

## PERSONAL PROTECTIVE EQUIPMENT POLICY

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## **Clause 1: Purpose and Scope**

1.1 This Personal Protective Equipment (PPE) Policy (“the Policy”) establishes the Company’s responsibilities and procedures to ensure the safe provision, use, and maintenance of PPE for all personnel including employees, contractors, agency workers, and visitors at Urathon Ltd (“the Company”).

1.2 The Policy sets out compliance requirements under applicable UK legislation, industry-specific practices, and health and safety guidance relating to PPE in industrial, clinical, and specialist manufacturing settings, including but not limited to the production of Continuous Glucose Monitoring (CGM) devices and wheelchairs.

1.3 This Policy applies to all company-controlled worksites, production areas, research facilities, and any location where work activities may present a foreseeable risk to health or safety requiring PPE.

## **Clause 2: Legal Basis and Compliance**

2.1 The Company ensures compliance with the following legal instruments:

- The Personal Protective Equipment at Work Regulations 1992 (as amended by the 2022 Regulations).
- Regulation (EU) 2016/425, retained under UK law post-Brexit.
- The Health and Safety at Work etc. Act 1974.
- The Management of Health and Safety at Work Regulations 1999.
- Applicable British and harmonised EN standards.

2.2 PPE issued by the Company shall conform to UKCA or CE marking requirements and meet relevant product-specific safety standards including BS EN ISO series standards where applicable.

2.3 The Company is subject to inspection and enforcement by the Health and Safety Executive (HSE) and must cooperate with any authorised investigation into PPE use, provision, or failures.

2.4 Non-compliance with PPE directives, including refusal to wear or misuse of issued PPE, may result in formal disciplinary action under the Company’s Health and Safety and Disciplinary Policies.

### **Clause 3: Hazard Assessment**

3.1 Prior to the selection or use of PPE, a thorough and documented risk assessment shall be carried out by a competent person under Regulation 3 of the Management of Health and Safety at Work Regulations 1999.

3.2 Hazard assessments shall identify all foreseeable risks including chemical exposure, biological agents, physical trauma, airborne particulates, noise, radiation, mechanical impacts, ergonomic strain, and environmental hazards.

3.3 PPE shall only be used as a last resort where risks cannot be eliminated or adequately controlled through engineering solutions, substitution, or administrative controls in accordance with the hierarchy of control.

### **Clause 4: PPE Selection and Appropriateness**

4.1 PPE selected must be suitable for the identified hazards, the specific tasks to be performed, and any individual user needs such as size, gender, or health condition.

4.2 Selection processes shall take into account:

- Ergonomic design.
- Compatibility with other required protective equipment.
- Manufacturer specifications and durability.
- Comfort to promote continued wear.

4.3 Where PPE use affects operational performance or is likely to cause discomfort, employees must be consulted and their feedback incorporated, as required by Regulation 6(3) of the 1992 PPE Regulations.

4.4 PPE specifications shall be reviewed and revised regularly as part of the hazard assessment process or when new risks emerge, or technologies improve.

## **Clause 5: Standards and Regulation Compliance**

5.1 PPE provided must carry a UKCA mark or, where transitional arrangements apply, a CE mark, indicating conformity with applicable technical standards.

5.2 For high-risk PPE items (e.g., respiratory protection, fall arrest systems), third-party conformity assessment by an approved body is mandatory as defined under Category III of PPE classification.

5.3 All suppliers must be accredited and required to provide declarations of conformity, certification records, and evidence of testing against relevant product norms.

## **Clause 6: Employee Training**

6.1 All personnel shall receive induction and task-specific training on:

- Proper donning, use, and doffing of PPE.
- Functional limitations.
- Storage, cleaning, and routine maintenance.
- Reporting of defects and wear.

6.2 Refresher training shall be provided annually and/or following any changes in task design, PPE models, or hazard profiles.

6.3 Written confirmation of training completion must be retained in individual health and safety training records in accordance with the Company's record-keeping policies.

## **Clause 7: Implementation and Supervision**

7.1 Managers and supervisors are responsible for ensuring that:

- PPE is worn consistently in designated zones.
- Non-compliance is addressed promptly.
- Suitable PPE is available and distributed.

7.2 Continuous monitoring must be conducted to ensure PPE compliance and correct use, including periodic spot checks and post-incident reviews.

7.3 Any non-standard PPE use (e.g., experimental equipment or third-party items) must be risk-assessed and authorised in writing by senior management.

## **Clause 8: Documentation and Records**

8.1 The Company shall maintain comprehensive and up-to-date records including:

- PPE issue logs by employee and type.
- Maintenance and inspection schedules.
- Training records and incident reports.

8.2 All personal data related to PPE training and issue will be retained in accordance with the Data Protection Act 2018 and Article 5 of the UK GDPR.

## **Clause 9: Routine Inspections**

9.1 PPE must undergo routine inspection by trained personnel in line with manufacturer recommendations and frequency of use.

9.2 PPE that is defective, expired, or compromised must be:

- Immediately withdrawn from use.
- Logged and tagged as "Out of Service".
- Reported to the Health and Safety Officer or line manager.

## **Clause 10: Maintenance and Replacement**

10.1 PPE shall be kept clean, functional, and in a hygienic condition to prevent secondary risks such as infection or allergic reaction.

10.2 Employees must report damage, degradation, or performance issues immediately and shall not be penalised for reporting defects.

10.3 The Company is financially responsible for the replacement of all standard issue PPE at no cost to the employee, consistent with Regulation 7 of the 1992 PPE Regulations.

## Clause 11: Regular Review and Enforcement

11.1 This Policy shall be reviewed:

- Annually.
- Following serious incidents.
- In response to legislative or regulatory changes.
- Upon introduction of new processes or PPE types.

11.2 Enforcement of PPE compliance is the responsibility of the designated Health and Safety Officer and site supervisors.

11.3 Willful or repeated breaches of PPE obligations may result in disciplinary action, up to and including dismissal, in line with the Company's internal disciplinary procedures.

## Clause 12: CGM Manufacturers – Key Considerations

12.1 **Chemical Exposure:** Use of appropriate PPE (e.g., nitrile gloves, chemical-resistant goggles, lab coats) is required when handling reagents or solvents in cleanrooms or laboratories.

12.2 **Biological Risk:** Personnel involved in R&D or clinical work with biological samples must wear fluid-resistant PPE and comply with Control of Substances Hazardous to Health (COSHH) Regulations 2002.

12.3 **Noise Control:** Hearing protection must be worn in testing labs exceeding 80 dB(A) in accordance with the Control of Noise at Work Regulations 2005.

12.4 **Allergen Prevention:** Latex-free gloves and hypoallergenic PPE must be available for staff with sensitivity or documented allergies.

12.5 **Ergonomics:** Where tasks require precision work or repetitive motion, PPE shall include supportive or low-restriction features (e.g., breathable fabrics, wrist supports).

12.6 **Sterility:** PPE for sterile areas must be monitored and documented under aseptic protocols, with controlled donning procedures and supervisor oversight.

### **Clause 13: Wheelchair Manufacturers – Key Considerations**

**13.1 Legal Basis:** PPE protocols in manufacturing align with the Provision and Use of Work Equipment Regulations 1998 (PUWER), ensuring safe interaction with machinery and tooling.

**13.2 Operational Scope:** Employees engaged in welding, assembly, or powder-coating must wear specific PPE such as welding helmets, FFP3 masks, or fire-retardant clothing.

**13.3 Employer Duty:** The Company shall assess, procure, and provide specialised PPE for cutting, grinding, lifting, or painting operations based on HSE guidance.

**13.4 Employee Duty:** All workers are legally obliged to use PPE as instructed, report faults, and attend mandatory training, consistent with Section 7 of the Health and Safety at Work etc. Act 1974.

**13.5 Specialised PPE:** The following must be readily available and maintained: anti-vibration gloves, impact-resistant safety boots, welding shields, respiratory protective equipment (RPE), and chemical splash goggles