

# Supply of Engineering Inspection Services

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## Interpretation

This Contract, together with the Schedules, forms the contract between:

you, the customer named in Schedule 1; and

Zurich Engineering Inspection Services Ireland Limited

This document sets out the terms and conditions under which we provide inspection services to you. It is an important document and you should keep it in a safe place.

If there is any conflict between Schedule 1 and any other provision of these terms and conditions, Schedule 1 will prevail. We only provide services to you on these terms and conditions. These terms and conditions will apply to any supply of services by us to you (even if you subsequently send us your terms and conditions) unless we otherwise agree in writing.

## Definitions

In this Contract, unless the context requires otherwise, the following words and expressions will have the meanings set out below and, where expressed in the singular, the plural of such expressions will be construed accordingly:

### Additional Services

Additional services that fall outside the scope of the Inspection Service for the purposes of this Contract. Such services will include, without limitation, the services listed in sub-clauses 1.10.1 to 1.10.4 inclusive.

### Applicable Laws

All applicable laws, statutes and regulations from time to time in force.

### Competent Person

The competent person is Zurich Engineering Inspection Services Ireland Limited which engages engineers or other technical persons.

### Confidential Information

All technical, business and similar information relating to the business affairs of either party.

### Contract

This Contract, including the Schedules and Annexures forming part of it.

### Contract Price

The amount payable for the Inspection Service as stated in Schedule 1 or as varied from time to time in accordance with Clause 4 during the Term.

### Commencement Date

The date upon which the Contract commenced.

### Inspection

An examination of Plant which:

- a) will, if required by you, be carried out in accordance with the requirements of any applicable statutory regulations; or
- b) for Plant not requiring Inspection in accordance with statutory regulations will be carried out as agreed between the parties.

### Inspection Interval

The interval between Inspections:

- a) as set out in statutory regulations and such additional Inspections as stated in Schedule 1; or
- b) for Plant not subject to Inspection in accordance with statutory regulations will be as agreed between the parties.

### Inspection Service

An Inspection of Plant at Inspection Intervals and provision of a Report.

### Normal Working Hours

Between 09.00 hours and 17.00 hours Monday to Friday except for public holidays.

### Plant

The machinery and equipment set out in Schedule 1.

## Report

A document in our standard format issued electronically and/or on paper, that provides details of the Plant inspected and the Inspection that was undertaken.

## Schedule 1

The Schedule forming part of this Contract, which sets out your details, the Term, the Plant, the Plant Location and the Contract Price.

## Site/Plant Location

The locations set out in Schedule 1.

## Term

12 months from the date as specified in Schedule 1 (unless otherwise stated therein) subject to termination in accordance with Clause 11.

## We, Us, Our

Zurich Engineering Inspection Services Ireland Limited whose registered office is: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

## You, Your

The company, person or persons or other legal entity named in Schedule 1.

# Terms and Conditions

## 1. Scope of the Inspection Service

- 1.1 We will provide you with the Inspection Service at the Site, in accordance with the terms and conditions contained in this Contract, and, in consideration of which, you will pay us the Contract Price.
- 1.2 Unless otherwise agreed in Schedule 1, the scope of our examination will be as set out Annex 1. We have no responsibility to examine items forming part of the Plant which are outside the agreed scope of our examination.
- 1.3 Our inspection does not replicate or replace the work required by designers or installers of plant nor does it replace the requirement to maintain or inspect the Plant between Inspections.
- 1.4 Where you require that the Inspection Service is to be carried out in accordance with specific statutory regulations, the scope of the Inspection Service will (in so far as is possible under the terms of this Contract) be in accordance with the terms of those statutory regulations and any respective relevant guidance or any relevant approved code or practice. The Report will identify the regulations and any relevant guidance or any code of practice that apply.
- 1.5 For the avoidance of doubt, where the Inspection Service is carried out in accordance with any specific statutory regulation, the Competent Person will possess all necessary skills, experience and qualifications to the extent required under the applicable statutory regulation.
- 1.6 Where you do not require that the Inspection Service is carried out in accordance with specific statutory regulations or no such regulations apply, the scope of the Inspection Service will (in so far as is possible under the terms of this Contract) be as instructed by you and agreed by us or, in the absence of such an instruction, as specified by us.
- 1.7 In the event that the Plant or part of a Plant cannot be located or is not made available by you for Inspection or is not prepared by you for Inspection, the Report will indicate that the Plant or the relevant part of the Plant could not be inspected and will give the reason for this.
- 1.8 The Report may bring to your attention other noticeable and obvious defects that fall outside the scope of the Inspection, although no obligation to do so exists. The impact of such other defects are to be assessed by and are your sole responsibility.
- 1.9 The Inspection Service will not cover the preparation, operation, repair or maintenance of Plant.
- 1.10 We may (at our absolute discretion) negotiate with you and agree to provide Additional Services. You acknowledge that, unless otherwise agreed, Additional Services will not be included in the scope of the Inspection Service. For the avoidance of doubt, Additional Services will include, without limitation:
  - 1.10.1 the witnessing or provision of ultrasonic, radiographic or other non-destructive tests (NDT) or other tests of a non-routine character or any proof of load stability, anchorage or similar test;
  - 1.10.2 the assessment of the suitability of Plant for its intended use in the particular environment within which it is operated;
  - 1.10.3 the assessment of the suitability of proposed repair or modification to Plant; and
  - 1.10.4 the carrying out of any additional Inspections of the Plant required during and/or on completion of such repair or modification.

## 2. Duration

- 2.1 This Contract will stay in force until the end of the Term unless terminated in accordance with Clause 11.
- 2.2 At the end of the Term, the parties may mutually agree to renew the Contract on the same terms. Upon any renewal we may adjust the Contract Price whilst the remaining provisions will continue in full force and effect.

## 3. Our Obligations

- 3.1 We will carry out the Inspection Service with all due care in a safe manner and in accordance with Applicable Laws. Where required by law we will forward a copy of our report to the Health & Safety Authority.
- 3.2 Unless otherwise agreed, we will provide the Inspection Service within Normal Working Hours.
- 3.3 We will use reasonable endeavours including making contact with you by telephone or in writing prior to the due date of the Inspections in order to carry out the Inspections of the Plant at the Inspection Interval(s).
- 3.4 We will produce the Report within 20 days following completion of an Inspection of the Plant, other than in circumstances where an item is judged to give rise to immediate danger. In this event an on-site report will be issued prior to leaving site.

- 3.5 We will comply with your safe systems of work as notified by you. We reserve the right not to carry out an Inspection if, in our absolute discretion, to do so would pose an unacceptable risk to the health, safety or welfare of either us, you or other person.

Please see Annex 2 for additional information on our safety rules for field staff working on client premises.

#### **4. Contract Price and Payment**

- 4.1 You will pay us the Contract Price at the start of the Term or as otherwise agreed in writing between the parties.
- 4.2 Unless otherwise agreed in writing any invoices will be paid within 30 days of the date of invoice.
- 4.3 Unless otherwise agreed in writing, prices quoted to you are shown in Euro exclusive of Value Added Tax (or any other similar tax or duty levied by any government or other taxation authority) on the value of the Inspection Services supplied. Any such taxes or duties will be payable by you in addition to the prices quoted.
- 4.4 We reserve the right to withhold further supply of the Inspection Services to any customer who fails to pay within the aforementioned period, without prejudice to any existing rights we may have in respect of such unpaid invoice. We shall have no liability to you arising out of or in connection with such suspension.
- 4.5 You must inform us of any issue with any invoice provided by us within 15 working days of the date of receipt of the invoice; otherwise the invoice shall be deemed to be accepted in full by you.
- 4.6 Where we have reached agreement to commence Inspections for a new customer, the quotation offered will have been calculated on the basis of a schedule of plant provided by the customer. If that schedule is not accurate then the amount, size or capacity of plant inspected will not tally with the schedule provided. As such the initial fee would be a deposit, adjustable dependent on Inspections having taken place and we reserve the right to revise the Contract Price.
- 4.7 You may be required to pay an additional charge to us where:
- 4.7.1 Inspections are carried out outside Normal Working Hours, at your request;
  - 4.7.2 you require that our representatives are required to undertake training specific to your own health, safety and welfare procedures;
  - 4.7.3 we are unable to carry out an Inspection of the Plant at an agreed time through no fault of our own and a further appointment is necessitated;
  - 4.7.4 we are required to re-examine any Plant;
  - 4.7.5 you request an agreement with us to postpone an Inspection; and/or
  - 4.7.6 you request duplicate copies of Inspection reports.
- 4.8 You agree that we will adjust the Contract Price at the end of the Term to take into account:
- 4.8.1 any Plant added to or deleted from Schedule 1;
  - 4.8.2 any changes to the Inspection Interval(s) stated in Schedule 1;
  - 4.8.3 in the case of any activities charged on a time spent basis, the actual time spent as recorded on either time spent reports or on-site time sheets, as agreed; and/or
  - 4.8.4 any right of set-off available to us in relation to this Contract.
- Where a significant change is made to the Plant during the Term an interim adjustment to the Contract Price may be agreed. Any adjustments will take into account Inspections we have already made.
- 4.9 Where the Contract Price is adjusted in accordance with this clause, you will pay to us the difference between the Contract Price and the adjusted Contract Price.

#### **5. Your Obligations**

- 5.1 You are responsible for the care, custody and control of the Plant at all times.
- 5.2 You will ensure that all Plant that requires Inspection is included in Schedule 1. In the event of any errors or omissions in Schedule 1, you will notify us in writing, in a reasonable time.
- 5.3 To ensure that we provide the appropriate service, you will notify us if any Plant is being operated outside the scope of usual operating conditions.
- 5.4 You will use reasonable endeavours to comply with any arrangements proposed by us in order to carry out Inspections at the Inspection Interval(s).
- 5.5 You will, at your own expense, have the Plant properly cleaned and prepared for Inspection and will make available any ancillary testing equipment.
- 5.6 You will be responsible for the reassembly of the Plant after Inspection.
- 5.7 You will make available any of your staff, premises, facilities and access equipment as we may reasonably request to enable us to perform the Inspection Service. In particular where the operation of Plant is required for the purposes of an Inspection, you will make available a skilled and qualified operator.
- 5.8 You will promptly provide us with such information and documents as we may reasonably request for the proper performance of the Inspection Service. You will retain sole responsibility for the operation of the Plant.
- 5.9 You will provide us with safe access to the Site and a safe working environment on the Site.
- 5.10 You will obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable us to provide the Inspection Services.
- 5.11 Before the beginning of each Inspection, you will provide us with full information concerning any matter, including misuse or incident involving or affecting the Plant or modification to the Plant that has occurred since the last Inspection and is relevant to our Inspection.

- 5.12 Notwithstanding our obligations under Clause 3.3, it is your legal duty under any relevant statutory regulations to ensure that Plant is inspected at the prescribed Inspection Interval(s). It is therefore recommended that you establish a system to monitor Inspection Intervals in order to ensure compliance with the regulations and ensure that we are notified in advance of the Inspection dates required, should this be necessary.
- 5.13 If on commencement of the Contract Plant is overdue for statutory inspection, or Plant is added to Schedule 1 during the term of the Contract which is overdue for statutory inspection, you agree to waive any rights you may have, now or in the future, against us arising out of or in connection with the fact such Plant is overdue for statutory inspection.
- 5.14 Should an Inspection reveal defects affecting the safety of any Plant you will need to take appropriate action, which may include removing the relevant item from service and notifying your insurer.

## 6. Limitation of our Liability

- 6.1 Nothing in this Contract shall limit or exclude our liability for:
- 6.1.1 death or personal injury caused by our negligence;
  - 6.1.2 fraud or fraudulent misrepresentation; or
  - 6.1.3 any other liability which cannot be limited or excluded by Applicable Laws.
- 6.2 Subject to Clause 6.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract for:
- 6.2.1 loss of profits;
  - 6.2.2 loss of sales or business;
  - 6.2.3 loss of agreements or contracts;
  - 6.2.4 loss of anticipated savings;
  - 6.2.5 loss of or damage to goodwill;
  - 6.2.6 loss of use or corruption of software, data or information; or
  - 6.2.7 any indirect or consequential loss.
- 6.3 Subject to Clause 6.1, our total liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be €10,000,000.
- 6.4 We accept no responsibility for damage sustained by the Plant as a result of the failure of the Plant to withstand a test applied as part of the Inspection Service.
- 6.5 We will have no liability to you for any failure or delay in providing Inspection Services which is caused by your acts or omissions.

## 7. Indemnity

- 7.1 You shall indemnify and keep us indemnified in respect of any proceeding, action or claim of any nature whatsoever made or brought against us and all loss, penalties, damages, costs and expenses suffered or incurred by us as a result of any third party claim including but not limited to, a claim by our employee(s) or your employee(s) arising out of your negligence or that of your employees, agents or subcontractors, your failure to comply with your obligations under the Contract or your failure to ensure that items of Plant are examined within any prescribed inspection interval.

## 8. Data Protection

- 8.1 In this Clause:
- 8.1.1 **'Customer Personal Data'** means any Personal Data Processed by us on your behalf pursuant to this Contract;
  - 8.1.2 **'Controller to Processor SCCs'** means the Standard Contractual Clauses (processors) for the purposes of Article 26(2) of Directive 95/46/EC set out in Decision 2010/87/EC as the same are revised or updated from time to time by the European Commission;
  - 8.1.3 **'Data Protection Laws'** means Directive 95/46/EC as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (**'GDPR'**) and/or other applicable privacy legislation in force in Ireland;
  - 8.1.4 **'Services'** means the services to be supplied by us to you pursuant to this Contract; and
  - 8.1.5 the terms **'Controller'**, **'Data Subject'**, **'Personal Data'**, **'Personal Data Breach'**, **'Processing'** and **'Processor'** have the meanings given to them by the Data Protection Laws, and **'Process'** and **'Processed'** shall be construed accordingly.
- 8.2 Schedule 2 sets out the information required by Article 28(3) of the GDPR. The parties to this Contract may make amendments to Schedule 2 by written notice from time to time as the parties reasonably consider necessary to meet those requirements. Schedule 2 does not create any obligation or rights for any party to this Contract.
- 8.3 We shall:
- 8.3.1 process Customer Personal Data solely on your documented instructions, for the purposes of providing the Services and as otherwise necessary to perform our obligations under the Contract (including the transfer of Customer Personal Data to third countries outside the European Union) unless Processing is otherwise required by European Union or Member State law, in which case we shall inform you of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest;
  - 8.3.2 ensure that persons authorized to Process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - 8.3.3 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons,

implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk when Processing Customer Personal Data;

- 8.3.4 be generally authorized to engage another Processor to Process the Customer Personal Data (**'Sub-Processor'**), subject to our meeting the conditions set out in Article 28 (2) and (4) of the GDPR;
  - 8.3.5 promptly notify you of any communication from a Data Subject regarding the Processing of Customer Personal Data, or any other communication relating to your obligation under the Data Protection Laws in respect of Customer Personal Data and, taking into account the nature of the Processing, assist you by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR;
  - 8.3.6 notify you without undue delay of any Personal Data Breach of Customer Personal Data of which we become aware and assist you with your obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the Processing and information available to us;
  - 8.3.7 cease Processing the Customer Personal Data upon the termination or expiry of the Contract and at your option, either return or delete all copies of the Customer Personal Data Processed by us unless (and solely to the extent and for such period as) European Union or Member State law requires storage of the Personal Data; and
  - 8.3.8 make available to you on request all information necessary to demonstrate compliance with this Clause and with Article 28 of the GDPR, and shall allow for and contribute to audits, including inspections, by you or an auditor mandated by you.
- 8.4 We shall immediately inform you if, in our opinion, an instruction infringes Data Protection Laws.
- 8.5 You (as **'data exporter'**) and us (as **'data importer'**) with effect from the commencement of the relevant transfer hereby enter into the Controller to Processor SCCs in respect of any transfer from you to us (or onward transfer) where such transfer would otherwise be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address Data Protection Laws). Appendix 1 to the Controller to Processor SCCs shall be deemed to be prepopulated with the relevant sections of Schedule 2 to this Contract and the Processing operations are deemed to be those described in the Contract. Appendix 2 to the Controller to Processor SCCs shall be deemed to be prepopulated with the following 'Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood for the rights and freedoms of natural persons, Zurich Engineering Inspection Services Ireland Limited shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including as appropriate the specific controls described in Article 32(1), (a) to (d) inclusive of GDPR and including any other controls mandated by applicable data protection laws.'

## 9. Confidentiality

- 9.1 Neither party will disclose or communicate to any third party any Confidential Information obtained from the other party as a result of this Contract.
- 9.2 Nothing in this clause will impose an obligation of confidentiality on information
  - 9.2.1 already in the public domain;
  - 9.2.2 that was rightfully in the possession of such party prior to the commencement of this Contract; or
  - 9.2.3 that is required to be disclosed pursuant to any Applicable Laws or regulatory body.
- 9.3 The obligations under this clause will come into effect on the Commencement Date and will survive termination.

## 10. Subcontracting

- 10.1 We may subcontract in whole or in part any of our obligations under this Contract. We will, in such circumstances, retain responsibility for the execution of any subcontracted work.

## 11. Termination

- 11.1 We may terminate this Contract by giving 30 days written notice to you at any time throughout the duration of the Contract without further obligation, subject to any accrued rights and the payment of the Contract Price for Inspection Services which have already been performed to the effective date of termination.
- 11.2 Either party will have the right at any time by giving notice to the other to immediately terminate this Contract on or after the happening of any of the following events, subject to any accrued rights and the payment of the Contract Price for Inspection Services which have already been performed to the effective date of termination:
  - 11.2.1 where the other has committed a material breach of the terms of this Contract which is incapable of remedy;
  - 11.2.2 where the other has committed a material breach of the terms of this Contract which is capable of remedy and fails to remedy such breach within 30 days after receipt of a written notice by the other party giving full particulars of the breach and requiring it to be remedied;
  - 11.2.3 where the other except for the purposes of a bona fide amalgamation or reconstruction, becomes insolvent or enters into liquidation or enters into a composition or arrangement with its creditors or has a receiver appointed over all or any part of its assets or has an examiner appointed; or
  - 11.2.4 where an event of Force Majeure delays a scheduled Inspection for more than 30 days.

## 12. Right of Set-Off

- 12.1 We will be entitled to apply any monies due to you under the Contract in or towards any sum owing to us in relation to any matter whatsoever.

## 13. Force Majeure

- 13.1 We will not be liable for any delay or for the consequences of any delay in performing our obligations under this Contract if such delay is due to any cause beyond our reasonable control and will be entitled to a reasonable extension of time for performance of such obligations.

#### **14. Notices**

- 14.1 All notices to be given under this Contract will be in writing and may be delivered by hand or by post, and will be deemed to have been delivered 48 hours after posting (in the case of a pre-paid letter).

#### **15. General**

- 15.1 Failure by either party to enforce any of the rights under this Contract will not be taken as or deemed to be a waiver of such rights.
- 15.2 If any term or provision of this Contract is held illegal or unenforceable the remainder will remain in full force and effect.
- 15.3 This Contract represents the entire agreement between the parties and supersedes all prior agreements and representations made by either party, whether oral or written.
- 15.4 Nothing in this Contract creates a partnership or joint venture between you and us.
- 15.5 This Contract can only be changed if both parties agree to the changes in writing.

#### **16. Complaints**

- 16.1 If you have a complaint about our services, it should be raised in the first instance with your usual business contact. We will fully investigate any complaint, keep you informed and do everything possible to resolve your complaint.

#### **17. Governing Law**

- 17.1 This Contract will be governed by and construed in accordance with the laws of Ireland and any dispute will be subject to the exclusive jurisdiction of the Irish courts.

#### **18. Sanctions**

- 18.1 Notwithstanding any other terms of this Contract we will not provide any service or benefit to you or any other party to the extent that such service, benefit and/or any business or activity of yours would violate any applicable trade or economic sanctions law or regulation.

**Schedule 1**

**Customer details, Plant, Plant Location and Contract Price**

[To be inserted]

## Schedule 2

### Details of Data Processing

**Data Subjects to whom the Customer Personal Data relates:**

The Customer Personal Data may include Personal Data relating to your current, former, and prospective staff, officers and directors and contacts at your current, former, and prospective customers.

**The types of Customer Personal Data to be processed:**

Name, address, title, preferred salutation, telephone number, email address and other contact information; employer, employment status, job title.

**Nature and purpose of the Processing of the Personal Data:**

The use of contact information to facilitate the arrangement of Inspections, the delivery of Reports by email and to provide access to our IT platform.



# Scope of examination

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## Annex 1 to Standard Inspection Contract

**These services are categorised by the following technical disciplines, relating to the relevant regulations:**

- Lifting equipment
- Pressure systems
- General work equipment
- Other equipment

### Inspection services – lifting equipment

#### What to expect in a standard inspection contract

- Our engineer surveyor will undertake periodic thorough examinations of the lifting equipment in accordance with S.I. No. 299 of 2007 – Safety, Health and Welfare at Work (General Applications) Regulations 2007 ('SI299') and S.I. No. 445 of 2012 – Safety, Health and Welfare at Work (General Applications) (Amendment) Regulations 2012 ('SI445' and together with SI299, the 'Regulations').
- These examinations are designed to detect and report safety-related defects resulting from the deterioration of the item in-service and will include functional testing of the item and relevant protective/ safety devices.
- These examinations are risk-based, meaning that the scope of the examination will be varied according to an assessment of the health and safety risk. Further dismantlement, additional examination and supplementary tests may be required in order to complete an examination.
- Where additional examinations and or supplementary tests are required these are not included in the standard fee.
- Zurich Engineering Inspection Services Ireland Limited ('ZEIS') will provide reports of thorough examinations in accordance the Regulations.
- ZEIS will bring to attention other defects, obvious and make other pertinent observations in order to discharge our general duty of care, and to add further value.
- ZEIS will notify you of situations where we have been unable to undertake or complete thorough examinations for reasons beyond our control, and will inform you of the reasons why.
- ZEIS will perform the thorough examination of relevant items of lifting equipment that are found at the respective location but are not included on your inspection Schedule, thereby adding them to the Schedule, unless expressly instructed by you to the contrary.
- Where non statutory items are included in the Schedule, they will be inspected as though they are items of lifting equipment, to the same standard as a statutory thorough examination.

#### What not to expect in a standard inspection contract

- ZEIS will not undertake the repair or maintenance of items subject to thorough examination.
- ZEIS will not undertake the preparation, re-instatement, operation (except the limited operation required to facilitate examination), interim inspection or specialised testing of items subject to thorough examination.
- ZEIS will not co-ordinate the provision of services from third parties, even if those services are necessary in order to undertake the thorough examinations.
- ZEIS will not undertake a detailed assessment of any item's design with reference to codes, standards or directives, or of its suitability for intended use in the particular environment or of its remnant life.
- ZEIS will not undertake supplementary tests unless agreed in writing as an additional service (for which a fee would be charged).
- The examination will be focussed on structural components associated with the lifting activity. As such the examination of electrical systems will be limited to functional tests of devices and controls and reporting of patently dangerous wiring defects.

# Inspection services – pressure systems

## What to expect in a standard inspection contract

- Our engineer surveyor will undertake periodic examinations of the pressure system in accordance with the Regulations.
- The examinations are designed to assess the effect on safety of any deterioration of the item(s) in-service. Results can be monitored, reported and benchmarked.
- An examination may include functional tests of relevant protective/safety devices and other periodic tests, such as non-destructive testing (NDT) and hydraulic-testing, which we will either undertake ourselves or control in some way.
- Where NDT is required this is not included in the standard service.
- ZEIS will provide reports of examinations in accordance with the Regulations.
- ZEIS will bring to your attention other defects, and make other pertinent observations in order to discharge our general duty of care, and to add further value.
- ZEIS will notify you of situations where we have been unable to undertake or complete examinations for reasons beyond our control, and will inform you of the reasons why.
- ZEIS will add to the inspection Schedule and perform the examination of relevant items of pressure systems that are found at the respective location but had not been included on your inspection Schedule, thereby adding them to the inspection Schedule, but only if expressly instructed by you to do so.
- Where non statutory items (such as hot water boilers and un-pressurised storage tanks) are included in the inspection Schedule, and in the absence of any other relevant instruction, they will be inspected according to ZEIS generic procedures which are based on reasonably practicable engineering practice.

## What not to expect in a standard inspection contract

- ZEIS will not undertake an examination of an item in accordance with the Regulations if we have reason to believe that it is not suitable.
- ZEIS will not undertake the repair or maintenance of items subject to thorough examination.
- ZEIS will not undertake the preparation, re-instatement, operation, interim inspection or specialised testing of items subject to thorough examination.
- ZEIS will not co-ordinate the provision of services from third parties even if those services are necessary in order to undertake the thorough examinations.
- ZEIS will not undertake a detailed assessment of any item's design with reference to codes, standards or directives, or of its suitability for intended use in the particular environment or of its remnant life.
- The examination will be focussed on structural components associated with pressure containment. As such the examination of electrical systems will be limited to functional tests of devices and controls and reporting of patently dangerous wiring defects.
- Where a system contains parts subject to pressure and within the scope of SI445 and other parts which are under atmospheric pressure or outside the scope of SI445 (e.g. less than 0.5 bar pressure), then the examination will be limited to those parts within the scope of SI445 unless agreed otherwise.

## Additional specialist services

- We will oversee and certify any repairs or modifications that you need to make to the pressure system to aid compliance with regulation SI445.
- Specialist services can be provided as part of the inspection services contract. For pressure systems this might include:
  - Overseeing and certifying repairs and modifications.
  - Assessment of specialist NDT services or Remote Visual Inspection services.

## General work equipment

The principal purpose of this inspection is to detect and report deterioration that affects the safety of persons. Types of deterioration include corrosion, erosion, wear, cracking, vibration loosening of fasteners, overheating/ burning, impact damage, subsidence, contamination ingress, leaking, vermin attack, etc.

For the avoidance of doubt, the following is excluded from the scope of examination:

- Repair and/or maintenance of any Plant specified in the Schedule.
- Preparation, reinstatement, operation or interim inspection.
- Detailed assessment of the design of Plant with reference to codes, directives, standards; or the suitability of Plant for intended purpose or its remnant life.
- Examination of equipment under the Regulations will be focussed on the mechanical structure. As such, the examination of electrical systems will be limited to functional tests of devices and controls and reporting of patently dangerous wiring defects.

## Other equipment (e.g. non-work equipment)

### Various regulations selected to represent best practice

We will apply reasonable endeavours to inspect the Plant as though it is work equipment and in accordance with Section 30b of S.I. No. 299 unless you expressly instruct us to the contrary.

For the avoidance of doubt, the following is excluded:

- Repair and/or maintenance of any Plant specified in the Schedule.
- Preparation, reinstatement, operation or interim inspection.
- Detailed assessment of the design of Plant with reference to codes, directives, standards; or the suitability of Plant for intended purpose or its remnant life.

# ZEIS safety rules for field staff working on clients' premises

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## Annex 2 to Standard Inspection Contract

### Foreword

Zurich Engineering Inspection Services Ireland Limited (ZEIS) is committed to best international standards and practices of health, safety and environmental matters. The company operates safe systems of work to ensure, so far as is reasonably practical, that its field staff and all other persons who could be affected, are not exposed to hazards which could result in harm or injury. It is the company's policy to promote a positive attitude from staff towards all matters relating to health, safety and the environment.

### Purpose of these safety rules

These basic rules are intended to inform clients of the arrangements in place to enable ZEIS field staff to meet their statutory duties for health and safety then carrying out contractual activities on clients' sites. Successful application of these rules ensures safe examinations take place with minimum disruption to the clients' operations. Clients' co-operation with these safety rules is essential, particularly regarding planning, provision of information and adequate preparation of plant for examination.

Field staff will observe the following basic rules as well as the more specific health and safety policies in ZEIS' Health and Safety Statement.

### Health and safety policy

ZEIS' safety policy, together with the organisation and arrangements for implementing this policy are fully detailed in ZEIS' Health and Safety Statement.

### Drug and alcohol abuse

The use of illegal drugs, or misuse of legal drugs including alcohol and other substances, presents serious risk in the workplace, especially where staff are engaged on the safety-critical work of Engineers.

Field staff should decline to work with local staff where there is reasonable cause to doubt the individual's ability; such concerns must immediately be brought to the attention of a responsible officer of the client.

### Initial contact and departure from premises

Prior to starting work, field staff must always report on arrival to a person in authority. Normal reception facilities will be used to ensure compliance with existing security procedures, e.g. site passes. It is at this stage that specific site-safety requirements, including permit to work systems, personal protective equipment and other necessary safety precautions are established between clients' representatives and ZEIS field staff. Where any doubt exists concerning the adequacy of safety precautions, the field staff should contact their manager for further advice. On completion of their work, the field staff should report back to the person in authority before leaving the premises.

### Permits to work

Field staff should adhere to clients' permit to work systems, subject to the provision of adequate guidance and instruction on their operation.

Conditions and precautions laid down in the permit to work document will be complied with and on completion of the examination activity the work permit will be returned to the authorised person duly completed and signed by the field staff.

## Personal protective equipment

Field staff should always use the appropriate personal protective equipment (PPE) for the particular conditions applying at each site.

The following standard PPE is provided by ZEIS and is available for use wherever required. PPE regulations and/or standards apply, to some items and the PPE supplied is tested to ensure it meets the requirements of those regulations/standards:

- Head protection (safety helmet)
- Body protection (protective overalls)
- Eye protection (safety goggles and, where spectacles are worn, prescription safety spectacles)
- Foot protection (safety footwear)
- Ear protection (ear plugs or muffs)
- Lung protection (respiratory protective equipment – specific filters are provided for use with asbestos and aerosols used for non-destructive testing)
- Working at height protection (safety harness)
- Hand protection (gloves)
- Traffic protection (fluorescent high visibility waistcoats)

If other specialist PPE is required, it should be provided by the client, together with instructions and any necessary training for use. Where the need for this protection is identified but not made available by the client, work should not proceed until adequate protection has been obtained. The Engineer will contact their Manager in such cases.

## Working alone

The client should provide a responsible person to accompany the ZEIS field staff wherever possible. Where it is necessary for the field staff to work alone, they should firstly establish with the person in authority whether any potentially hazardous conditions have been identified, and what precautions will be required in work areas. Field staff should not proceed where an unsafe situation exists, or could arise, because of lack of co-operation or lack of familiarity with the premises/equipment, until the problem has been discussed with their manager and the danger element removed.

## Entry into confined spaces, e.g. pits, tanks and vessels

Before entry into any confined space, field staff should carry out a risk assessment (in accordance with the ZEIS Health and Safety Statement). If the assessment identifies risks of serious injury from working in the confined space, then the Confined Spaces Regulations (CSR) apply and an appropriate safe system of work should be applied including any reasonable measures specified by the client.

## Substances hazardous to health

Substances already on client's premises:

The Safety, Health and Welfare At Work (Chemical Agents) Regulations, 2001 S.I. No. 619/2001, together with specific regulations for asbestos and lead, require that the client assess the risks to field staff from exposure to hazardous substances at work, and the precautions needed. In particular, the client must warn the field staff if they are liable to be exposed to any substances for which there is a prescribed 'maximum exposure limit' and 'occupational exposure standard.' Any control measures, equipment and facilities (including personal protective equipment) provided to control the risks shall be properly maintained, tested and examined with suitable records and results made available for examination.

Field staff will comply with clients' precautions, including permits to work and the use of any protective equipment considered appropriate for the duty.

In cases where field staff consider the precautions or equipment insufficient for their purposes and the problem cannot be resolved on site, they must contact their manager for further advice. See also paragraph – Personal Protective Equipment.

## Substances taken onto the premises by field staff

ZEIS have assessed the risks to field staff from hazardous substances used for inspection work, which are predominantly risks associated with substances used to perform non-destructive testing (NDT). Material safety data sheets, together with a documented safe system of work for the substances, are available on demand. Field staff will comply with these safe systems of work, including the use of any identified safety equipment, and also adhere to clients' waste disposal procedures where applicable.

## Working above ground (at height)

Where it is necessary for the client to provide ladders, these should be of adequate length and sound construction and the client will have to provide 'footing facilities.' If the ladder has to be used as a working place for inspection purposes, the top of the ladder should be secured (note Engineers have ladder ties available that are suitable for this purpose). Ladders must never be placed against moveable items. Where it is necessary for the Engineers to use a power-operated mobile elevated work platform (MEWP) to gain access to plant requiring examination, the client must provide the MEWP and an authorised and suitably trained operator.

Operation of power operated MEWPs by Engineers will be confined to hoisting and slewing motions only, and will not be undertaken unless authorisation and instruction in the operation of the platform have been obtained from the client.

Engineers will use a safety harness for carrying out inspections involving climbing to significant heights where no permanent guards or rails are fixed, e.g. tower cranes, radio masts and other high structures.

Where Engineers are required to access machinery or plant in the vicinity of an overhead travelling crane, suitable measures shall be taken to ensure that any crane activity does not give rise to danger.

## **Machinery and guarding**

The operation of powered machinery will only be carried out by the Engineer if competent to do so and only to the extent necessary to facilitate a thorough examination. This operation will only be undertaken with the prior knowledge and consent of the client. At no time will any machinery be operated without a person situated at the proper control station.

The law permits the removal of guards or fences when it is necessary to carry out an examination of the machine. Where such removal is necessary, the Engineer will request the client to remove the guard or fence with the machine stopped.

All machinery examined by the Engineer must be provided with adequate facilities for electrical isolation.

Engineers are provided with a 'lock-off' device and will present a pro-forma for client authorisation before using the device.

Engineers will comply with clients' safe systems of work and take precautions to protect clients' employees and other members of the public during lift inspections. In particular, lift warning notices will be displayed at all landings to indicate that the lift is not available for use and Engineers will utilise suitable barriers provided by clients when it is necessary for landing doors to remain open during examinations.

## **Electrical hazards**

Engineers will comply with Part 3 (Electricity) of S.I. No. 299 of 2007 - Safety, Health and Welfare at Work (General Applications) Regulations 2007.

During all inspection activities, Engineers will identify components that are likely to be electrically live, and assess the risks associated with working on plant that is electrically energised. Manual working in direct contact with live electrical conductors is not considered necessary for Engineers and is prohibited.

In circumstances where working adjacent to electrical conductors is necessary, Engineers will assess whether isolation is necessary for the safety of themselves and others.

Where it is judged that isolation is not necessary, the Engineer will adopt the working clearances specified in the current edition of the National Rules for Electrical Installations. Electrical testing on live circuits will only be carried out using appropriate instruments.

Where it is judged that isolation is necessary, the isolation must be secure. Isolation will only be carried out with the consent of the client and must subsequently be proved effective. Should it be necessary to make contact with the electrical conductors for any reason, the conductor must be tested by an effective live line tester.

Engineers will use, wherever possible, an ISO lock-off device with the clients' documented approval and a suitable notice posted on the switch gear. Where it is not possible to apply the ISO lock-off device, then isolation can be achieved by the removal of fuse or links subject to proper control procedures. Such control procedures should include the fuses being held in safe keeping, switch/fuse secured and a notice posted. Engineers will advise an authorised person in writing.

In conjunction with the client where appropriate, the Engineer will on completion of the inspection activity: check that all tools and instruments are moved; replace all covers, remove all notices; sign off any permits to work; re-energise the circuit; generally return to normal service wherever possible.

## **Testing**

Engineers will comply with the clients' safe system of work for proof load testing of lifting machines and over-pressure testing of pressure systems. In both instances, the Engineer will take all reasonable precautions to ensure that his own safety and the safety of others are not endangered by his actions or instructions.

In cases where an Engineer is requested to witness a proof load test of a lifting machine and it is considered that the conditions for the test are unsatisfactory or potentially dangerous, he will bring this to the attention of the client and consult with their Manager before proceeding with the test.

The clients' safe systems of work for the over-pressure testing of pressure systems should evidence cognisance of relevant Health and Safety Authority and trade association guidance.

## **Fire precautions and emergency evacuation**

Field staff will comply with the clients' clearly communicated procedures on fire precaution, fire-fighting and emergency evacuation.

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