

Health and Safety Requirements

Part A: Worker Health and Safety – High, Medium and Low Risk Services

1. Background

- 1.1. Land Information New Zealand (LINZ) is committed to the guiding principle of the Health and Safety at Work Act 2015 (HSWA) that workers should be given the highest level of protection against harm to their health, safety, and welfare from work risks as is reasonably practicable.
- 1.2. LINZ and the Supplier will consult, co-operate and co-ordinate with each other (as well as any other relevant parties) in respect to health and safety matters relating to the Works and the Site and comply with all aspects of the HSWA (and all amendments and all regulations made pursuant to that Act).

2. Definitions

2.1. **Definitions:** In this Schedule, unless the context otherwise requires:

1. "Accreditation" means the minimum requirements LINZ requires of its suppliers before any contract and / or service is performed
2. "Agreement" means all documents and obligations and that comprise this contract
3. "Contract Manager" means LINZ nominated contract manager
4. "HSWA" means Health Safety and Work Act 2015
5. "Health and Safety Plan" means a site specific safety plan developed for the Works as per Section 3.21 of this Schedule
6. "Lead Contractor" means the Supplier who has the lead responsibility for managing the health and safety at the Site
7. "Notifiable Event" has the same meaning as section 25 of the Health and Safety at Work Act 2015
8. "Site" means those sites or properties where Works are currently being, have previously been, or may be undertaken for the purposes of delivering Services
9. "Regulator" has the same meaning as section 16 of the Health and Safety at Work Act 2015
10. "Services" means the services to be provided by the Supplier under the Agreement

11. "Supplier" means contractor, vendor or party providing the Services to LINZ pursuant to the Agreement
12. "Subcontractor(s)" means a party engaged by the Supplier to undertake and complete Works
13. "Worker" or "Workers" has the same meaning as section 19 of the Health and Safety at Work Act 2015
14. "Works" means the scope of Services to be provided by the Supplier

3. Health and Safety

- 3.1. **Obligations in addition to other deliverables:** The Supplier acknowledges that all obligations, rights, and deliverables detailed in this Schedule are in addition to any other obligations, rights and deliverables detailed elsewhere in this Agreement.
- 3.2. **Code of Conduct:** The Supplier confirms that they have read and agreed to LINZ's Supplier Code of Conduct
- 3.3. **Supplier Accreditation:** LINZ operates an accreditation programme that ensures suppliers have the necessary health and safety capability to undertake the contracted work safely and meet both legal and LINZ internal requirements, including insurances. The Supplier acknowledges and agrees that they are required to achieve the level of accreditation notified to them by LINZ prior to any Works commencing under this Agreement and maintain that level for the duration of this Agreement.
- 3.4. **Accreditation is at LINZs discretion:** LINZ may, at its sole and absolute discretion, determine that the Supplier does not meet the Accreditation requirements. In such instances, LINZ and the Supplier will work co-operatively to develop and execute a remedial plan with a view of assisting the Supplier to achieve the required Accreditation level.
- 3.5. **Exemption to Supplier Accreditation:** LINZ may, at its sole and absolute discretion, exempt a Supplier from the Accreditation requirement by giving notice to the Supplier in writing.
- 3.6. **Notifiable Events:** The Supplier is required to report all Notifiable Events to the LINZ Contract Manager and the LINZ Health and Safety team immediately.
- 3.7. **Reporting Framework:** The Supplier must comply with the 'contractor requirements' set out in the LINZ Health and Safety Incident Reporting Framework shown in the table included in Part B.
- 3.8. **Compliance with Legislation:** The Supplier is required to:
 1. Comply with, and must ensure that its Workers and agents comply with, all legislative requirements, standards and codes of practice in respect of health and safety matters which apply to the Works under the Agreement or at the

- Site and any health and safety policies procedures and requirements issued by LINZ to the Supplier from time to time; and
2. Upon request, demonstrate compliance with the above requirements by providing LINZ with evidence of measures taken to achieve such compliance.
- 3.9. **Health and Safety Compliance Audits:** The Supplier acknowledges that LINZ may initiate random or scheduled health and safety-related audits. The Supplier agrees to assist and co-operate with any such audit by providing LINZ's nominated auditor access to any Sites, answering questions, and providing all information and documentation requested by LINZ.
- 3.10. **LINZ to act reasonably:** LINZ will act reasonably when carrying out Health and Safety Compliance Audits under clause 3.9
- 3.11. **Keep LINZ informed:** The Supplier will keep LINZ informed of any health and safety concerns, hazards or risks arising from or relating to any Work being performed for LINZ or on any Sites
- 3.12. **Keep Supplier informed:** LINZ will keep the Supplier informed of any new health and safety concerns, hazards or risks arising with the Work or Sites that LINZ becomes aware of or should reasonably be aware of.
- 3.13. **Accident Register:** The Supplier must maintain an **accident/incident register** and must keep a record of each Notifiable Event for at least five (5) years from the date on which notice of that event is given to the Regulator.
- 3.14. **Risk Register:** The Supplier must maintain a **risk register** (which specifically identifies health and safety risks) with a view of:
1. Eliminating risks to health and safety, so far as is reasonably practicable; and
 2. If it is not reasonably practicable to eliminate risks to health and safety, to minimise those risks so far as is reasonably practicable
- 3.15. **LINZs nominated Health and Safety Manager:** LINZ reserves the right, at its sole and absolute discretion, to nominate a health and safety advisor or manager to liaise with the Supplier. The Supplier acknowledges and agrees that LINZs nominated health and safety manager will have the authority to direct the Supplier (and the Supplier's Workers) to carry out health and safety-related activities, including, but not limited to:
1. Requiring additional training to be carried out for certain individuals;
 2. Requiring a certain person to be removed from Site for health and safety reasons; and
 3. Directing that some or all work at all or some Sites to cease
- 3.16. **Termination for Health and Safety Breach:** LINZ reserves the right to terminate part or all of this Agreement for material breaches of the Supplier's health and safety obligations under this Agreement and more generally the HSWA.

- 3.17. **Indemnification:** To the extent permitted by law, the Supplier shall indemnify and hold LINZ harmless against any liability, claims, proceedings, costs, expenses and damages which the Supplier may suffer or incur under the HSWA as a consequence of anything done by the Supplier in relation to the Work or as a consequence of the Supplier breaching its obligations under the HSWA.
- 3.18. **Health and Safety Policy:** The Supplier will develop and maintain a satisfactory health and safety policy in respect of the Work being provided at the Site.
- 3.19. **Supplier in control of the Site:** Subject to section 34 of the HSWA, where the Supplier is the Lead Contractor, the Supplier acknowledges and agrees that it has the sole authority for, and management and control of, the Site and all safety matters involving the Work undertaken by the Supplier (including ensuring that the Site and the means of entering the Site are at all times safe and without risk to health and safety), which authority shall remain unaffected despite the approval, authorisation, direction, instruction, order permission or request or requirement of LINZ or the operation of any other clause of this Agreement.
- 3.20. **Supplier holds specialist expertise:** The Supplier acknowledges that they have been engaged by LINZ to provide specialist Services in an area and/or industry in which LINZ does not hold specialist knowledge and expertise.
- 3.21. **Supplier to appoint Health and Safety Supervisor:** The Supplier will appoint a supervisor who is responsible for ensuring that the Supplier and its Workers are complying with its duties under the HSWA at all times in relation to the Works and at the Site.
- 3.22. **Health and Safety Plan:** The Supplier will develop and maintain a Health and Safety Plan for the Works (after consultation with LINZ). The Health and Safety Plan must include:
1. Hazard and risk management (which identifies specific hazards and risks and the proposed control mechanism for each)
 2. Safe operating procedures
 3. Incident management
 4. Emergency management
 5. Injury management
 6. Worker engagement and participation practices
 7. Monitoring and review of any risks or hazards to enable continuous improvement
- 3.23. **Approval of Health and Safety Plan:** The Supplier must obtain LINZs approval of the Health and Safety Plan developed as part of clause 3.22 above prior to any Work commencing. Either LINZ's nominated Contract Manager for this Agreement or the contract signatory has the authority to approve the Health and Safety plan on behalf of LINZ. Material alterations made to the Health and Safety Plan through the course of the Work must also be approved by LINZ.

- 3.24. **Compliance to Health and Safety Plan:** The Supplier will comply with the Health and Safety Plan, health and safety legal requirements and standards generally, and with specific instructions from LINZ in relation to health and safety matters through the duration of the Agreement.
- 3.25. **Worker Induction:** The Supplier will provide formal induction and health and safety training to its Workers (and any Workers of the Supplier's sub-contractors) to allow them to safely carry out their roles safely in relation to the Works.
- 3.26. **Competent Workers:** The Supplier warrants that all of its Workers (and Workers of the Supplier's sub-contractors) are fully competent (by virtue of their training and experience), to carry out the Works allocated to them.
- 3.27. **Sub-Contractors:** The Supplier will notify LINZ of any Sub-contractors the Supplier proposes to deliver any aspect of the Works prior to the proposed Sub-contractor commencing work. LINZ reserves the right to deny the use of any proposed Sub-contractor and deny them access to any Site.
- 3.28. **Accreditation of Sub-Contractors:** LINZ may require a Sub-contractor to obtain a LINZ Accreditation prior to them commencing any Works, and / or elect to carry out additional health and safety-related due diligence on the Supplier's sub-contractors.
- 3.29. **Health and Safety Reporting:** The Supplier will provide LINZ with scheduled reporting specifically on health and safety risks, issues and incidents.
- 3.30. **Frequency and Format of Health and Safety Reporting:** The frequency and format of the health and safety reporting will be mutually agreed between LINZ and the Supplier prior to Work commencing. The Supplier will confirm the format and frequency in writing to LINZ once agreed.
- 3.31. **Health and Safety Self-Audits:** The Supplier must perform regular self-audits against the agreed health and safety plan, and report back to LINZ.
- 3.32. **Frequency and format of Health and Safety Self-Audits:** The Supplier and LINZ will mutually agree to the frequency of the self-audits and the format of the report back to LINZ prior to any Work commencing.

Part B: LINZ Health and Safety Incident Reporting Framework

| Severity Level | Classification | Contractor / Consultant Requirements | Notification to Contract Manager, within: | Final Report and Investigation to Contract Manager, within: |
|----------------|--|--|---|---|
| Level 1 | Near Miss Event that had potential to cause but does not result in injury | <ol style="list-style-type: none"> 1. Notification to Contract Manager 2. Incident report provided and contributing factors considered 3. Any corrective actions identified and closed out | 7 Days | 1 Month |
| Level 2 | Minor Incident Minor medical treatment, first aid, minor injury (not notifiable to WorkSafe NZ, Maritime NZ, Civil Aviation Authority. If unsure contact H&S team to discuss). | <ol style="list-style-type: none"> 1. Notification to Contract Manager 2. Incident report provided and contributing factors considered 3. Corrective actions identified and closed out | 2 Days | 5 Days |
| Level 3 | Serious Incident/ Serious Near Miss (Notifiable to WorkSafe NZ, Maritime NZ, Civil Aviation Authority. If unsure contact H&S team to discuss). | <ol style="list-style-type: none"> 1. Notification to LINZ Contract Manager, LINZ Health and Safety Team and appropriate agency (e.g. WorkSafe) 2. Incident report provided and full causation analysis investigation completed 3. Corrective actions identified and closed out | Immediate, regular updates. Initial written incident report within 2 days | Full causation investigation within 14 days |