

Enterprise Homes' Contractor Health and Safety Agreement

Purpose

The purpose of this agreement is to clearly communicate what commitments we expect of our contractors, as well as our commitments to them in relation to health and safety practices, to

- Clarify responsibilities in relation to overlapping duties (agreeing who will do what)
- Ensure contractors are aware of the expectations against which Enterprise Homes will measure them.

Our Vision

“The whole Enterprise family is actively engaged in looking out for each other. Everyone is effectively and consistently protected from risks to their health and safety that may arise from our business operations, so we all go home safe and well, every day.”

Our Commitment to Our Contractors

We care about the people who work for us, and are committed to keeping the Enterprise family safe, healthy and productive.

Actions

So far as reasonably practicable, Enterprise Homes will:

- Ensure we meet our duties under the Health and Safety at Work Act 2015 and applicable regulations
- Pro-actively engage with our contractors on health and safety matters
- Work collaboratively with contractors to manage health and safety effectively on our sites and continuously improve our practices
- Demonstrate leadership and foster a positive health and safety culture
- Set clear expectations for our contractors, monitor their performance against those expectations, and provide constructive feedback

Provisions

Enterprise Homes will provide:

- Facilities for the welfare of workers, within a safe and reasonable distance of each worksite, including:
 - a. Temporary toilet
 - b. Hand sanitisation facilities
 - c. Running water
- Information and equipment to facilitate the protection of people, including:
 - a. Waste skips
 - b. Temporary fencing to the perimeter of the site
 - c. Temporary supply of electricity
 - d. Scaffold and/or edge protection
 - e. Safety nets for fall through protection
 - f. Emergency provisions, e.g. fire extinguisher, basic first aid kit
 - g. Health and safety information relevant to the project, e.g. warning signage, relevant plans, reports, specifications or instructions, and a selection of toolbox talks and guidelines for reference
 - h. Health and safety tools and procedures, e.g. site emergency procedures, risk management tools, means of documenting communications, means of reporting incidents etc.

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Our Contractors Commitments

1. Parties

1.1. This agreement is between:

Enterprise Homes Limited (Enterprise Homes)

and

_____ (the Contractor)

2. Application

2.1. This agreement applies to all work that the Contractor is engaged to carry out for Enterprise Homes.

3. Legal Duties

3.1. The Contractor agrees to know, understand, and meet the legal duties that apply specifically to their business operations

4. Risk Management

4.1. The Contractor agrees to, so far as reasonably practicable:

- 4.1.1. Identify potential hazards arising from their work, and assess the risk each hazard poses
- 4.1.2. Eliminate or minimise those risks
- 4.1.3. Implement effective control measures to address the risk
- 4.1.4. Maintain, monitor, review control measures to ensure they are effective

5. Training, Instruction, Supervision and Competency

5.1. The Contractor agrees to, so far as reasonably practicable:

- 5.1.1. Provide workers with adequate information, and training to safely carry out their work
- 5.1.2. Verify that workers are competent to carry out their work, and remain so

6. Worker Engagement, Participation and Representation

6.1. The Contractor agrees to, so far as reasonably practicable:

- 6.1.1. Engage with workers on issues which are likely to affect health and safety, i.e. share information, provide reasonable opportunities for workers to express views and raise concerns and contribute to the decision-making process, consider workers' views, and advise workers of outcomes in a timely manner
- 6.1.2. Provide reasonable opportunities for workers to participate in health and safety on an ongoing basis
- 6.1.3. Ensure that health and safety representatives (HSRs) are elected in the circumstances and manner prescribed, and that all requirements of having an HSR are met as per the regulations

7. Workplace, Facilities, Structures, Plant and Safe Systems of Work

7.1. The Contractor agrees to, so far as reasonably practicable:

- 7.1.1. Provide clean, healthy, safe, accessible and well-maintained workplaces and facilities
- 7.1.2. Provide safe structures, plant and equipment for work
- 7.1.3. Ensure the safe use, handling and storage of plant, structures and substances
- 7.1.4. Provide and maintain safe systems of work
- 7.1.5. Ensure that relevant approved codes of practice are known and followed, and that good practice guidelines

8. Hazardous Substances

8.1. The Contractor agrees to, so far as reasonably practicable:

- 8.1.1. Ensure risks associated with hazardous substances (including waste) are managed in accordance with the regulations, including the following:
 - 8.1.1.1. Keep an inventory of hazardous substances, that includes the prescribed information
 - 8.1.1.2. Keep current, NZ safety data sheets for all hazardous products
 - 8.1.1.3. Provide information, instruction, supervision and training in relation to hazardous substances
 - 8.1.1.4. Ensure correct labelling of hazardous substances
 - 8.1.1.5. Ensure required signage is in place
 - 8.1.1.6. Ensure correct and safe storage of hazardous substances
 - 8.1.1.7. Manage risks associated with hazardous substances in the manner prescribed in regulations

9. Personal Protective Equipment (PPE)

9.1. The Contractor agrees to:

- 9.1.1. Provide workers with personal protective equipment (PPE) that is suitable, correctly fitted, comfortable and compatible with other PPE
- 9.1.2. Ensure that workers use PPE as required
- 9.1.3. Maintain, repair and replace PPE as required and ensure it remains clean, hygienic and in good condition
- 9.1.4. Provide workers with training on how to select, use, maintain and clean their PPE

10. Health and Exposure Monitoring

10.1. The Contractor agrees to:

- 10.1.1. Conduct individual health monitoring as required by regulations
- 10.1.2. Conduct exposure monitoring (of workplace conditions) as required by regulations
- 10.1.3. Ensure monitoring is determined and carried out by a competent person, and in accordance with regulations
- 10.1.4. Ensure monitoring reports/records are managed and retained (for 30+ years) in accordance with regulations

11. Emergency Preparedness

11.1. The Contractor agrees to:

- 11.1.1. Prepare and maintain emergency plans for foreseeable emergencies related to the Contractor's work
- 11.1.2. Train workers in the emergency procedures, and practice procedures at appropriate intervals
- 11.1.3. Have an adequate number of currently trained first aiders readily available (Enterprise Homes expects a minimum of one (1) currently trained first-aider to be on each site during work that Enterprise Homes deems to pose a risk of injury)
- 11.1.4. Provide and maintain adequate first aid supplies and emergency response equipment
- 11.1.5. If the Contractor use our first-aid supplies or extinguisher, advise the project manager so they can be replenished

12. Incident Management

12.1. The Contractor agrees to:

- 12.1.1. Provide systems to report, record and learn from incidents
- 12.1.2. Report all incidents, including close calls and property damage only events, to Enterprise Homes by completing a report card (in the site box)
- 12.1.3. If the Contractor has a serious incident, notifiable event, or if an incident requires response actions from Enterprise Homes, contact the project manager immediately
- 12.1.4. If the Contractor are unsure if an event is notifiable, contact the project manager immediately
- 12.1.5. Assess each incident as soon as practicable, to determine if it is a “notifiable event” under the law
- 12.1.6. Where there is a notifiable event, do not disturb the scene (except where required to provide first-aid, or to protect life or property) until authorised to do so by the regulator and follow the procedure in the site folder

13. Notifications

13.1. The Contractor agrees to:

- 13.1.1. Ensure WorkSafe NZ is notified of any “particular hazardous work” as per regulations
- 13.1.2. Ensure “notifiable events” are notified to WorkSafe NZ in the prescribed manner and time frame (this can be done on the Contractor’s behalf by Enterprise Homes)

14. Overlapping Duties and Subcontracting

14.1. The Contractor agrees to:

- 14.1.1. Consult, co-operate and co-ordinate activities with other businesses to manage health and safety risks
- 14.1.2. If the Contractor subcontract any work that Enterprise Homes has contracted the Contractor to perform:
 - 14.1.2.1. Advise the project manager of subcontracted work before the subcontractor commences work
 - 14.1.2.2. Ensure that the subcontractor is aware of the expectations outline herein and knows that their performance will be measured against them
 - 14.1.2.3. Have subcontractor selection and management systems in place that include verification that the subcontractor has the appropriate health and safety measures in place
 - 14.1.2.4. Ensure the subcontractor holds the relevant insurances and has the required skills, experience, qualifications (e.g. licences, certifications, registrations etc.) to perform the work safely
 - 14.1.2.5. Monitor performance of the Contractor’s subcontractor

15. Conduct

15.1. The Contractor agrees to:

- 15.1.1. Demonstrate a positive attitude to protecting health and safety
- 15.1.2. Act in a professional manner when carrying out work for us
- 15.1.3. Treat others with respect – Offensive, harassing or abusive behaviour will not be tolerated
- 15.1.4. Be considerate of neighbours and ensure the Contractor’s work does not negatively impact them
- 15.1.5. Ensure all workers are in a fit state for work, not impaired by drugs (including prescription medications), alcohol or fatigue
- 15.1.6. Ensure workers do not smoke on site, nor in a place where workers on our site will be exposed to second-hand smoke

16. Environmental Management

16.1. The Contractor agrees to:

- 16.1.1. Ensure that environmental risks are managed in accordance with the Resource Management Act, consent conditions, local council requirements and industry good practice
- 16.1.2. Dispose of all waste responsibly; general waste can be disposed of in the skips provided but all hazardous waste must be removed by the Contractor
- 16.1.3. Prevent contaminants from entering waterways, including the storm water system
- 16.1.4. Ensure dust is suppressed or extracted and filtered as close to the source as reasonably practicable
- 16.1.5. Minimise noise levels as far as reasonably practicable

17. Requirements Related to Specific Risks

17.1. The Contractor accepts that:

- 17.1.1. If applicable to the Contractor's operations, the Contractor must ensure that "particular risks" are managed in the manner prescribed in the GRWM Regulations
- 17.1.2. Site fences/gates must be properly secured to prevent unauthorised access
- 17.1.3. Persons under 15 years of age are not permitted on site (unless for a guided tour, under direct supervision and wearing appropriate PPE) as per regulations
- 17.1.4. Electrical equipment must have a current electrical tag compliant with AS/NZS3760 and all electrical equipment must be suitable for the environment (e.g. commercially rated, weatherproof etc.)
- 17.1.5. If the Contractor is using any equipment to protect workers from a fall (e.g. scaffold, edge protection, safety nets, restraint harness etc.) a competent person must inspect the equipment to ensure it is in safe and compliant condition before using it
- 17.1.6. Ladders must comply with AS/NZS1892, and are to be used for short duration work only
- 17.1.7. Circular saws and handheld grinders must be fitted with a control switch that requires constant pressure by the operator, and any circular saw used for 'ripping' must have a correctly fitted riving knife, as per regulations
- 17.1.8. All vehicles must be driven in a safe and sensible manner within Enterprise Homes' subdivisions
- 17.1.9. Dogs brought to the workplace by the Contractor must be effectively managed by the Contractor, including ensuring:
 - 17.1.9.1. They are adequately restrained or isolated, so they do not create a trip hazard on site
 - 17.1.9.2. Any dog with a history of aggressive behaviour must be kept a safe distance from other people
 - 17.1.9.3. Dog owners must collect all dog waste and dispose of it in a sealed bag or remove it from the site
 - 17.1.9.4. Dogs must be provided with shelter, drinking water and adequate ventilation
 - 17.1.9.5. If any person asks the Contractor to remove the Contractor's dog, the Contractor must comply with their request

18. Contractor Assessment and Approval and Monitoring

18.1. The Contractor accepts that:

- 18.1.1. Enterprise Homes may implement a process that requires Contractors' health and safety capabilities to be assessed and approved to start, or continue, working for Enterprise Homes
- 18.1.2. Contractors may be reassessed regularly, and must continue to meet the requirements to remain an approved contractor
- 18.1.3. Contractor performance will be monitored by Enterprise Homes, predominantly via site inspections
- 18.1.4. If monitoring identifies any concerns related to either failure to comply with the law, or a significant risk to the health and/or safety of any person, an improvement request may be issued to the Contractor
- 18.1.5. An improvement request will specify areas of concern, suggests methods to improve, and require the Contractor to demonstrate that satisfactory improvements have been made within a specified timeframe
- 18.1.6. Failure to meet the requirements of the improvement request will result in the issue being escalated to the Enterprise Homes general manager for further action

18.1.7. The frequency of improvement requests, and responses to improvement requests, will be considered as part of regular reassessment and may affect the Contractor's ability to remain an approved contractor

19. Insurance

19.1. The Contractor agrees to:

19.1.1. Maintain adequate liability and/or indemnity insurance relevant to their business operations

19.1.2. Provide a current insurance certificates to Enterprise Homes on an annual basis upon request

20. Agreement Authorisation

20.1. The person signed below agrees that:

20.1.1. They are authorised on behalf of the Contractor, to sign this agreement

20.1.2. The Contractor accepts all the terms of this Agreement without reservation

Signed by an authorised representative:

The Contractor

Name:

Position:

Signature:

Date:

Enterprise Homes

Name: *Rob Sloan*

Position: *General Manager*

Signature:

Date:

This document summarises our general expectations. However, the overarching principle is that contractors must ensure they know, understand, and meet the legal duties that apply specifically to their business operations, and endeavour to protect the health and safety of all people who may be affected by their work.