

ADAPTIVE
health and safety



Coach and Consultant Contract for Service

ADAPTIVE HEALTH & SAFETY LTD

VERSION 2.0, 11TH OCTOBER 2024

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Amendments Table:

Versions & Drafts	Content Change and Reason for Change
DRAFT Version 1 24 th June 2020	Original Document Format based on Adaptive HS Ltd -Quality, Health, Safety and Environment Management System
Version 1 DRAFT 6/11/2023	Created A Gilmour
Version 1.2 27 th August 2024	Bronwyn Updated
Version 2.0, 11 th October 2024	Bronwyn removed Code of conduct and added content to the Engagement intent

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BACKGROUND

Adaptive Health and Safety Limited adds value to New Zealand businesses by helping them navigate their health and safety responsibilities. We have experience in a range of industries and help businesses by relying on their own knowledge along with regular networking with trusted safety, health and well-being specialists and colleagues to provide skills outside our area of expertise.

Bronwyn is a member of the New Zealand Institute of Safety Management (NZISM). This body is a member of the Health and Safety Association of New Zealand (HASANZ) that requires members to participate in continual professional development to meet national standards.

The Health and Safety at Work Act 2015 (HSWA) enforced in 2016, created the definition of a Person Conducting a Business or Undertaking (PCBU) and defined their responsibilities. These responsibilities are significant and are relevant for self-employed individuals, employers and employees.

There are risks of all kinds in any business including harm to life and limb. Part 2 of HSWA details duties to manage health and safety risks as copied here in italics:

30 Management of risks

(1) A duty imposed on a person by or under this Act requires the person—

(a) to eliminate risks to health and safety, so far as is reasonably practicable; and

(b) if it is not reasonably practicable to eliminate risks to health and safety, to minimise those risks so far as is reasonably practicable.

There is a need for everyone to understand the risks involved in their activities and how likely that harm might occur and how harm can be reduced. Adaptive Health and Safety groups these by subject area, into Critical Risk Areas. Look these up here [Resources | Adaptive Health and Safety \(adaptivehs.nz\)](https://www.adaptivehs.nz/resources). Part of this is putting a plan in place so your management of the risks can be repeated and improved without having to re-invent the wheel!

It is important to emphasise it is the PCBU's responsibility to know about and manage all the risks of a business operation. Adaptive Health and Safety Limited can help you with that but it is not possible for anyone including self-employed individuals, employers and employees to **contract out** of their responsibilities under this Act. Part 2 of HSWA details this as copied here in italics:

31 Duties not transferable *A duty imposed on a person by or under this Act may not be transferred to another person.*

Therefore, Adaptive Health and Safety Limited does not and cannot accept any responsibility for your obligations under the HSWA. It is up to you to meet your own obligations or duties as a Person Conducting a Business or Undertaking (PCBU) under the HSWA and operate your health, safety system to meet those.

We will refer you to qualified specialist for advice where the needs of the business are outside our scope of work outlined on our website and in this agreement. We are NOT Lawyers and will refer you to their services when required.

ENGAGEMENT & INTENTION for the WORK

Welcome to working with Adaptive Health & Safety Ltd! We are delighted to work with you and are committed to providing the highest level of service. To ensure a collaborative and successful partnership, we request your agreement to the following expectations. By adhering to this agreement, we aim to foster a positive and productive working relationship that benefits both parties. If you have any questions or concerns about these, please feel free to discuss them with our project management team. We look forward to a successful working relationship.

1. Project Overview:

1.1. **Project Title:** Health and Safety Coaching and Consulting in New Zealand

1.2. **Client:**

1.3. **Consultant:** Adaptive Health and Safety Limited -Bronwyn Campbell (HS Coach -MD)

Team: Auriette Gilmour HR Coach / HS, Gabrielle Berger Sidwell HR / HS Support, Navarre Campbell IT /System Support

1.4. **Project Duration:** 27th August 2024 to [End Date] **To be discussed*

1.5. **Location:** Nationwide coverage within New Zealand

1.6. **IT System Access:** Remote access, HS System access etc..

1a. Additional projects work available by AdaptiveHS:

Environmental Assurance Requirements: review existing situation, develop policies, add this to existing health and safety policies and procedures.

Quality Assurance Requirements: review existing situation, develop policies, add this to existing health and safety policies and procedures.

General Human Resource support: review existing situation, onboarding new employees, performance reviews and meetings, checking employment contracts, policies, and coordination of administration.

2. Objectives:

A. Develop and implement strategies to improve health and safety compliance.

a. Engage in collaborative decision-making processes, valuing the input and expertise of both your team and our consultants.

b. Communicate openly about expectations, constraints, and potential challenges to enable effective problem-solving.

B. Upskill workers via training and awareness programs

C. Additional Objectives as agreed

i. Environment:

ii. Quality:

iii. Employment:

3. Scope of Work:

3.1. Conduct an initial assessment of the client's existing health and safety policies and procedures.

3.2. Identify specific areas of improvement and potential risks.

3.3. Develop a customized health and safety plan tailored to the client's industry and business operations.

3.4. Provide training sessions for employees on health and safety best practices.

3.5. Conduct regular site visits to assess and monitor the implementation of the health and safety plan.

3.6. Review and update documentation to ensure compliance with New Zealand health and safety regulations.

3.7. Provide ongoing support and guidance to the client throughout the project duration.

4. Deliverables

- 4.1. Health and safety review report.
H&S Status Report
H&S Governance Report
- 4.2. Customized health and safety plan.
- 4.3. Employee training materials and records.
- 4.4. Regular progress reports.
- 4.5. Updated health and safety documentation.
- 4.6. Add in any other items from 1a. Additional Scope
 - i. Environment: Conduct an initial assessment
 - ii. Quality: Identify specific areas
 - iii. Human Resources: Current Performance issues, Culture check
- 4.7. Final project / or ongoing report summarizing improvements and recommendations.

5. Timeline

- 5.1. Kick-off Meeting: 27th August 2024
- 5.2. Initial Assessment: [Date - Date]
- 5.3. Plan Development: [Date - Date]
- 5.4. Training Sessions: [Date - Date]
- 5.5. Ongoing Support and Monitoring: [Throughout the project]
- 5.6. Final Report Submission: [Date]

6. Urgency

- 6.1. If you ask us to do your work urgently we will tell you whether or not this is possible or necessary.
- 6.2. Doing work urgently may mean allocating additional staff and/or resources to it. Consequently, our charges may increase.
- 6.3. In exceptional cases when we observe something that may need immediate actions, we will advise you of the situation and action your decision accordingly.

7. Budget

- 7.1. The budget for this project is [Specify the budget].
- 7.2. Any additional expenses must be pre-approved by the client.

8. Reporting and Communication

- 8.1. Regular progress meetings will be scheduled [Specify frequency].
- 8.2. The consultant will provide written progress reports after each phase.
- 8.3. Immediate notification of any critical health and safety issues.
- 8.4. Foster transparent and open communication between your team and our consultants. This includes any contact details if they change.
- 8.5. Share all relevant information and insights to facilitate a comprehensive understanding of your needs and challenges.
- 8.6. Report any potential conflicts of interest promptly to each party and take appropriate measures to address and mitigate such

9. Evaluation

- 9.1. The project will be evaluated based on the successful implementation of the health and safety plan.
- 9.2. Key performance indicators will be established to measure the effectiveness of the project.
- 9.3. Provide constructive and timely feedback on our consultants' performance during the engagement.
- 9.4. Collaborate with us in periodic performance evaluations to ensure continuous improvement and alignment with your business goals.

- 9.5. Encourage knowledge transfer and collaboration to maximize the long-term benefits of the consulting engagement.
- 9.6. Support opportunities for professional development and growth for both your team and our consultants.

10. Professional Boundaries

- 10.1. Treat our consultants with courtesy and respect, recognizing their expertise and commitment to delivering quality results.
- 10.2. Provide a conducive and professional working environment for our consultants during on-site engagements.

TERMS OF ENGAGEMENT

In these Terms of Engagement ("Terms") we have used "we", "us", and "our" to refer to Adaptive Health and Safety Limited and "you" to refer to our Client. References to "us" include our employees, contractors and agents.

By requesting the services outlined on page 5 of the Proposal from us ("Scope of Work"), you agree to these Terms to the exclusion of your terms (if any):

1. Performance

- 1.1. We will:
 - 1.1.1. perform the Services with reasonable skill, care and diligence in a professional manner;
 - 1.1.2. endeavour to ensure that the Services are performed in accordance with any time frames agreed in writing with you;
 - 1.1.3. liaise with you during the course of performing the Services in accordance with your reasonable requirements.
- 1.2. You will give reasonable assistance to enable us to perform the Services by:
 - 1.2.1. giving clear instructions;
 - 1.2.2. promptly providing any information or content required from you for us to complete the Services;
 - 1.2.3. ensuring that the Services and products derived from them are fit for the purpose you intend to use

them for and meet any appropriate statutory, regulatory, governmental and industry and environmental controls, standards or practices.

- 1.3. If we have given you a time frame for completion of the Services, unless agreed in writing to the contrary such time frame is approximate only and is not deemed to be of the essence of the contract.

2. Force majeure

We shall not be liable for delay or failure to perform the Services if the cause of delay or failure is beyond our control.

3. Payment terms

- 3.1. Payment for the Services (and any associated expenses and disbursements) is due 14 days following the date of our invoice except where we have agreed in writing that other terms shall apply ("the Due Date").
- 3.2. If you do not make payment on the Due Date, you are in default and must pay default interest at the rate of 10% per annum, which shall accrue on a daily basis on the total amount outstanding from the Due Date to the date of payment in full.

- 3.3. Notwithstanding clause 3.2, if payment is outstanding for 7 days from the Due Date, we may suspend performing the Services on credit until the date of payment in full (subject always to clause 3.4). You must pay in cash for any Services done by us until payment is made in full (together with any accrued interest).
- 3.4. We may notify you at any time that we have ceased to carry out the Services on credit. This cessation does not relieve you for amounts owing up to the date on which the contract is terminated.
- 3.5. Payment of all money shall be without set-off or deduction of any kind.
- 3.6. You agree to pay our reasonable disbursements incurred in connection with provision of the Services including travel costs at \$1.25/km plus GST for any travel beyond a 20km radius from our office at Fraser Road, Central Southland.

4. Indemnity and Liability

- 4.1. All reports prepared as part of the Services are based on information gathered at a point in time and a sample of activities and thus any reporting is limited to that snapshot of information and is not a representation of the whole business operation of the Client. Therefore, neither we nor our employees accept any legal responsibility for the reliability, accuracy or completeness of such reports. Nor do we accept any liability of any kind whatsoever, including liability for reason of negligence, to any person for losses incurred as a result of placing reliance on such reports.
- 4.2. You shall indemnify us against all costs, claims, demands, expenses and liabilities of whatsoever nature however caused or arising which is brought by any person in connection with any matter, act, omission, or error by us, our agents or employees in connection with the Services. This

includes without prejudice to the generality of the foregoing, claims for death, personal injury, damage to property and consequential loss (including loss of profits) which may be made against us or which we may sustain, pay, or incur as a result of or in connection with the supply of the Services unless such cost, claim, demand, expense or liability shall be directly and solely attributable to our negligence.

- 4.3. Except to the extent that the law prevents us from excluding liability we shall not be liable for any loss or damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by you or another person and whether in contract, or tort (including in negligence), or otherwise and whether such loss or damage arises directly or indirectly from Services provided by us to you.
- 4.4. To the extent that we are liable for any reason for any loss suffered or liability incurred by you arising from any breach of these Terms or for any other reason, such liability shall be limited to the total price payable for the Services.

5. Warranties

- 5.1. The Consumer Guarantees Act 1993 ("CGA"), the Fair Trading Act 1986 ("FTA"), and other statutes may impose warranties, conditions or obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded. We exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.
- 5.2. Where you acquire goods and/or services from us for the purposes of a business:

5.2.1. the parties acknowledge and agree that:

- (a) you are acquiring the goods and/or services covered by these Terms for the purposes of a business in terms of sections 2 and 43(2) of the CGA;
- (b) the goods and/or services are both supplied and acquired in trade from the purposes of the FTA and the parties agree to contract out of sections 9 (Misleading and deceptive conduct generally), 12A (Unsubstantiated representations), and 13 (False or misleading representations); and

5.2.2. you agree that all warranties, conditions, and other terms implied by the CGA or sections 9, 12A, and 13 of the FTA are excluded from these Terms to the fullest extent permitted by law and the parties further acknowledge and agree that it is fair and reasonable that the parties are bound by this clause.

6. Intellectual Property

- 6.1. In these Terms "Intellectual Property" includes all intellectual property rights (including without limitation copyright, patent and design rights, drawings, documents, data, ideas, procedures and calculations).
- 6.2. In respect of Intellectual Property used in or arising from the performance of the Services:
 - 6.2.1. all pre-existing Intellectual Property the subject of an Intellectual Property right resides with the owner as at the date of these Terms (whether you or us);
 - 6.2.2. any new Intellectual Property will be dealt with in accordance with clauses 6.3 to 6.5 (inclusive).

6.3. Subject to clauses 6.2.1 and 6.5 we are and will remain the exclusive owner everywhere in the world of all Intellectual Property rights and interests (including copyright and all other statutory and common law rights and interests) in any documents prepared by us for you, as first owner of those Intellectual Property rights and interests.

6.4. We shall retain exclusive worldwide ownership at all times of our artistic styles, methods of working, techniques, ideas, skills and know-how.

6.5. Upon payment of all amounts owing to us in accordance with these Terms, we assign to you the copyright in the final form of any documents which we have specifically created for you in New Zealand and for the purposes as specified in the description of the Services, or if not specified, for the purposes which would be reasonably expected in light of the nature of your request for the Services.

7. Privacy of Information

You authorise us:

- 7.1. to collect, retain and use information about you from any person for the purpose of assessing your creditworthiness;
- 7.2. to disclose information about you:
 - 7.2.1. to any person who guarantees, or who provides insurance, or who provides any other credit support, in relation to your obligations to us;
 - 7.2.2. to such persons as may be necessary or desirable to enable us to exercise any power or enforce or attempt to enforce any of our rights, remedies and powers under these Terms.

8. Confidentiality

You shall at all times treat as confidential all non-public information and material received from us (including any new Intellectual Property and prices) and shall

not publish, release, or disclose the same without our prior written consent.

9. Confidentiality and Data Security:

- 9.1. Safeguard sensitive information shared by our consultants and ensure compliance with confidentiality agreements.
- 9.2. Establish and communicate any specific data security protocols that our consultants must follow while working with your organisation.
- 9.3. We will keep a record of all material documents we receive or create working for you on the following basis:
 - 9.3.1 we may, at any time, keep a document electronically and destroy paper originals (this includes any original documents you give to us unless you tell us you do not want them to be destroyed, in which case, we may return the originals to you once we have made an electronic copy).
 - 9.3.2 we may, at any time, dispose of documents that are duplicates, do not contain substantive information, or belong to us; and
 - 9.3.3 if you ask us to provide documents to you or another person, we are obliged to retain copies of those documents, but we may do so for our own records.

10. Costs

You must pay our costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of our rights, remedies and powers under these Terms.

11. Governing law/jurisdiction

These Terms will be governed by and construed in accordance with the laws of New Zealand and the parties agree to submit to the exclusive jurisdiction of the New Zealand Courts for any disputes or proceedings arising out of or in connection with these Terms.

12. Termination

- 12.1 Either party may terminate these Terms by giving two weeks written notice to the other party.
- 12.2 At any time, we may decide to stop working for you, reasons may include but are not limited to, if you:
 - 12.2.1 do not provide us with instructions promptly;
 - 12.2.2 have not arranged finance;
 - 12.2.3 are unable to, or do not, pay our fees as agreed; or
 - 12.2.4 are misleading; or
 - 12.2.5 give us instructions that require us to breach any professional obligation, or mislead or deceive us in a material respect; or
 - 12.2.6 do any act or omission that we deem gives us good cause to stop working for you.

13. Survival

The provisions of this clause 13 and of clauses 4 (Indemnity and Liability), 6 (Intellectual Property), 8 (Confidentiality), 10 (Costs) and 11 (Governing law/jurisdiction) of these Terms and any other provision which by its nature is intended to survive the termination or expiration of these Terms will survive the termination or expiration of these or completion of the Services.

14. Independent Contractor Capacity

In providing the Services under this agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for services.

Right of Substitution: The consultant may, at the absolute discretion of the Consultant, engage a third-party sub-contractor to perform some or all of the obligations of the Consultant under this agreement and the Client will not hire or engage a third party

to assist with the provision of the services.

15. Resolution of Issues & Accolades:

- 15.1 Address concerns or disputes promptly and in a collaborative manner, with the aim of finding mutually agreeable solutions.
- 15.2 Notify Adaptive Health & Safety Ltd of any issues that may impact the successful completion of the engagement.
- 15.3 We are committed to providing

- services of the highest professional standards.
- 15.4 We will deal with any complaints promptly and fairly.
- 15.5 Please contact us straight away if you have a question about an account or if you are unhappy with any other aspect of our work.
- 15.6 Please let us know if you have been particularly happy about any aspect of our work as we like to pass these accolades and compliments to our team. We will ask before posting any of your reviews in our marketing materials.

SIGNATURES

If the information in this document is acceptable to you then please sign below and return a copy of this document to Adaptive Health and Safety Ltd. You will be bound by this agreement if you either return a signed copy to us or verbally or by email instruct us to provide the service indicated.

Client's Business Name	
Client's Business Location	
Client's Main Contact Person	

Client Signature

Date:

Bronwyn Campbell,

Date:

Adaptive Health & Safety Ltd Signature

