



HARRIS TRAINING SERVICES LTD



VERTEBRATE TOXIC AGENT CERTIFIED HANDLER APPLICATION FORM

Contact

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Application Process

Thank you for applying to become a Certified Handler (Vertebrate Toxic Agents) 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.

TERMS AND CONDITIONS

<div><div>1. Definitions</div><div><div>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.</div><div>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.</div><div>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.</div><div>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.</div><div>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.</div></div></div>
<div><div>2. Acceptance</div><div><div>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.</div><div>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.</div><div>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.</div><div>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.</div><div>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.</div></div></div>
<div><div>3. Price and Payment</div><div><div>1. At Harris Training Services Ltd's sole discretion the price shall be either:<div><div>a. As indicated on advertising material or invoices provided by Harris Training Services Ltd in respect of services provided, or</div><div>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</div><div>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.</div></div></div><div>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.</div><div>3. At Harris Training Services Ltd's discretion, a deposit may be required.</div><div>4. At Harris Training Services Ltd's sole discretion:<div><div>a. Payment shall be due on delivery, on completion of the services provided, or</div><div>b. Payment shall be due prior to delivery of services.</div></div></div><div>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 started then payment shall be due on the twentieth of the month. An invoice shall be sent to the address supplied by the client.</div><div>6. Payment may be made by cheque, bank cheque, cash or direct debit.</div><div>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.</div></div></div>
<div><div>4. Delivery of Services</div><div><div>1. At the discretion of Harris Training Services Ltd the delivery of services shall take place at:<div><div>a. Harris Training Services Ltd's address</div><div>b. Client nominated address</div><div>c. Any other location deemed appropriate by Harris Training Services Ltd.</div></div></div><div>2. The failure of Harris Training Services Ltd to deliver the services shall not entitle either party to treat this contract as repudiated.</div><div>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)</div></div></div>
<div><div>5. Title</div><div><div>1. The client and Harris Training Services Ltd agree that certificates or other documents required by the client shall not be issued until:<div><div>a. The client has paid in full the amount owed to Harris Training Services Ltd for the particular services delivered, and</div><div>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.</div></div></div><div>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.</div></div></div>
<div><div>6. Refunds</div><div><div>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.</div><div>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.</div><div>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.</div></div></div>
<div><div>7. Liability</div><div><div>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, agrichemical 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.</div><div>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.</div><div>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.</div></div></div>
<div><div>8. Consumer Guarantees Act 1993</div><div><div>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.</div></div></div>
<div><div>9. Default and Consequences of default</div><div><div>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(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.</div><div>2. In the event that the client's payment is dishonoured for any reason, the client shall be liable for any dishonor fees incurred by Harris Training Services Ltd.</div><div>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.</div><div>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.</div><div>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.</div></div></div>
<div><div>10. Deferment of Services</div><div><div>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.</div><div>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.</div><div>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.</div></div></div>
<div><div>11. Privacy Act 1993</div><div><div>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 clients information for the purpose of assessing the client.</div><div>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.</div><div>3. Harris Training Services Ltd will not disclose or use any information regarding the client without first requesting permission from the client.</div><div>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.</div></div></div>
<div><div>12. General</div><div><div>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.</div><div>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.</div><div>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.</div><div>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.</div><div>5. Harris Training Services Ltd may sub-contract part or all of its rights and obligations without the clients consent.</div><div>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.</div><div>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.</div><div>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.</div><div>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)</div></div></div>

CERTIFIED HANDLER COMPLIANCE CERTIFICATE

ENROLMENT FORM

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 <input type="radio"/>	Employer <input type="radio"/>	Email Address to Send Invoice	<input type="text"/>
			<input type="text"/>

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

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	_____



5 COLLINS RD, HOPE, NELSON, NEW ZEALAND 7020
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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 or if VTA Products are Individually STORED.
 - ☐ 5. A copy of your **Hazardous Substance Inventory List** highlighting Vertebrate Toxic Agents 6.1A and/or 6.1B
 - ☐ 6. A copy of your **Tracking Records** for Vertebrate Toxic Agents - 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). Could be transit depot & including signage used in field.
 - ☐ 9. Photos of chemical storage including appropriate HZCHEM signage (exterior) Could be transit depot & including signage used in field.
 - ☐ 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 and expired Controlled Substance Licence.
 - ☐ 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>

EPA Hazardous Substances Hazardous Property Controls Notice 2017

Part 4 Class 9 Substances

Subpart B

1. Section 53, Please complete the following statement

A person

Marking Y / N

2. Use of a class 9.3 pesticide as vertebrate bait.

- (1) The Authority may specify one or more of the following matters (bait specifications) as an additional control for class 9.3 pesticide.

List the four specified.

- (a) _____
- (b) _____
- (c) _____
- (d) _____

Marking Y / N

3. Please complete the following statement,

A person who imports or manufactures a class 9.3 pesticide must ensure..

Marking Y / N

4. What qualifications are required when mixing, loading or otherwise handling the vertebrate toxic agent in preparation for the substance to be applied to an application area?

Marking Y / N

5. When could a person mix, load or handle a substance without the above qualification?

- (a) _____
- (b) _____

Marking Y / N

6. Define the term Safe Work Instrument. (SWI)?

Marking Y / N

7. On what website would I go to find a Safe Work Instrument?

Marking Y / N

Knowledge of the Health and Safety at Work Hazardous Substances Regulations 2017

8. What does Part 7 of the Hazardous Substance Regulations cover?

Marking Y / N

9. How old do you have to be to apply for a Controlled Substance Licence?

Marking Y / N

10. How long does a Controlled Substance Licence last?

Marking Y / N

11. Give one example of how/ why a Controlled Substance Licence could be suspended.

Marking Y / N

12. On notice of a suspension what must you do? And state the Regulation

Regulation;

(a)

(b)

Marking Y / N

13. Worksafe must keep a register of Controlled Substance Licence holders, under which regulation does it allow them to search the register?

Regulation;

Marking Y / N

14. List 3 approved person who could access the Worksafe Controlled Substance licence holders register under certain circumstances.

(1)

(2)

(3)

Marking Y / N

15. A Duty of a PCBU to keep records of application of certain class 6 and 8 substances, refers to which regulation?

Regulation;

Marking Y / N

16. There are additional recording and notification requirements when Sodium Fluoroacetate (1080) is present, under which regulation is this information, and list 3 requirements that must be provided to Worksafe.

Regulation:

- (1) _____
- (2) _____
- (3) _____

Marking Y / N

17. A PCBU wants to import Sodium Fluoroacetate, before this can be collected the PCBU must do what?

Regulation:

- (a) _____
- (b) _____
- (c) _____

Marking Y / N

18. Give one way a person who does not have a Controlled Substances Licence may possess the substance and list the regulation.

Regulation: _____
(1) _____

Marking Y / N

19. Under Regulation 13.13 (2) A PCBU must ensure that no worker supplies a substance to any person unless the worker holds a controlled Substance Licence, what are the penalties for someone who has been convicted of an offence of this regulation ?

- (a) For an individual, _____
- (b) For any other person, _____

Marking Y / N

20. How much Microencapsulated Zinc Pphosphide can a person carry on a passenger service vehicle?

Marking Y / N

21. A Vertebrate Toxic Agent (6.1b) has been laid in a field operation by someone lawfully allowed to do so where must a PCBU erect the signage? And state the regulation.

Regulation: _____

Marking Y / N

22. List four requirements that the above signage must comply with.

- (a) _____
- (b) _____
- (c) _____
- (d) _____

Marking Y / N

23. The aerial application of a Vertebrate Toxic Agent has ceased for the day, the loading area and any area where the substance is stored _____ in preparation for loading the following day, a PCBU must ensure that the site is-

Regulation: _____

(a) _____

(b) _____

Marking Y / N

24. List the 3 requirements that must be met if sub clause (l) does not apply to the storage in a transit depot of a class 6.1A, 6.1B, 6.1C Vertebrate Toxic Agent associated with the imminent start of a pest control operation.

Regulation: _____

(a) _____

(b) _____

(c) _____

Marking Y / N

25. Section 19 of the Health and Safety at Work Act Hazardous Substance Regulations 2017 requires all substances with a hazard classification of 6.1A or 6.1B to be tracked, where would you find a list of VTA substances that require tracking?

Marking Y / N

26. There is certain information that needs to be recorded to meet the tracking requirements, list the 7 key pieces of information when dealing with certain vertebrate toxic agents that require tracking.

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(6) _____

(7) _____

Marking Y / N

27. 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 a Safety Data Sheet (SDS) would you find the HSNO Approval Number?

28. Which website do you use to look up the additional controls using the HSNO Approval Number (HSR#)?

Marking Y / N

29. Using the HSNO Approval Number HSRI00752, Feratox Pellet A in a 20g Ferafeed Paste, are there any additional controls, and if so highlight what these controls are.

Marking Y / N

30. What must you do and who must you contact if you lost bait containing 0.55-1.84% w/w Encapsulated Cyanide HSNO Approval Number HSR007628?

Marking Y / N

31. Explain the term PCBU as given in the HSW Act 2015,

A PCBU is..

- (1)

- (2)

Marking Y / N

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

- (1)

- (2)

Marking Y / N

Knowledge of Health and Safety at Work Act 2015/2016

33. When multiply workers are working at the same location whose responsibility is it to keep their workers safe?

- ☐ (1) The workers
- ☐ (2) The business with the most workers
- ☐ (3) The officers and the company directors
- ☐ (4) Each business must do what they can within their influence and control

Marking Y / N

34. Under HSWA, which of these is not a PCBU?

- ☐ (1) A partner in a partnership
- ☐ (2) A volunteer association
- ☐ (3) A sole trader
- ☐ (4) A business in the form of an incorporated society

Marking Y / N

35. 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.

- ☐ (1) True
- ☐ (2) False

Marking Y / N

36. Who is not an "officer" under HSWA?

- ☐ (1) A chief executive
- ☐ (2) Elected members of a school board
- ☐ (3) The health and safety manager

Marking Y / N

37. Can a person have more than 1 duty?

☐

YES

☐

NO

Marking Y / N

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

(1) Supplies plant, substances, or structures,

Section:

(2) Imports plant, substances, or structures,

Section:

(3) Installs, constructs, or commission's plant or structures,

Section:

Marking Y / N

39. 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

40. 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? Please list

Marking Y / N

Applicants Name

Signature

Date
