



HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR

(IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993)

MEMORANDUM OF AGREEMENT

Between (PRIMARY COMPANY) _____

Company registration number: _____

(Hereinafter referred to as “the Employer”)

And (CONTRACT COMPANY) _____

Company registration number: _____

Compensation Fund Registration No _____

Good Standing Certificate: YES / NO. **Attach a certified copy if available.**

(Hereinafter referred to as “the Contractor”)

In terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 and its regulations, henceforth referred to as the OHS Act, the provision of Section 37(1) of the same Act apply to “the Contractor” henceforth referred to as the contractor, in as far as, “the Employer” shall not be responsible or liable for the actions or inaction’s whatsoever in contravention of the OHS Act taken by the employees of the contractor, in the fulfillment of the contract undertaken by the contractor.

As an **employer in your own right**, you, the contractor are obliged to comply with all the provisions of the OHS Act while on the premises of “the Contractor”, you shall also be required to comply with the conditions and safety procedures of “the Employer”.

“the Employer” hereby reserves the right to cause all work undertaken by the contractor, that is in contravention of the OHS Act and that has come to the attention of “the Employer” to cease, until satisfied that such contravention has been rectified. Non-compliance to “the Employer” arrangements and procedures will adversely affect future contracts, while serious non compliance may lead to immediate expulsion from the premises.

1. REQUIREMENTS, ARRANGEMENTS AND PROCEDURES FOR CONTRACTORS

1. It is a condition of this contract that your employees, and any sub-contractors, be covered in terms of the Compensation for Occupational Injuries and diseases Act 130 of 1993 as amended. A copy of good standing with the Compensation Commissioner shall be attached to the signed copy of this legal document. Furthermore, the contractor or sub-contractor certifies that such cover will not expire during the execution of the task nor will the contractor become in arrears with any payment due to the Commissioner or any other documentation required by the Commissioner.
2. The contractor furthermore agrees to the following health and safety rules of “the Employer”:
 - a. The contractor shall have available a copy of the OHS Act on request.
 - b. The contractor will have a Baseline Risk Assessment where applicable with the Safe Working Procedures as required for the work being done.
 - c. Proof of toolbox talks or in service training of employees on site in relation to Baseline Risk Assessment and Safe Working Procedures will be available on request.
 - d. Any contractor with more than five employees at any time on the premises shall have available a first aid box for prompt first aid. The contents of the first aid kit shall comply with General Safety Regulation R. 2245.
 - e. Any contractor with ten or more employees shall have at least one competent and valid first aider on the premises at their workplace. Should there be fifty or more employees on the premises a further first aider for every fifty employees or part thereof shall be available.
 - f. Any contractor with less than ten employees on the premises shall ensure that such employees are made conversant with the first aider at their workplace.
 - g. The contractor shall keep up to date and available for inspection all applicable legally required registers.

- h. The contractor shall make himself and his employees conversant with “the Employer” emergency and evacuation and lock-down / duress procedures.
- i. The contractor shall not misuse anything, which is supplied in the interest of health and safety.
- j. The contractor shall adhere to all “the Employer” safe working procedures.
- k. The contractor shall be subject to the health and safety and security rules of “the Employer”.
- l. No intoxicating drugs or liquor will be consumed on or brought onto the premises and no person under the influence or who appears to be under the influence will be permitted to come onto or remain on the premises or at a workplace.

2. INDEMNIFICATION

1. The contractor hereby certifies that all contracting workmen recognise the inherent hazards that exist on the premises of “the Employer” and that the Contractor:
 - a. Enters the property entirely at his/her own risk and therefore the Contractor waives any claim of whatsoever nature against “the Employer”, its employees, agents and/or mandataries in respect of any loss, damage and/or injury whether same is the result of any negligent act or omission on the part of “the Employer”, its employees, agents and/or mandataries or other independent contractors or by a third person or by way of defective equipment or materials supplied by the company, and further the Contractor;
 - b. Hereby indemnifies “the Employer”, its employees, agents and/or mandataries against any claims from the Contractor’s employees and/or from any other person, arising and being caused in the manner set out above.

3. ACCEPTANCE

I, (Authorised person’s name and surname) _____ the Contractor,
 (Designation) _____, do hereby declare that my company (Contractor’s
 Company Name) _____, acknowledge having read and understood the conditions
 contained in this legal document and furthermore, our employees agree to abide by these conditions.

Title	Company Name	Authorised person	Authorised signature	Date
Primary Company “the Employer”				
Contractor “the Contractor”				
WITNESS 1				
WITNESS 2				