

Form 5

Contractor Health and Safety Agreement

(To be provided to and signed off by all contractors/sub-contractors prior to commencing a contract/job)

1. Application

These requirements apply to Contractors and Sub-contractors (workers) alike. For the purpose of these requirements Contractors also means Sub-contractor notwithstanding that from time to time separate reference is made to Sub-contractors in this document.

The following points cover minimum standards for a number of conditions most commonly related to contracted work at Craggy Range. 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. In all cases good operating procedures must be adopted.

2. General Responsibilities

The Contractor shall at all times comply with and ensure that its employees adhere to:

- Applicable New Zealand legislations, regulations, namely the Health and Safety at Work Act 2015 and any applicable amendments and Health and Safety Regulations.
- Applicable national standards and codes of practice.
- Craggy Range's Health and Safety Requirements.

The Contractor shall have submitted their health and safety management system for review by Craggy Range prior to being accepted onto the Contractor Register.

Craggy Range may with the Contractor knowledge contact referees to assess the health and safety performance of the Contractor on previous contracts.

The Contractor will submit a work specific Health and Safety plan prior to commencing work and will amend and resubmit this for the approval of Craggy Range when there is a change in planned work activity or at the request of Craggy Range. This will be done to the satisfaction of Craggy Range.

Craggy Range's designated Job Manager will periodically monitor and assess the health and safety performance and compliance of the Contractor and its employees.

3. Recruitment, Training and Key Personnel

The Contractor shall ensure that its workers have received health and safety training that is relevant to the work to be undertaken. Evidence of competence achieved and/or training completed and/or training in progress may be required.

Craggy Range shall provide relevant health and safety induction training to the Contractor and its workers before work commences. Thereafter the Contractor shall be responsible for ensuring that any new employees are identified to Craggy Range for induction prior to commencing work on site. Alternatively, if agreed that the Contractor, after receiving the requisite training inducts new workers to the site, evidence of the induction must be provided prior to commencement of work.

4. Sub-Contractors

If the contractor has obtained approval from Craggy Range to engage a Sub-contractor, the Contractor shall inform the designated Craggy Range Job Manager of that Sub-contractors name before the engagement commences.

The Contractor shall ensure that the Sub-contractor has health and safety processes in place acceptable to Craggy Range. The Craggy Range Assessment format or similar (acceptable to Craggy Range) is to be used.

The Contractor shall ensure that the Sub-contractor has read, is familiar with, has signed these requirements and agrees to comply with them.

5. Right of Entry.

Right of entry shall be restricted to those companies and their workers who have completed a Craggy Range induction and to whom access has been authorised (access may be restricted at the discretion of Craggy Range).

The Contractor should provide Craggy Range with the names of all workers who will work at the site at least 24 hours prior to the commencement of work. Craggy Range reserves the right to refuse entry or any such worker(s) either before or during the course of the contract.

On arriving and on leaving a site, the Contractor and its employees shall report to either:

- Giants Facility Office for all works being undertaken at Giants site.
- Work offices at Gimblett for all works being undertaken at the Winery.
- Relevant Vineyard Manager for all work being undertaken in Vineyard or Vineyard workshop.

6. Vehicles

Only persons with current, relevant driving licences may drive vehicles on site. The speed limit at each site must be observed at all times.

7. Children

Children are not permitted onto site.

8. Animals

Animals are not permitted onto site.

9. Security of Property

Craggy Range property is not permitted to be removed from site without prior approval.

The Contractor is responsible for the security of its own workers and their property and for ensuring that agreed standards of security are maintained in the course of the contract to protect the property of Craggy Range and its workers.

10. Accidents

All accidents, incidents and near-misses, however minor must be reported to the designated Craggy Range Line Manager, who will assist in the completing of the Accident Report Form.

Serious Harm Accidents must be notified by the Contractor to the designated Craggy Range Job Manager and WorkSafe immediately.

11. Risks and Hazards

Craggy Range will make the Contractor aware of existing risks and hazards on site within the area of control or operation of the job. The Contractor will identify risks that it brings onto site and assess and control risks associated with activities undertaken as part of the contract health and safety plan.

The Contractor must conduct regular planned inspections to identify risks. All newly identified risks introduced by the Contractors' activities, impacting on other activities, must be immediately reported to the designated Craggy Range Job Manager.

During work which could create a risk, reasonably practicable steps necessary to control the hazard and risks must be taken by the Contractor.

12. Permit of Work

The Contractor must follow Craggy Ranges work permit system where applicable such as (but not limited to):

- Hot Work
- Working at Heights
- Confined Space

The contractor must follow procedures for Notifiable Work including 24 hour notification to WorkSafe.

13. Isolation/Lockout System

Craggy Range has an Isolation Lockout System which must be adhered to by all Contractors. All isolations will be actioned by Craggy Range workers or a trained Health and Safety Representative only.

14. Equipment and Machinery

All necessary equipment and machinery for the purpose of the contract shall be supplied by the Contractor unless otherwise agreed between the Contractor and Craggy Range. All equipment and machinery shall be fit for purpose and shall comply with any applicable legislation, Codes of Practice or relevant Standards. This applies to both Craggy Range owned/supplied equipment and machinery as well as Contractor owned/supplied equipment and machinery.

All equipment and machinery that is used during the Contract shall only be used by trained, competent and where required licenced operators. Permission must be obtained from the Craggy Range Job Manager before using any Craggy Range owned machinery or equipment.

Work areas are to be maintained in a tidy and safe condition. Any costs incurred by Craggy Range to clear up work areas after completion of a contract may be charged to the Contractor.

15. Electrical Equipment

Isolating transformers or RCD's suited to the equipment are to be used on all portable electrical equipment.

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.

All electrical equipment must meet the nationally accepted standards and is to be made available for inspection if requested.

16. Smoking

Smoking is only permitted in designated areas.

17. General Health, Safety and Hygiene

The Contractor shall ensure work is carried out in a safe manner. The Contractor shall be responsible for any actions or inactions by itself or its employees affecting the safety of any persons on site.

The Contractor shall ensure that its' workers are in a fit state and are competent to perform the required tasks at all times.

The Contractor will have primary responsibility for:

- Administering first aid to its employees with the assistance of Craggy Range First Aiders as appropriate.
- Providing first aid supplies for its employees.
- Transport of its employees to and from any medical treatment providers.

Contractor worker shall restrict their movements to areas related to their work activity. No Access or Restricted Access areas must be observed, unless authorised by the Craggy Range Job Manager.

At no time during their working hours should the Contractor or any of their employees consume or be under the influence of alcohol, drugs or any other intoxicating substance. It is strictly prohibited for the Contractor or any of their workers to bring any alcohol, drugs or any other intoxicating substance on to any Craggy Range site.

Chemicals or hazardous substances introduced on to the site shall be considered in the Health and Safety Plans for work. Oil, chemicals or any other hazardous substances are not permitted to be dumped in any storm water or effluent drainage systems. Spill of oils or other substance must be contained as securely as practical and reported immediately to the Craggy Range Job Manager.

All refuse must be taken off site or placed in on-site bins designated for this purpose.

18. Safety Equipment

The Contractor shall provide first aid equipment and where required, fire extinguishers and other safety equipment of an approved type and shall ensure that this equipment is maintained in accordance with legal and industry standards.

Fire extinguishers should not be removed from their stations, except in the event of a fire. If a Craggy Range fire extinguisher is activated, the Craggy Range Job Manager should be notified immediately to ensure that it is replaced.

19. Personal Protective Equipment

The Contractor shall supply its workers with protective clothing and equipment as required by legislation, codes of practice and/or by Craggy Range. The Personal Protective clothing and other equipment shall be maintained in correct condition in order to provide the requisite protection.

20. Scaffolding

Scaffolding shall be erected and dismantled only by suitably qualified and certified personnel.

21. Breach of Health and Safety Agreement

Where a breach in the Agreement occurs or is likely to occur, Craggy Range will assess the gravity of the breach or potential breach and may suspend the Contractor Agreement in such circumstances pending a final decision.

22. Auditing by Craggy Range

The Contractor agrees to accept and co-operate with any Craggy Range audit/auditors of the Contractor systems and on-site performance.

23. Insurances

To work for the Company it is mandatory that contractors provide evidence of suitable and current insurance policies and licences. The Contractor shall provide documented evidence, by way of Certificate/s of Currency or actual policies detailing the policy period of coverage, that they have current insurance and that it complies with the following minimum criteria:

- Public liability insurance for a minimum of \$10,000,000 for high risk contracts; and,
- Professional indemnity insurance for a minimum of \$10,000,000.

The Craggy Range Job Manager shall document the evidence received from the contractor.

The Contractor's insurance coverage shall be checked by the Craggy Range Job Manager on a regular basis to ensure currency. Such checks can be on each occasion the contractor arrives on site – especially ad-hoc contractor visits, or on an annual basis.

24. Summary

These terms and conditions are intended to establish and maintain the high standards of workplace health, safety and security, as agreed methods of working with Craggy Range.

DECLARATION

(To be signed by the Contractor and/or the Sub-Contractor)

Contracting Company: _____

Name of Contractor's Representative: _____

Address of Contractor: _____

I acknowledge receipt of the "Contractor Health and Safety Agreement" from Craggy Range and confirm that:

- I have read and fully understand the terms and conditions;
- I agree to fully comply with all the terms and conditions; and
- I will ensure that all the workers that I am responsible for, including those of any sub-contractors, shall also read and comply with its contents.

Print Name: _____

Signed: _____

Date: _____

Position: _____