

## CropCheck Contractors Agreement

### Definitions:

Client Name: Natasha & Owen Robertson (Referred as "The Client" below)

#### 1. GENERAL:

The Health & Safety at Work 2015 Legislation places obligations on the Person Conducting a Business or Undertaking (PCBU) and the person in control of a workplace. The implications of this is that this general duties obligation applies to both CropCheck Ltd and any Clients whose workplace we are conducting any work at, including monitoring activities. The Client has an obligation not only their own staff but to anyone coming onto their workplace as a visitor, deliverer, to carry out work or who may be impacted by your activities. In turn when CropCheck Ltd undertakes work on The Client's workplace it is also CropCheck Ltd workplace for its staff and therefore have similar general duties and obligations.

#### 2. PURPOSE:

The purpose of this agreement is to clarify these mutual obligations and to clarify and agree, at the start of any contract, how these mutual obligations are met by both parties.

#### 3. CONDITIONS OF AGREEMENT:

##### 3.1. The Client's Obligations/Responsibilities:

It is The Clients responsibility to ensure the following is implemented/carried out and that any key staff involved in the contract understand these as they will be carrying them out on behalf of The Client:

- a. Advising CropCheck Ltd of:
  - i. Nature of the work undertaken at The Clients and the associated hazards/risks to Health, Safety and welfare on any one in the workplace;
  - ii. Define any "no go" areas and why these are declared this way or if strangers to the workplace can go there under what conditions e.g. accompanied;
  - iii. Give an overview of the work site- layout etc. (Orchard Map);
  - iv. Define what the emergency and evacuation processes are and what CropCheck Ltd staff are to do in an event of an emergency;
- b. Provide site induction for all CropCheck Ltd staff involved in the project;
- c. Establish initial and ongoing consultation, communication, information sharing especially in relation to the monitoring services being provided by CropCheck Ltd and any changes in work activities or conditions that may impact WHS of CropCheck Ltd staff working on site for example application of Agri Chemicals; and
- d. Provide and maintain safe access and egress to all areas where CropCheck Ltd staff must access to carry out their work.

##### 3.2. CropCheck Ltd Obligations/Responsibilities:

Under this dual obligation agreement CropCheck Ltd is committed to and will work in partnership with The Client to achieve and to carry out the following:


- a. Ensure personnel carrying out work on behalf of CropCheck Ltd:

- i. Understand their responsibilities and the potential and actual risks at our clients workplace;
  - ii. Understand their responsibilities to ensure that their activities do not impact the Health, Safety and Welfare of any one on the site;
  - iii. Wear the required PPE in the required locations;
  - iv. Not to interfere with any provided H&S signs, barricades or emergency items; and
  - v. Follow reasonable instructions/directions given by any The Client (manager/supervisor or staff member).
- b. Advise The Client of any actual/potential/developing condition that may or is impacting the Health, Safety, Welfare of any one on the work site;
  - c. Advise The Client of any incident/accident that occurs on the site involving CropCheck Ltd staff and to notify the required Government agencies if the incident falls into the "Notifiable Incident" category;
  - d. Ensure all CropCheck staff are legally entitled to work in New Zealand;
  - e. Ensure all CropCheck staff are trained and inducted to carry out their duties;
  - f. Carry out all services in compliance with CropCheck's hygiene policy;
  - g. Establish open and honest communications/consultation/information sharing at the start of the monitoring services and throughout the monitoring services.

**4. ACCEPTANCE**

We the under signed accept the above obligations and commit to working in partnership to ensure these are understood and complied with.

**The Client Representative:**

Name	Position	Date	Signature
Owen Robertson	Director	26/10/23	

**CropCheck Ltd Representative:**

Name	Position	Date	Signature
Cathy Harris	Director	27/10/23	