

	SUN CITY SHEQ MANAGEMENT SYSTEM Policy	
Document No. SHEQ Policy 1.21	Written Agreement on Occupational Health & Safety, Section 37(2)	
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Agreement between

SUN CITY RESORT

(Hereinafter referred to as (The Resort))

And

(Hereinafter referred to as (The Contractor))

The Contractor 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 SHE Manager and/or representative designated by The Resort prior to commencing the work at the premises.

In terms of this agreement, “The Contractor” includes any agent, contractor, sub-contractor and service provider for work to be performed at Sun City Resort.

SUN CITY RESORT: AGREEMENT IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO. 85, 1993)

Commitment of compliance to Health and Safety practices

In terms of this agreement the Contractor warrants that he agrees to the arrangements and procedures, as prescribed by The Resort, 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 purpose of ensuring compliance with the Occupational Health and Safety Act. The Contractor further acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS-Act, whereby all responsibility for occupational health and safety matters relating to the work the Contractor and his/her employees are to execute on the premises in terms of the scope of work and/or project execution plan shall be the obligation of the Contractor.

Without derogating from the mandatory provisions of the agreement above, the Contractor shall undertake to ensure the health and safety of his/her employees and any other person who may be affected and/or endangered by the execution of the scope of work in the Resort.

The Contractor’s mandate as an Employer

The Contractor shall be deemed an employer in his/her own right whilst performing work in terms of the scope of work as contracted at The Resort. The Contractor shall comply with Section 16(1) of the OHSAct, ensure that himself and/or his/her nominated Chief Executive Officer comply with the requirements in terms of Section 16(2) of the OHSAct.

Submission of Health and Safety File

The Contractor shall submit a health and safety file as a record of information for all occupational health and safety related matters specific to the project scope or scope of work to be performed within the resort. The Resort shall provide a checklist for documents required in a health and safety file prior commencement of work or project, the documents to be included in a health and safety file shall vary based on the scope of work. The Contractor shall submit such a health and safety file for review and approval to the Resort SHE Manager and/or Representative prior commencement of the project.

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Legal Appointments and related training

The Contractor shall appoint competent persons as per Section 16(2) of the OHSAct. Any such appointed person shall be trained on any occupational health and safety matter, and the OHSAct provisions pertinent to the work that is to be performed under their responsibilities in terms of Section 8 of the OHSAct.

The Contractor and/or 16(2) appointment shall further make appointments and train them as mandated by OHSAct. Such appointments must include, *inter alia*, the following:

- Health & Safety Officer
- Health and Safety Representative
- First Aider
- Competent Persons as mandated by OHSAct Regulations

Copies of any appointments made by the Contractor shall be provided to The Resort and kept in a Safety file.

The Contractor shall further ensure that all his/her employees are trained on the health and safety aspects relating to the work there are performing and that they understand the hazards and risks associated with such work being carried out on the premises that forms part of the scope of work. The Contractor, without derogating from the requirements above, shall ensure all his/her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Immediate supervision and control

The Contractor shall ensure that all work performed in terms of the scope of work is done under strict supervision, and that no unsafe or unhealthy work practices are permitted, including foul play. Control and discipline on 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 Contractor shall further ensure that his/her employees report to him/her all unsafe or unhealthy work conditions immediately after

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they become aware of; and that he/she in turn immediately report these conditions to the Resort SHE Manager and/or a Representative.

Availability of OHSAct and Regulations

The Contractor shall ensure that he/she always makes available an updated copy of the OHSAct and its Regulations on site, and that it is accessible to his/her appointed responsible persons and employees. Further to that, The Contractor, shall make available the copy of the OHS Policy as mandated by the OHSAct. These documents must be kept in a Safety file.

Policies, Standard Operating Procedures, Work Instructions and Checklists

The Contractor shall abide by the procedures, guidelines and other documentation as used by The Resort for the purpose of ensuring a healthy and safe working environment. The Contractor shall then ensure that his/her responsible persons and employees are familiar with and make use of the documents. The Contractor shall implement and enforce safe work practices as prescribed by The Resort, 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 Contractor shall ensure that his/her employees prior to the obtaining of a permit do perform work, are trained and competent for which the Resort requires a permit, e.g. hot works and working at heights.

Health and Safety Committee

Depending on the scope of work, the Contractor may be required to establish a Health and Safety committee and convene meetings in terms of the OHSAct. The Resort SHE Manager and/or Representative may permit the Contractor's health and safety representative to form part of the Resort's Committee meeting.

Letter of Good Standing

The Contractor 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

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discharged. The Contractor shall further ensure that the cover shall remain in force whilst any such employee is present on the resort premises. Documentary proof to be kept in a Safety file.

Medical Surveillance and Monitoring

The Contractor shall ensure that all his/her employees undergo routine and/or annual medical examinations, and that his/her employees are medically fit for the purpose of the work they are to execute. Such proof shall be made available to the Resort SHE Manager and/or Representative up on request.

Reporting of Incidents and Investigation

The Contractor shall ensure his/her employees report all incidents immediately or before the end of the shift. The Contractor shall further inform the Resort SHE Manager and/or Representative of all incidents immediately upon being aware of them. All incidents reportable to the Department of Employment and Labour must be reported in terms of the OHSAct.

Sub-Contracting of the work

The Contractor shall notify the Resort SHE Manager and/or Representative of any Sub-contractor he may wish to perform work on the premises in terms of the scope of work. The terms and provisions contained in this clause shall be equally binding on the Sub-contractor prior to the Sub-contractor commencing with the work. Without derogating from the requirement above:

- a) The Contractor shall ensure that training of the sub-contractor is provided, prior to the sub-contractor commencing work on the resort premises.
- b) The Contractor shall ensure that work performed by the sub-contractor is done under strict supervision and discipline.
- c) The Contractor shall inform the Resort SHE Manager and/or Representative of any health and safety hazards which the sub-contractor may have brought to his/her attention.

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- d) The Contractor shall inform the Resort SHE Manager and/or Representative of any compliance difficulties by the sub-contractor to any health and safety requirements, procedure and/or legal provision applicable to the work the sub-contractor performs in terms of the scope of work.

Security and access for the duration of the project

The Contractor shall ensure that all employees, materials, machinery or equipment are always safeguarded to prevent injury or losses in terms of crime related activities. The Contractor shall properly demarcate the work area, put access control measures and ensure safety of all persons and materials pertaining the work being executed.

Safety precautions and facilities

The Contractor shall ensure provision of fire protections and first aid facilities is provided for the work performed. The Contractor shall further ensure that all his/her employees are familiar with safety 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.

Housekeeping

The Contractor shall ensure that the area where the work is performed is always maintained to reasonably good housekeeping and cleaning practices. 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 work. Regular inspection reports and checklists on housekeeping must be kept in Safety file. The Contractor shall ensure that the work area is left tidy upon completion of work.

Intoxication

No intoxicating substance of any form shall be allowed on the Resort. Any person suspected of being intoxicated shall be denied access to the Resort. Contractor's employees that are on medication shall immediately notify their supervisor of the potential side effects of the medication consumed.

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Personal protective equipment

The Contractor 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 Contractor shall further ensure that his/her responsible persons and employees always wear the PPE issued to them. The Contractor shall keep record of PPE issuing in the Safety File.

Plant, machinery and equipment

The Contractor shall ensure that all the plant, machinery, equipment and/or vehicles he/she uses 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 Sun City Resort.

In accordance with the provisions of Section 10(4) of the OHS-Act, the Contractor 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 Resort, complies with all the prescribed requirements and will be safe and without risks to people's health and safety.

No usage of the Resort's equipment

The Contractor hereby acknowledges that his/her employees shall not be permitted to use any materials, machinery or equipment belonging to the Resort unless the prior written consent from the Resort has been obtained, in which case, the Contractor shall ensure that only those persons authorized to make use of and further accepts liability to any damages thereof.

Transport within the Resort

The Contractor 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

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have relevant valid driving license 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 always adhere to the speed limits and road signs displayed within the Resort. Non-compliance to Resort transport laws may lead to a Contractor being fined and/or banned from the Resort.

Clarification pertaining this Agreement

If the Contractor needs clarity on any of the terms or provisions of this agreement, he/she may contact the Resort SHE Manager and/or Representative.

Duration of agreement

This agreement shall remain in force for the duration of the work to be performed by the Contractor and/or whilst any of the Contractor's employees are present on the resort premises in terms of the scope of work.

Signatories

Thus, done and signed at _____ on _____
PLACE DATE

_____ for and behalf of The Resort

Initials & Surname

Designation: _____

_____ for and on behalf of The Contractor

Initials & Surname

Designation: _____