
Application for an enforceable undertaking

Part 4, Health and Safety at Work Act 2015

The commitments in this application are offered to WorkSafe NZ

by

Plunket Electrical Oamaru Limited

Application for an enforceable undertaking

Part 4, Health and Safety at Work Act 2015

The commitments in this undertaking are offered to WorkSafe New Zealand (WorkSafe) by

Mark Rawson and Kelly O'Driscoll

On behalf of

Plunket Electrical Oamaru 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*. **Contravention** means an action which offends against the Health and Safety at Work Act 2015 and/or any Regulations made under it. It includes both health and safety contraventions. A contravention also includes an alleged contravention.

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 Health and Safety at Work Act 2015 and/or any Regulations made under it. It includes both health and safety contraventions. A contravention also includes an alleged contravention.
HSMS	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).

WORKSAFE NEW ZEALAND
PO Box 165, Wellington 6140
0800 030 040 www.worksafe.govt.nz

New Zealand Government

Section 1: General Information

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

Name of person(s) making this undertaking:
Mark Rawson and Kelly O'Driscoll

Name of Entity:
Plunket Electrical Oamaru Limited

Type of Legal entity:
Company

Nominated contact person:
Mark Rawson

Physical address:
12-16 Ribble Street
Oamaru 9400

Postal address (if different):
Crowe Howarth
1 Coquet Street
Oamaru 9400

Work phone:
03 434 8473

Mobile phone:

Email:
mark@plunket-electrical.co.nz; [redacted]@plunket-electrical.co.nz

Industry:
Electrical

Workers (enter numbers:

Full-time
37

Part-time
2

Casual
-

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

Electrical services for industrial, commercial, agricultural and domestic services including:

- Design
- Automation
- Dairy sheds
- Irrigation and pump sheds
- Commercial new builds & alterations
- Schools new builds & alterations
- Houses new builds & rewires
- Electrical inspections

Comments:

Plunket Electrical Oamaru Limited has been operating in the North Otago, Waitaki Valley, South Canterbury and Mackenzie Basin areas for more than 35 years.

1.2 Detail of the contravention

On 12 September 2017, WorkSafe charged Plunket Electrical with a breach of ss 36(1)(a), 48(1) and (2)(c) of the Health and Safety at Work Act 2015. The charge stated that Plunket Electrical failed to:

- (a) ensure that risks were adequately identified;
- (b) ensure that adequate systems were in place to manage the risks;
- (c) ensure appropriate consultation, co-operation and co-ordination between it and other PCBU's, including McConnell Dowell Constructors Limited (MCDL)

1.3 Detail the events surrounding the contravention

The North Otago Irrigation Company Limited had engaged McConnell Dowell to manage the construction of four pump stations in the North Otago region. McConnell Dowell engaged Plunket Electrical to do electrical work and install switchboards in the four pump stations.

Prior to the accident, Plunket Electrical had successfully installed switchboards at three of the four pump stations. It had an established work procedure for installation, which involved securing both sides of the switchboard through lifting brackets or bolts prior to lowering the switchboard from the case.

On 14 September 2016, Plunket Electrical was scheduled to install a switchboard at the last of the four pump stations, the Peaks Pump Station at Ngapara. Three Plunket Electrical employees were tasked with the installation. The layout for the installation differed from past installations in that it allowed less space within which the employees had to work. As a result, the employees were unable to use the same work method. They did not have room for a bracket on one side and had to use two trolley jacks to move it into position. During the installation, the two trolley jacks supporting the switchboard lowered at different speeds, causing the switchboard to overbalance and fall. The switchboard struck the victim as it fell causing internal injuries.

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

DATE	NOTICE TYPE	NOTICE NUMBER	CONTRAVENTION OR PROHIBITED ACTIVITY	ACTION TAKEN IN RESPONSE TO NOTICE
DD / MM / YEAR				
DD / MM / YEAR				
DD / MM / YEAR				

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)

Plunket Electrical developed a detailed written process for removing the damaged switchboard and installation of the replacement switchboard at Peaks Pump Station immediately after the accident, in conjunction with WorkSafe.

In October 2016 Plunket Electrical completed further training on the use of hazard identification and task analysis forms. It was stressed to all staff the importance of completing and identifying the hazards and ensuring all tasks were thought through.

In November 2016, Plunket Electrical introduced a policy and procedure for lifting heavy equipment and published a health and safety alert bulletin through a national industry body (ECANZ) relating to the accident. The bulletin contained recommendations on lifting switchboards and identified preventive actions, namely using lateral restraints and using Task Analysis form before commencing a task at all times.

1.6 Total amount of money spent on rectifications

Plunket Electrical has not incurred external cost in implementing the above rectification measures but commits to undertaking the rectification activities and corrective actions detailed at 3.3 below at an estimated cost of \$20,240.00.

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 victim suffered a significant crush injury to the abdomen region, including laceration of the spleen. He was taken by ambulance to Oamaru hospital and received an emergency blood transfusion. His condition became more serious and he was airlifted to Dunedin but fortunately he stabilised and

did not require an emergency operation. He stayed in Dunedin in ICU observation for three days. He initially returned to work part time around 10 October 2016. After a week he was back full time on light duties and after a fortnight he was no longer on restricted duties.

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 –

The victim was an employee at Plunket Electrical at the time of the incident and through to the end of 2017 before leaving to work in the North Island.

Detail offer of amends or payments:

Plunket Electrical wrote to the victim on 3 October 2016, offering him any support that he may require. Plunket Electrical has made counselling services available to the victim and other staff involved in the accident.

Plunket Electrical has made a payment of \$5,000.00 to the victim and paid \$898.59 to top up his ACC payments.

Plunket Electrical will also pay a further \$5,000.00 to the victim and \$2,000.00 each to the two other staff involved in the accident.

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

Mr Rawson and Mr O'Driscoll, the directors of Plunket Electrical, have spoken to the victim regarding the option of the enforceable undertaking and provided a draft copy to him. He understands the reasoning behind this approach and "fully back[s] this procedure." The victim has emphasised that the "outcome of this procedure is so that hopefully any incident like this never happens again."

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

Plunket Electrical have consulted with the Master Electricians trade organisation in regards to the company's involvement in an enforceable undertaking and discussed various ways industry can benefit from the undertaking.

Bernie McLaughlan, CEO of Master Electricians, has expressed support for the enforceable undertaking and the benefits for the wider industry.

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

DATE	DESCRIPTION OF SUPPORT	COMMENTS
Immediately following the incident	Mr Rawson, director of Plunket Electrical, immediately travelled to site when alerted of the incident. An ambulance was called by Plunket Electrical staff onsite. Mr Rawson travelled with him to Oamaru hospital. Through this time Mr Rawson stayed with the worker, providing support.	
At hospital	Mr Rawson contacted the worker's family following the incident to let them know what had happened and that he was on his way to Oamaru hospital. Mr Rawson visited the worker in Oamaru hospital before he was airlifted to Dunedin. He spoke with the family and offered his support on behalf of Plunket Electrical and personally as a co-worker and friend. Support was also offered to the other Plunket Electrical staff who were involved with the incident, with counselling services made available.	
Immediately after discharge	Mr Mouteney, a senior manager at Plunket Electrical, and a co-worker visited the worker at his home. Plunket Electrical also maintained contact by phone while he recovered. Plunket Electrical through Mr Rawson encouraged the worker to take his time with his rehabilitation and ensure he made a full recovery.	
ACC	Plunket Electrical topped up the worker's income during the period he was on ACC to ensure he still received 100% of	

	his pre-accident wage.	
Return to work	Mr Rawson and Plunket Electrical worked with ACC to ensure that the worker's rehabilitation and return to work program was as smooth as possible for the worker. Plunket Electrical ensured the worker had transport available to him to get him to his appointments if he needed. He was off work for approximately 4 weeks, and returned part time, building from 16hrs per week up to fulltime hours, over a period of 2 weeks. He was fully back to work by 1st November 2016.	
Ongoing	Counselling is still available to the worker if required.	
December 2017	A payment of \$5,000.00 to recognise the hurt and stress caused to the worker was made prior to Christmas 2017.	

1.12 Detail any current HSMS implemented and maintained by the person

Plunket Electrical's Health and Safety Policies and Procedures Manual records its commitment to maintaining a safe and healthy workplace.

It has in place a system of worker participation that includes:

- a Safety Committee that meets on a three-monthly basis or following critical events that require all staff consultation;
- Toolbox meetings to discuss health and safety matters on a weekly or as-required basis;
- health and safety coordinators; and
- formal and informal training of workers.

Plunket Electrical issues a Staff Health and Safety Handbook to every employee upon induction. It outlines the standard procedures for hazard control, communication, emergencies, accidents and incidents, safety equipment. Minutes from the Safety Committee meeting and Toolbox meetings are displayed on noticeboards.

Plunket Electrical's procedures for hazard identification rely on:

- health and safety meetings;
- task analysis forms;
- site-specific safety plans;
- industry and government sources on good practice, including WorkSafe's guidelines;
- new equipment procedures; and
- accident investigation.

Workers receive health and safety training on induction and then on an as and when required basis following informal assessments of their experience and technical expertise. Plunket Electrical has in place a training system using both internal training by workers who demonstrate the required technical knowledge, experience and people skills, and external training by companies selected on the basis of their reputation, qualifications, experience and practical knowledge.

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

Plunket Electrical prepares an annual health and safety plan and carries out annual reviews of its health and safety performances using an external consultant, Gary O'Rourke from Safety Solutions, who also completes annual reviews of all policies and procedures.

Plunket Electrical is WSMP approved and has held Gold Accreditation for four years from two ACC audits.

Plunket Electrical have also completed the PREQUAL assessment in 2016. This is a biannual review of health and safety systems by an independent service, IMPAC.

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

If the undertaking process is to be accepted by WorkSafe, Plunket Electrical would invite the victim to be involved with the undertaking.

It would also work closely with the industry bodies Master Electricians and ETCO to ensure the deliverables were to be followed through in a timely manner.

Plunket Electrical are totally committed to the process and the benefits that can be gained by workers, industry and the community from the undertaking.

Section 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

Plunket Electrical acknowledges that WorkSafe alleges a contravention of ss 36(1)(a), 48(1) and (2)(c) of the Health and Safety at Work Act 2015 in relation to the incident detailed in section one above. Plunket Electrical has co-operated with WorkSafe throughout the investigation process and has taken the accident and subsequent enforcement steps very seriously.

2.2 Statement of regret that the contravention occurred

It is with deep regret that Plunket Electrical acknowledge their responsibility for the incident at Pikes Pumping station Ngapara, involving the victim on 14th September 2016, when as his employer we failed to ensure his safety while at the work place.

The failure to ensure there were adequate measures taken to safeguard the switchboard from falling, while being positioned to its final location, caused a very serious injury and unnecessary pain and suffering to one of our team.

The directors of Plunket Electrical, Mr Rawson and Mr O'Driscoll, have personally ensured that Plunket Electrical have supported the victim through his recovery. They have also been closely involved in the follow up auditing and analysing of their health and safety systems and processes. Plunket Electrical take the health and safety of its workers very seriously and all management & staff are upset the incident occurred and commit to taking active steps to avoid any similar incidents.

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

This is the first time in over 35 years of trading that Plunket Electrical has faced an alleged contravention of its health and safety obligations and it is keen to make amends to the best of its ability. Plunket Electrical considers that an enforceable undertaking is the most appropriate response to the contravention as it involves positive changes not only for Plunket Electrical's workers but also for the wider industry and community. In particular, Plunket Electrical is eager to share the knowledge it has gained from this experience with other industry participants and to engage with new workers as provided in section 3.3 below to help prevent incidents such as this across the industry.

Plunket Electrical feel that the steps proposed within this undertaking will help ensure that similar incidents do not occur in the future.

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

Plunket Electrical understands how important it is to learn from the experience. Plunket Electrical is committed to ensuring that the behaviours, activities and factors which caused or led to the contravention have ceased and will not reoccur.

We have continued ongoing training including Task Analysis and Site Assessments. Identifying hazards and taking appropriate time prior to the start of a job to make sure the site is safe and the tasks are performed safely. These topics have been discussed on a regular basis with all staff at tool box meetings, health and safety committee meetings, full staff meetings and on sites.

Our audit processes have not identified similar behaviours, activities or other factors which caused or led to the contravention. We continue regular auditing to ensure this high standard is kept.

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

Plunket Electrical Oamaru Limited
has read and understood the Enforceable Undertakings Policy.

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

Plunket Electrical Oamaru 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

Piunket Electrical Oamaru Limited

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

Annual accounts and financial statements

with this undertaking to support this declaration.

2.7.2 In the event of impending receivership, liquidation or sale of the entity,

Piunket Electrical Oamaru 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

As part of this undertaking Piunket Electrical is making payments to the employee involved in the accident and providing training to its employees.

The directors of Piunket Electrical, Mr Rawson and Mr O'Driscoll, are members of Master Electrician Committees in Otago and South Canterbury respectively as well as members of the advisory board. Master Electrician members will likely benefit from the use of the funds and the related body ETCO is an intended direct recipient.

2.9 Statement regarding Intellectual Property

Piunket Electrical Oamaru 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

Piunket Electrical Oamaru 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

1. It is acknowledged that responsibility for demonstrating compliance with this undertaking rests with the person.
2. Evidence to demonstrate compliance with the terms will be provided to WorkSafe by the due date for each term.
3. 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.
4. 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.
5. 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.
6. It is acknowledged that WorkSafe may initiate additional compliance monitoring activities, such as inspections, as considered necessary at WorkSafe's expense.
7. 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.

Piunket Electrical Oamaru Limited

Section 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

Plunket Electrical commits to continuing to perform annual audits of its health and safety systems. The directors will continue to take an active part in audits and will work with employees to identify any improvements that can be made. The continued encouragement of worker participation and regular reporting from health and safety committee meetings will enable management to have confidence that risks to health and safety are managed in an ongoing and proactive way.

3.2 A commitment by the person to disseminate information about this undertaking to workers, and other relevant parties

Dissemination will be achieved by doing the following:

An alert bulletin will be issued upon the acceptance of the undertaking announcing it to all workers.

Workers (including any full time contractors) within the Plunket Electrical Group which includes companies other than Plunket Electrical Oamaru Limited will be provided with a copy of the published enforceable undertaking.

The undertaking will also be discussed at the respective company safety meetings immediately following execution of this agreement.

The undertaking will be published on Plunket Electrical's website for a minimum of 12 months beginning as soon as possible after the date on which the undertaking is accepted by WorkSafe, and after that period the undertaking will be made available to workers, customers and other stakeholders on request.

Dissemination will occur by

One month of finalising the undertaking

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 (outline the activity and the expected outcomes)	COSTS(\$)	TIMEFRAMES
NZQA 30433 – Role and Function of a Health and Safety Committee (all members of the current Committee, i.e. 12 staff)	\$2,880.00	6 months
NZQA 17602 – Hazard Identification and Risk Assessment (all staff not already trained, i.e. 35 staff)	\$8,400.00	12 months
NZQA 6401 and 6402 – First Aid Courses Level 1 (5 staff)	\$2,400.00	6 months
NZQA 30266 – Health and Safety Culture and Practices (5 staff)	\$1,200.00	6 months
NZQA 21970 – Construction Health and Safety and Injury Prevention (8 staff)	\$3,360.00	12 months
Engage a speaker approved by WorkSafe to attend a whole of staff meeting to discuss a health and safety topic	\$2,000.00	12 months

Total estimated cost of benefits for workers / others - \$20,240.00

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 (outline the activity and the expected outcomes)	COSTS(\$)	TIMEFRAMES
Develop a video designed for Master Electricians to target businesses throughout the wider industry. The video will promote/educate businesses on Health & Safety Legislation with a target focus on Hazard Identification. This cost allows to develop the video, and make it available through Master Electricians.	\$30,000.00	12 months
Develop a video or course specifically targeting hazard identification for use as part of ETCO training for apprentices. This differs from the video listed above in that its focus would be solely directed at apprentices learning that hazard identification and general health & safety is as important as learning the skills of being an electrician. This cost also allows for providing this video to other people through websites or workshops as appropriate.	\$7,500.00	12 months
Commission an article for SafeGuard and other industry publications using this incident as a case study and aiming to increase awareness around hazard identification	\$1,000.00	6 months

Total estimated cost of benefits for Industry - \$38,500.00

3.5 Activities to be undertaken to promote the objectives of the health and safety legislation that will deliver benefits for community

ACTIVITIES (outline the activity and the expected outcomes)	COSTS(\$)	TIMEFRAMES
Donations of \$5,000 to St John and Rescue Helicopter	\$10,000.00	1 month
Pay for SiteSafe or similar approved organisation's expenses to attend and run a stall at the Oamaru A&P show in 2019 as well as arrange a speaker on a health and safety topic.	\$3,500.00	1 year

\$15,000.00 6 month

Provide funding for a health and safety radio / digital campaign targeting trade workers with the content to be approved by WorkSafe

Total estimated cost of benefits for the community - \$28,500.00

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

Plunket Electrical Oamaru 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	\$10,300.00

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

Plunket Electrical Oamaru 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

3.8.1

Plunket Electrical Oamaru Limited acknowledges there is a formal documented HSMS acceptable to WorkSafe that satisfies the principles of AS/NZS 4804:2001 Occupational health and safety management systems – General guidelines on principles, systems and supporting techniques

3.8.2

Plunket Electrical Oamaru Limited commits to ensuring that the HSMS remains compliant with AS/NZS 4804:2001 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

3.9.1

Plunket Electrical Oamaru Limited

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

3.9.2

Plunket Electrical Oamaru Limited

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

3.9.3

Plunket Electrical Oamaru Limited

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

3.9.4
Plunket Electrical Oamaru Limited
acknowledges that costs associated with these audits will be met by
Plunket Electrical Oamaru Limited
as part of the undertaking

3.9.5
Plunket Electrical Oamaru Limited
commits to ensuring the HSMS will be audited against criteria that meets the principles

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

3.9.6
Plunket Electrical Oamaru Limited
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

3.9.7
Plunket Electrical Oamaru Limited
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

Plunket Electrical Oamaru Limited
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

Plunket Electrical Oamaru Limited
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

Plunket Electrical Oamaru Limited
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

3.12.1
Plunket Electrical Oamaru Limited
commits to a minimum spend of
\$112,438.59
for this undertaking.

3.12.2
Plunket Electrical Oamaru 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.

3.12.3
Plunket Electrical Oamaru Limited
Acknowledges the minimum spend comprises of the:

TOTAL COST	MINIMUM SPEND (\$)*
Financial amends paid to victims (if applicable)	\$14,898.59
Benefits to workers / others	\$20,240.00

Benefits to industry	\$38,500.00
Benefits to community	\$28,500.00
WorkSafe's recoverable costs	\$10,300.00
Estimated cost of the undertaking	\$112,438.59

*** plus GST (if any)**

Section 4: Execution

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

DIRECTOR OR AUTHORISED REPRESENTATIVE OF A COMPANY

Undertaking given by-

Mark Rawson and Kelly O'Driscoll

In my own right and in my capacity as -

Director

Of -

Plunket Electrical Oamaru Limited

On the -

24/4/2018

Signature of person:

Mark Rawson

Kelly O'Driscoll

Undertaking given before me -

Witness Name

Amanda Keen

Witness Signature

Witness Address

Section 5: Acceptance

This undertaking is accepted by WorkSafe

On the [3rd, 12th, 22nd, etc] day of [Month], [Year]

Signature of person accepting the undertaking:

27/4/18

Name of WorkSafe representative:

Simon Humphries

General Manager, WorkSafe (or delegate)