable, the conditions at all sites and locations within the control of the [Service Provider] where:

- (a) the [Services] are being delivered, or
- (b) in connection with the performance of the [Services], any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N2 Lorry and Category N3 Lorry being used in the provisions of the [Services]. The [Service Provider] shall not incur any costs or make any changes to the site(s) without the prior written consent of the [Authority].

Driver Licence Checks

1.5 Where the [Service Provider] operates Delivery and Servicing Vehicles to provide the [Services] the [Service Provider] shall ensure that:

1.5.1 it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and

- 1.5.2 each of its Drivers engaged in the provision of the [Services] has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the [Services] and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the [Service Provider's] risk scale, provided that the [Service Provider's] risk scale has been approved in writing by the [Authority] within the last twelve (12) months:
- 1.5.2.1 0 – 5 points on the driving licence – six monthly checks;
 - 1.5.2.2 6 – 8 points on the driving licence – quarterly checks; or
 - 1.5.2.3 9 or more points on the driving licence – monthly checks.

Driver Training

- 1.6 Where the [Service Provider] operates Delivery and Servicing Vehicles to provide the [Services] the [Service Provider] shall ensure that each of its Drivers attend Approved Progressive Training throughout the Term of the [Contract].

Collision Reporting

- 1.7 Where the [Service Provider] operates Delivery and Servicing Vehicles to provide the [Services], the [Service Provider] shall:
- 1.7.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that result in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
 - 1.7.2 within 15 days of the Commencement Date, provide to the [Authority] a Collision Report. The [Service Provider] shall provide to the [Authority] an updated Collision Report within five working days of a written request from the [Authority] at anytime.

Self-Certification of Compliance

- 1.8 Where the [Service Provider] operates Delivery and Servicing Vehicles to provide the [Services], within 90 days of the Commencement Date, the [Service Provider] shall make a written report to the Authority detailing its compliance with **Clauses 1.2, 1.3, 1.4, 1.5, 1.6 and 1.7** of this [Contract] (the **“WRRR Self-Certification Report”**). The [Service Provider] shall provide updates of the WRRR Self-Certification Report to the [Authority] on each three month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the [Service Provider] Regarding Subcontractors

1.9 The [Service Provider] shall ensure that those of its sub-contractors who operate Category N2 Lorries, Category N3 Lorries, Vans and/or Car-derived Vans to provide the [Services] shall comply with the corresponding provisions of this [Contract]:

1.9.1 **Clause 1.2;**

1.9.2 for Category N2 Lorries – **Clauses 1.3, 1.5, 1.6, 1.7 and 1.8;**

1.9.3 for Category N3 Lorries – **Clauses 1.3, 1.4, 1.5, 1.6, 1.7, 1.8** and, where applicable, the appropriate provisions of the Heavy Goods Vehicle Direct Vision Standard Schedule; and

1.9.4 for Vans and Car-Derived Vans – **Clauses 1.6, 1.7 and 1.8**

as if those sub-contractors were a party to this [Contract].

Failure to Comply

1.10 Without limiting the effect of any other clause of this [Contract] relating to termination, if the [Service Provider] fails to comply with **Clauses 1.2, 1.3, 1.4** (where applicable), **1.5, 1.6, 1.7, 1.8, 1.9 and 1.10:**

1.10.1 the [Service Provider] has committed a material breach of this [Contract]; and

1.10.2 the [Authority] may refuse the [Service Provider], its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the [Authority] for any purpose (including but not limited to deliveries).