

OnFarmSafety New Zealand
127 Broadway North
Stratford 4322

Thank you for choosing OnFarmSafety New Zealand (OFSNZ) as your Rural Health and Safety Provider. We look forward to supporting you along your Health and Safety journey.

Muir Enterprises Limited trading as OnFarmSafety New Zealand Products, Services and System Specification

ONLINE HEALTH & SAFETY MANAGEMENT SYSTEM

- Access to and rights to use our Online Health and System management tool
- Accessible by team members authorised by you
- Supported by Kiwi based helpdesk
- Compatible with our other services and packages

We provide our clients with a digital platform to manage their Health and Safety. Any monthly subscription fees payable must be paid at the start of each period. To ensure it is fully utilised we recommend that an Audit is carried out initially.

LIFESTYLE/LEISURE ACCOMMODATION

- Consists of the provision by OFSNZ of a condensed version of our Health and Safety Manual Folder Only. No Employment/Training/Contractors sections – basic folder only. Modules for these can be purchased separately.
- Gate Entrance Sign at a discounted price.
- We recommend as an addition the purchase of Monthly Support (for a minimum of 6 months).

APICULTURE PACKAGE

- Consists of the provision by OFSNZ of our basic Health and Safety Manual Folder.
- Module 1 On Farm/Hive Sites, Module 2 Bee Keeping, Module 3 Honey Processing can be purchased individually when a manual is purchased.
- We recommend as an addition the purchase of Monthly Support (for a minimum of 6 months).

SMALL HOLDERS PACK (under 200 acres no employees and limited equipment)

- Consists of the provision by OFSNZ of our basic Health and Safety Manual Folder Only.
- We recommend as an addition the purchase of Monthly Support (for a minimum of 6 months).

SMALL CONTRACTORS PACK (Sole Operator/No Employees)

- Consists of the provision by OFSNZ of a condensed version of our Contractor's Health and Safety Manual x2 (1 folder and 1 stapled version, vehicle copy without MHL in plastic sleeve).
- Environment Acknowledgement Duplicate Pads x 2.
- Emergency Sticker x 1.
- We recommend as an addition the purchase of Monthly Support (for a minimum of 6 months).

CONTRACTORS PACK (Operator with Employees)

- Consists of the provision by OFSNZ of a condensed version of our Contractor's Health and Safety Manual x2 (1 folder and 1 stapled version).
- Vehicle booklets x 3 copy without MHL in plastic sleeve.
- Environment Acknowledgement Duplicate Pads x 2
- Emergency Sticker x 2

- We recommend as an addition the purchase of Monthly Support (for a minimum of 6 months).

BASIC FARM PACKAGE

- Consists of the provision by OFSNZ of our Health and Safety Manual Folder Only.
- We recommend as an addition the purchase of Monthly Support (for a minimum of 6 months).

Both the Contractors Pack and the Basic Farm Package are individualised paper based manual that requires the client to complete and implement. Quoted price. Monthly Support charged separately should the client choose to engage us to provide this (recommended).

STANDARD PACKAGE

- Consists of an Audit Package and the Basic Farm Package
- Includes up to 1 hour of support to assist with COC and Basic Rules
- We recommend as an addition the purchase of Monthly Support for a minimum of 6 months).

This package consists of an OFSNZ Health and Safety compliance audit and includes a paper based manual which contains the findings of the Health and Safety Audit and requires the client to implement. Quoted price. Monthly Support charged separately should the client choose to engage us to provide (recommended).

AUDIT

- Full practical and written OnFarmSafety NZ Audit complete with Overall Rating, master hazard list and recommendations around risk control actions.
- Optional Monthly Support Package (minimum 6 months)

This package includes a paper based report which contains the findings of the Health and Safety Audit. The overall rating states level of compliance and risk factor of accident occurring as sighted on the day of audit only. The recommendations provide guidance of systems client needs to develop and suggested actions to become compliant and risk factors are eliminated or minimised. Quoted price. Monthly Support charged separately should the client choose to engage us to provide (recommended).

PREMIUM PACKAGE

1 – 4 EMPLOYEES

- Audit Package
- OnFarmSafety NZ Health and Safety System.
- Includes up to 1 hour of support to assist with COC and Basic Rules
- Gate Entrance Sign x 1
- OnFarmSafety NZ Health and Safety Staff Facilitation (Maximum 3 hours)
- Recommend Monthly Support Package (minimum 6 months)

PREMIUM ELITE PACKAGE

5+ EMPLOYEES

- Audit Package
- OnFarmSafety NZ Health and Safety System.
- Includes up to 1 hour of support to assist with COC and Basic Rules
- Gate Entrance Sign x 1
- OnFarmSafety NZ Health and Safety Staff Facilitation. (Maximum 4 hours)
- Recommend Monthly Support Package (minimum 6 months)

The Premium Package and Premium Elite Package consists of a full OFSNZ Health and Safety compliance audit and include a paper based manual which contains the findings of the Health and Safety Audit. The overall rating states level of compliance and risk factor of accident occurring as sighted on the day of audit only. OFSNZ Health and Safety System is provided for implementation by client to become compliant, once risk factors are eliminated or minimised. Staff facilitation teaches the employees the implemented OFSNZ Health and Safety System, and their rights and responsibilities. Quoted price. Monthly Support charged separately should the client choose to engage us to provide (recommended).

SUPPORT VISITS

- All reasonable assistance with Procedures, Policies and Code of Conduct queries relating to Health and Safety.
- All reasonable assistance with casual and permanent workers in relation to Health and Safety in the workplace.
- All reasonable assistance to educate you and your workers how to identify hazards and implement risk controls.
- Emails / Phone calls.
- Templates at extra charge.
- Any other reasonable Health and Safety support required.

Client may engage OFSNZ to provide support on any aspect of Health and Safety. This can be in conjunction with other services and systems or on a separate as needed basis. All support is charged at an hourly rate specified in our contract with you.

TEAM / STAFF FACILITATION PACKAGE

- In conjunction with an OnFarmSafety package.
- Team/Staff Facilitation Meeting. (1-4 staff maximum 3 hours, 5+staff maximum 4 hours)

Staff facilitation teaches the employees the implemented OFSNZ Health and Safety System and their rights and responsibilities. Recommended in conjunction with our packages, however available as a standard alone service. Price varies with number of employees.

GOVERNANCE & GUIDANCE ADVICE

- Provide governance and guidance.
- Board and Directors assistance with Health and Safety Legislation and Compliance.

Facilitate and discuss health and safety at a Governance and business ownership level. We explain levels of responsibilities, both collectively and individually with an organisation. Price to be quoted.

SNAPSHOT REVIEW

- A concise “snapshot” review of any existing Health and Safety system (either OFSNZ or another system).
- Checklist indicating areas of compliance and those requiring implementation.
- Immediate and concise feedback with brief comments made on each key area.
- 1 hour duration.

ANNUAL REVIEW

- A review of all current Health and Safety policies and practices.
- Review of the year’s incidents and accidents.
- Assist with OnFarmSafety and Health planning for 12 months.
- Maximum of 3 hours.

We provide clients with an annual review of their procedures and systems. Provide feedback on whether still compliant or actions required to become compliant. Includes legislation changes that may have occurred during the last twelve month period or are about to be implemented in the next twelve month period. Charged at quoted price.

OnFarmSafety New Zealand reserves the right to make changes to any of our services and systems, withdraw or replace any of our services and systems as we see fit and to do so without notice or explanation.

OnFarmSafety New Zealand reserves the right to decline any request to provide any services or systems to anybody at any time as we see fit.

Muir Enterprises Limited trading as OnFarmSafety New Zealand Terms and Conditions

This document provides the general terms and conditions which apply to all goods and services provided to you.

You, your business or company (including all employees) and agents will be bound by the terms and provision of this agreement and all applicable laws when accessing, copying or using any of our goods and services, regardless of their tangible, intangible, electronic or digital format, and whether obtained from us directly, indirectly or through an authorised or unauthorised third party.

Changes and updates to our terms and conditions, or Specifications may occur without notice. We will keep the Terms and Conditions, and Specifications up to date on our website as changes are required to be made for various reasons. Any changes will apply to all goods and services we supply from the date on which those changes are notified or published on our website. It is your responsibility to review and check whether any changes have been made from time to time.

1. Definitions:

Base Agreement: means either the written Agreement for Services or the Online Agreement for Services entered into by you with OFSNZ.

Goods – any item that is purchased through our online system, whether from our premises, or from our representatives, and whether a stocked item or specifically requested by you.

OnFarmSafety New Zealand (OFSNZ) - is a registered trademark and the trading name owned and used by Muir Enterprises Limited.

Our - means Muir Enterprises Limited trading as OnFarmSafety New Zealand

Services - Offered by OFSNZ from time to time and described in the Services Specification

Systems - as created and developed by OFSNZ and offered as per the Services Specification.

You includes your business entity, partners or company (including all employees), agents and any other persons authorised to act on your behalf or in an advisory capacity.

2. Limitations

Where we agree to provide, at your request (verbal or written), specified goods, services and systems (including both paper based and digital) that relates to your specific requirements, this will be given in good faith for the intended purpose of use based on the specifications and information you supplied at the time. We shall not be responsible or liable for any costs or losses or claims or expenses incurred due to the incompleteness or inaccuracy of any specifications and or information you supplied when requesting that we provide or develop goods, services or systems or where any such goods services and systems have not been used for their intended purpose or in accordance with any advice or instruction from us.

Where we agree to provide, at your request (verbal or written), specified goods, services and systems (including both paper based and digital) that relates to your specific requirements, this will be given in good faith based on the legislation and case law at the time. We shall not be responsible or liable for any costs or losses or claims or expenses incurred for changes in legislation, policy or created by case law after the specified goods, services and systems have been supplied.

If notwithstanding any other provision of this Agreement we are found liable to you for any reason, the maximum amount we shall be liable to pay you in respect of your total costs, losses, expenses and damages for a claim or series of related claims shall be limited to the amount of the fees you paid to us for the Goods and/or Services giving rise to the claim(s) in the 12 months immediately prior to the claim(s). We shall not under any circumstances be liable for any indirect, consequential or special costs losses expenses or damages including claims for lost profit

3. Disclaimer of liability for use of or reliance on OFSNZ website

Our website and its components are offered for informational purposes only. Our website and the information it offers is of a broad and general nature only and OFSNZ shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via OFSNZ website, and shall not be responsible or liable for any error or omissions in that information. You should not rely on any such information without seeking specific advice from OFSNZ.

OFSNZ shall not be responsible or liable for any cost, loss claim or expense that has resulted from directly or indirectly using this site without express and formal consultation with us. This includes any reliance or use of blogs, comments, tips or advice provided on our website.

We shall endeavour to make this site and its components available as much as is practicable to do so, however we shall not be responsible or liable for any cost loss claim or expense incurred that results from this site, its components or other websites linked to this site being interrupted, delayed, impairment of functionality, lack of operational or availability of our or any linked sites, exposure to or transmission of any computer virus, internet access difficulties to our site or linked sites, or malfunction in equipment or software.

Any access to or use of our website will be subject to the provisions of this Agreement including these Terms and Conditions – irrespective of how you arrived at the website. If you access our website via a third party website or access a third party website via our website you agree that we will not be responsible or liable in any way for any losses costs claims or expenses that result from any virus or corruption or malware or similar event (if any) that occurs while doing so.

4. Use of our Intellectual property

All forms, documents, agreements, services, systems or user guidelines (“Documents”) we supply, will remain the exclusive property of Muir Enterprises Limited trading as OnFarmSafety New Zealand Limited, and are protected by copyright and other intellectual property laws therefore cannot be used or copied by anyone, in any format without obtaining our prior written consent.

When you purchase a Document or Services from us you are granted a limited, non-exclusive non-transferable licence to use or modify the Document or use the Services for your business use, where you, or the business you work for is a party to the intended transaction, or you are a professional advisor, consultant or agent and one of the intended parties is a direct client in advisory or agency capacity. You are not authorised to use the Document or Services purchased for one business in any other capacity including in respect of any other business – whether operated by the same legal entity or otherwise.

You may not copy, modify, publish, transmit, transfer or sell, create derivative works from, distribute, display, or in any way commercially exploit any of the content of the Document or Services, in whole or in part other than as is expressly permitted. It is a condition of your use of any

Document or Services that you preserve our copyright notice as far as reasonably possible at least once on the Document or any other physical representation of our work.

5. Termination for misuse

We reserve the right to terminate our agreement with you and prevent further transmission to you, or your use of any of the documents or services from our site or paper based systems, if you breach these terms and conditions.

6. Advertisements

Any advertisements located on or attached to this site or within our paper based systems will be the total responsibility of the advertiser or their agents.

We do not take any responsibility or liability for any claims, offers or quality of the goods and services offered by the advertisers. Any complaints, demands or legal action needs to be addressed directly to the advertiser or their agents.

7. Governing Law

The terms, conditions and the provisions of goods and services by us are governed by and to be interpreted in accordance with laws in force in New Zealand and in the event of any dispute arising in relation to these terms and conditions of use or their subject matter irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of New Zealand over such disputes.

8. Third party digital platform and systems

Where we have an agreement for our intellectual property and/or systems to be hosted on a third party's digital platform, we will provide notice of any such arrangement in our Letter of Engagement.

Any participation, by you, in the use of our intellectual property and/or systems on a third party's digital platform, signifies you agree and accept to be bound by both our and their terms and conditions of use.

In the event that the Third Party, through their terms and condition of use, require that users pay and hold a licence for the use of their digital platform, we will do so on your behalf, unless otherwise stated. Any associated costs for this licence will be on charged to you as the end user as part of our overall fees for providing you access to this system and service.

Fees for initial stated period will be due for payment at time of sign up with subsequent period fees paid on the first day (or anniversary as the case may be) of every proceeding period. Example: Monthly periods therefore sign up on 10th March, next payment due on 10th April and so forth.

Late and non-payment of these fees may result in you being denied access to these services and systems, until all outstanding debt is paid in full and will leave you liable to default interest and collection costs all as detailed in the Base Agreement.

9. Privacy and confidentiality

We are committed to ensuring the privacy of your information. We understand how important the privacy of your personal and or business information is to you.

Should we change our privacy and confidentiality statement, all changes will be posted to this section of our terms and conditions or, if posted elsewhere, a reference to where those changes can be found.

Forms of information that we may collect are:

- 1) **Personal information** provided voluntarily when you complete any of our forms (paper or digital), enter a competition, complete a survey, a request or sign up for any of our goods, services or systems, emails, text or from any other form of communication with us. This may include, but not limited to your name address, telephone numbers, email address, social media addresses and other such information you provide to us.
- 2) **Technical information** that identifies the computers or devices that have accessed the OFSNZ website and the manner which in you used them. This may include, but not limited to IP address; cookie, device and information provided when you connect to OFSNZ sites or domains
- 3) **Usage of information** regarding your activities on our OFSNZ sites or domains. This may include, but is not limited to date and times of visits, pages visited, advertising and other interactions with OFSNZ tools, services and systems.
- 4) **Photographic** when providing you with services that you have requested from us, there may be a requirement for reporting reference purposes to take photographic images, whether on a digital device or by other methods. We will always advise you when this will occur and you have the right to limit or decline our request. Any photographic images taken will only be used in reports supplied to you. We will not make these images available publicly or to any third party, unless you grant us prior permission or, we are required to or permitted to so by law.

10. How we may use this information:

We may use this information we collect, including your personal information, for the purposes of providing goods, services or systems that you have requested, either verbally, written or online; to provide, personalise or improve your experience with OFSNZ; to measure the interest in various goods, services and systems OFSNZ offers from time to time and to evaluate our performance and improve the usefulness of our goods, services and systems. In the event of system failure or disruption, fraud, dispute or extraordinary circumstances, activity logs specific to our online systems and or other third party providers may be analysed for troubleshooting purposes.

11. Disclosure of information

We may release information about you when required to or permitted by law.

We may also disclose information where you have authorised us to, or where disclosure is connected to the purpose for which it was collected – e.g. use of a third party's digital platform that we use to deliver our systems. You have the right to access this and correct this information subject to the provisions of the Privacy Act 1993. A fee may be charged.

We will not however, use your information for any purpose that does not relate to OFSNZ goods, services or systems, or for any purpose you would not reasonably expect us to use the information. For example, your information may be used by OFSNZ to enable us to make you offers of goods, services or systems that may enhance your relationship with us. It would be your decision to accept or decline such offers.

We may share the information we collect, with the exception of the photographic images, in an anonymous form with other strategic partners or a party who provides us support in the goods, services or systems we offer.

We do not sell or trade any information we have collected about you to any third party.

12. Guarantees and warranties

For clarity the provisions of this clause must be read in conjunction with the limitations of liability contained in clause 2 (unless such limitations are barred by the Consumer Guarantees Act).

OFSNZ excludes to the fullest extent possible all statutory, express and implied warranties, whether arising under the Consumer Guarantees Act 1993, Fair Trading Act 1986, Sale of Goods Act 1908 or elsewhere – unless such exclusion is prohibited by law.

If you are acquiring our goods or services for the purpose of a business you agree that the provisions of the Consumer Guarantees Act 1993, Sale of Goods Act 1908, and Fair Trading Act 1986 do not apply.

Without limiting the above we provide no guarantees and warranties for our goods, services and systems that you have accessed or obtained from an unauthorised third party or in an illegal manner or which have been modified by you or others in any way.

Without limiting the above we provide no guarantees, warranties and we shall not be responsible or liable for any costs, losses, claims or expenses incurred for goods, services and systems supplied that are not used for their intended purpose.

13. OnFarmSafety New Zealand intent as your Rural Health and Safety Provider

The goods, services, systems offered by OFSNZ, whether at our offices, through our website or by our representatives are intended for purpose of delivering and promoting Health and Safety that aims to meet your specifications within the Health and Safety at Work Act 2015 and other relevant statutes.

When appointing us as your Rural Health and Safety Provider a Letter of Engagement will need to be signed for our services and systems and returned to us, prior to us providing any of our services or systems.

OnFarmSafety New Zealand reserves the right to decline any request to provide any services or systems to anybody at any time as we shall determine and without explanation.

14. Ownership of Goods and Services

The ownership of all goods and services will remain with OnFarmSafety New Zealand until they have been paid for in full by you.

15. Terms of payment for our services and systems

Our charges for providing our services and system will be set out in our Letter of Engagement.

Our standard terms of payment is payment in full at the commencement of the agreement to provide our services and or systems. Any variance to this will be set out in our Letter of Engagement for our services and systems.

Should we agree to invoice you for our non-digital based services and systems, then payment is payable in full 14 days following. Overdue accounts will be subject to late payment fees as stated in our letter of engagement.

Payment for any digital based services and systems will be always be at the commencement of the agreement to provide our services and systems for the initial period and then on the first day of every period thereafter. Late and non-payment of these charges will result in you being denied access to these services and systems, until all outstanding debt is paid in full. Overdue accounts will be subject to late payment fees calculated as above.

Should you have any query in relation to an account you must contact our Office Administrator either by telephoning our Head Office (06 765 7710) or by email (office@onfarmsafety.co.nz). It is important that you contact us promptly when you become aware of this query

You accept and agree that you will be personally responsible for any costs (including administration fees and interest, legal fees, collection fees and court fees) incurred to recover from you, your company or the entity through which you engaged our services and systems for any outstanding monies or debt (in any from) owed by you to OSFNZ.

16. Security of information

It will be your responsibility to ensure that you, or those authorised by you (including all employees, agents and advisors) to whom you make your personal or business information available keep that information secure including any log on and account details or passwords. You are responsible for keeping your login information, including your email address and password, secret and secure. Without limiting the foregoing, you agree:

- a. not to permit any other person to use your user name for our system or a third party's system that OSFNZ uses to host our intellectual property and or systems; and
- b. not to disclose, or provide to any other person, your password, email address, date of birth or any other information in connection with your services that may allow them to gain access to your services; and
- c. When information is stored on your system you will be responsible for taking adequate measures to back up and store information appropriately and when held on any third party system that OSFNZ uses to host our intellectual property and/or systems. You will need to refer to the third party terms and conditions to determine responsibility for back up and storage. The backup of all information or loss of information will never be the responsibility of OSFNZ.

We shall not be responsible or liable for any costs or losses or claims or expenses that you incur or become liable for when you fail to secure or appropriately back up your information.

You or anyone authorised by you accessing the OSFNZ system take full responsibility to ensure that these systems are used appropriately and shall take every reasonable to prevent the introduction of viruses, malware, unlawful content or any form or level of damage that does or will affect the performance or availability of the systems, to OSFNZ and any of OSFNZ clients.