

Application for proposed ENFORCEABLE UNDERTAKING

Part 11, Work Health and Safety Act 2012 (SA)

The commitments in this undertaking are offered to the regulator by

Solar Eggs Farms Pty Ltd

(the person)

ABN 41 144 588 643

The information provided in this document is for the purpose of an undertaking given to the regulator under Part 11 of the *Work Health and Safety Act 2012* (SA). This information will be managed within the requirements of the current State Government privacy regime.

The terms of an accepted enforceable undertaking are a matter of public record.

When an enforceable undertaking is accepted, notice of the decision to accept it and reasons for that decision will be published by the regulator on the SafeWork SA website within 14 days of the date of the decision.

Enforceable undertakings will not be removed from the public register and will remain on the register after a company or individual has discharged all obligations of the undertaking.

COMMENCEMENT OF UNDERTAKING

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 commence to operate as a legally binding commitment on the part of the person from the date it is given.

SECTION 1: GENERAL INFORMATION

1.1 Details of the person proposing the undertaking

Nominated person: (Point of contact for SWSA communications)	Jonathan Attard
Street address:	177 Cockatoo Lane Sandy Creek SA 5350
Postal address:	12 Kinkaid Avenue North Plympton SA 5037
Telephone:	0419 839 099
Email address:	jattard@solareggs.com.au
Legal structure:	Private Company
Type of business:	Egg production and packing
Commencement date:	8 July2019
Workers: Full time:	9
Part time:	3
Casual:	2
Products and services:	Egg marketing, farming and supply

Comments:

The Solar Eggs Group is a third generation South Australian business in the egg industry. Jonathan and Emma Attard, the company's Co-Director, operates Solar Eggs Farms Pty Ltd (**Solar Eggs Farms**) at Sandy Creek (**the Farm**), and Solar Eggs Pty Ltd at North Plympton. Together, the sites produce over 1,000,000 free-range and barn-laid eggs per week.

The site at North Plympton is the company's packing and distribution centre. Eggs produced by hens at the Farm, and supplied by other farms, are transported to North Plympton for packing according to relevant brands, farming style, grades and sizes.

The Farm uses modern facilities and natural environments to ensure animal welfare. Solar Eggs Farms are accredited for Quality Assurance and have worked closely with the health department and PIRSA to develop an effective egg washing and sanitising program.

Egg brands produced by Solar Eggs Farms include:

- Barossa Free Range
- Omega 3 Eggs
- Gourmet Breakfast
- Adelaide Eggs
- Hens on the Range

The North Plympton site also houses a café that uses fresh eggs for customers and for catering orders.

1.2 Details of the alleged contravention

(If proceedings initiated - This should reflect the details of the Complaint and Summons, omitting personal details and reference to gender.)

SafeWork SA has alleged that Solar Eggs Farms has committed an offence on 1 February 2017:

1. An offence contrary to sections 19(1) and 32 of the Act, in that Solar Eggs Farms:
 - a. failed to ensure, so far as reasonably practicable, the provision and maintenance of safe plant, in that it failed to ensure that there was guarding to all areas of the machine where drive chains were exposed, in particular to the areas adjacent to the two workers' stations, which prevented access to these moving parts, namely a physical barrier that was:
 - i. fixed; or
 - ii. could only be altered or removed by the use of tools.
 - b. failed to ensure, so far as reasonably practicable, the provision and maintenance of safe plant, in that there were moving parts of the machine that could be accessed via a metal cabinet or drawer, it failed to ensure that the doors to the metal cabinet consisted of an interlocked physical barrier that only allowed access when the machine was not in operation.
 - c. failed to ensure, so far as reasonably practicable, the provision and maintenance of a safe system of work in relation to the machine, namely a system of work which:
 - i. was based on an adequate hazard identification and risk assessment of the machine which identified the risk of injury to workers arising from the machine, in particular:
 - A. the risk of injury arising from exposure to moving drive chains adjacent to the two workers' stations; and
 - B. the risk of injury arising from potential access to moving parts of the machine via metal cabinet doors or drawers while the machine was in operation.
 - ii. ensured that an adequate Safe Operating Procedure (**SOP**) for the machine was provided and maintained, and in particular that the SOP:
 - A. identified the risk of injury arising from the drive chains of the machine;
 - B. identified the risk of injury arising from access to moving parts via the metal cabinets and drawers; and
 - C. identified for workers the control measures required to address the risks associated with the machine specifically the control measures prohibiting a person from placing any body part near the drive chains or from accessing the metal cabinets unless the main isolator switch is activated and locked out with a padlock.

- d. failed to provide, so far as reasonably practicable, instruction, training or supervision in relation to the machine and in particular:
 - i. in the absence of appropriate guarding and SOP in relation to the use and maintenance of the plant, the defendant failed, as far as reasonably practicable, to ensure that all operators were trained to use the machine in a safe way prohibiting a person from placing any body part near the drive chains or from accessing the metal cabinets unless the main isolator switch on the machine was activated and locked out with a padlock.

1.3 Detail the events surrounding the alleged contravention

(Generally includes factual incident details and avoids blame or opinions)

On 1 February 2017, the injured worker was operating a Moba egg grading and packing machine (**Moba**). The injured worker observed an egg fall in between the drop tray and the conveyor landing on the drive train below. While the machine was still operating the injured worker reached in to access the fallen egg without seeing where her had was positioned. The injured worker's fingers became trapped in the drive chain.

1.4 Details of any enforcement notices issued that relate to the alleged contravention

Not Applicable (Tick if there were no notices issued by SWSA in relation to the contravention)

Date issued	Notice type	Notice number	Contravention or prohibited activity	Action taken in response to notice
01/02/2017	Prohibition	301659	Use of the Moba Type 2000 Egg Grading Machine.	Control measures including guarding and padlocks implemented on machine to protect against risk of accessing moving parts.
02/02/2017	Improvement	306367	Required interim measure of padlocks fitted to access doors of Moba to be upgraded to interlocking devices.	Electrician engaged to install interlocking devices on door over access points to moving parts of Moba machine.
02/02/2017	Improvement	306365	Required development of safe system of work for Moba machine.	Implemented Safe Operating Procedures for operating the Moba machine.
02/02/2017	Improvement	306366	Required safe system of work to enable maintenance activities on Moba machine.	Implemented Safe Operating Procedures for maintenance of the Moba machine, including steps for lock out and isolation.

01/02/2017	To Produce Documents	306052	Required production of employment records, training records, payslips, Moba machine documents, maintenance records and worker details.	All requested information was provided.
01/09/2017	To Give Information	N/A	Required information regarding the improvements made to the Moba, details of operation, training records, employment contracts and rosters.	All requested information was provided.

1.5 Detail the injury sustained or illness suffered by worker/s or other/s as a consequence of the alleged contravention detailed above

The injured worker sustained an amputation injury to the four fingers on the right hand. The injured worker's index finger was successfully reattached however the remaining three fingers were permanently amputated.

1.6 Detail the employment status and the workers' compensation or other insurance status regarding the person who sustained injury or suffered illness as detailed in 1.5

The injured person is:

- an employee of the entity
- a self-employed person
- other - [Enter details of 'other' here]
- not applicable

Status:

(This should reflect the status of any claims and level of recovery/return to work that is applicable)

The Injured Worker has a current compensable workers compensation claim.

1.7 Detail the support provided or proposed by the person to the injured person and/or family or other/s

Date	Description of support	Comments
Continuous	Telephone contact with injured worker	Jonathan Attard has continued to make contact with the injured worker as appropriate.

1.8 Detail any current work, health and safety systems at the workplace

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

The Solar Eggs Group has a WHS system that includes:

- a written organisational WHS policy containing a clear outline of management's commitment and accountabilities
- a database of written policies, procedures and processes that outlines the operational and safety requirements associated with the performance of tasks and the general environment at the Farm and North Plympton
- initial and refresher training on policies, procedures and processes, including inductions, ongoing supervision and assessment of competencies
- regular consultation and communication with all levels of the company, including reporting to management
- risk management
- ongoing monitoring of safety systems, as set out below at 1.9

1.9 Detail the level of auditing currently undertaken on the work, health and safety systems referred to in term 1.8, including compliance audits and audit frequency

The current level of auditing currently undertaken on the WHS system includes:

- regular management meetings to discuss and review developments, changes and reported issues
- regular site inspections against the hazard/risk register, which includes the assessment of individual accountabilities
- ongoing monitoring of training records, the training database and hazard/risk register for compliance
- regular training associated with licensing and certification

The Farm is also audited annually by Biosecurity SA, under the *Primary Produce (Food Safety Schemes) (Egg) Regulations 2012* and against the Australia New

Zealand Food Standards Code – Standard 4.2.5 – Primary Production and Processing Standard for Eggs and Egg Product.

In addition the Plympton site is “export approved” and audited by the Department of Agriculture and Water Resources which includes an audit of worker safety including staff amenities, chemical storage, Safe Operating Procedures etc.

1.10 Detail the consultation undertaken or proposed to be undertaken, in relation to this undertaking

(This should reflect any consultation in developing the undertaking e.g. workers, managers, safety committees, injured worker/s external consultants)

Through its safety committee Solar Eggs Farms will consult with its employees, including the injured worker, as well as its external health and safety consultant in relation to the content of this undertaking.

1.11 Detail the rectifications to the workplace or work practices made as a result of the alleged contravention and the enforcement notices issued

(This should reflect measures taken to rectify the contravention, post incident)

1. Immediately following the incident, on the afternoon of the 1 February 2017, Solar Eggs Farms carried out a risk assessment of the Moba machine and fitted guarding to all moving parts of the machine. As an interim measure, padlocks were fitted to the doors and large washers which, when opened allowed access to moving parts. The keys to these locks were held by Darren Binder, Farm Manager, such that access could only occur once the machine was locked out of operation for cleaning or maintenance tasks.
2. Solar Eggs Farms engaged Jake Spicer of Spice Electrical to install new emergency stops, a lockable isolator for the electrical control panel, and pressure switches for the doors of the Moba machine. Following consultation with SafeWork SA, the pressure switches were upgraded to two-part interlock switches to ensure that the interlock function could not be readily overridden, at a cost of \$1,708.19. Updated emergency stops have also since been installed at the North Plympton site by IMR Electrical at a cost of \$2,657.49.
3. These emergency stops and operational controls are being used and tested weekly.
4. In May 2017, Solar Eggs Farms engaged Cheryl Shepherd, a Work Health and Safety Consultant to provide consultancy services on an ongoing basis. Since then, she has attended the sites approximately once a week. Ms Shepherd was engaged to review both the Farm and the North Plympton site, and identify any gaps in safety systems that required rectifications. The work she has completed for Solar Eggs Farms is detailed further below.
5. Ms Shepherd commenced the preparation and implementation of Safe Operating Procedures (**SOP**) at both sites. Her process for developing these SOPs was to consult with individual site managers and workers regarding the

tasks they perform, prepare initial drafts of the SOPs, then consult further with site managers and workers to ensure all relevant operative tasks were covered. Ms Shepherd assisted Solar Eggs Farms to develop the following new SOPs (total = 52 over both sites):

Farm SOPs	
Document Code	Document Title
WHSSOP 2001	Egg Conveyors and Packing heads (shed 2)
WHSSOP 2002	Stacking Trays and Palletising (shed 2)
WHSSOP 2003	Running Manure Belt
WHSSOP 2004	Weekly Floor Sweep - (Shed 1)
WHSSOP 2005	Weekly Manure Scraping (End of Lines - Shed 1)
WHSSOP 2006	Shed 1, Dead Chicken Collection
WHSSOP 2007	Candle Box Operator (station 1, shed 1)
WHSSOP 2008	Accumulator Cleaning
WHSSOP 2009	Palletising Trays of Eggs (station 2. shed 1)
WHSSOP 2010	Clean Insect Units
WHSSOP 2011	Scrape Floors (Shed 1)
WHSSOP 2012	Change Foot Baths
WHSSOP 2013	Clean Free-Range Shed Fans Covers
WHSSOP 2014	Pressure Washer
WHSSOP 2015	Refuelling Forklift
WHSSOP 2016	Free-Range Shed Egg Walk
WHSSOP 2017	Cleaning Manure Pit
WHSSOP 2018	Spray Flies with Cislin
WHSSOP 2019	Empty Wheelie Bin into Dumpster
WHSSOP 2020	Dusting in Shed 1
WHSSOP 2021	Printer Operation (no longer used)
WHSSOP 2022	Plastic Welding - Belts
WHSSOP 2023	Spray Coopex under Aisles in Shed 1
WHSSOP 2024	Maintenance Machine Isolation
WHSSOP 2025	Lockout - Isolate Packer Head Machine (shed 2)
WHSSOP 2026	Pallet Lifter (Electric) RED
WHSSOP 2027	Egg Conveyors and Packing heads (shed 8)
WHSSOP 2028	MOBA - End Door Access (Shed 1)
WHSSOP 2029	Egg Washer (Shed 7)

North Plympton SOPs	
Document Code	Document Title
WHSSOP 1000	General Forklift Use

North Plympton SOPs	
Document Code	Document Title
WHSSOP 1001	Electric Walkie Forklift
WHSSOP 1002	Loader Machine (& Collect Eggs)
WHSSOP 1003	Pre-wash Pre-candle
WHSSOP 1004	Denester
WHSSOP 1005	Chain conveyor (pre-candle)
WHSSOP 1006	Accumulator (conveyor to candle)
WHSSOP 1007	Candle Box
WHSSOP 1008	Packing Heads and Lanes
WHSSOP 1009	Egg Breaker
WHSSOP 1010	Centrifuge Machine
WHSSOP 1011	Box Maker
WHSSOP 1012	Egg Washer
WHSSOP 1013	Hydro-foaming and Sanitising
WHSSOP 1014	Area Weekly Cleaning
WHSSOP 1015	Egg Wash Tank Monthly Clean
WHSSOP 1016	Refilling Gas Bottle (for forklifts)
WHSSOP 1017	Pallet Jack Use
WHSSOP 1018	CLEAN - Remove & Replace Drip Trays (Packing room)
WHSSOP 1019	CLEAN - Remove & Replace Drip Trays (Loader room)
WHSSOP 1020	CLEAN - Remove & Replace Glass Drip Tray (Candle Box)
WHSSOP 1022	CLEAN - Remove & Replace Trays (Washroom)
WHSSOP 1023	Specialised Maintenance Procedure
WHSSOP 1024	CLEAN – Rotate yellow conveyors for cleaning

The cost of developing the new SOPs is estimated to be \$15,000 based on Ms Shepherd's time.

6. Ms Shepherd has also developed a lockout and isolation policy and procedure for use across both sites. Lock out equipment, including padlocks and tags, was purchased for approximately \$883.75, and training was delivered to staff from 21 November 2017 after the policy and procedure were implemented. Refresher training on this policy and procedure has also been provided at both sites, including for new staff during their induction. Applying this policy and procedure, the Moba machine is locked out of service on a daily basis to allow for cleaning to take place.
7. The policies and procedures that have been introduced to the sites post-incident include:
 - a. WHSPOL 027 – Equipment Isolation Lock Out Policy dated 29 September 2017

- b. WHSPRO 027 – Equipment Isolation Lock Out Procedure dated 29 September 2017
 - c. WHSPOL 003 – Incident Near Miss Reporting & Investigation Policy dated 13 November 2017
 - d. WHSPRO 003 – Incident Near Miss Reporting & Investigation Procedure dated 13 November 2017
 - e. WHSPOL 001 – Work Health and Safety dated 29 September 2017
 - f. WHSPOL 032 – Working with Contractors Policy dated 1 December 2018
 - g. WHSPRO 032 – Working with Contractors Procedure dated 1 December 2018
8. Mr Binder and Mr Attard conducted training with employees on the above SOPs, policies and procedures on various dates. An initial training day was held on 15 November 2017, with ongoing training being delivered as further SOPs, policies and procedures were developed. Any employees who were not present for the initial or subsequent training days were also provided training as required.
9. Solar Eggs Farms held a re-induction day where Mr Binder and Mr Attard took all employees through the induction pack, as well as an overview of the new SOPs, policies and procedures. On this day, Incident Notification Training was carried out.
10. Solar Eggs Farms, with Ms Shepherd's assistance, have developed a training database to record when each worker is trained in the new SOPs, policies and procedures. For each individual SOP, training is recorded on the back page of the document, then transferred into the database. This database allows for Solar Eggs Farms to easily check when refresher training is due. There is also a separate database for recording licences and certificates. When a training due date is coming up, emails are sent to the relevant area or person to action the training. The cost of developing the data base was approximately \$300. Ongoing monitoring and updates are required.
11. Solar Eggs Farms engaged Ben Beviss to provide Chief Warden Training and Fire Extinguisher Training at both sites. Mr Bevis conducted this training over the course of one day on or around 6 December 2017 at a cost of \$1,674.75. Identification apparel was also purchased at a cost of \$178.20.
12. Solar Eggs Farms engaged St Johns to provide First Aid training to employees at both sites. To date, the training has cost a total of \$2,091.00 and Solar Eggs Farms has committed to continued refresher training on an annual basis. Employees will also be trained in the full course every three years. Solar Eggs Farms have purchased new first aid kits and equipment from St Johns at a cost of \$2,755.33.
13. Solar Eggs Farms now have an Emergency Planning Committee (**EPC**) at each site. The EPC is responsible for developing and implementing

emergency plans and procedures, including emergency evacuation procedures, hazardous chemicals procedures and signage, fire warden and first aid signage, etc. Jonathan Attard is the most senior person in the EPC.

14. Solar Eggs Farms have introduced a pre-start procedure for checking forklifts. Employees are required to undertake daily checks of their forklift prior to operating, and must fill in a sheet to be stored with the forklift. Solar Eggs Farms undertakes random reviews of these sheets to determine if employees are filling them in correctly.
15. Solar Eggs Farms have taken several steps to improve general housekeeping at both sites. This includes installing updated signage, testing and tagging, replacing the mesh on fans in the chicken sheds, providing food safety training and developing the office space at the Farm.

Total amount spent on rectifications \$92,400.52

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 as detailed in term 1.2

It is acknowledged that SafeWork SA has alleged that Solar Eggs Farms has contravened section 19 and 32 of the WHS Act.

2.2 Statement of regret that the alleged contravention occurred and the reasons the person considers this undertaking is a more appropriate response to the alleged contravention than a court imposed sanction.

(This should not include an admission of guilt)

Solar Eggs Farms sincerely regrets that the incident occurred and has taken, and will continue to take, such steps as are necessary to ensure that such an incident or a similar incident does not occur again.

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

Solar Eggs Farms is committed to ensuring that the behaviour that led to the alleged contravention has ceased and will not recommence.

Solar Eggs Farms has already taken steps to prevent any recurrences of incidents of a similar nature (see section 1.11 above).

Solar Eggs Farms is committed to complying with all its obligations under the WHS Act.

2.4 Acknowledgment of the guidelines published by the regulator for the acceptance of an undertaking

I have read and understood:

Guidelines for the acceptance of an enforceable undertaking

Version: 1 Dated: June 2018

2.5 Acknowledgement that this undertaking may be published and publicised

2.5.1 Solar Eggs Farms acknowledges that the undertaking may be published on the SafeWork SA website and referenced in SafeWork SA material.

2.5.2 Solar Eggs Farms acknowledges that the undertaking may be publicised in newspapers.

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

2.6.1 Solar Eggs Farms has the financial ability to comply with the terms of this undertaking.

2.6.2 In the event of impending liquidation or sale of the entity, Solar Eggs Farms will advise SafeWork SA of the relevant circumstances and its capacity to comply with the outstanding terms of this undertaking.

2.7 Statement regarding person's relationship with any corporations, officers, employees, contractors, proposed beneficiaries of donations or scholarship or other recipient of financial benefit contained in this undertaking

Solar Eggs Farms confirms that there are no relationships with any corporations, officers, employees, contractors or any proposed beneficiaries of donations or scholarships or other recipients of financial benefit contained within this undertaking.

2.8 Statement regarding Intellectual Property Licence

Solar Eggs Farms, grants SafeWork SA a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence to use, reproduce, publish, distribute, electronically transmit, electronically distribute, adapt and modify any materials developed as a result of this undertaking.

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

SafeWork SA has requested a statutory declaration outlining details of any prior work health and safety convictions¹, subject to any local legal constraints such as spent conviction legislation, or findings of guilt under work health and safety legislation or work health and safety related legislation?

YES NO

The statutory declaration is attached (if applicable)

YES NO

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

2.10.1 It is acknowledged that the regulator will conduct compliance monitoring to ensure compliance with the terms of this undertaking.

2.10.2 Cooperation will be given to allow the regulator's inspectors to assess compliance including giving access to relevant material (evidence of compliance).

2.10.3 It is acknowledged that the regulator may initiate additional compliance inspections as considered necessary at the regulator's expense.

2.10.4 An update, together with supporting evidence, in relation to compliance with each of the enforceable terms of this undertaking will be provided to the regulator at six monthly intervals during the course of the undertaking.

2.11 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

(Detail the management strategies to be employed that will satisfy and demonstrate to officer/s of the person that this commitment is being met)

Solar Eggs Farms is committed to discharging its obligations under the WHS Act and this commitment is reinforced by:

1. the rectifications referred to in section 1.11 above; and
2. the undertakings made within this document.

2.12 A commitment regarding linking the promotion of benefits by the person to this undertaking

(Activities that may promote or benefit the person need to link the activity/benefit to this undertaking)

¹ Subject to any local legal constraints such as spent conviction legislation

Solar Eggs Farms is committed to promoting the benefits contained within this undertaking and to the undertaking itself.

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 a minimum cost for each activity.

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

3.1 A commitment to disseminate information about this undertaking to workers, and other relevant parties, and in the annual report (if applicable)

(This may include dissemination to work health and safety representatives and in the annual report, if applicable)

Dissemination will be achieved by doing the following:

1. Mr Jonathan Attard will send an email and/or provide a written notice to all employees at both sites explaining the commitment of Solar Eggs Farms to health and safety in the workplace and a reminder that this enforceable undertaking is for everyone to ensure safety is always front of mind.
2. The results of this enforceable undertaking will be emailed and/or a physical copy will be provided to all employees, and a copy will be kept on the employee notice board at each site.

Dissemination will occur by: within 30 days of this Undertaking coming into effect.

3.2 Activities to be undertaken to promote the objects of the *Work Health and Safety Act 2012 (SA)* that will deliver benefits for workers/others

Activities	Minimum cost	Timeframe
<p>3.2.1 Solar Eggs will provide the following to the injured worker to assist with her day to day living and recreational activities:</p> <ul style="list-style-type: none"> • Modifications to the injured worker's car, Keyed entry and 	\$ 3,468	4 months from acceptance

	<p>ignition with push button Start \$1000 (Goodall engineering) ;</p> <ul style="list-style-type: none"> • Art supplies for painting to the value of \$500; • Bush walking equipment to the value of \$700; • A Benchtop Dishwasher to the value of \$599; and • Apple Ipad 32 gb with cellular and voice activation to the value of \$669. 		
3.2.2	<p>Solar Eggs Farms will engage an external safety provider on an ongoing basis for 1 day per fortnight for a further 24 months from the date of this undertaking. External safety provider will work with Mr Attard and the employees at both sites to ensure ongoing compliance with safety legislation and to ensure that the safety system continues to operate and be used in an effective manner. She will carry out refresher training as scheduled, undertake risk assessments, review the training database, and develop SOPs as necessary for new equipment or activities. The external safety provider will develop a Strategic Plan and Action Plan for review by SafeWork SA and, subject to SafeWork SA's availability it will meet with the external provider to discuss.</p>	<p>\$31,500</p> <p>[external provider cost: \$70 x 9 hours, x 50 weeks, x 2 years]</p>	<p>24 months from acceptance</p>
3.2.3	<p>Solar Eggs Farms and the external provider will develop a further 5 to 15 SOPs for use at both sites. It is proposed that these SOPs</p>	<p>\$ 3,150</p> <p>[external provider cost: 5 days to complete]</p>	<p>6 months from acceptance</p>

	will focus on customer safety and Traffic Management.		
3.2.4	As part of the traffic management review Solar eggs will update signage and procedures using the external provider and an external signage company.	\$2,000 [signage] \$1,260 [Procedure = 2 days] \$1,260 [Training roll out]	6-12 months from acceptance
Total minimum cost of benefits for workers/others		\$ 42,638	

3.3 Activities to be undertaken to promote the objects of the *Work Health and Safety Act 2012 (SA)* that will deliver benefits for industry

Activities		Minimum cost	Timeframe
3.3.1	Solar Eggs Farms will undertake to participate in a forum or presentation during SafeWork Month 2019 or to participate in a presentation at another time agreed with SafeWork SA. At the presentation, Solar Eggs Farms will have a representative speak for about 15 minutes in relation to this enforceable undertaking and the mitigation of risks associated with the Moba or similar grading machines.	\$1,260 [1 day preparation time and 1 day time for presentation]	4 months from acceptance
3.3.2	Solar Eggs Farms will produce an alert to be disseminated to South Australian egg producers in relation to the incident, the risks associated with the Moba or similar grading machines, and how these risks can be mitigated. A draft alert will be provided to SafeWork SA for feedback before it is disseminated.	\$1,760 [including 2 days for preparing alert and \$500 for printing and mail out = \$1,760]	4 months from acceptance
3.3.3	Mr Attard will also arrange a meeting with representatives from South Australian egg producers and will deliver a presentation on the incident, the risks associated with the Moba or similar grading machines, and how these risks can be mitigated. SafeWork SA will be given notice of the date and time of the presentation and given the opportunity to attend.	\$2,000 [including booking meeting room in Barossa up to \$1,000. Travel and accommodation up to \$500. NB. These figures are subject to change and a phone conference may be preferable to attendees]	12 months from acceptance
Total minimum cost of benefits for industry		\$ 5,020	

[3.4 Section deleted]

3.5 Agreement to pay the regulator's costs

3.5.1 Agreement is given to paying the regulator's costs associated with this undertaking, as itemised below, and it is acknowledged that payment is due 30 days after receipt of the regulator's invoice:

Recoverable costs	Amount
Investigation, legal & administrative costs associated with the alleged contravention & proposed undertaking	\$ 3,000
Compliance monitoring costs	N/A
Publication costs	N/A
Total Amount	\$ 3000

3.6 Minimum spend

3.6.1 Solar Eggs Farms acknowledges the minimum spend for this undertaking will comprise of the:

(The amounts below should correspond with total amounts from terms 3.2–3.5 above)

Estimated total value of	Minimum spend
Benefits to workers/others	\$ 42,638
Benefits to industry	\$ 5,020
Benefits to community	\$ N/A
Regulator costs	\$ 3,000
Estimated total minimum spend for the undertaking	\$ 50,658

3.6.2 Solar Eggs Farms agrees to spend any residual amount arising from the total minimum spend value not being met. Agreement on how to spend this residual will be sought from the regulator.

3.7 A commitment to establish and maintain (or maintain if a system already exists) a work, health and safety management system (WHSMS)

Solar Eggs Farms is committed to the ongoing maintenance of its WHSMS system, as referred to in section 1.8 above, and to maintaining, on an ongoing basis, its compliance with Occupational health and safety management systems – General guidelines on principles, systems and supporting techniques.

3.8 A commitment to ensure the WHSMS is audited by third party auditors

Solar Eggs Farms:

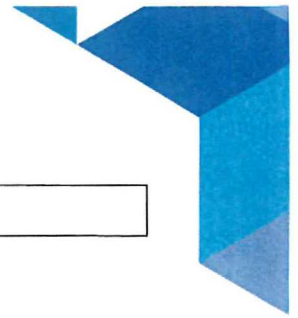
1. commits to allowing SafeWork SA to undertake a legislative compliance audit in relation to both egg grading machines at the Farm and at North Plympton (“the regulator audit”)
2. commits to implement any recommendations resulting from the regulator audit at its own cost;
3. commits to ensuring that a third party audit of its WHSMS will be undertaken within 12 months of the signing of the undertaking (“the third party audit”);
4. commits to ensuring the third party audit is undertaken by accredited third party auditors;
5. acknowledges that the costs associated with the third party audit will be met by Solar Eggs Farms as part of the undertaking;
6. acknowledges that the auditors selected to perform the third party audit must meet the qualification requirements of SafeWork SA;
7. acknowledges that details of the auditor’s qualifications against the stated requirements will be provided with the third party audit report submitted to SafeWork SA; and
8. commits to providing a copy of the Enforceable Undertakings – Information for Auditors of OHSMS fact sheet to the auditor.

3.9 A commitment to provide a copy of each finalised WHSMS audit report to the regulator

- 3.9.1 It is acknowledged that audit reports received from the auditor will be sent to the regulator within 30 days of the audit along with a letter certifying that the report has not been altered from the copy provided to the person by the auditor.
- 3.9.2 It is acknowledged that within 30 days of receipt of the auditor’s written report, the regulator will be advised of the intended action in addressing each of the report’s recommendations.

3.10 A commitment to implement the recommendations from these audits (unless otherwise negotiated with the regulator)

- 3.10.1 The recommendations resulting from the third party audit will be fully implemented within six months of receiving the audit report, unless the regulator offers a variation of the undertaking due to the actions being unreasonable.



SECTION 4: OFFER OF UNDERTAKING

I offer this undertaking and commit to the terms herein.

Signed:
[Person]

JONATHAN VINCENT ATTARD
[Print name]

MANAGING DIRECTOR
[Position]

Dated at 122pm this 21ST day of June, 2019

OR

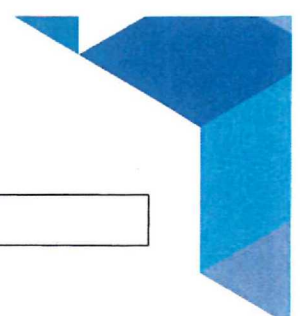
As a duly authorised person of [Click or tap here to enter person I offer this undertaking and commit](#) [Click or tap here to enter person to the terms herein](#).

Signed: _____
[Duly Authorised Person]

[Print name]


[Position]

Dated at _____ this _____ day of _____, 20____



SECTION 5: ACCEPTANCE OF UNDERTAKING

I accept this undertaking as an enforceable undertaking under section 216 of the *Work Health and Safety Act 2012 (SA)*.

Signed: 
[Person]

MARYN CAMPBELL
[Print name]

EXECUTIVE DIRECTOR.
[Position]

Dated at 207pm this 21st day of JUNE, 20 19.