WRITTEN AGREEMENT ON

OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993

AS ENTERED INTO AND BETWEEN

Eskom Holdings SOC Ltd (Reg No: 2002/015527/06)

(Hereinafter referred to as “the Client”)

AND

(Reg No: _________________________)

(Hereinafter referred to as “the Mandatory”)

Compensation Fund number: __________________________
1. Reporting

The Mandatory and/or his/her designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act, 85 of 1993 (“the OHS-Act”), shall report to the Project Manager and/or a representative designated by the Client prior to commencing the work at the premises.

2. Warranty of compliance

In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures, as prescribed by the Client, and as provided for in terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 and Regulations (“the OHSAct”), for the purposes of compliance with the OHS-Act. The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS-Act, whereby all responsibility for health and safety matters relating to the work the Mandatory and his/her employees are to perform on the premises in terms of the scope of work shall be the obligation of the Mandatory. The Mandatory further warrants that he and/or his/her employees undertake to maintain such compliance with the OHS-Act. Without derogating from the generality of the above, nor from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his/her employees. The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises in terms of the scope of work is not endangered by the conduct and/or activities of all his/her employees whilst they are on the said premises.

3. Mandatory an employer

The Mandatory shall be deemed to be an employer in his/her own right whilst performing work in terms of the scope of work on behalf of the Client. In terms of Section 16 (1) of the OHS-Act, the Mandatory shall accordingly ensure that himself and/or his/her nominated Chief Executive Officer comply with the requirements of the OHS-Act.

4. Appointments and training

The Mandatory shall appoint competent persons as per Section 16 (2) of the OHS-Act. Any such appointed person shall be trained on any occupational health and safety matter, and the OHS-Act provisions pertinent to the work that is to be performed under their responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Client.
The Mandatory shall further ensure that all his/her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises that forms part of the scope of work. Without derogating from the a foregoing, the Mandatory shall, in particular, ensure that all his/her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment. Notwithstanding the provisions of the above, the Mandatory shall ensure that his/her appointed responsible persons and employees are at all times familiar with the provisions of the OHS-Act, and that they comply with the provisions.

5. Supervision, discipline and reporting

The Mandatory shall ensure that all work performed in terms of the scope of work that it is done under strict supervision, and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his/her employees regarding non-compliance by such employee with any health and safety matters. The Mandatory shall further ensure that his/her employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same, and that he in turn immediately report these to the Client and/or his/her representative.

6. Access to the OHS-Act

The Mandatory shall ensure that he has an updated copy of the OHS-Act on site at all times, and that this is accessible to his/her appointed responsible persons and employees.

7. Co-operation

The Mandatory and/or its responsible persons and employees shall provide full Co-operation and information if and when the Client or his/her representative inquires into occupational health and safety issues concerning the Mandatory. It is hereby recorded that the Client and his/her representative shall at all times be entitled to make such inquiry. Without derogating from the generality of the above, the Mandatory and his/her responsible persons shall make available to the Client and his/her representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his/her materials, machinery or equipment.
8. Work procedures

The Mandatory shall be entitled to utilise, the procedures, guidelines and other documentation as used by the Client for the purposes of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his/her responsible persons and employees are familiar with, and utilise the documents. The Mandatory shall implement and enforce safe work practices as prescribed by the Client, and he shall ensure that his/her responsible persons and employees are made conversant with the contents of these practices and that they adhere to such procedures. The Mandatory shall ensure that his/her employees prior to the obtaining of a permit do perform work and are trained and found competent for which the Client requires a permit.

9. Health and safety meetings

If required in terms of the OHS-Act, the Mandatory shall establish his/her own health and safety committee(s), and ensure that his/her employees, being the committee members, hold health and safety meetings as often as may be required, and at least once every three (3) months. The Client may elect to permit the Mandatory’s health and safety representatives to attend the Client’s health and safety committee meetings.

10. Compensation Registration

The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the cover shall remain in force whilst any such employee is present on the premises.

11. Medical examinations

The Mandatory shall ensure that all his/her employees undergo routine medical examinations, and that they are medically fit for the purposes of the work they are to perform and provide the proof of such to the Client or representative on request.

12. Incident reporting and investigation

All incidents referred to in the Client’s Procedures 32-95 and that of the OHS-Act shall be reported by the Mandatory to the Department of Labour and to the Client immediately upon becoming aware of such incident. The Client shall further be provided with copies of any written documentation relating to any incident.
The Client retains an interest in the notification of any incident as described, above, as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

13. Sub-contractors

The Mandatory shall notify the Client of any sub-contractor he may wish to perform work on the premises in terms of the scope of work. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the Sub-contractor prior to the Sub-contractor commencing with the work. Without derogating from the generality of this paragraph:
1. The Mandatory shall ensure that training as discussed in paragraph ii), above, is provided, prior to the sub-contractor commencing work on the said premises.
2. The Mandatory shall ensure that work performed by the Sub-contractor is done under strict supervision and discipline, as described in paragraph iv), above.
3. The Mandatory shall inform the Client of any health and safety hazard and/or issue which the Sub-contractor may have brought to his/her attention
4. The Mandatory shall inform the Client of any difficulty encountered with regard to compliance by the Sub-Contractor to any health and safety instruction, procedure and/or legal provision applicable to the work the Sub-Contractor performs in terms of the scope of work.

14. Security and access

The Mandatory shall ensure that all employees, materials, machinery or equipment are safeguarded at all times to prevent any injury or losses in terms of crime related activities.

15. Fire precautions and facilities

The Mandatory shall ensure that an adequate supply of fire protection and first aid facilities is provided for the work to be performed. The Mandatory shall further ensure that all his/her employees are familiar with fire precautions at the premises, which include fire hazards that may be caused by third parties and emergency exits and that such precautions are adhered to.
16. Hygiene and cleanliness

The Mandatory shall ensure that the area where the work is performed is at all times maintained to reasonably practicable levels of hygiene and that they maintain the surrounding area of the work site to a reasonably practicable level of cleanliness. In this regard, no loose materials shall be left lying unnecessarily, and the work site shall be cleared of waste material regularly and on completion of the work.

17. No nuisance

The Mandatory shall ensure that neither he nor his/her employees undertake any activity which may cause environmental impairment, nor constitute any form of nuisance to the surroundings. The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on other Mandatory’s, the Clients or tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Client.

18. Intoxication not allowed

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Save that any person required to take medication shall notify the relevant Construction supervisor and Assistant Construction Supervisor thereof, as well as the potential side effects of the medication.

19. Personal protective equipment

The Mandatory shall ensure that his/her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform, and in accordance with the requirements of General Safety Regulation 2(1) of the OHS-Act. The Mandatory shall further ensure that his/her responsible persons and employees wear the PPE issued to them at all material times.

20. Plant, machinery and equipment

The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise while performing work in terms of the scope of work is/are at all times of sound order and fit for the purpose for which it is intended, and that it complies with the requirements of Section 10 of the OHS-Act as well as any other legislation and requirements from the Client.

In accordance with the provisions of Section 10 (4) of the OHS-Act, the Mandatory hereby assumes the liability, for taking the necessary steps to ensure that any article or
substance that it erects or installs at the premises, or manufactures, sells or supplies for the Client, complies with all the prescribed requirements and will be safe and without risks to people’s health.

21. No usage of the Client’s equipment

The Mandatory hereby acknowledges that his/her employees shall not be permitted to use any materials, machinery or equipment of the Client unless the prior written consent of the Client has been obtained, in which case, the Mandatory shall ensure that only those persons authorised to make use of the same, have access thereto.

22. Transport

The Mandatory shall ensure that all vehicles used for the performing work in terms of the scope of work are in a roadworthy condition, are licensed and insured. All drivers shall have relevant valid driving licences and no vehicle shall carry passengers at the back of LDV’s or other vehicles unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs at all times.

23. Clarification

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, it should contact the Risk Manager at the Client’s offices.

24. Duration of agreement

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or whilst any of the Mandatory’s workmen are present on the premises applicable in terms of the scope of work.

25. Headings

The headings as contained in this agreement are for reference purposes only, and shall not be construed as having any interpretative value in themselves, nor any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Signatories:

Thus done and signed at ___________________________ on ________________

PLACE DATE

___________________________________________ for and on behalf of the Client
INITIALS AND SURMANE

__________________________________________ for and on behalf of the Mandatory

INITIALS AND SURMANE

Witness:

1. ______________________                               __________

INITIALS AND SURMANE                                      DATE

2. _______________________             __________

INITIALS AND SURMANE                                      DATE