

# Enforceable Undertaking Agreement



**WORKSAFE**  
NEW ZEALAND | MAHI HAUMARU  
AOTEAROA



## Schedule 1

This annexure depicts a suggested format for an enforceable undertaking

### **ENFORCEABLE UNDERTAKING**

Part 4, Health and Safety at Work Act 2015

The commitments in this undertaking are offered to the regulator by

ST KENTIGERN TRUST BOARD

("the person" / "St Kentigern")

This enforceable undertaking is given on the day and date that it is accepted and signed by the regulator. The undertaking and its enforceable terms will operate as a legally binding commitment on the part of the person from the date it is given.

**Contravention** means an alleged contravention or an acknowledged contravention.

**HSMS** means a Health and Safety Management System.

**Person** means an individual who or a legal entity which has a duty under the *Health and Safety at Work Act 2015* and can give a written undertaking. The term includes individuals, each partner in a partnership, corporations, trustees of trusts, and crown organisations.

**Regulator** means WorkSafe New Zealand, Maritime New Zealand or the Civil Aviation Authority.

**Safety legislation** means *Health and Safety at Work Act 2015 and associated regulations*.

**Enforceable undertaking** means a written undertaking given under Part 4 of the *Health and Safety at Work Act 2015* by a person in connection with a matter relating to a contravention by the person of the *Health and Safety at Work Act 2015* and includes all of the contents of that document including the general information, general and enforceable terms.

WorkSafe respects your privacy and is committed to protecting personal information. The information provided in this document is for the purpose of an undertaking given to the regulator under Part 4 of the *Health and Safety at Work Act 2015*. This information will be managed within the requirements of the Privacy Act 1993.

WorkSafe will publish the undertaking in full on its website. WorkSafe may be required to disclose personal information to other agencies such as the New Zealand Police in accordance with enforcement activities that may be conducted as part of an investigation.

## **SECTION 1: GENERAL INFORMATION**

### **1.1 Details of the person giving the undertaking**

**Nominated person:** John Kernohan (Point of contact for WorkSafe communications)

**Street address:** 130 Pakuranga Road, Pakuranga, Auckland 2140

**Mailing address:** PO Box 51060

**Telephone:** 021366451

**Email address:** [trustboard@saintkentigern.com](mailto:trustboard@saintkentigern.com)

**Type of legal entity:** Charitable Trust (No. 211958)

**Industry:** Education

**Workers:** Full time: 303

Part time: 86

Casual: 216

**Products and services:** Education (preschool through to secondary college).

**Comments:**

St Kentigern provides an education pathway from 3 to 18 year olds at four schools (including St Kentigern College), on three campuses, across Auckland.

### **1.2 Detail the contravention**

It is alleged St Kentigern breached the Health and Safety at Work Act 2015 by:

- a) Not implementing a system to adequately identify hazards that could give rise to reasonably foreseeable risks to health and safety arising out of the "Sweeney Todd" production ("Production").
- b) Not implementing adequate control measures to eliminate or minimise the risks of sustaining injuries from razor blades used in the Production, including an adequate system to inspect and track the razor blades.
- c) Not establishing an effective incident and investigation reporting system for incidents arising out of the production.
- d) Not providing adequate training or instructions to students on the use of razor blades necessary to protect them from risks to their health and safety arising out of the Production.

#### **Acknowledgement of seriousness of incident and injuries to victims**

St Kentigern considers the alleged contravention to be serious. St Kentigern acknowledges that the incident resulted in two students suffering serious harm as

a result of sustaining very serious lacerations to their throats. St Kentigern also acknowledges the potential for the incident to have caused the two injured students, and the student who played the Sweeney Todd character, to suffer emotional or psychological injuries because of the incident.

**1.3 Detail the events surrounding the contravention**

St Kentigern College presented the Production (of the musical "Sweeney Todd") to the public on 6 April 2016. The Production was based on the School Edition of Sweeney Todd and produced and directed by staff at the College, with students as the musician and actors. During Act II, there was a scene in which two characters were being shaved by Sweeney Todd. After being shaved, there was a simulation of these characters having their throats cut. The two actors playing the characters received very serious lacerations to their throats.

**1.4 Detail any enforcement notices issued that relate to the contravention detailed in term 1.2**

Date issued	Notice type	Notice number	Contravention or prohibited activity	Action taken in response to notice
N/A				

**1.5 Detail the rectifications to the workplace or work practices made as a result of the contravention, events and the enforcement notices issued**

Following the incident, St Kentigern made the decision to cancel the remaining two scheduled shows and refunded ticket-holders the costs of their tickets (at a cost of approximately \$22,391.06).

St Kentigern notified all staff that Education Outside the Classroom procedures (**EOTC procedures**) would apply to all performing arts activities.

**1.6 Total amount of money spent on rectifications**

St Kentigern has not incurred any external cost in applying the EOTC procedures to all performing arts activities, but commits to undertaking the rectification activities and corrective actions detailed at 3.3 below at an estimated cost of \$40,000.

**1.7 Detail the injury sustained or illness suffered by victim(s) or other(s) as a consequence of the contravention**

Two students suffered serious physical injury after sustaining serious lacerations to their throats. There is a possibility that the two injured students, and the student who played the Sweeney Todd character, may also in the future suffer emotional or psychological injuries because of the incident.

**1.8 Detail any offer of amends or payments made to the victim(s) who sustained injury or suffered illness**

Members of the Board of St Kentigern met with the parents of the two injured students and the student who played the Sweeney Todd character to formally apologise on behalf of St Kentigern and to seek input from the affected families on what actions they required the school to take to help make amends. The Trust Board members have maintained on-going direct contact with the affected families.

Additionally, St Kentigern will convene restorative justice conferences with the three victims and their families (if they wish to participate in that process). Specifically, the Trust Board will invite the victims and their families to attend a restorative justice conference with representatives of the Trust Board. Each restorative justice conference would be facilitated by an independent third party and the Trust Board will meet all the costs of such conferences, including the cost of the independent third party facilitator.

The purpose of each restorative justice conference is to give the Trust Board a further opportunity to acknowledge the seriousness of the injuries, take responsibility for the incident, apologise to the affected families, talk about what happened and what harm was caused, and to agree on any action to be taken, in an attempt to resolve any remaining issues relating to the contravention. The conferences aim to provide closure to the victims and their families.

The Trust Board will make [REDACTED] amends to the victims as an outcome of that process. The Trust Board does not wish to undermine the restorative justice process by pre-empting any dollar amount which might be paid to the victims, but it commits to making a payment at the conclusion of that process.

**1.9 Detail the support provided or proposed by the person to the victim(s), other(s)**

<b>DATE</b>	<b>DESCRIPTION OF SUPPORT</b>	<b>COMMENTS</b>
Immediately following the incident and on-going	All members of the cast, stage hands, front of house staff and others involved in producing the Production (approx. 50 people) and their immediate families were offered external counselling services by Stratos Limited.  Warwick Harvey facilitated a meeting of parents to give advice and provide a forum for discussion. There were a number of follow-up counselling sessions provided as a result. Some parents who wished not to attend the meeting sought individual assistance directly from Stratos.	Provider: Warwick Harvey (Stratos Limited)  Cost: \$8,918 + GST.
Immediately following the incident and	Members of the St Kentigern Trust Board met with the families of each of the three students, and made open ended offers of support on a number of occasions.	Members of the Trust Board maintained regular communication with

on-going		the families after the incident.
Immediately following the incident and on-going	College counsellors provided individual counselling services to 34 students in the two weeks following the incident. A number of those students continued to receive on-going counselling throughout the year.	Provider: College counselling service
Immediately following the incident and on-going	<p>The school offered a range of pastoral care services to the students involved in the production. The College Chaplain met with entire cast and crew and had a number of separate meetings with some students.</p> <p>Each Head of House spoke to every student in their House who was involved in the incident, and encouraged them to make an appointment to see a counsellor.</p> <p>The Heads of Schools visited the two injured students and their parents at Auckland Hospital. Head of Senior School maintained regular contact with the three students directly involved in the incident.</p> <p>The Heads of School and Head of College met individually and regularly with key staff members involved in the Production to provide support and advice. This support included meetings in person during school hours and telephone conversations outside of school hours.</p>	St Kentigern Trust Board continues to support the students involved in the incident.
[REDACTED]		
2017	Financial amends arising from restorative justice process	The Trust Board is committed to making [REDACTED] amends to the victims as an outcome of the restorative justice conference but does not wish to undermine that process by pre-empting any dollar amount.

**1.10 Detail any current HSMS implemented and maintained by the person**

*(Describe how health and safety risks are managed, including types of procedures or policies or standards)*

St Kentigern has a comprehensive HSMS. This includes:

- **Leadership:** The St Kentigern Trust Board takes a whole of board approach to health and safety and has a Trust Board Charter and Policy setting out its commitment and responsibilities in this area. Health and safety is the first item on the agenda at each Board meeting, with a report from the General Manager being provided on all health and safety matters, including any incidents and remedial action undertaken. Results of annual independent surveys focussed on hazard identification and copies of the minutes of health and safety committee meetings are provided to the Board. At least one Board meeting each year is held on each of the three sites to ensure that Board members have an opportunity to tour the grounds. Health and safety is formally recognised as a key responsibility for senior management.
- **Worker participation:** Each of the St Kentigern schools has a health and safety committee, the members of which include a number of staff. Staff are able to raise concerns about health and safety at these committee meetings or at any other time with management. Health and safety matters are discussed with union delegates where appropriate. Minutes of health and safety committee meetings are provided to the Senior Management Team on each school site.
- **Risk identification and management:** St Kentigern maintains a risk register which is updated and reviewed as appropriate by the Property Manager. The Property Manager sits across all health and safety committee meetings and is aware of all reports of new hazards or risks. St Kentigern has a Property Control Group which meets monthly to discuss future property development and major maintenance, including all related health and safety matters. Five members of the Trust Board sit on that committee. St Kentigern has identified a number of its critical risks and hazards, such as traffic management, student travel, and transport, hazardous substances in the facilities, maintenance, laboratory, mobile plant and equipment (such as tractors, scissor lifts etc.), fixed plant and equipment (workshops), and Education Outside the Classroom (**EOTC**) risks (such as camps, water activities, productions, alpine activities). EOTC procedures are well understood and applied.
- **Reporting:** St Kentigern has processes in place for reporting and investigating health and safety incidents, although acknowledge that these processes could be improved. Staff are encouraged, and in practice do, report all potentially unsafe situations.
- **Emergency procedures:** St Kentigern has comprehensive emergency procedures (such as evacuation and lockdown procedures) set out in its Staff Handbook. These procedures are regularly tested across all schools. St Kentigern also has a Traumatic Incident Response Policy and Procedures covering a wide range of critical incidents and traumatic events which may take place at the schools.
- **Health:** St Kentigern has a comprehensive policy on pastoral care, and a number of other policies concerning the mental wellbeing of students and staff, including in relation to EAP, social media, bullying and harassment.

- **Training:** Staff receive relevant training as appropriate to their role. First aid training is provided to a number of staff, primarily those who are involved in EOTC/Field Centre. Contractors are inducted onto site and provided with a copy of the Contractor Site Induction and Safety Handbook.

### **1.11 Detail the level of auditing undertaken on the HSMS, including compliance audits and audit frequency**

External health and safety audits are undertaken in respect of each school on an annual basis. Some audits are initiated by St Kentigern; others are required audits as part of St Kentigern's insurance obligations. Safety audits for students are conducted every three years, and these audits ask a number of questions relating to health and safety.

### **1.12 Detail the consultation undertaken or proposed to be undertaken, in relation to this undertaking**

St Kentigern proposes to consult with the students directly involved in this incident and their families about the implementation and timing of this undertaking, upon acceptance of this undertaking by WorkSafe. Similarly, it also proposes to consult with its staff currently employed in the Drama, Dance and Music departments.

## **SECTION 2: GENERAL TERMS**

The person acknowledges and commits to the general terms set forth in the sub-terms below.

### **2.1 Acknowledgement that the regulator alleges a contravention occurred**

St Kentigern acknowledges that WorkSafe alleges that a contravention has occurred in relation to the Sweeney Todd incident under the Health and Safety at Work Act 2015.

### **2.2 Statement of regret that the contravention occurred and the reasons the person considers this undertaking is the most appropriate response to the contravention**

St Kentigern sincerely and deeply regrets that the alleged contravention occurred, and that two students sustained very serious lacerations to their throats as a result of the incident.

As providers of education services to children, St Kentigern considers the health and safety of staff and students to be paramount. The trustees of St Kentigern personally feel deep regret for the harm that has been suffered by those students directly involved in the incident and their families.

St Kentigern considers that this undertaking is the most appropriate response to the contravention. St Kentigern considers that the education sector and the wider performing arts community in New Zealand can greatly benefit from the initiatives proposed in this Enforceable Undertaking Agreement.



The Trust Board appreciates the seriousness of the injuries and fully accepts responsibility for the incident. The Trust Board is genuinely remorseful that the incident has occurred and students were harmed as a result.

The Trust Board will make a public statement which:

- Acknowledges the seriousness of the injuries sustained by the victims;
- States that the Trust Board accepts full responsibility for the incident occurring;
- Conveys the Trust Board's sincere and deep regret that the incident occurred; and
- States that the trustees of the Trust Board personally feel deep regret for the harm that has been suffered by those students involved in the incident.

The Trust Board will consult with the three victims and their families about the wording of the statement. The form and manner of publication of the statement will take into account the views of the victims, their families and WorkSafe.

### **2.3 Statement of commitment that the behaviour, activities and other factors which caused or led to the contravention has ceased and will not reoccur**

St Kentigern has applied EOTC procedures in relation to all performing arts activities, and commits to designing and implementing tailored and specific procedures in relation to performing arts to ensure that the alleged contravention will not reoccur (see details of proposed undertaking below).

### **2.4 Acknowledgment of the policy published by the regulator for the acceptance of an undertaking**

I have read and understood:

*Enforceable Undertakings Operational Policy*

Version: 1

Dated: December 2016

### **2.5 Acknowledgement that this undertaking will be published and publicised in full**

St Kentigern acknowledges that the undertaking will, if accepted, be published on WorkSafe's website in full and referenced in WorkSafe material.

### **2.6 Statement of the person's ability to comply with the terms of this undertaking and meet the projected costs of the activities**

St Kentigern has the financial ability to comply with the terms of this undertaking and have provided evidence by way of financial statements for the year ended 31 December 2015 with this undertaking to support this declaration.

In the event of impending receivership, liquidation or sale of the entity, St Kentigern will advise WorkSafe of the relevant circumstances and its capacity to comply with the outstanding terms of this undertaking.

**2.7 Statement outlining any relationship between the person and any corporations, officers, employees, contractors, proposed beneficiaries of donations or scholarship or other recipient of financial benefit contained in this undertaking**

None.

**2.8 Statement regarding Intellectual Property**

St Kentigern grants WorkSafe a perpetual, non-exclusive, worldwide and royalty-free licence to use, for any purpose, all Intellectual Property Rights in relation to any material developed as a result of this undertaking. This licence includes the right to use, copy, modify and distribute the materials.

**2.9 Acknowledgement that the person may be required to provide a statutory declaration**

St Kentigern acknowledges that it may be necessary for WorkSafe to obtain a statutory declaration outlining details of any prior convictions (safety related) outside of New Zealand and that it will provide such declaration if required by WorkSafe.

**2.10 Statement of commitment from the person to participate constructively in all compliance monitoring activities for this undertaking**

It is acknowledged that responsibility for demonstrating compliance with this undertaking rests with the person.

Evidence to demonstrate compliance with the terms will be provided to WorkSafe by the due date for each term.

The evidence provided to demonstrate compliance with this undertaking will be retained by the person until advised by the regulator, that this undertaking has been completely discharged.

It is acknowledged that any failure to meet the due date for an enforceable term will result in the matter being escalated and may lead to enforcement action.

It is acknowledged that WorkSafe may undertake other compliance monitoring activities to verify the evidence and compliance with an enforceable term, and cooperation will be provided to WorkSafe.

It is acknowledged that WorkSafe may initiate additional compliance monitoring activities, such as inspections, as considered necessary at WorkSafe's expense.

It is acknowledged that details of all seminars, workshops and training conducted by a non-registered training provider must be notified to WorkSafe, by email, at least one week prior. Notification should include time, date, location and the trainer/facilitator.

### **SECTION 3: ENFORCEABLE TERMS**

The person acknowledges all activities set forth in the enforceable terms below must be auditable and include a date for completion and an estimated cost for each activity.

The person commits to performing the activities below diligently, competently and by the respective completion date.

#### **3.1 A commitment by the person to perform activities that will ensure the ongoing effective management of risks to health and safety in the future conduct of its business or undertaking**

St Kentigern commits to perform the activities detailed at section 3.3 below, which will ensure that ongoing effective management of risks to health and safety in the future conduct of its undertaking

#### **3.2 A commitment by the person to disseminate information about this undertaking to workers, and other relevant parties**

St Kentigern commits to disseminate information about this undertaking to workers and other relevant parties, including all the staff involved in the Sweeney Todd production, the victims and other students involved, the wider St Kentigern College staff, and the wider St Kentigern school community.

Dissemination will be achieved by doing the following:

- confirming with the victims and their families directly that the undertaking has been accepted by WorkSafe (after consulting with them about the proposed undertaking);
- meeting with all staff currently employed by St Kentigern involved in the Production;
- advising all other staff and the St Kentigern school community in writing;
- publishing the undertaking on the St Kentigern website for a minimum of 12 months after the date on which the undertaking is accepted by WorkSafe (and making it available to members of the St Kentigern community upon request thereafter).

Dissemination will occur within one month of this undertaking is accepted by WorkSafe.

#### **3.3 Activities to be undertaken to promote the objects of the safety legislation that will deliver benefits for workers/others**

<b>ACTIVITIES</b>	<b>COST</b>	<b>TIMEFRAME</b>
Prepare and publish a health and safety policy relating to performing arts. St Kentigern will engage an external consultant (Impac) to assist it in preparing and publishing a health and safety policy relating to performing arts. The policy will cover all health and safety considerations for the performing arts. In	\$20,000	Within three months of this undertaking being accepted.

<p>particular, it is intended that the policy will address the need to identify significant hazards and critical risks, and how to develop robust, controls for these risks. The policy will meet industry best practice and any applicable standards.</p>		
<p>Implement the performing arts health and safety policy across all St Kentigern schools. St Kentigern will engage an external consultant (Impac) to work with each of St Kentigern's three schools in relation to one Production in 2017/2018 to ensure that the policy is properly implemented and followed.</p>	<p>\$7,500</p>	<p>Within nine months of this undertaking being accepted.</p>
<p>Engage an external consultant (Impac) to design a training course on health and safety in performing arts in schools. St Kentigern, together with the external consultant, will source the necessary expertise within the industry to assist with the design and delivery of the course. The training course will meet industry best practice and any applicable standards. It is intended that the training course will be run as a workshop and will address:</p> <ul style="list-style-type: none"> <li>• policy requirements and their relationship to the Health and Safety at Work Act 2015, Ministry of Education EOTC resources, and St Kentigern's RAMS process;</li> <li>• identifying hazards and risks;</li> <li>• risk assessment and risk management processes; and</li> <li>• practical examples to demonstrate how these relate to performing arts.</li> </ul> <p>It is intended that a significant part of the workshop will be interactive, using examples that are relevant to the performing arts.</p> <p>Require all teachers and staff at each of the three St Kentigern schools in the Drama, Dance and Music departments, and all other staff involved or potentially involved in performing arts, to attend the training workshop.</p>	<p>\$12,500</p>	<p>Within nine months of WorkSafe accepting this enforceable undertaking.</p>
<p><b>Total estimated cost of benefits for workers/others</b></p>	<p><b>\$40,000</b></p>	

### 3.4 Activities to be undertaken to promote the objects of the safety legislation that will deliver benefits for industry

ACTIVITIES	COST	TIMEFRAME
<p>Engage a third party subject matter expert (Impac) to design and deliver a training course on effective health and safety management in schools which meets industry best practice and any applicable standards. It is intended that the training will address the following:</p> <ul style="list-style-type: none"> <li>• what the core elements of a well-functioning school orientated health and safety management system are;</li> <li>• hazard and risk management processes in a school context; and</li> <li>• establishing a strong health and safety culture through effective governance, leadership, and engagement.</li> </ul> <p>It is intended to offer this training to School Principals, Board of Trustee representatives, and senior management and teaching staff across New Zealand schools (free of charge).</p> <p>The training workshops would be held twice in each of Auckland, Wellington and Christchurch. Each training workshop would run for approximately 3 hours and would be limited to between 30 and 40 participants.</p>	<p>\$15,000 (plus disbursements)</p>	<p>Within nine months of WorkSafe accepting this enforceable undertaking.</p>
<p>Offer the same training workshops on performing arts (as detailed at 3.3 above), to Heads of Music, Dance or Drama across other New Zealand schools (free of charge).</p> <p>The training workshops would be held twice in each of Auckland, Wellington and Christchurch. Each training workshop would run for approximately 3 hours and would be available to between 20 and 30 participants.</p> <p>St Kentigern will also make its staff available to assist with queries arising from community-based amateur theatre and dramatic societies, provided that this does not interfere with their primary role of educating and being responsible for the welfare of their students.</p>	<p>\$20,000 (plus disbursements of consultant)</p>	<p>Within 12 months of WorkSafe accepting this enforceable undertaking.</p>
<p><b>Total estimated cost of benefits for industry</b></p>	<p><b>\$35,000</b></p>	

### 3.5 Activities to be undertaken to promote the objects of the safety legislation that will deliver benefits for community

ACTIVITIES	COST	TIMEFRAME
The training materials, including the trainer's notes and trainer qualification requirements, will be made available online to community-based amateur theatre and dramatic societies on a site supported by St Kentigern. In addition, an abbreviated version of the training materials (which could be used for shorter refresher training) could also be made available online to community-based amateur theatre and dramatic societies.	\$2,500	Within 12 months of WorkSafe accepting this enforceable undertaking.
<b>Total estimated cost of benefits for the community</b>	<b>\$2,500</b>	

### 3.6 Agreement to pay WorkSafe's recoverable costs

*(These amounts will be provided by WorkSafe prior to finalisation of the enforceable undertaking)*

St Kentigern agrees to pay WorkSafe's costs associated with this undertaking, as itemised below, and it is acknowledged that payment is due 30 days after receipt of the WorkSafe invoice:

COSTS	MINIMUM SPEND (\$)
Administrative costs	
Legal costs	\$8,182.88 (plus GST)
Compliance monitoring costs	As incurred
Publication costs (if any)	
<b>Total recoverable costs</b>	<b>\$8,182.88</b>

### 3.7 Acknowledgement regarding any promotion of the person in relation to this undertaking

St Kentigern agrees that it will not undertake any activities that may promote or benefit the person without explicitly linking that activity / benefit to this undertaking

### 3.8 Developing a commitment to establish and maintain an HSMS

St Kentigern recognises that its HSMS can be improved, and commits to ensuring that an HSMS that satisfies the principles of *AS/NZS 4804:2001 Occupational health and safety management systems—General guidelines on principles, systems and supporting techniques* will be implemented within 12 months of the acceptance of this undertaking.

### **3.9 A commitment to ensure that the HSMS is audited by an independent auditor**

St Kentigern commits to ensuring that an initial independent audit of its HSMS will be undertaken within six months of this undertaking being accepted.

St Kentigern Trust Board commits to ensuring at least two further independent audits will be undertaken at 12 month intervals, commencing 12 months after the initial audit.

### **3.10 A commitment to provide a copy of each finalised HSMS audit report to WorkSafe**

It is acknowledged that audit reports received from the auditor will be sent to WorkSafe within 30 days of the audit.

It is acknowledged that within 30 days of receipt of the auditor's written report, WorkSafe will be advised of the intended actions for addressing each of the report's recommendations.

### **3.11 A commitment to implement the recommendations from independent audits**

St Kentigern commits to ensuring the recommendations resulting from the HSMS audits will be fully implemented within six months of receiving the audit report, unless WorkSafe grants an exemption due to the actions being unreasonable.

### **3.12 Minimum spend**

St Kentigern commits to a minimum spend of \$85,682.88 (plus financial amends paid as a result of the restorative justice process) for this undertaking.

St Kentigern agrees to spend any residual amount arising from an original term not being completed or being less costly than estimated in this undertaking. Agreement on how to spend this residual will be sought from the regulator.

St Kentigern acknowledges the minimum spend comprises of the:

TOTAL COST	MINIMUM SPEND (\$)
Total cost of safety benefits to workers/others	\$40,000
Total cost of safety benefits to industry	\$35,000
Total cost of safety benefits to community	\$2,500
WorkSafe's recoverable costs	\$8,182.88 (plus compliance monitoring as incurred)
Estimated total cost of the undertaking	\$85,682.88 (plus financial amends paid as a result of the restorative justice process)

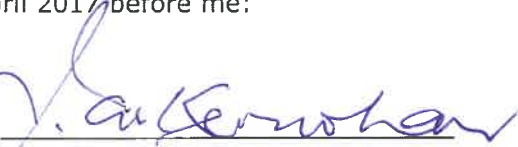
This undertaking is given by the person on the date it is accepted by the regulator as set forth in section 5 below.

**SIGNED** by the person

John Kernohan in their own right and in their capacity as trustee of St Kentigern.

on the 5<sup>th</sup> day of April 2017 before me:

Signature of person



Witness signature



Witness name

MURRAY KENT

Witness address

FOURCOTE ABERCORN

## **SECTION 5: ACCEPTANCE**

This undertaking is accepted by the regulator on the 5th day of April 2017



Signature of person

Brett Murray

General Manager – Operations and Specialist Services

WorkSafe