

## Guidance Notes for bizSAFE Programme

### Definitions:

"WSHC" refers to the Workplace Safety and Health Council

"bizSAFE Enterprise" refers to an SME that is participating in the bizSAFE programme and has been recognised – as bizSAFE 1, bizSAFE 2, bizSAFE 3, bizSAFE 4 or bizSAFE STAR – for putting in place workplace safety and health programmes such as Risk Management (RM) and Workplace Safety & Health Management System (WSHMS).

"bizSAFE Mentor" refers to a company or organisation that has demonstrated excellent WSH performance and leadership and who are willing to guide bizSAFE Enterprises as they progress in the programme.

"bizSAFE Partner" refers to a company or organisation that supports the programme by providing business advantage to motivate SMEs to join bizSAFE and improve workplace safety and health. These include larger companies that are engaging SMEs as contractors or subcontractors.

"bizSAFE Service Provider" refers to a company or organisation that provides training, consultancy and audit services directly to participating bizSAFE Enterprises under the programme.

### 1.0 General Provisions

1.1 Recognition or participation in the bizSAFE programme, including any audits conducted thereto and/or in conjunction with bizSAFE recognition, as a bizSAFE Partner will not absolve a business, company or organisation of any of its duties, obligations and requirements under WSHA and the regulations made thereunder.

### 2.0 Roles and Responsibilities

2.1 The bizSAFE Partner will

- (a) provide tangible business leverages or incentives to motivate its business associates, especially Small and Medium Enterprises (SMEs) to participate in bizSAFE and progress through the various levels in the programme.
- (b) list out the proposed plans to contribute to the bizSAFE community and to implement the plans within the targeted deadlines set.
- (c) provide continuous support to maintain its status as a bizSAFE Partner.

### 3.0 Validity

3.1 A company's or organisation's bizSAFE Partner status is subject to review at least once every 2 years by WSHC. The company shall re-submit a bizSAFE Partner's application form to WSHC for consideration to renew the bizSAFE status at least 2 months before the expiry date.

### 4.0 Suspension or Revocation of bizSAFE Status

4.1 WSHC reserves the right to suspend or revoke a participating company or organisation's bizSAFE status at any time

4.2 WSHC may suspend a participating company or organisation's bizSAFE status in the event of any serious accident<sup>1</sup>. During the suspension period, the company's information will be removed from the bizSAFE website. All company's collaterals that have indicated its bizSAFE status, such as the use of the bizSAFE logo, will not be allowed to be distributed.

4.3 Any application to reinstate the bizSAFE status will be subjected to WSHC's approval.

### 5.0 Cessation of Business

5.1 Any bizSAFE Partner that intends to cease its business operations or is facing insolvency or bankruptcy proceedings will notify WSHC in writing within 14 calendar days of such intent or proceedings, and will be given before the company or organisation ceases its business operations or before any insolvency or bankruptcy proceedings are instituted.

### 6.0 Termination of Participation

6.1 Any bizSAFE Partner may terminate its participation in the bizSAFE programme by giving WSHC 30 calendar-days notice in writing.

6.2 Upon any such termination, the bizSAFE Partner will discontinue the use of all services and benefits under the bizSAFE programme.

### 7.0 Change of Address

7.1 Every bizSAFE Partner will notify WSHC of any change of its business address and telephone contact particulars within 14 calendar-days of any such change.

### **8.0bizSAFE Criteria**

8.1 WSHC reserves the right to revise the bizSAFE status criteria for bizSAFE Partners at any time. WSHC may change the contents of this terms and conditions and/or create new terms or conditions at any time by notifying the participant company or organisation of the changes. The changes will take effect on the date specified in the notice. WSHC will alternatively notify the participant company or organisation of such changes via online message broadcast on the bizSAFE website or in such manner as WSHC deems appropriate.

### **9.0Intellectual Property**

9.1 The intellectual property rights arising from the bizSAFE programme, including the bizSAFE name and bizSAFE logo and relevant bizSAFE training material, are owned, licensed and controlled by WSHC.

9.2 No part or parts of the bizSAFE logo may be reproduced, distributed, adapted, modified, published, displayed, broadcasted or transmitted in any manner or by any means without the prior written consent of WSHC.

9.3 The bizSAFE logo will not be used by a company or organisation to indicate its bizSAFE recognition or participation status other than/unless expressly allowed/provided for by WSHC.

9.4 To ensure consistency and accuracy, every bizSAFE Enterprise is required to submit its bizSAFE-related publicity text for WSHC's review.