

Contractor Safety Acknowledgement

I am an authorised representative of the Contractor and confirm that the submitted information represents a true and accurate statement of position of the Contractor (to Clutha District Council) named in this Application. By signing and submitting this *Questionnaire and Application Form* I accept, on behalf of the Contractor, the following Terms and Conditions:

1. The Contractor (PCBU) in supplying the Services to the Clutha District Council (CDC) shall comply in all respects with New Zealand law governing Health and Safety (Health and Safety Legislation) including but not limited to:
 - a) the Health and Safety at Work Act 2015 (HSWA) and any amendment or replacement legislation;
 - b) all regulations made under the HSWA 2015; and
 - c) all relevant codes of practice.

2. The Contractor (PCBU) acknowledges that it has the primary responsibility for the identification of hazards relating to the areas in which the Services are undertaken and the Services affect. The Contractor will provide a comprehensive hazard analysis to all subcontractors and other persons who intend to carry out any work on any of the areas in which the Services are undertaken.

3. The Contractor (PCBU) shall notify the CDC verbally and then in writing of any serious near miss, notifiable event, injury incident or accident without delay (i.e. immediately), and give the CDC a copy of any investigation report. In addition The contractor will provide CDC with a full copy of any report which the Contractor is required to make to a regulatory authority on any event which is associated with the carrying out of the Services, and results in, or could have resulted in, serious injury to any person. (For clarity, "Serious Injury" includes Notifiable events/illnesses or injuries and any other event requiring external medical treatment for any person.)

4. The Contractor (PCBU) acknowledges that in addition to its own employees, subcontractors, agents and advisors, as between the Contractor and the CDC, the Contractor has the primary responsibility for the health and safety of all persons in and about the areas in which the Services are undertaken. The Contractor will, as is reasonably practicable, perform and fulfil all obligations as required by Health and Safety Legislation and take all reasonably practicable steps to ensure no harm is caused to any person as a result of activities being undertaken.

5. The Contractor (PCBU) shall at its own cost:
 - a) maintain a register of accidents and incidents;
 - b) ensure it has a robust health and safety management system in place;
 - c) report and investigate all accidents and identify their root cause; and
 - d) ensure that all persons under the Contractor's control are appropriately trained and supervised.

6. The CDC shall notify the Contractor of any significant safety hazards associated with the Services or the areas in which the Services are undertaken, or special safety measures required, of which the CDC or the CDC's Representative are aware, and with which an experienced Contractor may not reasonably be expected to be familiar.
7. The Contractor acknowledges that, as between the Contractor and the CDC, as the occupier and person in possession and control of the areas in which the Services are undertaken, has the primary responsibility in the shared duty of care to meet the duties outlined under Section 36 of the HSWA 2015.
8. The Contractor shall immediately inform the CDC of any improvement or prohibition notices, pending investigations or possible enforcement action or prosecution under Health and Safety Legislation related to the provision of the Services and any work being undertaken for or on behalf of the CDC under this Contract.
9. The Contractor shall at its own cost:
 - a) report to the CDC promptly in respect of each accident that occurs; and
 - b) notify the CDC promptly of any hazard which it may become aware of.
10. The CDC is not required to make any payment to the Contractor in respect of any period for which the Service is suspended as detailed above. Any such period of suspension of Services is deemed, unless otherwise agreed by the CDC, to constitute a failure to provide Services arising from an inability of the Contractor to perform the Services.
11. Where any work as part of the Services is undertaken at a CDC run facility the Principal will advise the Contractor of the emergency procedures, location of emergency equipment, location and use of safety equipment, basic safety rules, hazards and risk controls, go and no-go areas and access and authorisation requirements relevant to the Service being performed.
12. The CDC may itself or through an agent audit the Contractor's compliance with its health and safety procedures and obligations under the HSWA and this Contract.
13. Should the Contractor be in breach of its health and safety obligations the CDC may direct the Contractor to suspend the Contractor's performance of all or part of the Services until such time as the Contractor satisfies the CDC that it is able and will comply with such obligations.
14. The Contractor will co-operate with the CDC in any audit undertaken by the CDC or its agents relating to the provision of the Services in relation to health and safety or otherwise. The Contractor will allow the CDC or its agent's access to all aspects of the Services to carry out such audits.
15. The Contractor shall provide written advice to the CDC of the outcome of all investigations, formal proceedings of any nature or prosecutions promptly after completion of the investigation, proceeding or prosecution.

16. The Contractor must carry with it appropriate emergency equipment and all safety equipment required to safely undertake tasks required. Minimum safety equipment includes a fully stocked workplace or industrial first aid kit and a small fire extinguisher.
17. Personal Protective Equipment (PPE) requirements must be clearly identified by the Contractor, provided for all its employees and any person entering the worksite must wear appropriate PPE.
18. If the CDC gives the Contractor notice that, in the opinion of the CDC, the Contractor is:
 - a. not performing its health and safety obligations under the Contract in compliance with the Health and Safety Plan or the Contractor's health and safety obligations under this Contract; or
 - b. performing its health and safety obligations under this Contract in such a way as to endanger the health and/or safety of the Contractor's employees or any other person, the Contractor shall:
 - a. rectify the Contractor's failure to comply with such obligations; and/or
 - b. ensure that it thereafter performs all such obligations.
19. In the event of the Contractor causing a disruption on electrical supply, telecommunications supply, gas supply, water supply or triggering a fire alarm, not previously agreed with the CDC, the Contractor will reimburse the CDC for any direct cost which the CDC incurs because of this event. In particular the Contractor will reimburse the Principal any fines or expenses from the Fire and Emergency New Zealand (FENZ) related to any fire alarm caused by the Contractor or the Contractors' activities.
20. The Contractor is responsible for notifying Worksafe NZ if notifiable work is to be carried out while working for the CDC. Notifications must be provided to the CDC on request.