



Contractor Minimum Health and Safety Requirements

Last review date: July 2024
Last changed date: July 2024

1 Application

- a) These requirements apply to approved Contractors and Sub-contractors alike but exclude contractors performing RDA operational roles (e.g. a contract Coach). For the purpose of these requirements “Contractor” also means “Sub-contractor” notwithstanding that from time to time separate reference is made to Sub-contractor in this document.
- b) Reference to “Contractor” includes both the Contractor organisation as well as its employees and any sub-contractor and their employees. If the Contractor is an individual “Sole Trader” then “Contractor” will be taken to mean that individual “Sole Trader”.
- c) The "Group Contract Manager" means the Group person who is responsible for managing the contract or their authorised delegate. An RDA person must be assigned to the role of Group Contract Manager to manage each Contractor.
- d) The following points cover minimum standards for a number of conditions most commonly related to contracted work for Groups. They are, however, not exhaustive and it is the responsibility of the Contractor to obtain a clear understanding of all health, safety and security arrangements for each Group. In all cases, good operating practice must be adopted.

2 General Responsibilities

- a) The Contractor will at all times comply with and ensure that its employees adhere to:
 - i) Applicable New Zealand legislation, regulations and relevant local bylaws, particularly the Health & Safety at Work Act 2015 and any applicable Amendments and Regulations where work is conducted in NZ; and
 - ii) These Contractor Minimum Health and Safety Requirements.
- b) The Contractor will, at the Group’s request, submit a work programme, specific safety plan and/or Job Safety Analysis (JSA) prior to commencing work.
- c) The Group Contract Manager, or their delegate will periodically monitor and assess the health and safety performance and compliance of the Contractor and its employees and Sub-Contractors.

3 Training and Competence of Key Personnel

a) The Contractor will ensure that its employees have received the health, safety and skills training that are relevant to the work to be undertaken. Evidence of competence achieved and/or training completed and/or training in progress may be required. Failure of individual Contractor employees to meet these requirements will result in them not being able to carry out the specific works.

b) All Contractor employees must complete the Contractor Induction Checklist before they will be authorised to commence work.

4 Sub-Contractors

a) The Contractor will ensure that any Sub-Contractors employees meet the Group's induction and competency verification requirements.

b) The Contractor will ensure that any Sub-Contractor has read, is familiar with, and has signed these "Minimum Contractor H&S Requirements" and that the Sub-Contractor complies with them.

5 Right of Entry

a) Right of entry to controlled areas (including stables and arenas) of a Group's site will be restricted to those Contractors and their employees who have successfully met the induction and competency verification requirements, and to whom access has been authorised (access may be restricted at the Group's discretion).

6 Security of Property

a) Group property is not to be removed from any site unless the Group Contract Manager has approved such removal.

b) The Contractor is responsible for the security of its own and its employee's property, and for ensuring that agreed standards of security are maintained in the course of the Contract to protect the property of a Group.

7 Emergency Evacuation

a) All Contractor employees will be inducted in and familiar with the Group Emergency Procedures.

8 Incidents and Near Misses

a) All incidents and near misses occurring on Group premises must be reported to the Group Contract Manager immediately, who will assist in completing, and retain a copy of, the necessary incident report form.

b) Serious harm incidents must be notified by the Contractor to WorkSafe and to the Group Contract Manager as soon as they are known to be Serious Harm.

9 Risks and Hazards

- a) The Group Contract Manager will make the Contractor aware of existing risks and hazards on the Group site within the area of control or operation of the Contractor.
- b) The Contractor will identify hazards it brings to a site and assess and control risks and hazards associated with the activities it undertakes as detailed in the Work Programme Specific Safety Plan or Job Safety Analysis.
- c) All newly identified risks and hazards introduced by the Contractor's activities impacting on other parties activities must be immediately reported to the Group Contract Manager.

10 Notifiable Work and Authorisations

- a) The Contractor must follow procedures for Notifiable Work in New Zealand (as defined in Regulations 2 and 26 of the NZ HSE Regulations 1995) including 24 hour notification to WorkSafe NZ.

11 Equipment and Machinery Use

- a) All necessary equipment and machinery for the purposes of the Contract will be supplied by the Contractor unless otherwise agreed between the Contractor and the Group.
- b) All equipment and machinery will be suitable for the purpose for which it is to be used and it will comply with any applicable legislation, Codes of Practice and Standards.
- c) All equipment and machinery that is to be used during the Contract will only be used by trained, competent and where required, licensed operators.
- d) Work on, or involving existing Group equipment and machinery may not commence until the Group Contract Manager has cleared commencement.
- e) Contractors are responsible for ensuring energy sources for plant and equipment they are working on has been isolated to achieve a zero energy state. If there is any doubt the Group Contract Manager must be contacted before any work commences.

12 Electrical Equipment

- a) Isolating transformers or RCD's suited to the equipment, are to be used on all portable electrical equipment.
- b) In the case of external leads no exposed conductors or taped leads, plugs and sockets are to be used. Leads are to be protected from damage.
- c) All electrical equipment must meet the NZ standards and is to be made available for inspection if requested by the Group Contract Manager.

13 Smoking

- a) Groups have a no smoking policy that defines all areas within buildings as No Smoking Areas. Smoking outside on Group sites may be permitted, in which case specific outside areas are designated for this purpose.

14 Drugs and Alcohol

- a) Drugs, except as prescribed by a registered medical practitioner, are not permitted on any Group site. Contractors are to have in place and act upon appropriate procedures to respond to any of their employees under the influence of drugs or alcohol.

15 General Health and Safety

- a) The Contractor will ensure work is carried out in a safe manner.
- b) The Contractor will be responsible for any actions or inactions by itself or its employees affecting the safety of any persons.
- c) The Contractor will ensure that its employees are aware of any permit to work requirements and permits for work will be obtained where required (e.g. for work at heights, any high hazard work, confined spaces, etc).
- d) The Contractor will ensure that its employees are in a fit state and are competent to perform the required tasks at all times.
- e) The Contractor will have primary responsibility for:
 - i) Administering first aid to its employees; and
 - ii) Providing first-aid supplies for its employees.
- f) The Contractors employees will restrict their movements to areas related to their work activity.
- g) “No Access” and “Restricted Access” areas must be observed, unless otherwise authorised by the Group Contract Manager.
- h) Oil, chemicals or any hazardous substances are not to be dumped in any storm water or effluent drainage systems. Spills of oils, chemicals or other substances must be contained as well as possible and reported immediately to the Group Contract Manager.
- i) Work areas are to be maintained in a tidy and safe condition by the Contractor.
- j) All refuse must be taken off site or placed in onsite bins/areas designated for this purpose.

16 Safety Equipment and Personal Protective Equipment

- a) The Contractor will provide first aid equipment, and where required, other safety equipment of an approved type, and will maintain this equipment in accordance with legal and industry standards.
- b) Fire extinguishers are not to be removed from their stations except in the event of an actual fire. If fire extinguishers are activated, the Group Contract Manager is to be advised immediately to ensure replacement.
- c) The Contractor will supply its employees with personal protective clothing and equipment as required by legislation, codes of practice and must comply with requirements under Section 2 (b).
- d) The personal protective clothing and other protective equipment will be maintained in good condition.

17 Scaffolding

- a) Scaffolding is to be erected and dismantled only by suitably qualified and "ticketed" persons.

18 Chemicals

- a) Any chemical brought onto a site, must be accompanied by a current Safety Data Sheet (SDS).
- b) No chemicals are to be left unattended on site without firstly notifying the Group Contract Manager.

19 Breach of Minimum Health & Safety Standards

- a) Where a breach of these standards occurs or is likely to occur, the Group Contract Manager will assess the gravity of the breach or potential breach and may suspend the Contractor's agreement or Purchase Order in such circumstances pending a final determination.
- b) If the breach or potential breach is the result of the action or inaction of the Contractor's employee(s), the Group may require the employee(s) involved to be suspended from the site, either as a final action or pending resolution of the issue. Any consequential costs incurred by this action will be met by the Contractor.

20 Auditing by the Group

- a) The Contractor agrees to accept and co-operate with any audit of the Contractor's systems and on-site performance.

21 Summary

a) Although these standards are not exhaustive they are intended to establish high standards of workplace health, safety and security as agreed ways of working with the Group. It is hoped that these standards will operate to the advantage of all concerned. If in doubt, please ask the Group Contract Manager before proceeding.

Group Contract Manager	
Group Name	
Group Contract Manager Name	
Declaration to be completed by Contractor	
<p>I acknowledge receipt of the "Contractor Minimum H&S Requirements" which I have read and fully understand. I agree to comply with these Requirements and ensure that those working for me, including sub-contractors, will also read, understand and comply with its contents.</p>	
Contracting Company	
Company Address	
Name of Company Representative	
Position title	
Signature	
Date	

Both parties to retain a copy