

SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

THE CITY COUNCIL OF NELSPRUIT

(Hereinafter referred to as the City Council)

Herein represented by

In his capacity as

Of the City Council, he being duly authorised thereto

- And -

.....

(Hereinafter referred to as the Mandatory)

Herein represented by

In his capacity as

Of the Mandatory, he is duly authorised thereto.

WHEREAS:

1. The City Council and the Mandatory entered into a written agreement on the day of 20 In terms of which the Mandatory undertook to carry out certain work under contract for the City Council, viz.

.....
.....

(The said contract work is hereinafter referred to as the Works);

2. The Occupational Health and Safety Act, Act 85 of 1993, as amended, (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of persons at work and in connection with the usage of plant and machinery, as well

as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work;

3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of the supposition and accompanying liability of the City Council as stipulated in section 37(1) of the Act;
4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act;

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1.

WRITTEN AGREEMENT

The parties herewith agree in terms of the provisions of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2.

ACKNOWLEDGEMENT BY MANDATARY

The Mandatory acknowledges herewith that he is fully acquainted with the contents of the Act, as well as with all regulations that have been made in terms of the provisions of section 43 of the Act.

3.

UNDERTAKING BY MANDATARY

- 3.1 The Mandatory hereby undertakes and binds himself to the City Council to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works.
- 3.2 It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory

from his obligations in accordance with the Act and the said regulations.

4.

PERSONAL PROTECTIVE EQUIPMENT

- 4.1 It is compulsory to wear equipment for eye protection when working in an eye protection zone as designated by an appropriate notice.
- 4.2 It is compulsory to wear safety-helmets in a safety-helmet zone as designated by an appropriate notice.
- 4.3 It is compulsory to wear equipment for ear protection in a noise zone.
- 4.4 The wearing of other protective clothing and equipment as prescribed by the City Council is compulsory.
- 4.5 The Mandatory shall ensure that the statutory requirements are complied with at all times.

5.

WORKING PERMIT: WORKING ON OR CLOSE PROXIMITY TO COUNCIL'S ELECTRICAL EQUIPMENT.

- 5.1 Only qualified works man approved by the City Electrical Engineer in writing which is in Possession of a valid permit issued by the Department City Electrical Engineer will be Allowed to work on or in the close proximity of Council's electrical equipment

6.

FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without permission.

7.

SCAFFOLDING, LADDERS, TOOLS, ET CETERA

No equipment or tools that belong to the City Council may be used by the Mandatory without the permission of the City Council.

Except where agreed otherwise beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special cases where the City Council may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the City Council against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7.

SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Council shall be obtained where any work that must be undertaken by the Mandatory is connected with a working process or machinery or any service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the Electrical Engineer of the City Council before any equipment is connected to the electrical supply of the City Council. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

8.

EXCAVATIONS

Written permission shall be obtained from the City Engineer of the Council and the Mandatory shall make sure of the existence and positions of electrical cables, discharge pipes gas-lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red caution lights shall be provided when dark.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exist without a permit giving permission to do so, issued by the head of the relevant department of the Council and until it has been certified safe for entrance by the Safety and Loss Control Officer of the Council as well as a Health Inspector of the Council.

9.

RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplace except when they have to leave their area for work purposes or when they visit toilets.

10.

SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and shall see to it that they submit to it.

11.

LOSS CONTROL OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Loss Control Officer of the Council is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or accident to the employees of the Mandatory that results in absence from work for a period of more than three days shall be reported in writing to the safety and Loss Control Officer of the Council within forty eight hours as well as to the Department of Labour as specified in the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that he is required to report.

In the case of an accident that results in loss of life nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Inspector or without his permission, unless it is necessary to prevent another accident from taking place or to remove corpses or to save persons from danger.

12.

FIRST-AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box.

- 12.1 Every first-aid box shall contain suitable articles and equipment in accordance with the nature of the work carried out.
- 12.2 Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- 12.3 Each first-aid box shall be kept in a place that is readily accessible in case of an accident.
- 12.4 All first-aid boxes shall be placed under the control of a responsible person, except where less than five persons are at work. The responsible person must be in the possession of a valid certificate of competency in first aid, issued by any of the following organisations:
 - A. South African Red Cross Society
 - B. St. John's Ambulance Foundation
 - C. South African First Aid League

A notice indicating where a first-aid box has been placed as well as the name of the person in charge shall be affixed in a conspicuous place. The first-aid facilities of the City Council may be used during emergencies.

13.

FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire Department of the City Council shall be notified before any welding, oxyacetylene welding, cutting of metals, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "SMOKE AND OPEN SURFACE PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow-workers with the fire prevention measures of the City council, which will include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied to.

14.

COMPLETION OF WORK

Before the Mandatory or his subcontractors leaves the site they shall inform the head of the concerned department of the Council and obtain his approval that the work has been completed satisfactorily and that the site of the Works is left in good condition.

15.

SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or material that is salvaged whilst carrying out the work, shall remain the property of the City Council unless the contract specifically provides otherwise.

16.

BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behaviour that might cause danger to their own employees or to the employees of the City Council will be tolerated. The City Council reserves the right to demand the withdrawal of any of the employees of the Mandatory from the premises for the duration of the Contract without having to give any reason therefore.

17.

ACKNOWLEDGEMENT OF THESE REGULATIONS

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the

regulations.

18.

INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause that he is not capable to control himself or persons under his command may, or shall not be permitted on the premises of the City Council.

10.

CONFIDENTIALITY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the City Council as confidential and he may not make unauthorised use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the City Council and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he received from the City Council in connection with the works as well as for any copies thereof that he makes. He shall hand back all such documents, sketches and copies thereof to the City Council upon completion of the works or earlier if so requested by the City Council. The Mandatory shall inform the City Council immediately should any such documents or sketches become lost.

20.

INDEMNIFICATION BY THE MANDATARY

The following conditions will be applicable to the Mandatory:

- 20.1 The Mandatory is liable and herewith indemnifies the City Council irrevocably and in full against any claim for any loss or damage to property or arising from the death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses and charges that may arise when the said occurrences are caused

on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.

20.2 Whenever any of the employees of the City Council is busy with work to, or with the supply of material that will be used during the execution of the works by the Mandatory, or is otherwise busy with work under the instructions and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the Mandatory.

20.3 All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, tools, materials, et cetera that are lent by the City Council to the Mandatory or to employees of the Mandatory for usage during the execution of the works, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the City Council irrevocably and in full against any liability that may arise from such usage.

21.

AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and is signed by both parties.

22.

INDUCTION COURSE

No Mandatory shall carry out any work unless he has attended the induction course of the City Council.

PARTICULARS OF THE MANDATARY

Name (Mandatory)

CEO (Section 16(1))
.....

ID No.
.....

Designation (Position).....
.....

Date

Business (Name)

Address

Tel number (h)..... (w)

Employer number

Registration number as allocated to the contractor by the Workmen's Compensation Commissioner

Date allocated

Confirmed by on

With the Workmen's Compensation Commissioner as well as the Department of Labour that numbers are valid

Thus done and signed at Nelspruit on this day of 20

As witnesses:

1.

2.

THE CITY COUNCIL

Thus done and signed at Nelspruit on this day of 20

As witnesses:

1.

2.

.....

THE MANDATARY

Acknowledgement of receipt of the agreement:

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THE MANDATARY

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