



Government
of South Australia

SafeWork SA

OFFICIAL

Application for proposed ENFORCEABLE UNDERTAKING

The commitments in this undertaking are offered to the Regulator by

**ONESTEEL MANUFACTURING PTY LTD
(ADMINISTRATORS APPOINTED)**

ACN 004 651 325

OFFICIAL

GENERAL INFORMATION:

The information provided in this document is for the purpose of applying for an enforceable undertaking (EU) under Part 11 of the *Work Health and Safety Act 2012* (SA) (the Act) in lieu of potential prosecution.

The information will be managed in accordance with the confidentiality provisions of the Act and the SafeWork SA Confidentiality of Information Policy.

If an EU is accepted by the Regulator, both the EU agreement and the Reasons for Decision Notice will be published on the SafeWork SA website within 28 days. EU's and the Reasons for Decision Notice will remain on the SafeWork SA website and will only be removed at the discretion of the Regulator.

Refer to the 'Enforceable Undertaking Application Guidelines' for further guidance on completing this application.

COMMENCEMENT OF UNDERTAKING

The EU will take effect when the Regulator accepts the EU Application. The date of acceptance is the date the Regulator (or their delegate) signs the EU application.

The EU agreement will not exceed 18 months in duration unless permission has been given by the Regulator to extend the duration to 24 months.

The Undertaking will conclude on written advice from the Regulator to the applicant when all requirements of the undertaking have been satisfactorily completed.

SECTION 1: GENERAL INFORMATION

1.1 Details of the applicant proposing the undertaking

Nominated person: (Point of contact for SafeWork SA communications)	Jennifer Ormsby Manager Health and Safety - Iron Ore
Street address:	Lincoln Highway, Whyalla Road, Whyalla SA 5600
Postal address:	Lincoln Highway, Whyalla Road, Whyalla SA 5600
Telephone:	0408 179 254
Email address:	Jennifer.Ormsby@onesteelmanufacturing.com.au
Legal structure:	Company
Type of business:	Mining, Mineral Processing, and Fabrication
Date business registered:	20 December 1965
No of Workers: Full time:	1575
Part time:	18
Casual:	2
Products and services:	Integrated operations include mining and processing of ore, operation of port infrastructure and manufacture of intermediate and finished steel products.
Comments:	OneSteel Manufacturing Pty Limited (Administrators Appointment) (trading as SIMEC Mining) was placed into Voluntary Administration on 19 th February 2025.

1.2 Details of the characterised or alleged contravention

On 27 August 2025, *OneSteel Manufacturing Pty Limited (Administrators Appointed)* (**'the Company'**) was served with an Information and Summons which alleged that:

On 28 August 2023 at the OneSteel Manufacturing, SIMEC Pellet Plant, at Lincoln Highway, Whyalla, in the State of South Australia, OneSteel Manufacturing Pty Limited (**'the defendant'**) committed a Category 2 offence.

(A minor indictable offence against section 32 of the Work Health and Safety Act 2012).

Particulars of offence

- 1.2.1 At all material times, the first defendant was a body corporate conducting a business known as SIMEC Mining, which was involved in the mining and processing of iron ore, including the production of iron pellets at the SIMEC Pellet Plant, at Lincoln Highway, Whyalla Road, Whyalla SA 5600 Australia (**'the Pellet Plant'**).
- 1.2.2 The Pellet Plant is comprised of numerous different components which in order of process are, the Filter Flux, Balling Drums, Kiln, Cooler, Induration, and Load Out.
- 1.2.3 At all material times, the first defendant engaged workers, including the injured worker to perform work at the site. Specifically, the injured worker was engaged to perform work in the Induration section of the Pellet Plant.
- 1.2.4 The first defendant had a health and safety duty prescribed by section 19(1) of the Act (**the duty**) to ensure, so far as reasonably practicable, the health and safety of works it engaged while they were at work in its business.
- 1.2.5 The first defendant failed to comply with the duty because the worker was at all relevant times employed by the defendant to work as an induration plant operator, and was, whilst undertaking that work, exposed to a risk to his health and safety, by reason that:
 - (a) the iron pellet induration process involved the movement and cooling of heated iron pellets released from a kiln oven into a cooler and a series of hoppers and chutes to be conveyed out of the plant, known as the Induration Plant (**Induration Plant**);
 - (b) the operation of the Induration Plant (**the operation**) required the worker to monitor and discharge heated iron pellets from hoppers known as dribble hoppers (**the dribble hoppers**) using levers located on a control panel (**the control panel**);
 - (c) the levers on the control panel were operated from a platform known as the grizzly (**the grizzly platform**) located above ground level and adjacent to the dribble hoppers;
 - (d) the worker was required to operate the control panel and conduct visual checks of the equipment associated with the operation of the Induration Plant from the grizzly platform;
 - (e) during the operation, it was possible for heated pellets and/or heated material (**heated pellets**) to spill from the area of the Induration Plant located above or adjacent to the control panel, onto the grizzly platform below;
 - (f) on 28 August 2023, heated pellets did spill from the upper parts of the Induration Plant onto lower levels, including the grizzly platform and the area of the control panel, where the worker was located, whilst he was performing work; and

- (g) the falling or spilling of heated pellets onto the grizzly platform, including the area around the control panel where the worker was working, exposed the worker to the risk of being struck by the heated pellets.

1.2.6 The first defendant failed to comply with the duty because it failed to ensure so far as was reasonably practicable, that the worker was provided with a safe work environment, without risks to his health and safety, by reason that it failed to:

- (a) design and/or engineer the Induration Plant so that the control panel was located in a place which did not expose workers to falling or spilling heated pellets;
- (b) enforce and maintain a restricted entry zone which prevented workers from accessing any area of the Induration Plant (including the grizzly platform) when or where there was a risk of heated pellets falling or spilling onto them during the operation;
- (c) require any relevant part of the Induration Plant be shut down if workers were required to access any area when or where there was a risk of falling or spilling heated pellets from the Induration Plant; and
- (d) ensure workers had access to running water and first aid equipment in reasonable proximity to the grizzly platform or any other areas where there was a risk of falling or spilling heated pellets.

1.2.7 The first defendant's failure to comply with the duty exposed the worker to a risk of death or serious injury, in that:

- (a) heated pellets spilling from the Induration Plant above the platform, and falling or spilling in the area around the control panel on the grizzly platform, gave rise to a risk of serious burn injuries if the worker was struck by the heated pellets; and
- (b) the risk materialised, when the worker was struck by heated pellets and his clothing caught alight, whilst he was performing his duties operating the control panel and conducting visual checks, causing serious burns requiring immediate treatment, and hospitalisation as an inpatient.

1.3 Detail the events surrounding the characterised or alleged contravention

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

On 28 August 2023 at approximately 3.35PM, the injured worker was working in an area of the Induration section of the Pellet Plant monitoring discharged heated iron pellets from hoppers known as dribble hoppers (**the dribble hoppers**), using levers located on a control panel (**the control panel**). The control panel was operated from a platform known as the grizzly (**the grizzly platform**) located approximately 2.5m above ground level and adjacent to the dribble hoppers.

During the operation, the injured worker was watching the discharge of heated iron pellets from the dribble hopper onto a conveyor whilst also operating the control panel lever. At this point, the injured worker has heard pellets falling from above and noticed

they were red in colour. The injured worker attempted to take shelter under a structural beam above the dribble hopper control panel.

The hot pellets hit the injured worker's back, igniting their shirt, and cotton undershirt. After taking off both shirts, and dislodging their radio, the injured worker ran straight to the first point of water, 30 - 40 metres away on the wall, and to self-treat their back.

As the injured worker had misplaced their radio when the incident occurred, they travelled to the 3rd floor control room to call for assistance from a mobile phone and continued to treat their burns with water. The injured worker then went to a nearby bathroom to continue to run water over their back.

The injured worker's team members located the injured worker and continued to treat the injured worker with water in the bathroom. They then provided continuous water treatment to his back whilst they assisted the injured worker relocate to the ground floor to meet the onsite emergency response team on their arrival. The injured worker continued to receive support and treated with water until the SA Ambulance Service arrived.

The SA Ambulance Service then transported the injured worker to hospital where they were treated for serious burns.

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

☐ Tick if there were no notices issued by SafeWork SA in relation to the contravention.

Date issued	Notice type	Notice number	Contravention or prohibited activity	Notice Directions	Action taken in response to notice
31.08.2023	Prohibition Notice	WHSPN 242038	The Company must stop the activity of allowing workers to access the grizzly platform while the kiln and cooler are in operation.	Directing the Company to undertake a risk management process.	The Company installed a permanent exclusion zone and relocated the control panel to outside of the exclusion zone.
31.08.2023	Improvement Notice	WHSIN 242040	The Company could not provide evidence that the shirts supplied to their workers provided adequate protection when a hot pellet fall onto their shirt.	Directing the Company to review PPE provided to workers ensuring workers have effective PPE to prevent being burnt through their shirts.	The Company conducted a PPE review, and ensured all workers were issued with new PPE with adequate protection for hot pellets.
31.08.2023	Improvement Notice	WHSIN 242045	The Company did not provide a worker with reasonable access to an emergency shower.	Directing the Company to review access to and the position of emergency showers to ensure that area/s where a worker may	The Company reviewed the portion of safety showers on site and installed additional emergency showers with consideration

				receive burns have good access to safety showers.	given to AS4775-2007.
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1.5 Detail the injury or illness suffered by worker/s or other/s as a consequence of the characterised or alleged contravention detailed above

The injured worker suffered serious burns to their back.

1.6 Detail the employment, workers' compensation and 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 - a former employee of the Company, who was employed by the Company at the time of the incident but has since resigned/terminated.
- ☐ not applicable

Status: Closed: - The injured person was supported to return and recover at work.
The worker returned to full pre-injury duties on 27 March 2024

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

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

Date	Description of support	Comments and costs
28/8/23 – 21/8/25	Recovery & RTW support	As a self-insured employer, the company obtained support from an external rehabilitation consultant with a psychological / counselling background to ensure the injured worker and partner received appropriate support during the injured worker's initial recovery period. The injured worker and family member travel and accommodation costs were paid for during the claim to assist the injured worker access required treatment and attend medical reviews. The injured worker was supported to recover and return at work with his pre-injury employer at the Pellet Plant until they achieved a return to full pre-injuries duties and no longer required treatment. Costs are included in Annexure A
28/8/23 - ongoing	Employee Assistance Program (EAP) – Face To Face Counsellor	The Company provided access to all employees at the Pellet Plant to the Company EAP and a Face To Face Counsellor post the event and ongoing, as required.

1.8 Detail the work, health and safety systems implemented at the workplace pre incident

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

Prior to the incident, the Company operated within the Company Work Health Safety (WHS) Management System, which was aligned to ISO 45001:2018 - Occupational health and safety management systems, Office of National Rail Safety Regulator (ONRSR): Safety Management System Guideline, and Return To Work South Australian (RTWSA) Self Insured Work Health Safety Performance Standards, as verified through extensive evaluations conducted by the ONRSR and RTWSA.

The Company's WHS Management System was designed to ensure:

- the implementation of WHS systems to maintain the health and safety of workers
- consultation including joint employer and worker involvement
- a system that manages risk and supports compliance with WHS legislation, and

- the development of systems that measure outcomes ensures continuous improvement.

SIMEC Iron Ore (Pellet Plant) is a business unit within the overall Onesteel Manufacturing (OSM) business. As outlined in the business WHS Management System Manual, OSM sought to achieve a world class safety performance in work, health and psychological wellbeing and wanted our people and all members of the OSM family to be safe, always. The Company committed to operating to leading standards and not compromising on Company health and safety values.

The SIMEC Iron Ore WHS Balanced Scorecard outlined key WHS objectives including building a:

- A risk-based culture which drives safe and reliable operations, where work is well planned and executed, and critical risks are understood and well controlled
- A culture of trust
- A workplace that actively promotes physical and psychosocial health and wellbeing.

To achieve the Company WHS objectives, the Company had four key strategic pillars and associated WHS initiatives focusing on:

- Critical Incident Prevention
- Enabling Performance
- Interdependent Safety Culture
- Fit For Work & Fit For Life.

1.9 Detail the level and frequency of internal and external auditing undertaken on the work, health and safety systems referred to in term 1.8

Prior to the incident, the Company WHS Management System implemented an Assurance Program which defined the requirements for audits and other assurance activities within the business. The Company took a risk-based approach to identify the sites to be audited, the nature and type of the audit conducted, and the frequency of the audit.

These internal audits were focused on one or more areas including WHS Management Systems, Critical Risk Codes of Practice / Technical Standards, Material Risks, legislative requirements and/or Maturity evaluation elements.

Sites were included in the schedule with consideration of such factors as their risk exposure, health and safety performance, previous audit performance, time elapsed since last audit and other organisational factors.

In the 12-month period prior to the event, Company leaders and safety professionals conducted 21 Critical Risk Critical Control Verification Audits, 68 Critical Risk Inspections, and 12 Codes of Practice / Technical Standards Assurance Audits.

The findings of internal audits were provided to the Company executive Safety Council and communicated to sites, where relevant. Gap closure plans were developed and implemented at the site level, including responsibilities for completion of corrective actions which were tracked through the Company event management system.

The Company was also subjected to external regulatory audits, including a RTWSA self-insurance license evaluation of the Company WHS Management System during March 2023 - May 2023.

1.10 Details of any consultation undertaken with respect to this application – this may include consultation with injured person(s), workers, industry members or with the community

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

The Company engaged the injured worker, his co-workers, and the broader workforce at the Pellet Plant in developing this application.

These groups were engaged through various means including the Company manager/s meeting with the injured worker in person to discuss the Enforceable Undertaking application and seek feedback. The injured worker was supportive of the application and pleased the Company was spending a significant amount of funds to improve health and safety in the workplace, industry, and community.

The Company also engaged the broader Pellet Plant workforce at toolbox talks to explain the intent of the Enforceable Undertaking application and outline the key initiatives the Company proposed they would undertake. The broader workforce were also supportive of the Company investing funds and resources in health and safety initiatives.

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

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

The post incident rectification measures undertaken by the Company include:

- Installation of a permanent exclusion zone in order to control access when plant is operating and eliminates the risk of being exposed to potential falling objects (hot pellets) (\$36,280.27)

- Strengthening of the hopper engineering to reduce the likelihood of wear and tear of the hopper, which can at times create gaps in the hopper where hot pellets can exit and fall to lower levels of induration (\$8,620.00)
- Automation of dribble hopper controls installed, with functionality of these allowing for operation from the Level 3 control room, eliminating the requirement for operator to manually operate levers of the control panel during the monitoring and discharging of pellets activity (\$55,991.42)
- Relocation of the control panel to remove the operator from line of fire of potential falling objects (hot pellets) if/when required to return to manual operation of the control panel levers to monitor and discharge pellets (\$17,138.52)
- Installation of three safety showers to improve access to running water for serious burn adjacent to Cooler (\$102,246.82)

Total amount spent on rectifications \$ 220,277.03

SECTION 2: GENERAL TERMS

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

2.1 Acknowledgement that the Regulator characterised or alleged that a contravention occurred as detailed in term 1.2

It is acknowledged that SafeWork SA alleges contraventions of the Work Health and Safety Act 2012 (SA) in relation to the incident as detailed in term 1.2.

2.2 Statement of regret that the characterised or alleged contravention occurred and the reasons the applicant considers this undertaking is a more appropriate response than a prosecution

The Company sincerely regrets the events of 28 August 2023 and the injuries sustained by the worker, and has taken, and will continue to take, such steps as necessary to ensure that such an incident or similar incident does not occur again.

The Company considers this undertaking as an opportunity to review and improve its safety culture with a focus on leadership training in psychological and psychosocial safety, inclusive the provision of psychosocial safety training for our local industry contracting partners, and the provision of psychological first aid to community business and volunteer organisations.

The Company is committed to donating equipment to our local emergency services to support these local volunteer-based organisations who can be engaged for assistance in responding to significant emergency events on or near the Company premises and also sponsoring a SA Mines and Rescue Competition event. The Company will also

donate first aid equipment to the local health and wellbeing volunteer run Parkrun group. Additionally, the Company is committed to sponsoring a local council and community Mental Health Matters Round.

For these reasons, the work health and safety outcomes that are produced from this undertaking present a more impactful and substantial response to the alleged contravention than a court-imposed sanction.

2.3 Acknowledgment of the guidelines published by the Regulator for the acceptance of an undertaking

I have read and understood the **Guidelines for the acceptance of an enforceable undertaking**

Version: 3

Dated: September 2024

2.4 Acknowledgement that this undertaking is a matter of public record and will be published on acceptance

2.4.1 The Company acknowledges that the undertaking will be published on the SafeWork SA website (in accordance with Section 217(2) of the Act) and referenced in SafeWork SA material.

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

2.5.1 The Company has the financial ability to comply with the terms of this undertaking and on request by the Regulator, can provide evidence to support this declaration.

2.5.2 "Voluntary Administrators" means Mark Mentha, Sebastian Hams, Michael Korda and Lara Wiggins in their capacity as the joint and several voluntary administrators of the Company.

2.5.3 Capacity of Voluntary Administrators - The Voluntary Administrators cause the Company to enter into this agreement solely in their capacity as agents for the Company and the Voluntary Administrators are not personally responsible to any party to this agreement for, or will be personally liable (whether in negligence or on any other ground whatsoever), in respect of:

- (a) any conduct relating to, contained in or relying on, this agreement or any document or agreement referred to in or received under this agreement;
- (b) the value, validity, effectiveness, genuineness, enforceability or sufficiency of this agreement;
- (c) to the extent permitted by law or an order of the Court, any failure by the Company to perform their obligations under this agreement; or
- (d) the accuracy or validity of any representation, warranty or undertaking provided by the Company in relation to or in connection with this agreement; and
- (e) any action taken or omitted to be taken by it or them under this agreement except in the case of its or their own wilful misconduct, gross negligence or fraud.

Each reference to the Company is a reference to the Company acting by the Voluntary Administrators only unless otherwise specified.

2.5.4 No Personal Liability - Notwithstanding any other provision of this agreement the parties acknowledge and agree that:

- (a) the Voluntary Administrators have not personally made any representations whatsoever or personally given any warranties or indemnities whatsoever in respect of or in connection with this agreement or anything contemplated hereunder;
- (b) they are not contracting personally with the Voluntary Administrators, but with the Company; and

- (c) to the maximum extent permitted under Law, the Voluntary Administrators are not personally liable on any basis for the performance of the Company's obligations under this agreement, or for any act, matter or thing arising out of or in connection with this agreement.

2.5.5 Release

- (a) The parties release the Voluntary Administrators from any and all loss suffered or incurred by any of them under or in connection with this agreement, its subject matter and anything contemplated hereunder, but excluding any loss suffered as a result of the Voluntary Administrators' gross negligence, wilful misconduct or fraud.
- (b) This clause operates as a deed poll in favour of each Voluntary Administrator and is enforceable by them even though they are not a party to this agreement.

2.5.6 In the event of impending liquidation or sale of the entity, the Company will advise the Regulator of the relevant circumstances and its capacity to comply with the outstanding terms of this undertaking.

2.5.7 If the Company or business is sold as a going concern during the life of this Enforceable Undertaking, the parties acknowledge the buyer is proposed to become the duly authorised person.

2.5.8 If there is a change in who is responsible for the Enforceable Undertaking, the buyer of the Company will be required to be formally vary the Enforceable Undertaking regarding the change and the responsible officer or the new duly authorised person will sign the Enforceable Undertaking agreement and will become responsible for the enforceable terms. This Enforceable Undertaking variation will need to be signed by a director or authorised person of the buyer of the Company and the Regulator.

2.5.9 Subject to compliance with confidentiality (and the execution of a non-disclosure agreement), the WHS Regulator will review the relevant part of the draft sale contract if the Company or the business is to be sold as a going concern during the life of this Enforceable undertaking, to ensure the proposed wording is robust concerning the proposed transfer of the Enforceable Undertaking agreement responsibility.

2.5.10 The Company will ensure, in the event of a new buyer taking over the company during the duration of the Enforceable Undertaking, that the purchase contract references the new company will assume responsibility for the Enforceable Undertaking and execute the Enforceable Undertaking variation.

2.6 Statement regarding applicant's relationship with any corporations, officers, employees, contractors, proposed beneficiaries of donation,

sponsorship or scholarship or other recipient of financial benefit contained in this undertaking

The Company confirms that there are no relationships with any corporations, officers, employees, contractors, proposed beneficiaries of donations or scholarships or other recipients of financial benefits contained in this undertaking.

2.7 Statement regarding Intellectual Property Licence

The Company, 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.

2.8 The applicant acknowledges Annexure A must be completed and submitted to the Regulator when making an EU application.

The Company acknowledges Annexure A must be completed and submitted to the Regulator when making an EU application.

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

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

2.9.2 Cooperation will be given to allow the Regulator's officers to assess compliance including giving access to relevant material (evidence of compliance).

2.9.3 It is acknowledged that the applicant is responsible for demonstrating compliance with this undertaking and evidence of compliance must be provided by the agreed due date.

2.9.4 An update, in relation to the compliance status with each of the enforceable terms of this undertaking will be provided to the Regulator at three monthly intervals during the undertaking.

2.9.5 It is acknowledged that any proposed variations to a term must be submitted to the Regulator no later than 14 days prior to the terms agreed completion date.

2.10 Where possible, the applicant commits to linking the benefits of the activities to the risks that led to this undertaking

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

The Company is committed to focus on activities as part of this EU that will demonstrate improvements in WHS systems associated with risks that led to this undertaking.

2.11 If charges have been laid against the applicant and withdrawn as a result of the Regulator accepting an EU agreement, the Company agrees to not seek any costs from the Regulator.

The Company agrees to not seek any costs from the Regulator if charges have been laid against the Company and withdrawn as a result of the Regulator accepting an EU agreement.

SECTION 3: ENFORCEABLE TERMS

The applicant 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 applicant 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:

Once the EU is approved by the Regulator, the Company will:

- Distribute a Safety Communication to all Company workers summarising the EU content and key activities
- Upload the EU to the Company Intranet Safety site
- Display the EU on notice boards relevant to the location of the incident; and
- Ensure the EU document is included in all Company Health and Safety Committee meetings.

Dissemination will occur by (timeframe): 4 weeks of EU approval by Regulator.

The company will provide the Regulator with the following (evidence) to demonstrate compliance with this term:

- Provide a copy of the Safety Communication
- Provide a screenshot of the EU made available on the Company Intranet Safety site

- Provide photo evidence of the EU on notice boards relevant to the location of the incident; and
- Provide evidence of Health and Safety Committee meeting minutes where the EU has been discussed with worker representatives.

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
3.2.1 Engage an industry leading Subject Matter Expert to provide at least eleven 1-day safety leadership workshops (16 leaders per workshop) to a minimum of 90% of the Company senior, middle and frontline leaders. Safety leadership workshops to focus on psychosocial and psychological safety, inclusive of: Understanding the Psychology of Safety; The Human and Organisational Performance (HOP) Framework; Learning Teams; Risk Awareness and Weak Signals; Human Behaviour and Decision Making; and Building a Culture of Learning and Resilience. Outcomes of the safety leadership workshops will include: leaders receiving support to model the behaviours, expectations and capabilities that shape a high performing culture; empowering employees with practical, real world tools that build confidence, ownership, and meaningful everyday action; and fostering an environment where wellbeing, safety, and leadership are understood as shared responsibilities rather than compliance requirements. The program will focus on strengthening safety leadership capabilities, shifting mindset, and building accountability without blame. Outcomes the program works towards includes building consistent leadership and workforce capability that is applied in everyday operations and sustained over time, and creating a culture of care, trust and ownership that supports safer decisions, stronger engagement, and performance.	\$ 280,000.00	18 months from acceptance

Activities	Minimum cost	Timeframe
The company will provide the Regulator with the following (evidence) to demonstrate compliance with this term: 1. Invoices and payment records for the engagement of the subject matter expert 2. Copy of the training plan/package to be delivered by the subject matter expert 3. Attendance records Refer to Annexure A for details of training provider and course.		
Total minimum cost of benefits for workers/others	\$ 280,000.00	

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 Engage an industry leading Subject Matter Expert to provide at least five workshops (16 leaders per workshop) to local industry contracting partners. Workshops are designed to address psychosocial health, support legislative requirements for managing psychosocial risks, provide practical tools to reduce hazards, challenge unconscious biases, support wellbeing, and foster trust. The program empowers leaders to build psychologically safe, inclusive, and high-performing teams. Participants gain clear, actionable strategies to integrate fairness, inclusion, and psychological safety into everyday practices, creating workplaces where people thrive and businesses perform. The company will provide the Regulator with the following (evidence) to demonstrate compliance with this term: 1. Invoices and payment records for the engagement of the subject matter expert	\$ 75,000.00	18 months from acceptance

Activities		Minimum cost	Timeframe
	2. Copy of the training plan/package to be delivered by the subject matter expert 3. Attendance records		
3.3.2	Provide sponsorship to a SA Mines and Emergency Rescue Competition (SAMERC) event. SAMERC is designed to test the skills, capability and knowledge of teams who may be called upon to respond during a mine emergency. Held annually, the Competition provides realistic and challenging scenarios that help build confidence and strengthen emergency response capacity across the sector. The company will provide the Regulator with the following (evidence) to demonstrate compliance with this term: 1. Payment and receipt records for the sponsorship 2. Written confirmation from the beneficiary that the sponsorship has been received.	\$ 5,000.00	6 months from acceptance
Total minimum cost of benefits for industry		\$ 80,000.00	

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

Activities		Minimum cost	Timeframe
3.4.1	Provide psychological first aid training sessions by a Registered Training Organisation (up to 25 participants per session) to local community business members and/or members of local volunteer organisations.	\$ 22,500.00	12 months from acceptance

Activities	Minimum cost	Timeframe
The company will provide the Regulator with the following (evidence) to demonstrate compliance with this term: 1. Invoices and payment records for the training provider 2. Attendance records		
3.4.2 Donate funding for equipment to local State Emergency Services to support this volunteer-based organisation who can be engaged for assistance in responding to significant emergency events on or near the Company premises. The Company will provide the Regulator with the following (evidence) to demonstrate compliance with this term: 1. Invoices and payment records for equipment provided 2. Evidence from the beneficiary that the equipment or resources has been received 3. Evidence of how the equipment was utilised to deliver a benefit to the community (Written confirmation from the beneficiary)	\$ 10,000.00	6 months from acceptance
3.4.3 Provide sponsorship to the local community annual Mental Health Matters Round initiative, driven by council and the community which unites sport, schools, mental health services, businesses, and residents to raise mental health awareness. The Company will provide the Regulator with the following (evidence) to demonstrate compliance with this term: 1. Payment and receipt records 2. Written confirmation from the beneficiary that the donation has been received and utilised to deliver a benefit to the community (Written confirmation from the beneficiary).	\$5,000.00	3 months from acceptance
3.4.4 Donate funding to purchase an Automated External Defibrillator (AED) to the local Parkrun to support this volunteer-based health and wellbeing organisation.	\$2,500.00	6 months from acceptance

Activities	Minimum cost	Timeframe
The Company will provide the Regulator with the following (evidence) to demonstrate compliance with this term: 1. Invoices and payment records for equipment provided 2. Evidence from the beneficiary that the equipment or resources has been received 3. Evidence of how the equipment was utilised to deliver a benefit to the community (Written confirmation from the beneficiary)		
Total minimum cost of benefits for workers/others	\$ 40,000.00	

3.5 Agreement to pay the Regulator's costs

3.5.1 The Company agrees 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	\$ 3,345.00
Compliance monitoring costs	\$ 14,535.00
Publication costs	\$ Enter amount
Total Amount	\$ 17,880.00

3.6 Minimum spend

3.6.1 The Company 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)

Total value of	Minimum spend
Benefits to workers/others	\$ 280,000.00
Benefits to industry	\$ 80,000.00
Benefits to community	\$ 40,000.00
Regulator costs	\$ 17,880.00

Total minimum spend for the undertaking	\$ 417,880.00
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3.6.2 The Company 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 develop and implement safe systems of work (or maintain safe systems of work if already implemented) to ensure the applicant is compliant with the *Work Health and Safety Act 2012 (SA)*

3.7.1 The Company commits to implementing safe systems of work within 12 months of the acceptance of this undertaking.

Or

☒ Tick if the applicant has already implemented safe systems of work at the workplace.

The Company commits to maintaining the safe systems of work implemented at the workplace.

3.8 A commitment to ensure the safe systems of work are audited by third party auditors

3.8.1 The Company commits to ensuring the safe systems of work will be audited by an independent third party WHS auditor.

3.8.2 The Company acknowledges that details of the auditor's qualifications will be provided to the Regulator (pre audit).

3.9 A commitment to provide a copy of each finalised system audit report to the Regulator

3.9.1 The Company acknowledges that audit reports received from the auditor will be sent to the Regulator within 30 days of the audit.

3.9.2 The Company acknowledges 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.

SECTION 4: OFFER OF UNDERTAKING

EITHER

I offer this undertaking and commit to the terms herein.

Signed: _____
[Person]

[Print name]

[Position]

Dated at _____ this _____ day of _____ 20_____

OR

As a duly authorised person of OneSteel Manufacturing Pty Ltd (Administrators Appointed) I offer this undertaking and commit OneSteel Manufacturing Pty Ltd (Administrators Appointed) to the terms herein.

Signed:  _____
[Duly Authorised Person]

Lara Wiggins _____
[Print name]

Voluntary Administrator _____
[Position]

Dated at _____ this 12th day of August 2026

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]

GLENN FARRELL
[Print name]

EXECUTIVE DIRECTOR
[Position]

Dated at KESWICK this 15TH day of SEPTEMBER 2026



1300 365 255



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