

Parys Golf & Country Estate



Live the Dream, Experience the Life

Annexure

1 of 2

OCCUPATIONAL HEALTH AND SAFETY ACT – ACT NO 85 OF 1993 (Hereinafter referred to as the “Act”)

AGREEMENT ENTERED INTO BETWEEN

.....

(Hereinafter referred to as the “Contractor”)

AND

THE RESPECTIVE TRUSTEES OF THE HOA AND THE REGISTERED OWNERS OF THE IMMOVABLE PROPERTY/(IES) WHICH FORM THE SUBJECT OF THIS AGREEMENT FROM TIME TO TIME

(Hereinafter referred to as the “Landlord”)

AS ENVISAGED BY SECTION 37(2) OF THE ACT (AS AMENDED)

WHEREAS:

- ⇒ The Act provides for potential penalties to the Landlord save where the Landlord and Contractor has entered into an Agreement setting out procedures to be followed by the Contractor in order to comply with the provisions of the Act.
- ⇒ The Contractor has undertaken to ensure that its employees, agents, sub-contractors and all other parties entering the premises to execute work in terms of this Agreement shall at all times comply with the provisions of the Act.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. This Agreement forms an integral part of the contract between the Landlord and the Contractor in terms of which the Contractor will carry out the works as defined.
2. The Contractor hereby appoints as mandatory and responsible person for the duration of the contract.
3. The Contractor undertakes to ensure that all work is carried out under proper supervision in order to comply with safety regulations as promulgated from time to time.
4. The Contractor undertakes to liaise with the applicable personnel of the Landlord at all times in relation to the work to be performed and safety matters regarding such work.
5. The representatives of the Landlord are entitled to stop or interrupt work which is carried out under unsafe conditions or with unsafe equipment. Any delays and consequential losses arising from such interruptions shall be for the Contractor’s account.
6. The Contractor undertakes to ensure that the mandatory is familiar with the provisions of the Act.
7. It is the duty of the Contractor to advise the Landlord should the Contractor at any time during the currency of this contract be unable to comply with the provisions of the Act.

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8. The Contractor warrants that he is registered in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 ("COIDA").

The Contractor's COIDA Registration Number is

The contractor further warrants that he has paid all assessments up to date and undertakes to timeously pay all the assessments becoming due during the currency of this agreement. It is a condition precedent of this agreement that the contractor provides documentary proof to the Landlord/owners that assessment for the current financial year has been paid.

9. The Contractor hereby unreservedly and irrevocably indemnifies the Landlord and its employees against all or any demands, actions, causes of action and/or lawsuits which may be instituted against it in respect of any loss, damage or claim of whatsoever nature, howsoever caused and which may arise from any breach of this Agreement or failure by the Contractor, its employees, agents or sub-contractors to comply with the provisions of the Act.

SIGNED AT..... ON THIS THE DAY OF 20...

WITNESSES:

1. _____

2. _____

for and on behalf of the Contractor

SIGNED AT..... ON THIS THE DAY OF 20...

WITNESSES:

1. _____

2. _____

for and on behalf of the Landlord