

OVERLAPPING DUTIES

Policies and Procedures



The Kind
Foundation™

Mō tātou katoa. For all of us.

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1 PURPOSE

The Kind Foundation is committed to the health and wellbeing of all those that visit, work at or with the organisation.

2 POLICY STATEMENT

The Kind Foundation will consult, co-operate with, and co-ordinate activities with goods and service providers, hirers, clients, independent contractors, visitors and other duty holders to ensure that all those that work at, or visit The Kind Foundation will be healthy and safe.

3 POLICY CONTENT

3.1 Clients

Clients are those people or organisations who use The Kind Foundation services that are directly supervised or involved with The Kind Foundation staff.

3.1.1 Client Screening

To help ensure the right people get onto the right activity or programme The Kind Foundation will consider:

- Current industry practice regarding who should participate in the type of activities The Kind Foundation offers
- Client expectations and needs
- Technical skill requirements
- Physical aspects such as fitness, age or disabilities
- Client participation parameters such as minimum age etc.
- Differences in language and culture

3.1.2 Client Information Collection

The type of information that that is gathered from clients will depend on a number of factors including:

- Risk level of the activity to be undertaken
- Relevant legislation, standards or codes of practice
- The type of service required i.e. Catering for clients is different from clients hiring a room, is different from clients undertaking an activity

For adventure activities and other high-risk activities, the following will be collected as a minimum:

- Medical conditions – including allergies and medications
- Emergency contact information

Depending on the activity to be undertaken the following may also be collected:

- Age
- Physical capability
- Technical skills e.g. swimming or any applicable prior experience or licenses
- Special dietary requirements

3.1.3 Informing Clients and Checking for Understanding

The following information will be made available to clients that are to undertake an adventure or high-risk activity:

- What the activity is and what it involves
- Physical and skill requirements
- The activity's inherent risks and how these are managed

- What safety equipment is provided and what to bring
- How to participate safely and what to do in an emergency

3.1.4 Checking for Understanding of Information

Client understanding of information will be checked, this will be undertaken using a variety of methods such as:

- Asking questions to confirm key information is understood
- Requiring clients to demonstrate essential actions
- Encouraging clients to read and acknowledge
- Observing client behaviour for signs of confusion or misunderstanding

3.1.5 Record Keeping

Records of the client screening and information process including client contact and medical information, completed waiver or disclaimer forms etc. will be kept by the departments that have responsibility for facilitating the relevant activity.

3.2 Goods and Service Providers

Goods and service providers are people or organisations that provide goods or services to The Kind Foundation.

The process given in Section 3.6 will be followed for all goods and service providers.

3.3 Independent Contractors

Independent contractors are people or organisations that provide goods or services on behalf of The Kind Foundation.

The process given in Section 3.6 will be followed for all independent contractors. Relevant induction processes given in the Safe and Healthy Staff: Engagement, Training and Competency policy should also be followed.

3.4 Hirers

Hirers are people or organisations that hire The Kind Foundation facilities to run their own programmes or services.

Health and safety obligations and expectations will be included in the hirer agreement.

At least one representative of the hirer will be advised of the emergency procedures, locations of emergency equipment, location and use of safety equipment, basic safety rules, hazard and risk controls, go and no-go areas and access and authorisation requirements relevant to the service being performed.

If the activities undertaken by the hirer(s) will involve moderate or high risks, then the same process as given in Section 3.6 will be undertaken.

3.5 Visitors

Visitors are people who either have no direct involvement with The Kind Foundation staff or The Kind Foundation, or only have a very short-term involvement with The Kind Foundation staff or The Kind Foundation.

If a visitor is to be involved in hazardous work, or they are visiting a site at which significant hazards exist (for example visiting a construction site) then the department responsible for that visitor should follow the same process as given in Section 3.6.

3.6 Consultation, Co-Operation and Co-Ordination

Consultation, co-operation and co-ordination will occur with all individuals and organisations that work with or for The Kind Foundation. The following risk assessment is used to indicate how comprehensive the consultation, co-operation and co-ordination process will be.

3.6.1 Risk assessment

The requirements for individuals and organisations will be based on the risks associated with the following:

- 1) The work task to be undertaken
- 2) The amount of time spent working on site
- 3) The frequency of the work
- 4) Other relevant factors

After these 4 areas have been assessed then the Assessment of Risk table is used to place the individual or organisation within **Tier 1**, **Tier 2** or **Tier 3**.

3.6.1.1 Associated Hazards and Risks

The categories given below should be used in conjunction with the Estimate of Consequence table (Appendix 3) to estimate the level of hazard and risk associated with the work (or activity) to be undertaken.

Insignificant to Minor (Level 1-2) - Associated with low-risk activities such as general visitors, transport and courier drivers, office work, consultants, office equipment repairers and serviceman. There is a low likelihood of harm if procedures are not followed.

Moderate (Level 3) - Associated with medium risk activities such as general tradesman repair activities, mechanical work, operating machinery such as tractors and mowers. There is potential for moderate harm.

Major or Catastrophic (Level 4-5) - Associated with high-risk activities such as restricted work requiring fall arrest systems, confined space entry, hazardous materials and any notifiable work under the Health and Safety at Work Act. There is potential for serious harm or death.

3.6.1.2 Planned Full Time Equivalent Hours (FTE)

Full Time Equivalent hours are calculated by the number of people on site (X) multiplied by the hours of work performed (Y) divided by 40 (number of hours in a working week) e.g., $FTE = X \times Y$. For example:

1. A cleaner works one day a week for four hours their FTE = 0.1,
2. A gardener works five days a week for six hours per day, their FTE = 0.8,
3. A team of three service engineers come once a month for eight hours each their FTE = 0.6,
4. An installation project requires five people over a 10-hour day, their FTE = 1.25.

3.6.1.3 Other Relevant Factors

There may be other factors that would move an individual or organisation from one tier to another. For example, a tradesman that is working with or supervised by The Kind Foundation staff member would potentially be consider at a lower tier that if they were working alone and unsupervised The Kind Foundation property. Factors may include:

- Working with or supervised by The Kind Foundation staff
- Working alone
- Working in or around The Kind Foundation clients

Assessment of Risk

5	1.0 and above					
4	0.8-1.0					
3	0.5-0.8					
2	0.2-0.5					
1	0.0-0.2					
Associated hazards and risks	FTE	Once a year or less	Every three to six months	Monthly	Weekly	Daily
		Frequency on site				

Note: If the level of associated hazard and risk is different from the level of FTE, then the highest level is used. For example, if the associated hazard and risk is level 4, but the FTE is between 0.2-0.5, then level 4 is used.

3.6.2 Tier Requirements

The below requirements state the minimum that is required to occur before an individual or organisation begins work for or with The Kind Foundation.

Tier 1:

Individuals or organisations that are at Tier 1 are deemed to pose a low risk. At this Tier, The Kind Foundation will require:

- Completion of relevant health and safety induction
- Sign in and out at site/programme reception (if relevant)

Tier 2:

Individuals or organisations that are at Tier 2 are deemed to pose a moderate risk. At this Tier, The Kind Foundation will require:

- Contractors Health and Safety Agreement signed. See Appendix 1: Providers Health and Safety Agreement
- Induction completed (Includes Risk Registers). See Appendix 2: Providers Health and Safety Induction Checklist
- Sign in and out at site/programme reception

Tier 3:

Individuals or organisations that are at Tier 3 consist of those that spend high number of man hours (either regular or short-term capital works) or perform notifiable or hazardous tasks on site. At this Tier, The Kind Foundation will require:

- Health and Safety documents provided by organisation or individual to The Kind Foundation for review, update or amendments
- Contractors Health and Safety Agreement signed. See Appendix 1: Providers Health and Safety Agreement
- Induction completed (Includes Risk Registers). See Appendix 2: Providers Health and Safety Induction Checklist
- Sign in and out at site/programme reception

3.6.3 Review

Any health and safety measures imposed for individuals or organisations will be reviewed annually.

4 DEFINITIONS

NA

5 RELATED DOCUMENTS

5.1 The Kind Foundation Documents

- Safety Management Plan

5.2 Legislation

- Health and Safety at Work Act 2015
- Health and Safety at Work Adventure Activities Regulations 2016

5.3 Standards and Codes of Practice

- Safety Audit Standard for Adventure Activities (Version 1.1)

5.4 Other

- NA

6 DOCUMENT CONTROL

6.1 Policy Owner

- Health and Safety Officer

6.2 Parent Policy

- Safety Management Plan

6.3 Date of Implementation

- June 2025

6.4 Review Date

- June 2025

6.5 Document Control Procedure

This document is considered a 'living document' and as such, regardless of the review date, this document remains relevant until such time as a new version is produced or it is retired.

Documents will be identified by a header and footer that states the version number and total number of pages within the document.

Any previous versions or copies will be removed from circulation if obsolete or marked clearly that they are not current. Archived copies and other safety-related records will be kept for seven years and archived accordingly.

Once printed, documents are uncontrolled.

6.6 Version Table

Version	Amendments made	Approved by	Date
1.0	<ul style="list-style-type: none"> • Original version developed 	Josie Ogden Schroeder	1/4/2016
2.0	<ul style="list-style-type: none"> • Added Section 3.1 Clients • Updated Section 5.1 to reflect new/changed policies • Expanded Section 5.2 • Updated Appendix 4 to colour version of chart 	Josie Ogden Schroeder	Aug 2017
3.0	<ul style="list-style-type: none"> • General edit • Changed policy name to Overlapping Duties • Changed the nomenclature used for Contractor to Goods and Service Provider • Added section for Hirers • Added a section for Independent Contractors • Updated Roles and Responsibilities section • Updated Appendix 1 and 2 	Josie Ogden Schroeder	Feb 2019
3.1	<ul style="list-style-type: none"> • General edit • Updated 8.2 Provider Health and Safety Induction Checklist • Updated 8.3 Estimate of Consequence table 	Josie Ogden Schroeder	July 2021
3.2	<ul style="list-style-type: none"> • General edit 	Josie Ogden Schroeder	July 2023
3.3	<ul style="list-style-type: none"> • General edit 	Dave Goldsworthy	June 2025

	<ul style="list-style-type: none">• Update working in 3.1.3 and 3.1.4 to reflect currency in the adventure activity sector		
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7 APPENDICES

7.1 Appendix 1: Goods and Service Providers Health and Safety Agreement

The Principal (person or organization engaging the Provider)
Name: Position:
Address: Phone:
The Provider (person or organisation being engaged to perform services)
Name: Position:
Address: Phone:
Description of service (to be performed by the Provider)
The Provider hereby acknowledges that:
<ol style="list-style-type: none"> 1. They understand their obligations to themselves, their subcontractors and their employees under the Health and Safety at Work Act 2015 and confirm their intention to comply at all times while working on this controlling. 2. They recognise that the Principal can be responsible only for advising the nature of, and methods of controlling, hazards and risks specific to the Principal's business or worksite and that the Provider shall apply best industry practice to ensure the safety of all involved of all times. 3. The Principal has advised the Provider of the emergency procedures, locations of emergency equipment, location and use of safety equipment, basic safety rules, hazard and risk controls, go and no-go areas and access and authorisation requirements relevant to the service being performed. 4. The Provider shall ensure that all their subcontractors and employees are informed of the same and that no person shall be permitted to work on the contract without being so informed. 5. The Provider has a health and safety management system in place, which ensures their compliance with the Health and Safety at Work Act 2015 in connection with this contract. 6. The Provider agrees to make available for inspection on demand by the Principal any documentation related to health and safety in connection with this contract. 7. The Principal has the right to monitor the Provider's activities and carry out a safety audit from time to time during the progress of the contract. 8. The Principal has the right to suspend work at the Provider's expense where the Principal is not satisfied that all practicable steps are being taken to ensure the health and safety of employees and others in connection with the contract. 9. The Provider will advise the Principal of any incidents or accidents that resulted or may have resulted in harm. Furthermore, the Principal must be made immediately aware of any serious incidents that meet the requirements of notifiable incidents as detailed in the Health and Safety at Work Act 2015. 10. The Provider will advise the Principal immediately of any new hazard or risk created during the contract and will take all practicable steps to avoid harm being caused to any person as a result of such hazards and risks. 11. Before beginning work on the contract, the Provider will carry out a systematic identification of hazards and risks likely to be encountered and will develop controls for all those identified as being significant.

Signed for and behalf of the Provider	Signed for and behalf of the Principal
Full name:	Full name:
Date / Signature:	Date / Signature:

7.2 Appendix 2: Provider Health and Safety Induction Checklist

Provider Name(s)	
Company Name	

The Provider has been shown or introduced to:	Date completed	Signature/Comments
<input type="checkbox"/> What the relevant evacuation procedures are.		
<input type="checkbox"/> Who the Emergency warden(s) are. NB. Reception staff and/or instructors at each site.		
<input type="checkbox"/> Where the emergency exits are located.		
<input type="checkbox"/> Where the evacuation assembly area is. NB. Car park at Papa Hou and Bishopdale		
<input type="checkbox"/> Where the fire extinguishers are.		
<input type="checkbox"/> Who the first aiders are. NB. Reception staff and/or instructors at each site.		
<input type="checkbox"/> Where the first aid kit(s) are. NB. At main reception/office area of each site. AED is available at both Papa Hou and Bishopdale sites.		
<input type="checkbox"/> Where the incident/accident forms are kept. NB. At main reception/office area of each site.		
<input type="checkbox"/> Where the relevant risk registers are located. NB. At main reception/office area of each site.		
<input type="checkbox"/> Where relevant Health & Safety information is kept. NB. At main reception/office area of each site.		

The Provider understands:	Date completed	Signature/Comments
<input type="checkbox"/> How to do the job safely including use of safety clothing and equipment.		
<input type="checkbox"/> The safety signs and what they mean.		
<input type="checkbox"/> How to safely use/store and maintain safety equipment, and hazardous materials that are relevant to the work to be undertaken.		
<input type="checkbox"/> How to report incidents, accidents and near misses.		
<input type="checkbox"/> That they must advise of any hazards or risks they bring to the workplace.		

Provider Signature		Date	
Trainer Signature		Date	

7.3 Appendix 3: Estimate of Consequence

Estimate of Consequence

Level	Descriptor	Impact on Participation/Work	Injury	Illness	Social / Psychological Damage	Incident	Environmental Damage
1	Insignificant	Minor/short term impact that does not affect work or participation	Minimal or no injury: Splinters, insect bites, stings, minor sunburn, scrapes, bruises, minor cuts	Minor cold or infection, mild allergy	Temporary stress or embarrassment	Minor behavioural event e.g. participant calling another participant a silly name – careless rather than malicious. Minor cost	Minor damage that will quickly recover
2	Minor	Short term impact that affects participation / work for that day or session	Minor first aid required: Blisters, minor sprain, minor dislocations, heat/cold stress	Minor asthma, cold, upset stomach	Stressed beyond normal comfort level	Minor behavioural event, malicious and has caused a little distress to another person. Careless regard for Y values or rules. Damage to a value of \$100	Plant damage, scorched campsite etc.
3	Moderate	Medium impact that affects participation / work for less than a month	Medical treatment required: Moderate Lacerations or burns, minor fractures, sprains and hyperextensions	Flu, food / hygiene related diarrhoea / vomiting	Distressed, may require on site counselling. Does not want to participate again	Moderate behavioural event – repeated malicious / moderate bullying / causing ongoing distress to another person. Damage to a value of \$1,000	Plant life destroyed in sensitive area, toileting close to water course etc.
4	Major	Major impact that affects participation or work for a month or more	Serious Harm: Serious head injury, amputation, a serious eye injury, a serious burn, a spinal injury, the loss of a bodily function.	Any illness that requires, or would usually require, the person to be admitted to a hospital for treatment	Professional counselling or therapy required	Malicious and deliberate behaviour causing harm. Damage to a value of \$10,000	Fire, pollution etc. resulting in the destruction of small area of the environment.
5	Catastrophic	Life changing effect on staff or participants	Fatality: Single or multiple fatality	Single or multiple fatality	Suicide resulting from incident	Demonstrating intent or attempting to cause fatal harm. Damage to a value of \$100,000	Fire, pollution etc. resulting in the destruction of a large area of the environment.