

ENFORCEABLE UNDERTAKING

Part 11

Work Health and Safety Act 2011

The commitments in this enforceable undertaking
are given by

Junco Jay Group Pty Ltd

ACN: 624 111 066

to SafeWork NSW Agency and accepted by SafeWork NSW Agency

Privacy statement

SafeWork NSW Agency respects your privacy and is committed to protecting personal information. The information provided on this document is for the purpose of making an undertaking to SafeWork NSW Agency given for the purposes of part 11 of the WHS Act. This information will be managed within the requirements of the current state government privacy regime.

SafeWork NSW Agency may publish the undertaking and the information contained in it for purposes identified in the undertaking or for other appropriate legal purposes in various publications such as newspapers and on its website. SafeWork NSW Agency may be required to disclose

personal information to other regulatory agencies in accordance with other law enforcement activities which may be conducted as part of an investigation. Further information on our privacy policy is available at safework.nsw.gov.au.

Purpose

The purpose of this enforceable undertaking is to document the undertakings given to SafeWork NSW Agency and accepted by SafeWork NSW Agency pursuant to Part 11 of the Work Health and Safety Act 2011 (NSW) (**WHS Act**) in connection with matters relating to alleged contraventions of the WHS Act or the Work Health and Safety Regulation 2017 (NSW) (**the Regulations**). The Agreed Terms of the Enforceable Undertaking are set out below.

Section 1 – General information

a. Details of the person giving the undertaking

Entity Name:	Junco Jay Group Pty Ltd
ACN / ABN:	624 111 066
Registered Address:	[REDACTED]
Postal address:	[REDACTED]
Telephone contact:	[REDACTED]
Email address:	[REDACTED]
Legal structure:	Incorporated Company
Type of business:	Plastering
Commencement date of the entity:	30 January 2018
Number of workers:	Full-time: 2
Products and/or services:	Supply and instal of gyprock plaster

b. Commencement

This Undertaking comes into effect when:

- i. the Undertaking is executed by Junco Jay Group Pty Ltd;
- ii. SafeWork NSW Agency accepts the executed Undertaking (**Commencement Date**).

c. Duration

- i. Section 5 identifies timeframes for the completion of each strategy identified in this enforceable undertaking;
- ii. the enforceable undertaking will be concluded on written advice from SafeWork NSW Agency to Junco Jay Group Pty Ltd when all requirements of the undertaking have been satisfactorily executed.

Section 2 – The alleged contravention

a. Details of the alleged contravention

It is alleged by SafeWork NSW Agency that between 20 January 2023 and 27 February 2023, Junco Jay Group Pty Ltd failed to discharge its obligations as a person conducting a business or undertaking under section 46 of the WHS Act in that it did not consult, co-operate and co-ordinate activities with other duty holders.

b. Details of the events surrounding the alleged contravention

Between 20 January 2023 and 27 February 2023 Junco Jay Group Pty Ltd failed to consult, co-operate and co-ordinate activities with a contractor to ensure the health and safety of workers undertaking work at a residential constructions site, including in relation to the risk to workers of falling from heights over unprotected edges and/or through unprotected voids.

c. The details of any injury that arose from the alleged contravention

A worker suffered serious injuries on 27 February 2023 after falling from a height on the site.

d. An acknowledgement that SafeWork NSW Agency alleged a contravention has occurred

It is acknowledged by Junco Jay Group Pty Ltd that SafeWork NSW Agency has alleged that Junco Jay Group Pty Ltd has contravened sections 46 of the WHS Act.

e. A statement of regret that the incident occurred

Junco Jay Group Pty Ltd is committed to ensuring, as far as is reasonably practicable, the ongoing health and safety of its workers and other persons. Junco Jay Group Pty Ltd sincerely regrets the incident on 27 February 2023 occurred and extends its sympathy to the injured worker, their family, and any others who have been affected by the incident.

Note: the above is not an admission of guilt

f. Prior work health and safety convictions

Junco Jay Group Pty Ltd has had no prior work health and safety convictions in NSW or other work health safety jurisdictions.

g. Details of workers compensation provided (if the injured person is a worker)

Junco Jay Group Pty Ltd understands that the worker was provided the appropriate workers compensation payments and support through their employer's workers compensation policy and related providers.

h. Details of the support provided to the injured person(s) and others impacted by the alleged contravention

Junco Jay Group Pty Ltd has not provided support to the injured worker. However, the company understands that the injured worker has been receiving support through other channels, and the injured worker has not contacted the company seeking any assistance or support. Should they do so, Junco Jay Group Pty Ltd will assist the injured worker. No worker of Junco Jay Group Pty Ltd were present for the incident and no ongoing health or personal related concerns have been raised with the company.

Section 3 – Enforcement Notices and Rectifications

a. The details of any enforcement notices issued that relate to the alleged contravention

There was no enforcement notices issued to Junco Jay Group Pty Ltd in relation to the alleged contravention.

b. Any rectifications or changes made to work health and safety systems and/or practices as a result of the alleged contravention

Description	\$ Amount
Took steps immediately to prevent any other subcontractor from working on the site until such time as the builder erected appropriate scaffolding and covered all void areas. Adopted the practice of not permitting subcontractors on site until the relevant builder has erected appropriate scaffolding/safety precautions at all subsequent projects.	NIL
Consults with all subcontractors on site about taking appropriate safety precautions, including using appropriate equipment for the site in question.	NIL

TOTAL AMOUNT SPENT ON RECTIFICATIONS

Section 4 – Statements, commitments, and acknowledgements

a. A commitment that the behaviour that led to the alleged contravention has ceased and will not reoccur

Junco Jay Group Pty Ltd commits that the behaviour that led to the alleged contravention has ceased and that it will take all reasonably practicable steps to prevent recurrence of this type of incident.

b. A statement of assurance about future work health and safety behaviour

Junco Jay Group Pty Ltd is committed to complying with its obligations under the WHS Act and ensuring, so far as reasonably practicable the health and safety of all workers and those who may be affected by its business or undertakings.

c. A commitment to the ongoing effective management of work health and safety risks

Junco Jay Group Pty Ltd commits that it will, so far as reasonably practicable, maintain ongoing effective management of work health and safety risks.

d. An acknowledgement that the enforceable undertaking will be published and publicised

Junco Jay Group Pty Ltd acknowledges that the enforceable undertaking will be published on SafeWork NSW Agency's internet site until the completion of the enforceable terms and may be referenced in SafeWork NSW Agency's publications.

e. A statement of ability to comply with the terms of the enforceable undertaking

Junco Jay Group Pty Ltd acknowledges that it has the financial ability to comply with the terms of this enforceable undertaking.

f. An acknowledgement consultation has occurred within the workplace regarding the proposal of an enforceable undertaking

Junco Jay Group Pty Ltd acknowledges that it has consulted within the workplace in relation to the development of the enforceable undertaking proposal, including consultation with all directors, shareholders, and remaining employees.

g. Intellectual property licence

Junco Jay Group Pty Ltd grants SafeWork NSW Agency a permanent, irrevocable, royalty-free, worldwide, non-exclusive license to use, reproduce, distribute, electronically transmit, electronically distribute, adapt, and modify any materials developed as a result of this enforceable undertaking.

h. A commitment to participate constructively in all compliance monitoring activities of the undertaking

Junco Jay Group Pty Ltd acknowledges that the responsibility for demonstrating compliance with this undertaking rests with Junco Jay Group Pty Ltd. Evidence to demonstrate compliance with the terms will be provided to SafeWork NSW Agency by the due date for each Strategy item identified in Section 5.

Junco Jay Group Pty Ltd acknowledges that SafeWork NSW Agency may undertake other compliance monitoring activities to verify the evidence that is provided for each Strategy item identified in Section 5. The evidence provided to demonstrate compliance with the undertaking will be retained by Junco Jay Group Pty Ltd until advised by SafeWork NSW Agency that the undertaking has been completely discharged.

Junco Jay Group Pty Ltd acknowledges that SafeWork NSW Agency may initiate additional compliance monitoring activities, such as inspections, as considered necessary.

Junco Jay Group Pty Ltd acknowledges that should there be any delay in the delivery or compliance of the Enforceable Undertaking this will be subject to mutual agreement (confirmed in writing) between Junco Jay Group Pty Ltd and SafeWork NSW Agency.

i. A commitment regarding linking the strategy and promotion of benefits to the enforceable undertaking

Junco Jay Group Pty Ltd is committed to ensuring that any real or perceived promotion of a benefit arising from this enforceable undertaking will clearly link the benefit to the enforceable undertaking and that the enforceable undertaking was entered into as a result of the alleged contravention identified in section 2 above.

Where products or other deliverables are externally promoted or have a direct link to the enforceable undertaking Junco Jay Group Pty Ltd will include the following statement:

This has been produced as part of an enforceable undertaking between Junco Jay Group Pty Ltd, ACN: 624 111 066, and SafeWork NSW Agency.

Any variation to the above statement requires prior written agreement between Junco Jay Group Pty Ltd and SafeWork NSW Agency.

j. A commitment to gain review and approval for industry and/or community safety information

Junco Jay Group Pty Ltd commits that any strategies to be implemented by Junco Jay Group Pty Ltd in compliance with this Enforceable Undertaking that involves safety information being provided to the industry and/or community will be subject to SafeWork NSW Agency's review and approval of the content prior to dissemination.

k. Inconsistent Statements

Junco Jay Group Pty Ltd commits that it will not make any statement or otherwise imply anything that is inconsistent with the statements, commitments or acknowledgements contained in this Undertaking and will take steps to ensure its representatives, employees and officers do not make any such statements.

l. Reliance on Commitments

Junco Jay Group Pty Ltd acknowledges that SafeWork NSW Agency may rely upon the commitments and statements set out in Section 4 (a), (b) and (c) above when making decisions regarding enforcement action if Junco Jay Group Pty Ltd fails to comply with its work health and safety obligations in the future, including but not limited to any failure to comply with its obligations under this Undertaking.

m. Withdrawal or variation

Junco Jay Group Pty Ltd may with the written agreement of SafeWork NSW Agency withdraw or vary the undertaking in accordance with section 221 of the Work Health and Safety Act 2011.

n. Acknowledgement of Enforceable Undertakings Guidelines and Contravention of the Undertaking

Junco Jay Group Pty Ltd has read and understood SafeWork NSW Agency Enforceable Undertakings Guidelines.

Junco Jay Group Pty Ltd acknowledges that if Junco Jay Group Pty Ltd contravenes any of the terms of this Enforceable Undertaking, SafeWork NSW Agency may apply to the Industrial Court for an order in accordance with section 220 of the Work Health and Safety Act 2011.

Section 5 – Strategies

The objectives of Junco Jay Group Pty Ltd's strategies as set out below are to raise awareness about work safety practices in New South Wales, particularly in communities that may be unaware, or lack an understanding, of work, health, and safety procedures, and thereby better inform those communities on procedures that reduce workers exposure to serious injury. A particular emphasis will be placed on site induction and appropriate procedures directed towards ensuring that all employees and/or subcontractors receive a proper site induction. Moreover, Junco Jay Group Pty Ltd aims to improve its own practices and procedures through the implementation of further training and additional systems that will reduce the risk to workers on site and serve as a model to its contractor network.

Junco Jay Group Pty Ltd undertakes to deliver the following Strategies.

Each strategy in the enforceable undertaking aims to provide lasting work health and safety benefits across the workplace, the industry, and the community, or a combination of these.

Strategies that relate to the dissemination of information in relation to the enforceable undertaking

Strategy 1 – Enforceable undertaking public notice

Summary:

Junco Jay Group Pty Ltd will place a public notice advising of the enforceable undertaking with SafeWork NSW Agency.

WHS outcome and beneficiaries:

The public notice serves to advise the general public about the enforceable undertaking and serves as a form of both education and deterrence for industry.

Strategy delivery and verification:

The strategy will be delivered and verified by SafeWork NSW Agency in accordance with the table below.

How is it occurring	When will it happen	Position Title(s) or Area responsible and/or involved	Evidence that will be provided to SafeWork NSW Agency
Junco Jay Group Pty Ltd will cause a public notice to be published in the Sydney Morning Herald using the script provided in Annexure 1. The notice in the Insert name of publication will be a minimum of 1/8 of a page in size as determined by the editor of the publication. The script for the notices must be approved by SafeWork NSW Agency prior to the public notice being published. Failure to adhere	Within three months of the Commencement Date of the enforceable undertaking but not prior to SafeWork NSW Agency publishing a copy of the enforceable	Company Director	Copy of script for notice provided to SafeWork NSW prior to publication for approval. Within 7 days of placing the published notices Junco Jay Group Pty Ltd will provide SafeWork NSW Agency with the following evidence of placement.

How is it occurring	When will it happen	Position Title(s) or Area responsible and/or involved	Evidence that will be provided to SafeWork NSW Agency
to these conditions may result in SafeWork NSW Agency requesting another public notice be published.	undertaking on its website.		A copy of the full page of the Sydney Morning Herald showing the public notice and the name and date of the publication.

Strategy 2 – Advertisements in community newspapers

Summary:

Junco Jay Group Pty Ltd will place two advertisements in community newspapers setting out the duties of builders and employers to provide adequate site inductions to all workers, including contractors, on constructions sites.

WHS outcome and beneficiaries:

The advertisements serve to advise immigrant and ESL communities of Work about the legal requirement of site inductions and the severity of the consequences and harms that may flow from non-compliance. The advertisements serve to educate specific communities who may be more vulnerable to unsafe work practices by virtue of a limited understanding of English, and lack of awareness of safe work practices in New South Wales.

As a result of this strategy WHS benefits are expected in the:

ü Workplace

✓ Industry

✓ Community

Strategy delivery and verification:

The strategy will be delivered and verified by SafeWork NSW Agency in accordance with the table below.

What is happening	How is it occurring	When will it happen	Position Title(s) or Area responsible and/or involved	Evidence that will be provided to SafeWork NSW Agency
Community awareness of the need to consult, cooperate and coordinate with other duty holders.	Junco Jay Group Pty Ltd to place advertisements in two community newspapers concerning the requirement to ensure consultation, cooperation and coordination occur between all duty holders on work site, including the requirement to have	Within six months of the commencement of the enforceable undertaking.	Company Director	Copy of proposed advertisement in English for SafeWork to comment on and approve with 90 days of the commencement of the enforceable undertaking. Copy of each community newspaper to be provided to

What is happening	How is it occurring	When will it happen	Position Title(s) or Area responsible and/or involved	Evidence that will be provided to SafeWork NSW Agency
	proper site inductions for contractors and subcontractors. The proposal is that the advertisement will be prepared in English, provided to SafeWork for comment and approval, translated into the appropriate language and placed in two community newspapers. Junco Jay Group Pty will bear the cost of drafting the advertisement, having it translated into each language, and the cost of the advertisement.			SafeWork as evidence of compliance within seven calendar days of publishing. Copy of invoices showing payment for advertisements within three months of the advertisement being published.
Industry awareness of the need to consult, cooperate and coordinate with other duty holders.	Junco Jay Group Pty Ltd will prepare an article for distribution by industry bodies concerning the requirement to ensure consultation, cooperation and coordination occurs between all duty holders on work site, including the requirement to have proper site inductions for contractors and subcontractors. The article will be provided to SafeWork NSW to review and approve prior to it being made available to the following industry association for distribution: • Masters Builders Association	Within nine months of the commencement of the enforceable undertaking.	Company Director	Copy of proposed article for SafeWork to comment on and approve with 90 days of the commencement of the enforceable undertaking. Copy of each community industry article to be provided to SafeWork as evidence of compliance within seven calendar days of publishing. Copy of any invoices or payments associated with the cost to be provided within three months of the advertisement being placed.

Cost:

Description	\$ Amount
Fiji Indian Times – E-paper newspaper magazine or Australian Indian Times – both electronic and physical newspaper.	
Sydney Life Magazine	
Master Builders Association Magazine – Full Page Casual Issue	

Total estimated costs	\$6,490
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Strategy 3 – Ongoing WHS Support - Peninsula Group

Summary:

Junco Jay Group Pty Ltd has retained Peninsula Group to conduct a risk assessment of the company's WHS policies and procedures, and engage the third party for ongoing WHS support, including annual reviews of the company's policies and procedures. As part of the service, Peninsula Group will provide a WHS manual for employees, WHS handbook for the managers, procedure forms, and induction plans to the company to minimise workplace risks and ensure compliance. Peninsula Group will also provide ongoing advice to Junco Jay Group Pty Ltd on an as needs basis.

- Inductions
- Insurances, certifications & documents
- Incidents
- Subcontractor sign ons.

<https://peninsulagrouplimited.com.au/health-and-safety-services/consulting>

WHS outcome and beneficiaries:

The user assessment and ongoing support from Peninsula Group will allow Junco Jay Group to implement policies and procedures that meet the companies needs while ensuring they are compliant with all WHS requirements. Peninsula Group will also be able to provide advice concerning the companies obligations in bespoke situations and as well as provide proper procedures that will be implemented to ensure that subcontractors are properly inducted to sites, and potential WHS risks are managed proactively. This will allow Junco Jay Group to manage site inductions and its ongoing WHS responsibilities, which will contribute to an industry wide uplift in safety standards and practices on each building site.

As a result of this strategy WHS benefits are expected in the:

- ü Workplace
- ✓ Industry

Strategy delivery and verification:

The strategy will be delivered and verified by SafeWork NSW Agency in accordance with the below table.

What is happening	How is it occurring	When will it happen	Position Title(s) or Area responsible and/or involved	Evidence that will be provided to SafeWork NSW Agency
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Junco Jay Group Pty Ltd will make immediate arrangements with Peninsula Group or a suitably qualified / competent person as agreed with SafeWork NSW for a risk assessment and generation of appropriate WHS procedures.	Junco Jay Group Pty Ltd will provide details evidence of Peninsula Group's engagement, the completion of the risk assessment, and implementation of procedures.	Within 15 months of the commencement of the enforceable undertaking	Company Director	Junco Jay Group Pty Ltd will provide evidence of the cost of implementation of retaining Peninsula Group. Junco Jay Group Pty Ltd will provide evidence of an annual review by Peninsula Group, as well as evidence that recommended policies and procedures have been implemented within 15 months of the commencement of the enforceable undertaking.
Evidence of Junco Jay Group Pty Ltd and subcontractor use of the policies	Junco Jay Group Pty Ltd will demonstrate to SafeWork NSW use of the recommended procedures for works completed in the 12 months following implementation of the platform.	Within 12 months of the commencement of the enforceable undertaking	Company Director	Junco Jay Group Pty Ltd will demonstrate to SafeWork NSW the jobs and subcontractors that has used procedures recommended by Peninsula Group within the 12 months after implementation of the platform. The evidence will include documents from subcontractors engaged by Junco Jay Group Pty Ltd.

Cost:

Description	\$ Amount
Peninsula Group – provide advice, hands on/verbal/written training, provide manuals for Junco Jay Group Pty Ltd and team, relevant documentation, provide access to legal representation through Peninsula Group for any future matters, provide access to financial protection for any possible charges/claims against Junco.	
Total estimated costs	\$19,051.23

Strategy 3 – Ongoing WHS Support - BuildPass site induction (Contingency Plan)

In the event Junco Jay Group Pty Ltd is unable to complete their activities with Peninsula Group, the relationship is not working, or Junco Jay Group cannot meet their requirements as part of this enforceable undertaking, Junco Jay Group will proceed with the services of Buildpass.

Summary:

Junco Jay Group Pty Ltd will implement a digital platform for the documentation of subcontractor's induction and safety training by way of a Buildpass platform. The Buildpass platform will allow smaller builders to carry out an immediate assessment of the level of training which any subcontractor has in terms of occupational health and safety on small building sites. The purpose of the initiative is to allow for an immediate assessment of the subcontractor's level of safety training which may then be measured against the specific hazards identified on the specific building site. The Buildpass platform will provide Junco Jay Group Pty Ltd improve WHS performance across the following areas:

- Inductions
- Insurances, certifications & documents
- Incidents
- Subcontractor sign ons.

WHS outcome and beneficiaries:

The use of the Buildpass platform will allow an immediate audit to be carried out of any subcontractor's licenses, white card, and other safety records such as inductions and site meetings which have recently been conducted. A key factor in small building jobs is that work is often carried out by trade persons who attend the site on their own, or that subcontractors attend a site for construction when the builder or primary contractor are not on site. Buildpass allows for an effective safety precedent to be established on the building site by using technology to ensure that subcontractors receive proper induction to each site, Junco Jay Group Pty Ltd can manage site inductions and audit them in real time, which will contribute to an industry wide uplift in safety standards and practices on each building site.

As a result of this strategy WHS benefits are expected in the:

- ü Workplace
- ✓ Industry

Strategy delivery and verification:

The strategy will be delivered and verified by SafeWork NSW Agency in accordance with the below table.

What is happening	How is it occurring	When will it happen	Position Title(s) or Area responsible and/or involved	Evidence that will be provided to SafeWork NSW Agency
Junco Jay Group Pty Ltd will make immediate arrangements with Buildpass for the implementation of this system.	Junco Jay Group Pty Ltd will provide details of the arrangements they have with Buildpass to allow subcontractors and tradespeople access to build pass.	Within three months of becoming aware of the activities with Peninsula Group not being successful or able to be resolved.	Company Director	Junco Jay Group Pty Ltd will provide evidence of the cost of implementation of the Buildpass platform, and evidence of any costs paid for subcontractors to access the platform. Junco Jay Group Pty Ltd will provide evidence of their annual subscription for the first and second 12-month periods of the enforceable undertaking.

What is happening	How is it occurring	When will it happen	Position Title(s) or Area responsible and/or involved	Evidence that will be provided to SafeWork NSW Agency
Evidence of Junco and subcontractor use of the Buildpass platform	Junco will demonstrate to SafeWork NSW use of the Buildpass platform for works completed in the 12 months following implementation of the platform.	Within 15 months of the the activities with Peninsula Group not being successful or able to be resolved	Company Director	Junco will demonstrate to SafeWork NSW the jobs and subcontractors that has used the Buildpass platform within the 12 months after implementation of the platform. The evidence will consist of a separate BuildPass report for each job using the Buildpass application.

Cost:

Description	\$ Amount
BuildPass Subscription – Light Subscription – in addition an onboarding training session will be provided and will assign a support officer. Annual rate of \$2,100 per year.	
Total estimated costs	\$2,100

Strategy 4 – Training and education

Summary:

Junco Jay Group Pty Ltd will undertake to complete WHS due diligence training, and 'Assist with managing WHS compliance and contractors' course (competency unit BSBWHS418) with Easy HR and Safety Australia. Junco Jay Group anticipates the training will strengthen Junco Jay Group's WHS skills, knowledge and performance. If this training is unavailable, Junco Jay Group undertakes to complete another training program recognized as suitable by SafeWork NSW.

WHS outcome and beneficiaries:

Junco Jay Group Pty Ltd be able to positively influence and drive a culture within the company and on the sites where the company is contracted to work. This will improve worker safety in the company and across the industry through Junco Jay Group's contractor network.

As a result of this strategy WHS benefits are expected in the:

ü Workplace

✓ Industry

Strategy delivery and verification:

The strategy will be delivered and verified by SafeWork NSW Agency in accordance with the below table.

What is happening	How is it occurring	When will it happen	Position Title(s) or Area responsible and/or involved	Evidence that will be provided to SafeWork NSW Agency
Supervisor and employee training	Junco Jay Group Pty Ltd's director and [REDACTED] will undertake due diligence training with Safety Australia or suitably qualified competent person or training organisation as agreed with SafeWork NSW.	Within 12 months of the commencement of the enforceable undertaking.	Company Director and [REDACTED]	Junco Jay Group Pty Ltd will provide evidence of enrolment in the relevant course within 28 days of enrolment. Junco Jay Group Pty Ltd will provide evidence of completion of the training from the training provider including an outline of the course units or topics delivered within 28 days of completion.

What is happening	How is it occurring	When will it happen	Position Title(s) or Area responsible and/or involved	Evidence that will be provided to SafeWork NSW Agency
				Copy of invoices showing payment within three months of payment being made.
	Junco Jay Group Pty Ltd's director and [REDACTED] will undertake BSBWHS418 training with Easy HR or suitably qualified person or training organisation as agreed with SafeWork NSW	Within 12 months of the commencement of the enforceable undertaking.	Company Director and [REDACTED]	Junco Jay Group Pty Ltd will provide evidence of enrolment in the relevant course within 28 days of enrolment. Junco Jay Group Pty Ltd will provide evidence of completion of the training from the training provider including an outline of the course units or topics delivered within 28 days of completion. Copy of invoices showing payment within three months of payment being made.

Cost:

Description	\$ Amount
Due diligence training with Safety Australia	[REDACTED]
BSBWHS418 training with Easy HR	
Total estimated costs	

TOTAL ESTIMATED VALUE OF THE UNDERTAKING

\$31,436.23

Section 6 – Execution of Undertaking

Junco Jay Group Pty Ltd give this undertaking and commit to the terms herein.

Signed: 

[Executed on behalf of Junco Jay Group Pty Ltd in accordance with section 127(1) of the Corporations Act 2001]

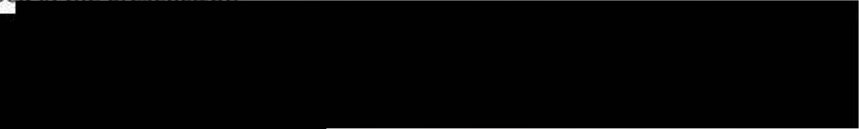
Name: Ms Qin Zhu

Position: Sole Director/Secretary

Date: 01/04/2026

Signed:

Witnessed in the presence of:

Signed: 

Name: 

Date: 

Section 7 – SafeWork NSW Agency's acceptance of undertaking

I accept this undertaking as an enforceable undertaking under section 216 of the WHS Act.

Signed:


Name: Ainslie Lalor

Position: Acting Executive Director, Operations and Enforcement.

Authorised delegate for SafeWork NSW Agency.

Date: 11/09/2026

Annexure 1 – Public Notice of SafeWork NSW Agency’s acceptance of undertaking

Notice of Acceptance of an Enforceable Undertaking under Part 11 of the Work Health and Safety Act 2011.

Between 20 January 2023 and 27 February 2023 Junco Jay Group Pty Ltd failed to consult, co-operate and co-ordinate activities with a contractor to ensure the health and safety of workers undertaking work at a residential constructions site, including in relation to the risk to workers of falling from heights over unprotected edges and/or through unprotected voids.

SafeWork NSW Agency investigated the incident and subsequently alleged that Junco Jay Group Pty Ltd contravened section 46 of the Work Health and Safety Act 2011.

SafeWork NSW Agency has accepted an enforceable undertaking from Junco Jay Group Pty Ltd, ACN 624 111 066 in accordance with Part 11 of the Work Health and Safety Act 2011 in relation to the abovementioned alleged contravention. This notice has been placed under the terms of the Enforceable Undertaking and acknowledges acceptance of the Enforceable Undertaking by Junco Jay Group Pty Ltd.

The undertaking requires the following actions:

- Publishing a notice of the enforceable undertaking.
- Industry and community awareness in communities that speak English as a second language about the important of consultation, in particular site inductions, and the safety procedures for workers on site generally.
- Engagement of Peninsula Group to providing ongoing WHS support including conducting a risk assessment of the company’s WHS policies and annual review of the company’s policies and procedures.
- Undertaking WHS training and professional development with a registered provider.

Junco Jay Group Pty Ltd is committed to ensuring, as far as reasonably practicable, the ongoing health and safety of its workers and other persons. Junco Jay Group Pty Ltd sincerely regrets the alleged contravention and extends its sympathy to the injured worker and their family, and any others who have been affected by the incident.

This undertaking provides the ability to make further improvements in relation to health and safety within Junco Jay Group Pty Ltd and its workforce, the industry and local community.

The full undertaking and general information about enforceable undertakings is available at safework.nsw.gov.au.