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Application for a Compliance Certificate

Certificates can be delayed because we don't have all the details we need to be able to issue your certificate. Even if we have visited your site previously we are required to check all documentation is available and is up to date every year. Please fill in the form below so we can get your certificate processed efficiently.

If you prefer you can fill in an online version of this form: <http://www.kmcompliance.co.nz/apply-for-cert-new/>

Any questions or if unsure what to answer please give us a call.

Quick Documents to Send Checklist:

- Inventory – needed each year for each type of storage facility– lists quantities held in each DG Store/Cabinets etc individually
- New Site to us – copies of Previous or Current Certificates including Tanks (SCS) and Process Containers
- Copy of any compliance plans or separation distance waivers.
- Copy of Hazardous Substance Location Notification form (if available)

1. Company Details

Business/Trading/Sole Trader Name	_____
Legal Entity Name <small>(if different)</small>	_____
Name of PCBU/Owner	_____
Site/Location Address	_____
	City _____ Postcode _____
Postal/Accounts Address <small>(if different)</small>	_____
	City _____ Postcode _____
Business Website	_____
Business phone number	_____
Accounts email address	_____
Accounts contact name	_____
Purchase/Work Order Number <small>(if required)</small>	_____
GST Number	_____
ACC Industry type <small>(if known)</small>	_____
Site Contact Name <small>(if different)</small>	_____
Site Contact DDI/Mobile	_____
Site Contact Email <small>(if different)</small>	_____

2. Substances at site - Inventory

Choose main classes of substances

Class 2

Class 3

Class 4

Class 5

Class 6

Class 8

Substances onsite (if known)

Name/Quantity: _____

Substances onsite (if known)

Name/Quantity: _____

Substances onsite (if known)

Name/Quantity: _____

All sites storing Hazardous Substances are required to have an Inventory. The inventory must list ALL hazardous substances at site even if they don't trigger a location such as diesel storage. We need an inventory so we can assess it to tell you what certification is required for your site. Please complete an inventory using one of the options listed below and send this to us.

WorkSafe Hazardous Substance Toolbox – online inventory calculator tool: <http://www.hazardoussubstances.govt.nz>

Or use the excel template available <http://www.kmcompliance.co.nz/wp-content/uploads/2019/08/Inventory-Form.xlsx>

If you have used the Online Inventory Calculator please provide the pin number

Pin No: _____

If LPG in cylinders how many do you have?

LPG Supply Company (if known)

LPG Tank?

Under 12,000L / Over 12,000L

Do you require a Location Certificate for Class 6 and/or Class 8 substances? These requirements come in Dec 2019.

Yes / No

3. Site Hazards

Has a site Hazard Risk Assessment been completed recently (if applicable to your site)?

Yes / No

Are there any specific hazards or risks at your site we need to be aware of?

Is an induction required prior to our visit?

Yes / No

What PPE is required for the site visit?

4. Previous Compliance History

Has the site been previously issued with a Compliance Certificate for the Site and/or Tank(s)/Process Container(s)? (please send copies)

Yes / No

If yes, attach copies of all previously issued certificates.

Is this a new Hazardous Substance Location? Site must be notified 5 days prior to commissioning for LPG

Yes / No

and 30 days prior to commissioning for everything else

Has a "Notification of Commissioning of Hazardous Substance Location or Transit Depot" been filed with WorkSafe? Yes / No

Please send a copy of the Notification Document or the email receipt from WorkSafe <https://worksafe.govt.nz/notifications/notification-of-commissioning-of-hazardous-substance-location-or-transit-depot/>.

Has this site been visited by another Compliance Certifier? Yes / No

If yes, what was the result of that visit?

If issues identified were they rectified? Yes / No

Have you had any other compliance issues noted by WorkSafe or a Compliance Certifier for this site? Yes / No

Have you had any WorkSafe Compliance or Improvement Notices for this site? Yes / No

Does the site have a compliance plan or separation distance waiver in place? Yes / No

If yes, please send a copy of the compliance plan or separation distance waiver.

5. PCBU/Officer/Manager

I declare the details contained in this form to be true and correct and without omission. By signing below, I agree to KM Compliance Limited's terms of trade available on the last page of this form and on our website at <http://www.kmcompliance.co.nz/wp-content/uploads/2019/11/KM-Compliance-Terms-of-Trade-and-Privacy-Policy.pdf>. If the account becomes overdue I agree to pay all debt recovery costs.

Name of Authorised Person _____

Signature of Authorised Person _____

Date: / /

Next Step: Please refer to the inspection checklist and document resources on our website <http://www.kmcompliance.co.nz/resources/> you will need some or all of these documents before we can issue your certificate.

We will be in touch with a date for the site visit once we have reviewed this application form.

Once in our system you will receive an email prior to your expiry date each year with a customised checklist listing the paperwork we will need along with fortnightly reminders. Once the trip has been scheduled you will receive an email advising of when we will be visiting.

The Fine Print and Legal Stuff:

Terms of Trade

The terms of trade set out below govern all of the supplies of services from KM Compliance Limited ("KM Compliance Ltd", "KM Compliance", "we", "us") to the customer ("you", "the Client"). They will replace all earlier KM Compliance Limited standard terms of trade and any conditions contained in any document used by you and purporting to have contractual effect. Your acceptance of any services from KM Compliance Limited indicates your acceptance of these terms of trade.

Payment Terms:

20th of Month following invoice date - due date for payment is noted on the invoice.

Payment may be made by electronic/on-line banking, credit card (Credit Card payments will include a surcharge of up to three percent (3%) of the Fee), Cheque or by any other method as agreed to between the Client and KM Compliance.

In addition to the Fee the Client must pay to the Consultant an amount equal to any GST KM Compliance must pay for any provision of Services by KM Compliance to the Client under this contract or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Fee. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Fee, except where they are expressly included in the Fee.

The Client acknowledges and agrees that the Client's obligations to KM Compliance for the provision of the Services shall not cease (and where it is intended that any ownership of the Documentation shall pass, it shall not pass) until: (a) the Client has paid KM Compliance all amounts owing for the particular Services; and (b) the Client has met all other obligations due by the Client to KM Compliance in respect of all contracts between the parties.

Receipt by KM Compliance 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 KM Compliance's ownership or rights in respect of the Services, and this contract, shall continue.

Late Payment of any amounts owing by (the customer) to KM Compliance shall constitute a default and the customer shall pay (KM Compliance's) reasonable costs to recover the overdue amounts, including administration and legal costs (on a solicitor/client basis), or costs incurred should the matter be referred to a debt collection agency. Late payment of any amounts may also incur a \$35 overdue payment fee.

General Conditions:

1. KM Compliance Limited reserves the right to change these terms of trade from time to time.
2. If KM Compliance Limited fails to enforce any terms or to exercise its rights under these terms of trade at any time, KM Compliance Limited has not waived those rights.
3. If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by the terms of trade.
4. This agreement is governed by the laws of New Zealand and any dispute under it shall be subject to the exclusive jurisdiction of the Courts of New Zealand.
5. Prices may be altered without notice
6. We have sole discretion to determine the amount of credit we will extend to you at any time.
7. You agree to pay for the services in full without deduction or setoff and to pay goods and services tax and any other government duties, levies or taxes in respect of the services.
8. Travel costs and disbursements are a variable that cannot be calculated until after the inspection trip. We always group inspections together by area to reduce the total costs to each client.
9. The Client shall give KM Compliance not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by KM Compliance as a result of the Client's failure to comply with this clause.

Privacy Policy

We collect personal information from you, including information about your business, name, contact information, location, billing or purchase information, Hazardous Substances, Emergency Management and Health and Safety Information.

We collect your information in order to Issue a Compliance Certificate

Besides our staff, we share this information with WorkSafe NZ in order to meet the requirements of the Health and Safety at Work (Hazardous Substances) 2017 Regulations. Providing some information is optional. But if you choose not to provide any of the information needed, we will be unable to issue the Compliance Certificate.

We keep your information safe by storing it on a secure system and only accessing it for the purpose of certification. We scan and save any physical paperwork sent to us then the hardcopy is disposed of securely via TIMG Document Destruction.

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us in writing at: The Privacy Officer, PO Box 5235, Dunedin Central, Dunedin 9054.