

Health & Safety Agreement

CONTRACTOR/SERVICE PROVIDER

This is an agreement between
South Taranaki District Council
 and the
Contractor / Service Provider

Name of contractor

Address of contractor

Start date of contract Duration of contract

Description of work being carried out by contractor

Policy

South Taranaki District Council (STDC) requires that all contractors, subcontractors and their employees carrying out any work on behalf of South Taranaki District Council meet safety standards as required by relevant legislation, South Taranaki District Council policies, procedures and contractual requirements (ref: Contractor Health and Safety Manual).

The contractor shall comply with and provide the relevant documentation as contained in the Procedural Guidelines (below) for safety, health and environmental requirements, paragraphs 1 to 21.

Procedural Guidelines

1. The contractor will be required to provide a copy of their occupational safety and health control plan for this specific contract.
2. The contractor will nominate a person who will be responsible and accountable for occupational health and safety.
3. The contractor will nominate a person who will be responsible and accountable for the prevention of environmental pollution including excessive noise. (Resource Management Act).
4. The contractor must be able to prove that all employees required to carry out any work under the contract, have been adequately trained or is supervised by a person that has adequate knowledge and experience relevant to the work, plant and/or substances.
5. The contractor and the contractor's employees shall comply with all relevant legislation.
6. The contractor shall provide the South Taranaki District Council with their methods of hazard identification and control as required by Health and Safety at Work Act (HSWA) 2015 and a copy of their Hazard Register relating to this specific contract.
7. The contractor shall not carry out any restricted work as defined in the contract until the relevant permit to work documentation has been obtained from an authorised officer of the South Taranaki District Council.
8. The contractor shall provide first aid facilities suitable and sufficient for the number of people the contractor is employing on the contract.
9. The contractor shall have prepared emergency plans for all foreseeable emergencies that may arise during the contract.

Procedural Guidelines (Continued)

10. The contractor shall report all near misses, incidents, accidents, hazardous substance spills and discharges to the contract manager as soon as possible and in any case no later than 12 hours after the incident.
11. The contractor will be responsible for providing safety equipment to an approved New Zealand standard, or its equivalent, to his/her own employees and ensure that this equipment is used or worn as required.
12. Where specialist equipment has to be used the contractor will provide proof that relevant training has been given in its correct use and/or the operators have relevant current certificates of competence as required by the HSWA 2015.
13. The contractor shall provide and bring a list of all hazardous substances to all sites. The list shall show the form the substance is in (i.e. solid, liquid or gas), hazard classification number and the quantities of each hazardous substance ref to HSNO Act.
14. The contractor shall provide an inventory of all waste products generated, approximate quantities of each and the pre-approved methods of disposal.
15. The contractor has a duty to protect the public and all South Taranaki District Council employees on or near the worksite from harm at all times.
16. The South Taranaki District Council will provide the contractor with copies of the relevant South Taranaki District Council policies, procedures and rules which the contractor and employees must comply with.
17. The South Taranaki District Council shall have the right to inspect the contractor's provisions for occupational health and safety, and environmental protection provisions at any time during the contract.
18. Where breaches of any of the items numbered 1 to 15 occur or the contractor is issued with an improvement notice by WorkSafe, and/or is prosecuted for a breach of any relevant legislation, the South Taranaki District Council must be advised immediately and will have the discretion to withdraw the contract in part or in full.
19. This agreement shall remain in force for the duration of the contract or a period of two years from the commencement date of the contract or which ever is the lesser.
20. The South Taranaki District Council will reserve the right to make amendments to this agreement at any time for the purpose of improved health and safety for all parties.
21. The terms of this agreement apply to the original contractor and any sub-contractor that they may hire.

Official

I, the contractor, agree that all the terms in this agreement apply to myself as well as any employees and/or sub-contractors for the contract.

Signature of contractor	<input type="text"/>	Date	<input type="text"/>
Contractor's full name	<input type="text"/>	Designation	<input type="text"/>

The term contractor in this agreement means contractor and subcontractor as defined in the Health and Safety at Work Act (HSWA) 2015.