

Application for an enforceable undertaking

Part 4, Health and Safety at Work Act 2015

The commitments in this application are offered to WorkSafe New Zealand by
<i>Name of the person or persons who will be signing this undertaking in section 4:</i> Michele Kernahan, Chief Executive
<i>On behalf of:</i> The Fletcher Construction Company Limited
<i>Name of the entity giving this undertaking (if an individual or sole trader, leave blank – complete in all other cases):</i> The Fletcher Construction Company Limited

This enforceable undertaking is given on the day and date that it is accepted and signed by WorkSafe. The undertaking and its enforceable terms will operate as a legally binding commitment on the part of the person from the date it is given.

Do not refer to the victim by name in this document. Please refer to the victim/worker/employee/volunteer/or other term as appropriate.

WorkSafe respects your privacy and is committed to protecting personal information. The information provided in this document is for the purpose of an undertaking given to WorkSafe under Part 4 of the Health and Safety at Work Act 2015. This information will be managed within the requirements of both the Privacy Act 1993 and the Official Information Act 1982.

There is an expectation that WorkSafe will generally publish the undertaking in full on its website.

TERM	DEFINITION
Contravention	An action which offends against the <i>Health and Safety at Work Act 2015</i> and/or any Regulations made under it. It includes both health and safety contraventions. A contravention also includes an alleged contravention
HSMS	A Health and Safety Management System
Person	An individual who or a legal entity which has a duty under the <i>Health and Safety at Work Act 2015</i> and can give a written undertaking. The term includes individuals, each partner in a partnership, corporations, trustees of trusts, and crown organisations.
Health and Safety legislation	<i>Health and Safety at Work Act 2015</i> and associated regulations.
Enforceable undertaking	An enforcement pathway that allows a duty holder to voluntarily enter into a binding agreement with WorkSafe. The agreement outlines actions the duty holder will undertake to address the contravention. It is expected to deliver activities which benefit workers, the wider industry or sector and/or the community as well as acceptable amends to any victim(s).

1.1 Details of the person/persons/entity giving the undertaking

Name of person(s) making this undertaking: (in all cases complete with the name(s) of those who are signing this undertaking under Section 4)

Michele Kernahan, Chief Executive

Name of entity: (if applicable, leave blank if an individual)

The Fletcher Construction Company Limited ('Fletcher')

Type of legal entity: (complete in all cases, for example individual, sole trader, partnership, trust, company, etc)

Registered company

Nominated contact person: (the same person listed above/one of those listed above)

Michele Kernahan

Physical address:

The Fletcher Construction Company Limited
810 Great South Road
Penrose
Auckland 1061

Postal address: (if different from physical address)

The Fletcher Construction Company Limited
Private Bag 92114
Auckland 1142

Work phone: +64 9 525 9000

Mobile phone: [REDACTED]

Email: Michele.Kernahan@fbu.com

Industry: Construction and infrastructure

Workers (enter numbers):

Full-time: Approximately 1637 full time permanent employees.

Description of the products and services provided by the business or undertaking:

Fletcher is New Zealand's largest construction and infrastructure contractor. The business operates a number of divisions that undertake projects across the built environment, transport infrastructure, energy, and civil construction sectors.

Comments:

At the time of the incident Fletcher (through its Infrastructure Division) was undertaking work as a member of the unincorporated MHX Kirkbride Alliance. The other Alliance members were the New

Zealand Transport Agency ('**Transport Agency**'), Higgins Group Holdings Limited, and Beca Limited.

1.2 Detail of the contravention

WorkSafe New Zealand ('**WorkSafe**') alleges that Fletcher, as a Person Conducting a Business or Undertaking ('**PCBU**'), failed to ensure, so far as reasonably practicable, the health and safety of workers who worked for Fletcher, including the Injured Person, while the workers were at work for Fletcher, namely undertaking preparatory work to extend a storm water pipe, and that this failure exposed workers, including the Injured Person, to a risk of death or serious injury arising from crushing by Interbloc blocks.

WorkSafe alleges that there were six practicable steps that Fletcher could and should have taken to have ensured the health and safety of its workers:

- Adequately assess the risks associated with the Interbloc wall when determining whether a formal temporary works procedure would be followed.
- Ensure an adequate and specific design process was carried out for the temporary sump including documenting the design and any changes.
- Conduct and communicate to workers an adequate and specific risk assessment for the construction and continued safety of the Interbloc wall and the blinding of the permanent sump floor.
- Develop and communicate a comprehensive safe work method statement, safe work plan, or similar for carrying out the work.
- Implement an adequate system to inspect the foundations of the Interbloc wall before any person worked adjacent to it.
- Adequately plan, record, and oversee the pumping arrangements in the sumps.

1.3 Detail the events surrounding the contravention

At the time of the incident Fletcher, as a member of the MHX Kirkbride Alliance, was involved in completing upgrade works to SH20A. This included the creation of future bus lanes and the construction of an underpass at the intersection of Kirkbride Road and State Highway 20A ('**SH20A**') in Auckland.

As part of this work, a retaining wall was required to be constructed to support SH20A and allow for the addition of the bus lanes. A retaining wall was constructed to bridge an existing storm water pipe that ran underneath the motorway at a section of the project near Montgomerie Road. The associated work included extending the storm water pipe beyond the widened motorway into a newly constructed permanent sump.

The permanent sump area was the lowest point in the catchment with water flowing into it, particularly after heavy rainfall events. To help manage the water and sediment ingress during the permanent sump works, a temporary sump was constructed. Part of this involved the use of a temporary Interbloc wall to reduce material washing into the work area in the permanent sump, which was being prepared for concrete blinding to be laid.

Two work crews were involved in the work in and around the permanent sump area: the civil crew who were doing the excavation, retention (including the establishment of the Interbloc wall), road construction, and maintenance earthworks, and the structures crew who were preparing timber formwork for the retaining wall. The Injured Person was a member of the structures crew.

On 31 May 2016, the day of the incident, the civil crew began preparing the base of the permanent sump for blinding. The workers pumped the area dry using a pump placed in front of the Interbloc wall. The workers noticed that fines were washing underneath the toe of the Interbloc wall and began removing these with shovels.

At some point the Injured Person, who was working with the structures crew on the temporary formwork outside of the permanent sump area, decided to assist the civil crew by attaching a sheet of plywood to the face of the Interbloc wall to prevent further fines washing through into the work area. As the Injured Person was attempting to secure the plywood sheet to the Interbloc wall, two of the blocks overturned and landed on the Injured Person's right leg.

1.4 Detail any enforcement notices issued that relate to the contravention as detailed in term 1.2

<i>Date</i>	<i>Notice type</i>	<i>Notice number</i>	<i>Contravention or prohibited activity</i>	<i>Action taken in response to notice</i>
None				

1.5 Detail the rectifications to the workplace or work practices made as a result of the contravention (1.2), events (1.3) and the enforcement notices issued (1.4)

As a result of the incident, Fletcher has taken the following remedial steps to address the work practices which WorkSafe has alleged were deficient:

Changes to work processes and practices

- Immediately following the incident Fletcher prepared a recovery workplan for the completion of the works in the permanent sump ('**Recovery Workplan**'). This included the physical reinstatement of the area as an open excavation to remove the need to use Interbloc blocks.
- Fletcher ensured that all workplans for the MHX Kirkbride Alliance project were updated to include reference to, and require consideration of, the risks of working in and around retained excavations and areas where there was a risk of significant water ingress.
- Fletcher's Infrastructure business unit reviewed and updated its temporary works procedure to include a requirement to complete a Temporary Works Determination Checklist for any activity that may encompass temporary works and to identify and assess the associated risks of the activity. The Job Safety Environmental Analysis ('**JSEA**') document was updated to include a requirement to have this Temporary Works Determination Checklist attached which confirms any additional requirements for design where required.
- Fletcher arranged for a geotechnical designer to carry out inspections of all retention / slope stability works across the MHX Kirkbride Alliance project.

Communication to workers

- Fletcher briefed workers on the MHX Kirkbride Alliance project on the details of the Recovery Workplan and subsequently re-inducted all workers involved on the project onto updated JSEA/workplan documentation.
- All Fletcher workers involved on the MHX Kirkbride Alliance project were briefed on the findings of Fletcher's investigation into the incident.
- A toolbox talk was held with workers to discuss issues around dewatering and the effects of pumping on the stability of block walls.
- Fletcher's frontline supervisors were briefed on the required pre-entry checks for excavations, and the effects of dewatering.
- An internal safety alert was issued across Fletcher's Infrastructure business unit outlining the risks associated with dewatering around permanent and temporary structures, and requiring each site/project to check for any potential areas of risk within their site/project and put reasonably practicable controls in place where necessary.

Communication to industry

- Fletcher prepared and issued to the Transport Agency a Safety Alert and the Transport Agency disseminated the Safety Alert across the industry via email and its website. This provided an overview of the incident and highlighted the relevant health and safety risks involved, in order to raise awareness about these issues for people on similar projects.

1.6 Total amount of money spent on rectifications

Direct and indirect costs are not able to be quantified.

1.7 Detail the injury sustained or illness suffered by victim(s) or other(s) as a consequence of the contravention or, (as applicable) the potential for fatal injury or future fatal illness

The Injured Person suffered crushing injuries and fractures to his leg, in particular, a moderately displaced fracture through the distal tibial shaft, and an undisplaced fracture in the distal fibular shaft.

1.8 Detail any offer of amends or payments made to the victim(s) who sustained injury or suffered illness (the total monetary amount here is also to be included in the table at 3.12.3)

Describe the victim(s) relationship to you/the entity in question: (eg employee(s) / shareholder / director / family member / contractor, etc. If the relationship has more than one dimension, for example a family member who is also an employee and a director and/or shareholder of the business, or an employee who is a shareholder (etc) – then please describe this)

The Injured Person is an employee of Freestyla Constructors Limited, a contractor engaged by Fletcher to provide services to the MHX Kirkbride Alliance.

Detail offer of amends or payments:

Fletcher has formally apologised to the Injured Person for the harm caused to him and expressed the company's sincere regret that the accident occurred.

Fletcher has engaged with the Injured Person and expressed its desire to provide financial support to ensure he is not out of pocket as a result of being off work while recovering from the injuries he sustained.

Fletcher and the Injured Person have agreed Fletcher will 'top up' the Injured Person's Accident Compensation Corporation ('ACC') entitlement (representing 80% of his income) so that he will receive a sum equivalent to 100% of what he was earning prior to the incident. This includes:

- A payment of \$10,000 representing a top up of the Injured Person's ACC entitlement for a period of 46 weeks following the incident, while the Injured Person was not able to work.
- A payment of \$4,200 representing a top up of the Injured Person's ACC entitlement for a further period of 20 weeks following additional surgery the Injured Person had in November 2017, which will require him to be off work until the end of March 2018 while he recovers.

Fletcher has also agreed with the Injured Person to pay for a number of professional development opportunities to assist the Injured Person in progressing his career. As part of this Fletcher will also pay the Injured Person a sum to cover the wages he will forego taking leave to undertake 3 of these courses.

The assistance to be provided by Fletcher is:

Item	Value
Course 1 — The Ultimate Team Leader (provided by the Employers and Manufacturers Association). This course will involve six one-day workshops spaced over six months in 2018.	
Course 2 — Building Apprenticeship (provided by BCITO). This is a four-year course.	
Course 3 — Work at Height – Use of a Safety Harness. This is a one-day course provided by NZ Safety.	
Course 4 — Mobile Elevated Work Platform Course. This is a one-day course provided by NZ Safety.	
Compensation for the wages the Injured Person will forego taking leave to undertake Courses 1, 3, and 4.	
Total	

In addition, Fletcher has agreed to pay the Injured Person ████████ in recognition of the physical and emotional difficulties experienced by the Injured Person as a result of the accident.

In total, this support involves a payment of \$53,660 by Fletcher to the Injured Person.

1.9 Detail any consultation with the victim(s) as to their views on whether an enforceable undertaking would be an acceptable alternative to prosecution

Fletcher consulted with the Injured Person on 26 September 2017, 25 October 2017, and 25 January 2018, and he confirmed that an enforceable undertaking is an acceptable alternative to a prosecution.

1.10 Detail any consultation with unions/sector/industry as to their views on whether an enforceable undertaking would be an acceptable alternative to prosecution

Fletcher has consulted with the other members of the MHX Kirkbride Alliance as these parties were directly affected by the incident, and are appropriate representatives of the construction / infrastructure sector. The members of the Alliance are supportive of Fletcher giving an enforceable undertaking as an appropriate alternative to prosecution.

There was no relevant union for Fletcher to consult with as the Injured Person is not a union member.

1.11 Detail the support provided or proposed by the person to the victim(s), other(s)

Date	Description of support	Comments
25/10/17	Agreement to provide assistance package that includes top up of ACC entitlements, payment of professional development activities, and additional payment to recognise physical and emotional harm suffered.	Total value \$53,660
6/12/16	Meeting held at ACC Manukau branch. Attendees included the Injured Person, his employer, ACC case manager and Fletcher ACC Rehab Coordinator. At this meeting it was discussed how the Injured Person was awaiting a date for surgery. ACC anticipated surgery would likely be in February. Based on this it was planned for a further worksite assessment to take place just after to put in place a return to work plan for the surgeon to consider. Discussed Fletcher assisting the Injured Person's return to work with a work trial based at the MHX Kirkbride Alliance project. It was uncertain at the time how much longer the project had to go, however all parties agreed it would be the best place to have the work trial take place as there would be the ability for the Injured Person to gradually build his work tolerance.	
21/11/16	Fletcher ACC Rehab Coordinator made call to the Injured Person to follow up on how	

	he was progressing. Made appointment to meet with the Injured Person, his employer and his ACC case manager, and to review where things were at and to discuss next steps around dates for surgery and return to work planning.	
21/11/16	Follow up phone call to the Injured Person's employer who was happy to accept the offer of assistance. Provided Fletcher ACC Rehab Coordinator with the Injured Person's contact details.	
17/11/16	Fletcher ACC Rehab Coordinator contacted the Injured Person's employer to offer assistance with rehabilitation and dealing with ACC.	

1.12 Detail any current HSMS implemented and maintained by the person

Describe how health and safety risks are managed, including types of procedures or policies or standards:

Together with Fletcher Building, Fletcher is in the process of rolling out a new health and safety framework called Protect. Protect is a comprehensive, global, multi-stream project intended to build Environment Health and Safety ('EHS') engagement and knowledge, with a focus on preventative risk reduction. Protect includes a set of mandatory Golden Rules to help everyone avoid the biggest safety risks faced by the business.

Protect focuses on hearts, minds, compelling stories and leadership role-modelling at all levels. At the core of Protect are four activities that all supervisors and leaders participate in regularly – Walk, Share, Care, Learn. Leader training will give leaders the practical skills to build the Protect culture with their teams, communicate the EHS behaviours and actions required of them, and help make EHS part of what we all do every day.

Protect builds on all of the good practices Fletcher Building already has in place and shares them globally. It encourages the right systems, processes and documentation to make EHS as effective as possible.

Fletcher has a Health and Safety Management System ('HSMS') which is directed at the management and control of risks to health and safety as part of Fletcher's business operations.

The Fletcher HSMS is certified and externally verified against the Australian / New Zealand Standard 4801: Occupational Health and Management Systems. Fletcher also holds Primary status with the ACC Partnership Programme.

The HSMS is comprised of a suite of documentation, including a Health and Safety Manual and a number of EHS standards, procedures, and guidelines for risks arising out of specific work tasks. Each business unit implements the relevant standards, procedures, and guidelines at project or site level via Health and Safety Management Plans.

Health and safety hazards and risks associated with work tasks are identified, assessed, and controlled in accordance with Fletcher's EHS Standards for hazard and risk management. Fletcher's hazard and risk identification and management process uses the S.A.F.E.R approach which involves the following steps:

- See it to identify and categorise hazards.

- **Assess** it to assess and rate the possibility of hazards causing harm.
- **Fix** it to control the identified hazards.
- **Evaluate** it to re-assess the potential harm after controls have been put in place.
- **Review** it to review the effectiveness of the controls implemented.

Identified health and safety hazards and risks, and their associated controls, are recorded in Project Health Safety and Environment Risk Registers ('**Project Risk Registers**') and in JSEAs as part of the job planning process.

1.13 Detail the level of auditing undertaken on the HSMS, including compliance audits and audit frequency

HSMS Audits

Telarc Audits

Fletcher's Infrastructure Division (along with a number of other divisions within Fletcher) is externally accredited to Australian / New Zealand Standard 4801: Occupational Health and Management Systems and has the implementation of its HSMS audited annually by Telarc.

ACC Partnership Programme

Fletcher participates in the ACC Partnership Programme which places specific obligations on the company with respect to safety management, injury prevention, and rehabilitation.

Audits by an ACC approved auditor take place annually. A comprehensive audit tool is used by the auditor covering all elements from safety management, workplace practices, ACC file management, injury management, and rehabilitation practices.

The same tool is used for internal self-assessment audits carried out by Fletcher staff.

Project Audits

Regular inspections and audits of Fletcher operations are carried out to verify compliance with the health and safety requirements of project Health and Safety Management Plans, company standards, legal requirements, and project specifications. Audits include consideration of work undertaken by Fletcher subcontractors.

Audit findings are documented and recorded. Any corrective and preventative actions identified during the audits are assigned, time-bound, and monitored for close out.

1.14 Detail the consultation undertaken or proposed to be undertaken, in relation to this undertaking

As discussed in section 1.9 above, Fletcher has consulted with the Injured Person on this enforceable undertaking and the various actions proposed to be undertaken by Fletcher.

In addition, Fletcher has consulted with:

- The Injured Person's employer, Freestyla Constructors Limited.
- The workers who were directly involved in the incident (to the extent they continue to be employed by or otherwise work for Fletcher).
- Fletcher Health and Safety Representatives.

- Representatives from all business units within Fletcher who will be directly affected by the proposed undertaking including Infrastructure, Specialist Brands, and Building and Interiors.
- Members of the MHX Kirkbride Alliance – the Transport Agency, Higgins Group Holdings Limited, and Beca Limited.

2. General terms

The person acknowledges and commits to the general terms set forth in the sub-terms below.

2.1 Acknowledgement that WorkSafe alleges a contravention occurred as detailed in term 1.2

Fletcher acknowledges that WorkSafe alleges Fletcher has contravened sections 36(1)(a) and 48(1) of the Health and Safety at Work Act 2015.

2.2 Statement of regret that the contravention occurred

Fletcher sincerely regrets that the incident on 31 May 2016 occurred and that the Injured Person suffered physical and emotional harm as a result.

2.3 Statement of the reasons why, on balance, the person considers this undertaking is the most appropriate response to the contravention

Fletcher considers that an enforceable undertaking is an appropriate response to this incident as it will help facilitate the prevention of future incidents through:

- the provision of targeted additional investment in health and safety within Fletcher's business that will directly benefit Fletcher's workers;
- increasing knowledge and awareness within the construction and infrastructure industry about the health and safety risks associated with temporary works activities and of the ways to manage risks arising from temporary works;
- encouraging collaboration between contractors and labour hire providers to improve standards of health and safety awareness and training; and
- the provision of support to professional accreditation bodies who are focussed on promoting and driving increased and consistent standards of health and safety performance in the workplace.

2.4 Statement of commitment that the behaviour, activities and other factors which caused or led to the contravention has ceased and will not reoccur

Fletcher commits that the behaviour, activities, and other factors which caused the alleged contravention have ceased on the MHX Alliance project. Fletcher commits to undertaking the activities described in this undertaking so that, so far as is reasonably practicable, those circumstances will not reoccur.

2.5 Acknowledgement of the policy published by WorkSafe for the acceptance of an undertaking

(write the name of the person(s) or entity giving the undertaking)

The Fletcher Construction Company Limited

has read and understood the Enforceable Undertakings Operational Policy.

2.6 Acknowledgement that this undertaking will be published and publicised in full

(write the name of the person(s) or entity giving the undertaking)

The Fletcher Construction Company Limited

acknowledges that the undertaking will, if accepted, be published on WorkSafe's website in full and referenced in WorkSafe material.

2.7 Statement of the person's ability to comply with the terms of this undertaking and meet the projected costs of the activities

(write the name of the person(s) or entity giving the undertaking)

The Fletcher Construction Company Limited

has the financial ability to comply with the terms of this undertaking and have provided evidence by way of

(type of evidence provided)

The ultimate Group parent company, Fletcher Building Limited, is listed on the New Zealand Stock Exchange with publicly available financial information.

with this undertaking to support this declaration.

In the event of impending receivership, liquidation or sale of the entity, (write the name of the person(s) or entity giving the undertaking)

The Fletcher Construction Company Limited

will advise WorkSafe of the relevant circumstances and its capacity to comply with the outstanding terms of this undertaking.

2.8 Statement outlining any relationship between the person and any corporations, officers, employees, contractors, proposed beneficiaries of donations or scholarship or other recipient of financial benefit contained in this undertaking

Fletcher has current relationships with the following entities or people proposed as beneficiaries in this undertaking:

- Civil Contractors New Zealand ('CCNZ') – Fletcher is a current member
- New Zealand Institute of Safety Management – Some of Fletcher's health and safety practitioners are members in their individual capacities
- Site Safe – Fletcher is a current member and provides a representative to the Board
- current workers of Fletcher.

Aside from those relationships listed above Fletcher is not aware of any other current relationships with the proposed beneficiaries outlined in this undertaking.

2.9 Statement regarding Intellectual Property

(write the name of the person(s) or entity giving the undertaking)

The Fletcher Construction Company Limited

grants WorkSafe a perpetual, non-exclusive, worldwide and royalty-free licence to use, for any purpose, all Intellectual Property Rights in relation to any material developed as a result of this undertaking. This licence includes the right to use, copy, modify and distribute the materials.

2.10 Acknowledgement that the person may be required to provide a statutory declaration

(write the name of the person(s) or entity giving the undertaking)

The Fletcher Construction Company Limited

acknowledges that it may be necessary for WorkSafe to obtain a statutory declaration outlining details of any prior convictions (safety related) outside of New Zealand and that it will provide such declaration if required by WorkSafe.

2.11 Statement of commitment from the person to participate constructively in all compliance monitoring activities for this undertaking

It is acknowledged that responsibility for demonstrating compliance with this undertaking rests with the person.

Evidence to demonstrate compliance with the terms will be provided to WorkSafe by the due date for each term.

The evidence provided to demonstrate compliance with this undertaking will be retained by the person until advised by WorkSafe, that this undertaking has been completely discharged.

It is acknowledged that any failure to meet the due date for an enforceable term will result in the matter being escalated and may lead to enforcement action.

It is acknowledged that WorkSafe may undertake other compliance monitoring activities to verify the evidence and compliance with an enforceable term, and cooperation will be provided to WorkSafe.

It is acknowledged that WorkSafe may initiate additional compliance monitoring activities, such as inspections, as considered necessary at WorkSafe's expense.

It is acknowledged that details of all seminars, workshops and training conducted by a non-registered training provider must be notified to WorkSafe, by email, at least one week prior. Notification should include time, date, location and the trainer/facilitator.

(write the name of the person(s) or entity giving the undertaking)

The Fletcher Construction Company Limited

3. Enforceable terms

The person acknowledges all activities set forth in the enforceable terms below must be auditable and include a date for completion and an estimated cost for each activity.

The person commits to performing the activities below diligently, competently and by the respective completion date.

3.1 A commitment by the person to perform activities that will ensure the ongoing effective management of risks to health and safety in the future conduct of its business or undertaking

Detail the management strategies to be employed that will satisfy and demonstrate to officer/s of the person that this commitment is being met:

Commitment

Fletcher is committed to continuous improvement and the effective management of risks to health and safety in its work and workplaces.

The specific actions Fletcher intends to take to ensure, so far as is reasonably practicable, risks to the health and safety of workers and others are identified and effectively managed during future business activities include:

- using Protect to focus on preventative risk reduction, building engagement, and fostering a strong safety culture across all of the business, every day;
- using Fletcher's established risk identification and assessment processes for work undertaken as part of the business;
- providing ongoing training and information to workers about how they can keep themselves and their workmates safe at work;
- having ongoing and regular engagement with workers about health and safety issues in the workplace;
- sharing critical risks and learnings from incidents with senior management, executives, and project/site leaders to ensure there is an understanding within Fletcher management of the relevant critical risks associated with the business, and to allow management to engage in appropriate health and safety discussions to drive future improvement; and
- undertaking various assurance activities including audits of sites against the requirements of Fletcher's EHS Standards. These will be reported to and monitored by senior managers and officers.

3.2 A commitment by the person to disseminate information about this undertaking to workers, and other relevant parties
<p><i>(this may include to work health and safety representatives and in the organisation's annual report, if applicable)</i></p> <p>Fletcher agrees to take steps to share information about this undertaking with its workers and other relevant parties.</p> <p><i>Dissemination will be achieved by doing the following:</i></p> <p>Fletcher intends to take the following steps to share information about this undertaking:</p> <ul style="list-style-type: none"> • Prepare a health and safety alert that will be emailed to Fletcher employees. • Brief Health and Safety Representatives and Health and Safety Committee members on the content of the undertaking so they can be a point of contact for any workers who have questions about it. • Utilise two elements of Protect (SHARE and LEARN) as a vehicle to communicate the undertaking to workers and facilitate two-way discussion. • Post a copy of the undertaking on Fletcher's intranet with an overview of the incident and the circumstances giving rise to it. <p><i>Dissemination will occur by: Within 90 days of the date of this undertaking.</i></p>

3.3 Activities to be undertaken to promote the objectives of the health and safety legislation that will deliver benefits for workers and/or work and/or the workplace		
ACTIVITIES <i>Outline the activity and the expected outcomes</i>	COST (\$)	TIMEFRAME
<p><u>Develop a new temporary works procedure</u></p> <p>Scope: Fletcher will develop and implement a new temporary works procedure for its business to improve on its current procedure for temporary works.</p> <p>The new temporary works procedure will comprise an overarching Temporary Works Policy and bespoke and specifically tailored Temporary Works Management Plans for each of the Infrastructure, Building & Interiors, and Specialist Brands business units, to reflect differences in the nature of the operations carried out by each business unit.</p> <p>The new temporary works procedure will incorporate processes guided by the British Standard BS5975:2008 (a Code of Practice for temporary works procedures). This is a higher standard than current industry practice in New Zealand, as it provides a documented standard against which temporary works can be</p>	<p>Cost of peer review: \$12,000.</p> <p>Other direct costs (including internal staff time) are not able to be quantified.</p>	<p>Within 12 months of the date of this undertaking.</p>

measured. There is no equivalent New Zealand standard.

The new temporary works procedure will:

- Appoint a competent person (or persons) to be responsible for the coordination of temporary works on each project ('Competent Person').
- Ensure standard solutions are used in accordance with manufacturer's recommendations. If not, then their use will be assessed and approved by the Competent Person.
- Provide a structured process to inform an assessment of the risk posed by the proposed temporary works, through the evaluation of the complexity of the design or a relevant risk assessment. The process will provide common examples of each category of temporary works to assist the selection of an appropriate temporary works methodology which will be approved by the Competent Person.
- Require the person responsible for co-ordinating temporary works on the site to maintain a Temporary Works Register.

Fletcher will seek a peer review of the new temporary works procedure from an independent consultant before the procedure is finalised for use in the business, and will take account of any feedback provided by that independent consultant.

Delivery: The development of Fletcher's new temporary works procedure will be achieved through three stages of work:

Stage 1: Collaborative workshops

Fletcher will arrange to hold one or more (as appropriate) collaborative workshops that will be attended by senior representatives from each business unit, technical and operational experts involved in the day-to-day design and management of temporary works, and Health and Safety Representatives from each business unit.

The purpose of the workshops will be to discuss and identify issues with current temporary works practices and to undertake a gap analysis exercise against British Standard BS5975:2008 in order to produce a roadmap for the

<p>development of the new Temporary Works Policy and Temporary Works Management Plans.</p> <p><i>Stage 2: Development of overarching policy and business unit-specific Temporary Works Management Plans</i></p> <p>Using the outputs from the collaborative workshops, Fletcher will prepare an overarching Temporary Works Policy which will set out the high level requirements for undertaking temporary works on Fletcher projects, and a specific Temporary Works Management Plan will be prepared for each business unit within Fletcher.</p> <p><i>Stage 3: Independent peer review of Temporary Works Policy and business unit specific Temporary Works Management Plans</i></p> <p>Prior to the introduction and implementation of the Temporary Works Management Plans, Fletcher will arrange for the overarching policy and each business unit's Temporary Works Management Plan to be peer reviewed by an independent consultant to verify that the Plans are fit for purpose, consistent with the requirements of British Standard BS5975:2008, and align with the overarching Temporary Works Policy.</p> <p>Outcome: The new temporary works procedure will exceed current industry practice in New Zealand for temporary works activities, and will provide a robust procedure with improved clarity on all aspects of temporary works control. This should assist the relevant personnel responsible for temporary works to better identify and manage the risks associated with temporary works in construction activities.</p>		
<p><u>Develop temporary works visual aids</u></p> <p>Scope: Fletcher will develop a suite of standard designs for common temporary works (e.g. steps). These designs will be readily available and visual aids will be made available in picture form, for ease of understanding and use by workers.</p> <p>Delivery: Fletcher will make the visual aids available via the intranet and place them on project notice boards.</p> <p>Outcome: The visual aids will improve understanding of the requirements of temporary works across a wider group of project personnel and become a visual reference/check for</p>	<p>\$10,000 to develop and publish the materials.</p>	<p>Within 9 months of the date of this undertaking.</p>

<p>temporary works while they are being completed.</p>		
<p><u>Train workers in new temporary works procedure</u></p> <p>Scope: Once the new temporary works procedure and visual aids outlined above have been developed, Fletcher will take steps to ensure all workers working on or around temporary works or installing and removing temporary works, are made aware of the new procedure.</p> <p>Delivery: Training of workers in the new temporary works procedure will occur in three stages:</p> <p><i>Stage 1: Notification of new procedure</i></p> <p>Employees and contractors will be notified of the new temporary works procedure (including visual aids) via email, the Fletcher intranet, and other appropriate means.</p> <p><i>Stage 2: Dedicated toolbox sessions on new procedure</i></p> <p>Fletcher will develop and roll out dedicated toolbox sessions to each project site or business unit as appropriate, that introduce and explain the requirements of the new temporary works procedure. Attendance at each toolbox session will be recorded.</p> <p><i>Stage 3: Include temporary works information in all future inductions</i></p> <p>Fletcher will revise its current site induction material to include information about the new temporary works requirements so that future inductees are aware of and understand the temporary works procedure.</p> <p>Outcome: Workers involved in temporary works activities should have a greater awareness of the risks associated with temporary works and who needs to be involved when temporary works are undertaken.</p>	<p>Direct costs (including internal staff time) are not able to be quantified.</p>	<p>Within 12 months of the date of this undertaking.</p>
<p><u>Provide dedicated training for those who are responsible for co-ordinating temporary works on site</u></p> <p>Scope: Fletcher's Temporary Works Policy will require Competent Persons to be responsible for managing and co-ordinating temporary works activities on Fletcher sites. These people will</p>	<p>Direct costs (including internal staff time) are not able to be quantified.</p>	<p>Within 12 months of the date of this undertaking.</p>

<p>have different roles and responsibilities from other workers engaged to undertake temporary works activities and, accordingly, specific training will be required for these individuals.</p> <p>Delivery: Fletcher will arrange for and provide one or more (as required) dedicated training workshops for these persons. The training will cover the particular responsibilities of those roles in managing, approving, and overseeing temporary works activities on site.</p> <p>Outcome: This training is intended to ensure that those with responsibilities for managing temporary works activities have the knowledge and skills to do so successfully and in a manner that will ensure Fletcher sites are free from risks associated with temporary works, as far as is reasonably practicable.</p>		
<p><u>Arrange for external consultant to audit the use of the temporary works procedure to verify ongoing effectiveness</u></p> <p>Scope: Fletcher will review the temporary works procedure and its ongoing appropriateness when benchmarked against international good practice on an annual basis for a period of three years. Fletcher will also engage an external consultant to undertake audits of Fletcher's use of and compliance with the new temporary works procedure on an annual basis for a period of three years.</p> <p>Delivery: The review of the temporary works procedure against new developments in international good practice will be conducted on an annual basis and the temporary works procedure will be updated as required. The external consultant will complete the annual audits and provide Fletcher with a written report outlining the results of the audit and any recommended areas for improvement.</p> <p>Outcome: The review is intended to ensure the temporary works procedure continues to be consistent with international good practice and remains up to date. The audit is intended to provide Fletcher with external verification that the temporary works procedure is working effectively as intended, and that it is being complied with. It will also allow for the identification of potential improvements to ensure the ongoing effectiveness of the new temporary works procedure.</p>	<p>Three annual audits completed by external consultant including preparation of relevant reports: \$27,000.</p>	<p>First audit within 12 months from the time the temporary works procedure is implemented and at 12-month intervals thereafter until three annual audits have been completed.</p>
<p><i>Total estimated cost of benefits for workers/others</i></p>	<p>\$49,000</p>	

3.4 Activities to be undertaken to promote the objectives of the health and safety legislation that will deliver benefits for the wider industry or sector		
ACTIVITIES <i>Outline the activity and the expected outcomes</i>	COST (\$)	TIMEFRAME
<p><u>Work with Site Safe to improve industry training around temporary works risks</u></p> <p>Scope: Fletcher and Site Safe will work together to introduce into existing Site Safe programmes (where it is agreed to be the most suitable) a section that deals with the risks associated with working on and around temporary works, including dewatering.</p> <p>Delivery: Fletcher will work with representatives from Site Safe to incorporate the risks and learnings from the incident into appropriate existing Site Safe programmes to raise awareness about safety in temporary works activities and encourage improvement in the level of risk management across the industry.</p> <p>Outcome: Site Safe is recognised as the industry standard health and safety training provider across all sectors of construction. The updates to Site Safe's existing programmes are designed to raise awareness and improve knowledge and consistency of application of relevant risks across the industry. Updating these programmes and supporting Site Safe to promote these learnings will have significant reach and potential impact within the industry.</p>	<p>\$10,000 to update existing programmes and associated resources including photos, videos, and books.</p>	<p>Within 24 months of the date of this undertaking.</p>
<p><u>Presentation to Civil Contractors New Zealand ('CCNZ') conference</u></p> <p>Scope: Fletcher has agreed with CCNZ that it will present a paper on safety in temporary works design for CCNZ members.</p> <p>Delivery: Fletcher will give a presentation at the annual CCNZ conference in 2018, focusing on safety in temporary works design.</p> <p>Outcome: The presentation to CCNZ will both inform the wider industry of safety issues concerning the use of Interbloc units and upskill the industry to improve safety in temporary works design. It will also raise awareness of the risks associated with temporary works and ensure the learnings</p>	<p>\$2,500 for presentation costs at the CCNZ conference.</p>	<p>Within 12 months of the date of this undertaking.</p>

<p>from the incident are communicated widely across the industry.</p>		
<p><u>Donation to the New Zealand Institute of Safety Management</u></p> <p>Fletcher will make a donation of \$10,000 to the New Zealand Institute of Safety Management to assist its work in supporting and providing educational development opportunities for health and safety professionals in New Zealand.</p>	<p>\$10,000.</p>	<p>Within 3 months of the date of this undertaking.</p>
<p><u>Establish a health and safety forum with labour hire companies</u></p> <p>Scope: Fletcher will engage with labour hire companies supporting the infrastructure sector and help to set up a regular forum for contractors and those labour hire companies to meet, in order to raise awareness and improve knowledge about health and safety risks faced by temporary workers being placed in the construction / infrastructure sector.</p> <p>Delivery: Fletcher will initially invite the key labour hire suppliers it uses on a regular basis and other large industry labour hire suppliers to meet. It will also invite representatives from other major contracting companies, and representatives from CCNZ.</p> <p>The forum will be held in Auckland with meetings taking place on a quarterly basis. Fletcher will develop Terms of Reference for the forum which will guide the agenda items for these meetings.</p> <p>It is intended that the first meeting will be a meet and greet and 'Think Tank' session for participants to identify and discuss key issues in the placement and management of labour hire personnel in the construction industry.</p> <p>After the first 12 months, Fletcher will review the success of the forum and (where appropriate) consider the viability of establishing a similar forum in other centres in New Zealand.</p> <p>Outcome: The forum is intended to provide an ongoing opportunity for Fletcher and other contractors to share information with labour hire companies about the health and safety risks arising in the construction and</p>	<p>\$45,000 incorporating venue hire and basic catering. Other direct costs (including internal staff time) are not able to be quantified.</p>	<p>Establish forum within 3 months of the date of this undertaking and host 4 events thereafter.</p>

<p>infrastructure sectors, in order that these companies can better prepare labour hire workers for being placed on construction and infrastructure projects.</p> <p>The forum is intended to encourage collaboration between labour hire providers and industry operators like Fletcher to improve the health and safety of workers on construction and infrastructure projects throughout New Zealand.</p>		
<p><u>Publish an article about health and safety and temporary works in an industry publication</u></p> <p>Scope: Fletcher will write an article discussing the incident and the learnings for Fletcher around the need to properly consider and manage health and safety risks in temporary works activities.</p> <p>Delivery: Fletcher will arrange for an article to be published in Contractor Magazine (or another similar publication) discussing the incident and health and safety considerations in temporary works. CCNZ has agreed the article can also be published in the CCNZ email newsletter.</p> <p>Outcome: The article is intended to raise awareness about the health and safety risks associated with temporary works activities.</p>	<p>Direct costs (including internal staff time) are not able to be quantified.</p>	<p>Within 12 months of the date of this undertaking.</p>
<p><i>Total estimated cost of benefits for industry</i></p>	<p>\$67,500</p>	

3.5 Activities to be undertaken to promote the objectives of the health and safety legislation that will deliver benefits for community		
ACTIVITIES	COST (\$)	TIMEFRAME
<p><u>Develop health and safety module for Mahurangi College</u></p> <p>Scope: Fletcher has chosen to partner with Mahurangi College as the school is in close proximity to Fletcher's Puhoi to Warkworth project and it is therefore part of the community directly affected by Fletcher's work activities.</p>	<p>\$10,000 to develop course resource material.</p>	<p>Commencing in 2019 for a period of two years.</p>

<p>Fletcher will work with Mahurangi College to develop a workplace health and safety module (and supporting resources) for inclusion in the College's Gateway Programme. The Programme is a 20 week workplace education course for Year 12 and 13 students that teaches them the necessary skills to enter the workforce after school.</p> <p>Delivery: Fletcher (in conjunction with staff from Mahurangi College) will develop a workplace health and safety module that will be integrated into the Gateway Programme and which will be linked to existing Unit Standards (where possible).</p> <p>The health and safety module is intended to complement the Programme's existing risk management module and will provide students with an understanding of:</p> <ul style="list-style-type: none"> • health and safety legislation • auditing and compliance activities • accident investigation • running health and safety meetings. <p>The programme will provide an opportunity for the students to learn about and understand health and safety legislation as it applies to the broader subject of risk management and to learn skills to help them understand and implement appropriate health and safety practices in the workplace.</p> <p>Fletcher personnel will teach the module by way of four practical workshop sessions. Materials for the course will be developed and supplied by Fletcher (with assistance from the College).</p> <p>Outcome: The course is intended to shape students thinking about what makes a safety-oriented workplace. The students will receive skills, training, and knowledge that will allow them to adopt a risk management approach to decision making in a future work environment.</p>		
<p><u>Provide work experience for Mahurangi College students</u></p> <p>Scope: Provide health and safety related work experience to selected students to demonstrate the viability and importance of health and safety as a career.</p>	<p>\$5,000 for personal protective clothing and equipment for the students and completion of ConstructSafe and</p>	<p>Commencing in 2019 for a period of two years.</p>

<p>Delivery: Selected students completing the Mahurangi College Gateway Programme will be given the opportunity to undertake health and safety related work experience on the Puhoi to Warkworth project.</p> <p>These students will spend one day per week for 20 weeks at the Puhoi to Warkworth project to gain experience and have the opportunity to put the skills they have learnt into practice by:</p> <ul style="list-style-type: none"> • participating in the completion of on-site risk assessments • attending health and safety meetings • participating in the investigation of any health and safety issues on site, and developing recommendations for improvement. <p>All personal protective clothing and equipment will be provided to the selected students. Fletcher will also arrange for the selected students to complete the ConstructSafe and Site Safe Passport courses. These courses are widely recognised in the industry and will be a benefit to those students who continue on to permanent employment in the construction industry.</p> <p>Outcome: Students will gain invaluable work experience and develop a thorough understanding of the importance of health and safety in the workplace.</p>	<p>Site Safe Passport courses.</p>	
<p><u>Community open day</u></p> <p>Scope: Fletcher will run an open day in the community local to a current Fletcher project. This will raise awareness of the dangers associated with construction traffic and help with road safety awareness.</p> <p>Delivery: The open day will be held at a relevant project site to allow the community to view construction equipment in a controlled environment in order to understand the risks associated with being around the project site, including understanding the role and importance of temporary traffic management.</p> <p>Outcome: The open day will provide an opportunity for children and their parents within the community to learn about the dangers of large construction equipment, see how they have blind spots, and highlight the need for total isolation from the</p>	<p>\$5,000 for marketing (written and radio) the open day and to cover the wages of the persons being present throughout the open day.</p>	<p>Within 6 months of the date of this undertaking.</p>

machinery. It will also raise awareness with respect to traffic management to improve public behaviour and safety around road works sites.		
<p><u>Donation for school safety equipment</u></p> <p>Scope: Providing support for a school local to the Kirkbride Road incident site to purchase safety equipment for pupils.</p> <p>Delivery: Fletcher will make a donation of \$3,000 to Mangere Central Primary to allow them to purchase safety equipment for use at the school and by the pupils (e.g. hi-vis vests for children walking to school and cones or other equipment for use at school crossings).</p> <p>Outcome: It is hoped that Fletcher's donation will allow the school to purchase additional safety clothing and equipment to help keep pupils and staff safe while at and travelling to and from school.</p>	\$3,000.	Within 3 months of the date of this undertaking.
<i>Total estimated cost of benefits for the community</i>	\$23,000	

3.6 Agreement to pay WorkSafe's recoverable costs

The actual dollar amounts will be provided by WorkSafe prior to finalisation of the enforceable undertaking.

(write the name of the person(s) or entity giving the undertaking)

The Fletcher Construction Company Limited

agrees to pay WorkSafe's costs associated with this undertaking, as itemised below, and it is acknowledged that payment is due 30 days after receipt of the WorkSafe invoice:

COSTS	MINIMUM SPEND
Administrative	
Legal	
Compliance Monitoring	
Publication (if any)	
Total recoverable costs	\$10,300

3.7 Acknowledgement regarding any promotion of the person in relation to this undertaking

(write the name of the person(s) or entity giving the undertaking)

The Fletcher Construction Company Limited

agrees that it will not undertake any activities that may promote or benefit the person without explicitly linking that activity/benefit to this undertaking

3.8 Where WorkSafe considers appropriate in the circumstances, developing a commitment to (establish and maintain OR maintain) an HSMS

Please only complete the versions of 3.8.1 and 3.8.2 that apply in your particular circumstance.

If required contact the WorkSafe Enforceable Undertakings Team to determine which options are appropriate.

(write the name of the person(s) or entity giving the undertaking)

3.8.1

acknowledges there is no formal documented HSMS in place

(write the name of the person(s) or entity giving the undertaking)

3.8.2

commits to ensuring that an HSMS acceptable to WorkSafe that satisfies the principles of AS/NZS 4801:2001 Occupational health and safety management systems – General guidelines on principles, systems and supporting techniques will be implemented within 12 months of the acceptance of this undertaking

OR

(write the name of the person(s) or entity giving the undertaking)

3.8.1 The Fletcher Construction Company Limited

acknowledges there is a formal documented HSMS acceptable to WorkSafe that satisfies the principles of AS/NZS 4801:2001 Occupational health and safety management systems – General guidelines on principles, systems and supporting techniques

(write the name of the person(s) or entity giving the undertaking)

3.8.2 The Fletcher Construction Company Limited

commits to ensuring that the HSMS remains compliant with AS/NZS 4801:2001 Occupational health and safety management systems – General guidelines on principles, systems and supporting techniques

OR

(write the name of the person(s) or entity giving the undertaking)

3.8.1

commits to ensuring that within 12 months of the acceptance of this undertaking the HSMS shall be compliant with AS/NZS 4801:2001 Occupational health and safety management systems – General guidelines on principles, systems and supporting techniques

(write the name of the person(s) or entity giving the undertaking)

3.8.2

acknowledges that the HSMS will be maintained in accordance with AS/NZS 4801:2001 Occupational health and safety management systems – General guidelines on principles, systems and supporting techniques

3.9 If a HSMS is required, a commitment to ensure that the HSMS is audited by third party auditors

Please only complete the version of 3.9.6 that applies in your particular circumstance.

If required contact the WorkSafe Enforceable Undertakings Team to determine which options are appropriate

(write the name of the person(s) or entity giving the undertaking)

3.9.1

acknowledges that the auditors selected to perform HSMS audits must meet the qualification requirements as set by WorkSafe

(write the name of the person(s) or entity giving the undertaking)

3.9.2

commits to ensuring the HSMS will be audited by certified third party auditors

(write the name of the person(s) or entity giving the undertaking)

3.9.3

acknowledges that details of the auditors' qualifications will be provided with audit reports submitted to WorkSafe

(write the name of the person(s) or entity giving the undertaking)

3.9.4

acknowledges that costs associated with these audits will be met by

(write the name of the person(s) or entity giving the undertaking)

as part of the undertaking

(write the name of the person(s) or entity giving the undertaking)

3.9.5

commits to ensuring the HSMS will be audited against criteria that meets the principles

(write the name of the person(s) or entity giving the undertaking)

3.9.6

acknowledges that the current HSMS in place, as detailed in term 3.8.1 is acceptable to WorkSafe and commits to ensuring that an initial third-party audit will be undertaken within three months of this undertaking being accepted

OR

(write the name of the person(s) or entity giving the undertaking)

3.9.6

acknowledges that there is no HSMS in place, as detailed in term 3.8.1 that is acceptable to WorkSafe and commits to ensuring that an initial third-party audit will be undertaken within six months of this undertaking being accepted

(write the name of the person(s) or entity giving the undertaking)

3.9.7

commits to ensuring at least two further third-party audits will be undertaken at 12-month intervals, commencing 12 months after the initial audit

3.10 A commitment to provide a copy of each finalised HSMS audit report to WorkSafe

(write the name of the person(s) or entity giving the undertaking)

3.10.1 Acknowledges that audit reports received from the auditor will be sent to WorkSafe within 30 days of the audit along with written confirmation that the report has not been altered from the copy provided to the person by the auditor

(write the name of the person(s) or entity giving the undertaking)

3.10.2 Acknowledges that within 30 days of receipt of the auditor's written report, WorkSafe will be advised of the intended actions for addressing each of the report's recommendations

3.11 A commitment to implement the recommendations from third party audits

(write the name of the person(s) or entity giving the undertaking)

commits to ensuring the recommendations resulting from the HSMS audits will be fully implemented within six months of receiving the audit report, unless WorkSafe grants an exemption due to the actions being unreasonable

3.12 Minimum spend

(write the name of the person(s) or entity giving the undertaking)

3.12.1 The Fletcher Construction Company Limited

commits to a minimum spend of \$203,460 for this undertaking.

(write the name of the person(s) or entity giving the undertaking)

3.12.3 The Fletcher Construction Company Limited

agrees to spend any residual amount arising from an original term not being completed or being less costly than estimated in this undertaking. Agreement on how to spend this residual amount will be sought from WorkSafe

(write the name of the person(s) or entity giving the undertaking)

3.12.3 The Fletcher Construction Company Limited


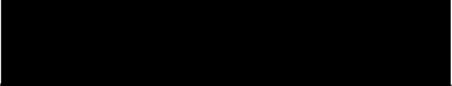
Acknowledges the minimum spend comprises of the:

TOTAL COST	MINIMUM SPEND
Financial amends paid to victims (if applicable)	53,660
Benefits to workers/others	49,000
Benefits to industry	67,500
Benefits to community	23,000
WorkSafe's recoverable costs	10,300
Estimated cost of the undertaking	\$203,460

4. Execution

This undertaking is given by the person on the date it is accepted by WorkSafe as set forth in section 5 below.

Individual / sole trader
<i>Undertaking given by (person)</i>
<i>On the (day) day of (month) ,20 (year)</i>
<i>Signature of person:</i>
<i>Undertaking given before me:</i>
<i>Witness name:</i>
<i>Witness address:</i>
<i>Witness signature:</i>

Director or authorised representative of a company	
<i>Undertaking given by (name of director or authorised representative)</i>	
Michele Kernahan	
<i>In my own right and in my capacity as</i> Chief Executive Construction of The Fletcher Construction Company Limited	
On the (day) 26 th day of (month) March 2018 (year)	
<i>Signature of the person giving the undertaking:</i>	
<i>Undertaking given before me:</i>	
<i>Witness name:</i>	AMANDA GREENWOOD
<i>Witness address:</i>	PONSONBY, AUCKLAND
<i>Witness signature:</i>	

Partnership	
<i>Undertaking given by (partner names)</i>	
On the (day) day of (month) ,20 (year)	
<i>Signature of the partners:</i>	
<i>Undertaking given before me:</i>	
<i>Witness name:</i>	
<i>Witness address:</i>	
<i>Witness signature:</i>	

Individual trustee of a trust
<p><i>Undertaking given by (name of trustee)</i></p> <p><i>In my own right and in my capacity as trustee of the (trust name)</i></p> <p><i>Of (company name)</i></p> <p><i>On the (day) day of (month) ,20 (year)</i></p>
<p><i>Signature of the trustee:</i></p>
<p><i>Undertaking given before me:</i></p> <p><i>Witness name:</i></p>
<p><i>Witness address:</i></p>
<p><i>Witness signature:</i></p>

Authorised representative of an organisation
<p><i>Undertaking given by (name of authorised representative)</i></p> <p><i>In my own right and in my capacity as (eg President, Chairperson, etc)</i></p> <p><i>Of (eg organisation name)</i></p> <p><i>On the (day) day of (month) ,20 (year)</i></p>
<p><i>Signature of the person giving the undertaking:</i></p>
<p><i>Undertaking given before me:</i></p> <p><i>Witness name:</i></p>
<p><i>Witness address:</i></p>
<p><i>Witness signature:</i></p>


This template is to be used in circumstances where one of the other legal entity descriptors (individual, partnership, trust) does not apply.

Possible examples, and there may be others, of when this could be used are for:

- (2) Unincorporated groups
- (3) Incorporated societies
- (4) Industrial and provident societies.

If uncertain, please seek the advice of the WorkSafe Enforceable Undertakings Team.

5. Acceptance

<p><i>This undertaking is accepted by WorkSafe.</i></p> <p>On the (day) <i>03</i> day of (month) <i>April</i>, 2018 (year)</p>
<p><i>Signature of person accepting the undertaking:</i></p> 
<p><i>Name of WorkSafe representative (General Manager, WorkSafe (or delegate))</i></p> <p><i>Simon Humphries</i></p>

Witness: *Dordell West.*
Senior Advisor

Address: *86 Customhouse Quay*
Wellington

Signature: 

DATE: *03/04/18*

