

# AGRICHEMICAL CERTIFIED HANDLER APPLICATION FORM

Version 7 June 2021



## Application Process

*Thank you for applying to become a Certified Handler (Agrichemicals) with Shane Harris.*

*Please ensure that you have completed the Harris Training Services Ltd Enrolment Form, Questionnaire and have included all items on the Check List with your application.*

Once an application is received, Shane will assess the application, contact you with the outcome and if necessary a site visit will be arranged. Alternatively where or when necessary an external verifier/auditor for site assessment may be applicable.

Hard copies can be sent to **5 Collins Road, Hope, Nelson 7020** or

PDF files can be sent to **certifiedhandler@harristraining.co.nz**

**(Please use the check list number to name files)**

If the applicant is found compliant the applicant will be notified via email and a Certified Handler Certificate will be issued and registered within 15 days of the notification. As stated in Hazardous Substances Regulations 2017, regulation 6.22 (5) The process for non-compliant applicants is set out in Hazardous Substances Regulations 2017, regulation 6.23 (2) (2) If a compliance certifier considers that a relevant requirement has not been met, the certifier must— (a) Refuse to issue a compliance certificate; and (b) Notify the applicant in writing of the refusal and the reasons for the refusal; and (c) Notify Worksafe of the refusal and the reasons for the refusal.

### **Certified Handler Certificate Fees - \$400.00 + GST**

#### **NB**

1. Additional charges may apply for site visits.
2. Additional travel charges may apply for site visits @ **\$1.20 + GST** per km travelled (includes time required) Visits are co-ordinated in a manner that keeps travel costs to a minimum.
3. A site visit may not be required if evidence of an external audit is deemed adequate.
4. Once the application is submitted to the Certifier all additional communications with the Certifier or reassessment time will be charged at an hourly rate of @ **\$120.00 + GST**.application.

Fees - In signing the attached enrolment form you undertake to pay all fees as they become due and to meet any late fees and collection charges associated with debt recovery. Harris Training Services Ltd reserves the right to refuse an application.



5 Collins Road, Hope  
Richmond, Nelson 7020  
E: [certifiedhandler@harristraining.co.nz](mailto:certifiedhandler@harristraining.co.nz)  
P: 027 457 4775

## TERMS AND CONDITIONS

### 1. Definitions

1. "Harris Training Services Ltd" shall mean any trainer, its successors and assigns or any person acting on behalf of and with the authority of **Harris Training Services Ltd**.
2. "Client" shall mean the client (or any person acting on behalf of authority of the client) as described on any registration form or any other form provided by the trainer to the client.
3. "Guarantor" shall mean that person(s) or entity, who agrees to be liable for the debts of the client on a principal debtor basis.
4. "Services" shall mean all services, training or otherwise, supplied by **Harris Training Services Ltd** to the client (and includes any advice or recommendations) and are described as on the invoices, quotations, training authorisation or any other forms as provided by **Harris Training Services Ltd** to the client.
5. "Price" shall mean the price payable for training or services as agreed between **Harris Training Services Ltd** and the client in accordance with Clause 3 of this contract.

### 2. Acceptance

1. Any instructions received by **Harris Training Services Ltd** to the client for the supply of services and/or the client's acceptance of services supplied by **Harris Training Services Ltd** shall constitute acceptance of the terms and conditions herein.
2. Where more than one client has entered into this agreement, the clients shall be jointly and severally liable for all payments of the price.
3. Upon acceptance of these terms and conditions by the client(s), the terms and conditions are binding and can only be amended with the written consent of **Harris Training Services Ltd**.
4. The client shall give **Harris Training Services Ltd** no less than 3 days prior written notice if unable to attend any booked training courses or site visits and will be liable for any costs incurred by **Harris Training Services Ltd** for failure to comply with this clause.
5. **Harris Training Services Ltd** reserves the right to refuse admittance to courses, or carry out any site visits if **Harris Training Services Ltd** suspects that the person may be under the influence of drugs or alcohol, or be carrying the above or goods of dangerous nature.

### 3. Price and Payment

1. At **Harris Training Services Ltd's** sole discretion the price shall be either:
  - a. As indicated on advertising material or invoices provided by **Harris Training Services Ltd** in respect of services provided, or
  - b. **Harris Training Services Ltd** current price at the time of delivery of the services according to **Harris Training Services Ltd's** current price list, or
  - c. **Harris Training Services Ltd's** quoted price (subject to clause 3b) which shall be binding upon **Harris Training Services Ltd** provided that the client shall accept **Harris Training Services Ltd's** quotation in writing within 30 days or by the stated expiry date.
2. **Harris Training Services Ltd** reserves the right to change the price in the event of a variation to **Harris Training Services Ltd's** quotation.
3. At **Harris Training Services Ltd's** discretion, a deposit may be required.
4. At **Harris Training Services Ltd's** sole discretion:
  - a. Payment shall be due on delivery, on completion of the services provided, or
  - b. Payment shall be due prior to delivery of services.
5. Time payment for services shall be of the essence and shall be stated on either the initial confirmation letter or the invoice. If no time is stated then payment shall be due on the twentieth of the month. An invoice shall be sent to the address supplied by the client.
6. Payment may be made by cheque, bank cheque, cash or direct debit.
7. GST and any other taxes or duties that may be applicable shall be added to the price except when they are expressly included in the price.

### 4. Delivery of Services

1. At the discretion of **Harris Training Services Ltd** the delivery of services shall take place at:
  - a. **Harris Training Services Ltd's** address
  - b. Client nominated address
  - c. Any other location deemed appropriate by **Harris Training Services Ltd**.
2. The failure of **Harris Training Services Ltd** to deliver the services shall not entitle either party to treat this contract as repudiated.
3. **Harris Training Services Ltd** shall not be liable for any loss of income or costs incurred by the client due to failure by **Harris Training Services Ltd** to deliver services promptly, or at all, which are due to circumstances beyond the control of **Harris Training Services Ltd**. (See General section)

### 5. Title

1. The client and **Harris Training Services Ltd** agree that certificates or other documents required by the client shall not be issued until:
  - a. The client has paid in full the amount owed to **Harris Training Services Ltd** for the particular services delivered, and
  - b. The client has met all the obligations required by **Harris Training Services Ltd** or its governing bodies in respect to the contract between the client and **Harris Training Services Ltd**.
2. Receipt by **Harris Training Services Ltd** of any form of payment other than cash, shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then, **Harris Training Services Ltd's** ownership or rights in respect of the services shall continue.

### 6. Refunds

1. A partial refund will be given only in the event of any reason **Harris Training Services Ltd's** unable to or prevented from delivering the services.
2. Where services have commenced and then not completed by **Harris Training Services Ltd** for any reason, the amount of refund given shall be at the sole discretion of **Harris Training Services Ltd** and subject to the extent of service already provided.
3. The client acknowledges that under no circumstances shall **Harris Training Services Ltd** be liable for the client's inability to complete the services for any reason, and such an event shall not validate the refund of the price by **Harris Training Services Ltd**.

### 7. Liability

1. The client acknowledges that the services offered by **Harris Training Services Ltd** may be of a hazardous nature (including but not limited to terrain, weather conditions, agricultural exposure, application equipment). The client agrees to indemnify **Harris Training Services Ltd** against all liability for any injury or damage incurred while the services are being provided by **Harris Training Services Ltd**.
2. The client acknowledges it is their responsibility to advise **Harris Training Services Ltd** of any relevant information that may impact on the way the services are to be provided by **Harris Training Services Ltd** and agrees to indemnify **Harris Training Services Ltd** against all claims arising, where it is evident that the client has failed to provide such information.
3. **Harris Training Services Ltd** acknowledges it is their responsibility to provide the client(s) with any relevant information that may impact on the services provided and takes no responsibility for any loss, damage or injury incurred by the client(s) where this information has been disregarded.

### 8. Consumer Guarantees Act 1993

1. If the client is acquiring services for the purpose of trade or business, the client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the services by **Harris Training Services Ltd** to the client.

### 9. Default and Consequences of default

1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment at the rate of two and a half percent (2.5%) per calendar month (and at **Harris Training Services Ltd's** sole discretion such interest shall compound monthly at such a rate) after as well as before any judgement.
2. In the event that the client's payment is dishonoured for any reason, the client shall be liable for any dishonour fees incurred by **Harris Training Services Ltd**.
3. If the client defaults in payment of any invoice when due, the client shall indemnify **Harris Training Services Ltd** from and against all costs and disbursements incurred by **Harris Training Services Ltd** in pursuing the debt, including legal costs of a solicitor and own client basis and **Harris Training Services Ltd's** collection agency costs.
4. Without prejudice to any other remedies **Harris Training Services Ltd** may have, if at any time the client is in breach of any obligation (including payment) **Harris Training Services Ltd** may suspend or terminate the supply of services to the client and any of its obligations under the terms and conditions. **Harris Training Services Ltd** will not be liable to the client for any loss the client suffers because **Harris Training Services Ltd** has exercised its rights under this clause.
5. If any account remains overdue after 30 days then an amount of 10% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

### 10. Deferment of Services

1. **Harris Training Services Ltd** may defer services to which these terms and conditions apply or defer delivery of services at any time before the services are delivered by giving written notice (email or letter) to the client. The reason for deferment of services includes but is not limited to, insufficient numbers to deliver the services or inability by **Harris Training Services Ltd** to meet its contractual obligations due to weather conditions, travel disruptions or for any other reason that **Harris Training Services Ltd** deems sufficient to defer provision of services.
2. In the event that delivery of services is deferred, **Harris Training Services Ltd** will refund the deposit paid in advance by the client to offset any losses incurred by the client. Where no deposit has been paid in advance, the client will be liable for any loss incurred by the deferment.
3. Where the client fails to show for agreed, arranged delivery of services by **Harris Training Services Ltd**, **Harris Training Services Ltd** shall bill the client for any losses (including financial) incurred as a result of the client failing to attend said arranged courses or training.

### 11. Privacy Act 1993

1. The client (or guarantor) accepts that information required for the purpose of issuing certification to the client is mandatory and authorises **Harris Training Services Ltd** to collect, retain and use the client's information for the purpose of assessing the client.
2. The client has the right to request **Harris Training Services Ltd** to correct and incorrect information about the client and/or guarantor held by **Harris Training Services Ltd**.
3. **Harris Training Services Ltd** will not disclose or use any information regarding the client without first requesting permission from the client.
4. **Harris Training Services Ltd** has the right to use any information given to **Harris Training Services Ltd** by the client for the purpose of issuing documentation required by the client.

### 12. General

1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
2. **Harris Training Services Ltd** shall be under no liability to the client for any indirect loss and/or expense (including loss of profit) suffered by the client arising out of a breach by **Harris Training Services Ltd** of these terms and conditions.
3. In the event of any breach of this contract by **Harris Training Services Ltd** the remedies of the client shall be limited to damages which under no circumstance shall exceed the price of the services.
4. The client shall not be entitled to set off against or deduct from the price any sums owed or claimed to be owed to the client by **Harris Training Services Ltd**.
5. **Harris Training Services Ltd** may sub-contract part or all of its rights and obligations without the client's consent.
6. **Harris Training Services Ltd** reserves the right to review these terms and conditions at any time. If there are changes made as a result of this review, then the change will take effect from the date **Harris Training Services Ltd** notifies the client of such changes.
7. Neither party shall be liable for any default due to an act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or any other event beyond the reasonable control of either party.
8. The failure by **Harris Training Services Ltd** to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect **Harris Training Services Ltd's** right to subsequently enforce that provision.
9. **Harris Training Services Ltd** delivers training and assessment through an agreement with Turanga Ararau . Turanga Ararau is a New Zealand Qualifications Authority (NZQA) registered Private Training Establishment (PTE) . This agreement applies only to candidates who are New Zealand citizens or Permanent Residents. (dependant on course type)

CERTIFIED HANDLER COMPLIANCE CERTIFICATE  
**ENROLMENT FORM**

Version 7 June 2021

**PERSONAL DETAILS**

First Name	<input type="text"/>	Mr <input type="radio"/>	Mrs <input type="radio"/>	Ms <input type="radio"/>	Miss <input type="radio"/>
Middle Name	<input type="text"/>	Date of Birth	<input type="text"/>		
Last Name	<input type="text"/>	NSN# /NZQA#	<input type="text"/>		
Address	<input type="text"/>		City	<input type="text"/>	
Province/Region	<input type="text"/>	Post Code	<input type="text"/>	Country	<input type="text"/>
Postal Address	<input type="text"/>		City	<input type="text"/>	
Province/Region	<input type="text"/>	Post Code	<input type="text"/>	Country	<input type="text"/>
Phone No.	<input type="text"/>	Mobile No.	<input type="text"/>		
Email Address	<input type="text"/>				

**COMPANY DETAILS**

Company Name	<input type="text"/>				
Address	<input type="text"/>		City	<input type="text"/>	
Province/Region	<input type="text"/>	Post Code	<input type="text"/>	Country	<input type="text"/>
Phone No.	<input type="text"/>				
Email Address	<input type="text"/>				

**INVOICE**

Myself     Employer     Email Address to Send Invoice

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*In signing this form you agree to the HTS Terms & Conditions found on the 2nd page of this document and published on [www.harristraining.co.nz](http://www.harristraining.co.nz)*

**Compliance Certifier to complete**

**Result -**            competent            not yet competent            more evidence required

Worksafe Assessor Name	Signature	Date
Shane Harris	_____	_____
Reassessment Date (if applicable)	_____	_____

Worksafe Assessor Name	Signature
Shane Harris	_____





# Certified Handler Check List

Name of Applicant

**Please ensure that you supply all items listed below with your Certified Handler Application. If you are sending PDF copies of these items please ensure that each individual item is clearly named or use the check list number.**

**Please note**

when sending images / photos the following information needs to be included. This could be a completed verification form/letter.

- a. The name and occupation of the person who took the photograph.
- b. The date on which the photograph was taken.
- c. Where the photograph was taken

- ✓
1. A completed copy of the **Harris Training Services Enrolment Form**
  2. A completed **Certified Handler Questionnaire**
  3. A copy of your **birth certificate or passport.**
  4. A copy of external audit certificate /assessment (if applicable) e.g. Global GAP, NZ GAP, Assure Quality **Note:** site visit may not be required if evidence of external audit is deemed adequate.
  5. A copy of your **Hazardous Substance Inventory List** highlighting Agrichemicals including 6.1A and/or 6.1B
  6. A copy of your **Tracking Records** for agrichemicals - 6.1A and/or 6.1B
  7. A copy of your **Site Plan** outlining where SDSs, Inventory & tracking records are kept, chemical and fuel storage, spill kits, fill up and wash down areas, first aid and fire extinguishers. (Photos of spill kits required)
  8. Photos of chemical storage (interior)
  9. Photos of chemical storage including appropriate HZCHEM signage (exterior)
  10. Photos of storage area for empty containers prior to disposal
  11. Photos of PPE storage
  12. Photos of PPE being used for mixing and application (by applicant)
  13. Evidence of- procedures around PPE use and ensuring it is maintained, evidence of fit testing respirators, cartridge replacement etc.
  14. Photos of application equipment, (could be included with mixing photo) and equipment in use.
  15. Copy of company EPG (**Emergency Procedure Guide**), including evidence that the plan has been tested (ERP must be tested at least once a year or within 3 months of inception or a change in plan)
  16. A copy of relevant **qualifications** and/or **training**, these could include; Growsafe certification, Approved Handler certification, Certified Handler certification, relevant unit standard achievement, National Certificate or (RCA) verified in-house training records.
  17. A list of the experience you have had handling hazardous substances, (Including the types of application and equipment used)
  18. Evidence of procedures for training of staff that handle hazardous substances –this could include induction records/training records, how you make sure that staff are aware of hazards, emergency procedures and how you make sure equipment is operated safely (if applicable)



# Questionnaire

The below regulations are the resources that you will require to complete the Certified Handler Application Questionnaire

Health and Safety at work hazardous substance regulations 2017

<http://www.legislation.govt.nz/regulation/public/2017/0131/latest/whole.html>

Hazardous substances property controls noticed EPA, 2017

<https://www.epa.govt.nz/assets/Uploads/Documents/Hazardous-Substances/EPA-Notices/Hazardous-Substances-Hazardous-Property-Controls-Notice-2017.pdf>

Health and Safety at work Act 2015

<http://www.legislation.govt.nz/act/public/2015/0070/latest/DLM5976660.html>

Health and Safety at Work ( general risk and workplace management) regulations 2016

<http://www.legislation.govt.nz/regulation/public/2016/0013/latest/DLM6727530.html>

## Knowledge of Hazardous Substance Regulations 2017

1. What does part 13 of the Hazardous Substances Regulations 2017 cover?

### Marking Y / N

2. Regulation 13:34 Sets out the requirements that trigger a Hazardous Substances Location Certificate for Storage. Does your site require a Hazardous Substance Location Certificate (Please Circle)      YES                      NO

### Marking Y / N

3. List 4 storage requirements you need to meet if you are not operating at a hazardous substance location? As per regulation 13.26.

### Marking Y / N

4. Using your inventory list write down a substance that is an agrichemical classification - 6.1A or 6.1B

### Marking Y / N

5. In the table below list the hazard classifications for the above Hazardous substance, in the 2nd column list the Hazard Property and in the 3rd column explain an adverse effect.

Hazard Class	Hazard Property	Explain Adverse Effect

### Marking Y / N

6. Explain what Part 2 of the HSWA hazardous Substances Regulations 2017 covers

### Marking Y / N

7. Which regulation sub clauses would apply if you decant 20l of a hazardous substance into a portable container to be used at that place of work?

### Marking Y / N





8. The regulations state that the container must be labelled with the contents, state 4 requirements from the regulations.

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**Marking Y / N**

9. You are undertaking a quarterly stocktake and inventory check, you notice a couple of labels that are badly worn and damaged, what does regulation 2.1 (3) say you must do?

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**Marking Y / N**

10. What does regulation 2.5 cover?

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**Marking Y / N**

11. Quantities of hazardous substances that require signage. What is the level for hazard classification?

6.1A Liquid/Solid. \_\_\_\_\_

6.1B Liquid/Solid. \_\_\_\_\_

6.1C Liquid/Solid. \_\_\_\_\_

8.2A Liquid Solid. \_\_\_\_\_

9.1A Liquid/solid. \_\_\_\_\_

**Marking Y / N**

12. A PCBU has just obtained a hazardous substance from a supplier what information are they required to obtain from supplier ? \_\_\_\_\_

12a What regulation is question 12 covered under ? \_\_\_\_\_

**Marking Y / N**

13. Who must a PCBU make the SDS or condensed version readily accessible to ?

1. \_\_\_\_\_
2. \_\_\_\_\_

**Marking Y / N**

14. What are the penalties for a PCBU who contravenes regulation 2.11, commits an offence and is liable on conviction?

- (a) An individual \_\_\_\_\_
- (b) For any other person \_\_\_\_\_

**Marking Y / N**

15. A PCBU with management or control of an organophosphate or carbamate plant protection insecticide applied for plant protection purposes must ensure that a written record of each application of the substance is kept in accordance with which regulation?

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**Marking Y / N**



16. A PCBU must ensure that equipment used is accompanied by documentation about the use, maintenance of the equipment to be used and maintained in a manner that complies with sub clause (l) of which regulation?

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**Marking Y / N**

17. How much of a 6.1B substance (liquid) be carried in a passenger service vehicle?

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**Marking Y / N**

18. Under which circumstances can Worksafe set Restricted Entry Intervals for pesticides?

1. \_\_\_\_\_

2. Regulation? \_\_\_\_\_

**Marking Y / N**

19. In which section of the Hazardous Substance regulations would you find the tracking requirements?

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**Marking Y / N**

20. The PCBU must ensure that the tracking records include information specified in which schedule?

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**Marking Y / N**

21. Individual hazardous chemicals and fuels may have additional rules/controls attached to them; you can check these controls out by using the HSNO approval number. Under what section of an SDS would you find the HSNO approval number?

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**Marking Y / N**

22. What website would you use to check out the controls using the HSNO approval number?

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**Marking Y / N**

23. Using the HSNO approval number HSR000447, List the additional controls

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**Marking Y / N**

24. Using the HSNO approval number HSR000447. List the controls and relevant regulations under Part 3 General Duties.

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**Marking Y / N**

25. On which website would you find a safe work instrument?

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**Marking Y / N**



26. Describe an Safe Work Instrument (SWI).

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**Marking Y / N**

### **Hazardous Property Controls Notice 2017 (EPA)**

27. The Environmental Protection Authority still has control over class 9 Substances. What is the main risk when using class 9 hazardous substances?

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**Marking Y / N**

28. Under the EPAs Hazardous Substances (Hazardous Property Controls) Notice 2017, Part 4, and Subpart A: Site and Storage controls outline your obligations under number 38. List the relevant Regulation.

1. \_\_\_\_\_
2. Regulation? \_\_\_\_\_

**Marking Y / N**

29. Under the EPAs HPC Notice 2017, Schedule 10, what qualifications for a person other than a contractor, would they need using ground based application methods using mechanical equipment?

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**Marking Y / N**

### **Knowledge of Health and Safety at work act 2015**

30. Explain the term PCBU as given in the HSW act 2015

A PCBU is?

1. \_\_\_\_\_
2. \_\_\_\_\_

**Marking Y / N**

31. PCBUs have a primary duty of care and must ensure so far as reasonably practicable, the health and safety of-

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_

**Marking Y / N**

32. When multiply workers are working at the same location, whose responsibility is it to keep their workers safe? **please tick**

- The workers       The business with the most workers       The officers and the company directors
- Each business must do what they can within their influence and control

**Marking Y / N**

33. Under HSWA, which of these is not a PCBU? **please tick**

- A partner in a partnership       A volunteer association       A sole trader
- A business in the form of an incorporated society

**Marking Y / N**



34. A business must look after the health and safety of other people at risk from the work it carries out such as customers, visitors and the general public.*please tick*

- True       False

**Marking Y / N**

35. Who is not an "officer" under HSWA?*please tick*

- A chief executive       Elected members of a school board       The health and safety manager

**Marking Y / N**

36. Can a person have more than one duty?      YES       NO

**Marking Y / N**

37. Under what section would you find the different duty for a PCBU who -

- (1) Supplies plant, substances or structures,  
 (2) Imports plant, substances or structures  
 (3) Installs, constructs, or commission's plant or structures

**Marking Y / N**

38. Section 49, Offence of falling to comply with a duty,

(2) A person who commits an offence against subsection (1) is liable on conviction for a fine not exceeding

- (1) \$500,000 for  
 (2) \$ 50,000 for  
 (3) \$100,000 for

**Marking Y / N**

39. What is the hierarchy of controls relating to risk management stated in the Health and Safety at Work (General Risk and Workplace Management) Regulations 2016?

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**Marking Y / N**

Applicants Name	Signature	Date
_____	_____	_____