

Annexure C | Indemnity Form

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
85 OF 1993

Name of scheme or name of registered owner: _____

Hereinafter referred to as "the employer" represented by: _____

and

Name of contractor: _____

Street address: _____

Hereinafter referred to as "the mandatory" represented by: _____

Preamble

(a) WHEREAS the employer and mandatory have entered into an agreement in terms of which the mandatory will perform certain work and/or services on behalf of the employer;

(b) AND WHEREAS the Occupational Health and Safety Act defines a "mandatory" as an agent, a contractor or a subcontractor for work, but without derogating from their status in their own right as an employer or user of plant and/or machinery;

(c) Section 37 of Occupational Health and Safety Act potentially punishes an employer for the unlawful acts or omissions of its contractors, sub-contractors and agents, (hereinafter referred to as the mandatory) save where a written agreement is concluded between the employer and the mandatory, which sets out, and contains arrangements and procedures, which are to be implemented and adopted by the mandatory itself to ensure compliance with the provisions of the Occupational Health and Safety Act and its Regulations, and

(d) The parties hereto wish to enter into such an agreement which is set out below.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Definitions

"**employer**" means _____, the principal to this agreement;

"**mandatory**" means the contractor described under this agreement; sub-contractor means the contractors, agents and/or subcontractors employed by the mandatory;



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"The Act" means the Occupational Health and Safety Act;

"The COID Act" will mean the Compensation for Occupational Injuries and Diseases Act, and

"The Agreement" means this agreement and all documents attached or referred to therein, which form an integral part of the Agreement.

1. Scope of this agreement

This agreement will be binding for all work that the mandatory undertakes for the employer and will apply to the mandatory, its employees, agents, contractors and subcontractors.

2. COID Act insurance

The mandatory warrants that all its employees, agents, contractors and/or its subcontractor's and or their employees (if any) are registered and covered in terms of section 80 to 87 of the COID Act which cover will remain in force whilst any such employees are present on the employer's premises and that all such assessment fees are correct and paid up.

3. Compliance with the Occupational Health and Safety Act

(3.1) The mandatory undertakes to ensure that it and its subcontractors and their respective employees at all times comply with regulations, processes and requirements as laid down under the Act, which without detracting from the generality thereof includes the following: -

(3.1.1) all work performed by the mandatory on the employer's premises and will be performed by persons employed or contracted by the mandatory who are trained to understand the hazards associated with any such work performed;

(3.1.2) the mandatory warrants that it is aware of the provisions of the Act and its responsibilities thereunder and that it will ensure that all and any of its employees, agents or contractors who are to carry out the work at the employers premises in terms of this agreement, are equally made aware of the requirements of the Occupational Health and Safety Act and that all comply with the such requirements in all respects;

(3.1.3) the mandatory must appoint competent persons who must be trained on any occupational health and safety aspect pertaining to them or to work that is to be performed by them;

(3.1.4) the mandatory must ensure that discipline regarding all aspects of health and safety will be strictly enforced;



(3.1.5) where applicable, any personal protective equipment required must be tested and issued by the mandatory to its employees and subcontractors, and the mandatory will ensure that such clothing and equipment is worn at all times;

(3.1.6) no unsafe equipment and/or machinery and/or articles will be used by the mandatory, its employees or subcontractors on the employer's premises;

(3.1.7) the mandatory must make available to its employees and subcontractors, written safe working practices, procedures and precautionary measures, and must ensure that all its employees and subcontractors are made conversant with the content of these practices and that they are enforced at all times;

(3.1.8) all incidents and/or accidents which may occur whilst on the employer's premises or whilst the work under this agreement is being carried out and will be reported by the mandatory to the department of labour as well as to the employer;

(3.1.9) no use may be made by the mandatory and/or by its employees and/or their subcontractors of any of the employer's machinery, articles, substance, plant, personal protective equipment without the employer's prior written approval and any such use will be at the mandatory's own risk;

(3.1.10) the mandatory must ensure that work for which the issuing of a permit is required may not be performed prior to the obtaining of a duly completed and approved permit;

(3.1.11) the mandatory must ensure that no alcohol or any intoxicating substances will be permitted on the employer's premises. Anyone suspected to be under influence of alcohol or any intoxicating substances is not permitted onto the employer's premises and anyone found on the premises suspected of being under the Influence of alcohol or any other intoxicating substances will be escorted off the premises immediately;

(3.1.12) the mandatory will report in writing anything it deems to be unhealthy and/or unsafe to the employer's management, including, but not limited to, any serious injury/ies and/or death/s that may have occurred;

(3.1.13) the mandatory warrants that it will not endanger the health and safety of the employer's employees or visitors or other contractors in any way whilst performing work on the employer's premises;

(3.1.14) the mandatory understands that no work may commence on the employer's premises until this agreement has been duly completed signed and received by the employer;



(3.1.15) no dumping of any hazardous chemical substances is permitted into any drains and/or waste bins. Same must be disposed of in terms of the Hazardous Chemical Substance Regulations of the Occupational Health and Safety Act;

(3.1.16) when any activity during build-up and/ or breakdown periods, is of such nature that it could cause injury to anyone, or damage to the environment, all reasonable practicable preventative measures must be implemented to ensure the health, safety and/or impact upon the environment, and

(3.1.17) all certificates of compliance will be provided in original format to the body corporate or its safety representative.

WITHOUT RECEIPT OF THIS AGREEMENT, CARTWRIGHT'S CORNER BODY CORPORATE RESERVES THE RIGHT TO WITHHOLD ACCESS TO THE WORK AREA

SIGNED ON THIS _____ DAY OF _____ 2023 AT _____.

Signature of the employer

Date

Signature of the mandatory

Date

