

Red-Amber-Green Procedures for timber sales contracts

Application

1. This is version 0.1 of these procedures and where they are referenced in version 0.1 of the terms and conditions of Forestry England's sales contracts for 'Forest Products' and for 'Standing Trees and Other Products to be Harvested', these procedures are incorporated into those terms and conditions.
2. These procedures apply to contracts for the sale of all forestry Products whether they are standing trees, roundwood or other Products (such as biomass, fibre or residues).
3. Nothing in these procedures can or is intended to change or affect the provisions in the sales Contracts. These procedures set out, for the avoidance of doubt, how certain Contract provisions are to be implemented.
4. "You" (and other terms used in this document) are as defined herein or in the Contract.
5. The standard terms and conditions for timber sales contracts along with these procedures and other incorporated documents and information are held on Forestry England's Contract Documents Webpage at <https://www.forestryengland.uk/timber/contract-documents>

Contractual requirements

6. You have agreed that Forestry England may apply the Red-Amber-Green (RAG) Procedures to temporarily pause all or part of Your work where a risk to safety or to the environment is observed or identified, until those risks are properly controlled or removed by You at Your cost.
7. Forestry England's Contract is with You and You are responsible for the actions, omissions and behaviours of those who carry out any aspect of Your work under the Contract, including but not limited to Your employees, contactors, subcontractors and hauliers, and the employees of any of them.
8. The RAG procedures apply to all Your activities on Forestry England Land including the actions or omissions of Your Forestry Works Manager (FWM) who is responsible (under FISA's Guidance for Managing Health & Safety in Forestry) for planning, commissioning and carrying out Your work whilst protecting people and the environment from the risks that may arise from Your work.
9. Where a temporary pause is applied to the Contract under these Procedures, Forestry England may reasonably apply that pause and the required remedy to some or all of Your other timber sales contracts to assure compliance across Your work on Forestry England Land.
10. In these procedures, 'observed' or 'observe' means the direct observation of unsafe acts and omissions or unsafe conditions by Forestry England member of staff, or the observation of evidence of an issue (for example stump condition, leaked fluids.)

Purpose of RAG

11. The RAG procedures have two aims;
 - To provide a consistent method for Forestry England to immediately challenge and pause the work or conduct of a contract whenever health and safety or environmental concerns are observed.
 - To facilitate improvements in practice, knowledge and risk management for all involved through the discussion and resolution of the issues raised.
12. Your performance under these RAG procedures will not be used by Forestry England as a criterion to 'approve', select or otherwise rank You against other businesses, companies or persons.
13. The RAG Procedures recognise three particular conditions
 - GREEN. A Green condition exists (and may be recorded as such in Forestry England's site diary) where no concerns are observed over health and safety or environmental protection aspects of Your work. A Green condition means only that nothing of concern was observed by Forestry England at the time. A Green condition is not an approval or endorsement of Your work.
 - AMBER. An Amber condition exists (and will be recorded as such in Forestry England's Accident and Incident Reporting System) when actions, behaviours, omissions or conditions are observed which could easily lead to incidents or injury, harm or damage if they are not stopped or corrected.
 - RED. A red condition exists (and will be recorded as such in Forestry England's Accident and Incident Reporting System) when actions, behaviours, omissions or conditions are observed that are putting any person at immediate risk of serious injury or death or are causing harm to the environment.

RAG challenge by Forestry England staff

14. Forestry England's Contract Manager, or their delegate, will undertake informal and formal observations of Your work during their own day-to-day activities and will maintain a record of this in a site diary. Every member of Forestry England's staff is authorised to intervene immediately in any situation where they have a concern for the health and safety of people or the protection of the environment. You may therefore receive a RAG challenge from any person who identifies themselves as Forestry England staff.
15. A RAG challenge by Forestry England staff will be made on the basis of a concern over something that has been observed. The challenge may not necessarily be made from a staff member with specialised knowledge or expertise about how the work should be done. For this reason, You should expect to occasionally receive some RAG challenges that may be unfounded, however they still represent an opportunity for learning and discussing safe working.
16. Forestry England will decide whether the issue is to be classed as a red condition or an Amber condition, subject to point 13 and the rules for multiple Red and Amber conditions set out in points 31 to 36. The immediate decision may later be adjusted between Red or Amber (or Green) after further discussion with the FWM, but any immediate pause applied to the work and the requirement to remedy or correct the issue will not change.
17. You must engage quickly and positively in these discussions and act to improve the safety of Your work site. Failure to act will be deemed by Forestry England to be a breach and an intent not to perform the contract as agreed, which may lead to termination in accordance with the contract.

RAG challenge to Forestry England staff

18. Where You are harvesting standing trees or other products, or when You are loading and removing Forest Products that Forestry England has harvested, Forestry England staff may not enter Your worksite (save as is provided for in the Contract) unless they also follow the risk controls in Your FWM's risk assessments. These procedures also allow You to challenge Forestry England staff who do not do so, in order to protect their safety and to ensure they are aware of the relevant risk controls on Your worksite. You may notify any such challenge You make to Forestry England's Contract Manager.

Pausing the work

19. When a RAG concern is observed, Forestry England staff will try to approach safely to discuss the issue immediately with those doing the work. The purpose of the initial intervention is to clarify the concern with the people involved and, if it is a valid concern, to prevent the unsafe activity or conditions from continuing.
20. If the work cannot be approached safely then Forestry England staff will contact the FWM or the operators by phone, or later in the day to discuss what was observed.
21. Forestry England can then require You to pause the work (or the specific aspects of the work that are affected) until an agreed remedy or correction is in place. If You can apply the required remedy or correction immediately then Forestry England staff may decide not to pause the work.
22. If a remedy or correction cannot be applied (or otherwise be proven or demonstrated) immediately, then the affected work will remain paused until Forestry England sees evidence that You have applied a remedy or correction. Failure to pause Your work as directed will be a breach of the contract.
23. Forestry England will notify Your FWM of the issue and the pause as soon as possible and confirm this in writing later if necessary. Your FWM must propose and implement a remedy or correction to Your work to prevent the issue recurring and Your FWM must evidence in writing to Forestry England that it has been done.
24. Forestry England alone will decide when a pause may be lifted, but this will be as soon as practicable, not unreasonably delayed and confirmed in writing. If You start work before Forestry England lifts the pause it will be a breach of the contract.

Conditional restart

25. Where You or Your FWM may need more time to propose and implement a remedy or correction You may request in writing, a '**conditional restart**'. This allows the work to continue subject to the following three conditions
 - a. Forestry England considers it reasonable and fair (subject to point 35) to allow some work to continue before the full remedy or correction is implemented.
 - b. The unsafe actions, omissions or conditions of concern must be capable of being avoided entirely (for example a particular machine, operator or a part of the site must not be used) until a full remedy or correction is implemented by Your FWM.
 - c. The full remedy or correction must be implemented by Your FWM in a reasonable timescale, not exceeding 10 working days from Forestry England's first written notification of a Red or Amber condition.
26. If points 25b. or 25c. are not met then the entire contract will be paused on the Red condition until a remedy or correction is implemented and evidenced by Your FWM.

Extending RAG to related work

27. Forestry England staff members will not supervise Your work (save as is provided for in the contract) however if there is cause to raise a Red or Amber condition due to an issue of safety or environmental protection, Forestry England shall be able to confirm other related aspects of the work at the same time. For example, where an untreated fuel spill is observed at a fuelling site, it is then reasonable cause to also check the machine and site spill kits, and that emergency plans are in place in accordance with FISA Guidance.
28. Further Amber and Red conditions may be applied immediately to any further issues so identified. Multiple Amber and Red conditions will be managed as described in these procedures.

Extending RAG across contracts

29. Forestry England may occasionally raise a Red or Amber condition in circumstances that suggest that the same issue could be repeated on other worksites; for example, where the issue appears to have arisen from an apparent planning, communication or documentation error.
30. In these circumstances, Forestry England will be entitled to require You to show that the same issue is not repeated in some or all of Your other live timber sales contracts with Forestry England. This extended assurance will be required as part of the full remedy or correction of the original observed issue (including any conditional restart condition) before any pause is lifted by Forestry England.
31. Where the circumstances are deemed very serious Forestry England may extend the temporary pause under these RAG procedures to some or all of Your other live timber sales contracts in accordance with the contract, until it is evidenced by Your FWM that the same issue does not exist or has been remedied or corrected across them all. This extension of a RAG pause will not be used unreasonably.

Multiple Red or Amber conditions

32. Amber and Red conditions will not be collated or added across different contracts. For Long-Term Contracts Amber or Red conditions will be counted in each separate year or Period of the contract.
33. Every third Amber condition on an individual contract (or Period) will be counted as a Red condition.
34. A repeated Amber condition (i.e. a recurrence of an unsafe action, omission or condition that has already attracted an Amber condition) on an individual contract (or Period) will always be counted as a Red condition.
35. A conditional restart following a pause in the work arising from multiple or repeated issues will not normally be considered by Forestry England. Also, for a relevant cross-contract issue, and if it is reasonable to do so, the pause may also be applied to some or all of your other timber sales contracts.
36. The third (and any subsequent) Red condition on an individual contract will result in all the work on that contract pausing until Forestry England decides, at a meeting with You, whether or not to move immediately to terminate the contract.

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