

SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS FOR CONTRACTORS

OHSaES 1.10C

WRITTEN AGREEMENT ON
OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS
IN ACCORDANCE WITH THE PROVISION OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

as entered between

Supreme Poultry (Pty) Ltd.
(hereinafter referred to as "the Company")

and

Compass Medical Waste Services (Pty) Ltd.
(hereinafter referred to as "the Contractor")

Contractor details

Name of Contact Person : Graham du Randt

Telephone Number : 031-2679100

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E-mail Address : compass@compass.za.net

COID, Rand Mutual Assurance
or FEM Registration no: 99000 000 8905

SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS FOR CONTRACTORS

1. INTRODUCTION

To ensure that contractors adhere to the company's safety and health requirements, rules have been drawn up for contractors and their employees to abide by whilst same are on the company's property.

All main contractors shall ensure that any sub-contractor employed by them will receive a set of these rules, understand, sign and adhere to them. Contractors will be held responsible for any breaches of the rules during such time that the contract work is being undertaken.

2. EFFECTIVE DATE AND DURATION

The contractor and / or its designated person appointed in terms of Section 16(2) of the **Occupational Health and Safety Act, No. 85 of 1993 ("the OHSACT")**, shall report to the Risk Control Manager and / or a representative designated by the Company prior to commencing the work at the premises to sign this agreement. This agreement shall come into effect on the date both parties has signed it and shall last until canceled by any one of the parties

3. COID, FEM AND RAND MUTUAL ASSURANCE COVER

The contractor warrants that its entire staff is covered in terms of **COID, FEM OR RAND MUTUAL ASSURANCE**, which cover shall remain in force whilst any such staff is present on the premises. The contractor will provide the company with a current "**letter of good standing**" from **COID, FEM OR RAND MUTUAL ASSURANCE** prior to commencing with the contract work.

4. HEALTH, SAFETY AND ENVIRONMENTAL AGREEMENT

The contractor is deemed to be an employer in his own right and therefore acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHSACT, whereby all responsibility for health, safety and environmental matters relating to the work the contractor and / or its staff are to perform on the premises shall be the obligation of the contractor. The contractor warrants that it / its staff are familiar with the requirements of the OHSACT and undertakes to ensure that it and its staff will comply with them.

No contractor shall commence work on the company's property unless and until he has received permission to do so from

A. Makhasane/ C. De Wet.
Manager / Engineer

5. HEALTH AND SAFETY STANDARDS

In addition to any obligations imposed on the contractor or its staff by the provisions of the OHSACT, the contractor shall:-

- 5.1** Appoint competent staff to perform the work and ensure that all their staff is trained on the health and safety aspects relating to the work and that they understand the hazards associated with all other work being carried out on the premises;
- 5.2** Ensure that all the work is performed under the close supervision of its staff;

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- 5.3 Issue its staff with personal protective equipment as required and shall ensure that such equipments is worn at all material times;
- 5.4 Ensure that all equipment, tasks, activities, substances has had risk assessments done by a competent person and the staff has been training to understand the risks associated with the work to be done or equipment and substances to be used
- 5.5 Ensure that its staff are conversant with safe work procedures based on the risk assessments and that they adhere to such procedures;
- 5.6 Strictly enforce discipline against any of its staff regarding non-compliance by such staff with any health and safety matters;
- 5.7 Not permit the use of any unsafe machinery, plant, equipment, vehicle (including cranes, hoists and forklifts), substance, article, material, property, tool, personal protective equipment, ladder or scaffolding ("materials, machinery or equipment") at the premises;
- 5.8 Not permit any of its staff to use any materials, machinery or equipment of the company unless the prior written consent of the company has been obtained;
- 5.9 Make available to the company on request all and any checklists and inspection registers required to be kept by it in respect of any of its materials, machinery or equipment.
- 5.10 Ensure that its staff report to the company, as soon as possible, any unsafe or unhealthy situation which may come to their attention;
- 5.11 Not commence any work on the premises for which a permit is required until such permit has been duly issued by the company;
- 5.12 Ensure that the health and safety of any other person on the premises is not endangered;
- 5.13 Maintain the surrounding area of the work site in a neat and tidy condition. No loose materials shall be left in aisles or working areas and the work site shall be cleared of waste material regularly and on completion of the work;
- 5.14 Give the company its full participation and co-operation whenever the company inquires into any matter related to health and safety at the premises;
- 5.15 Ensure that no alcohol or other intoxicating substance is brought onto the premises. The company will not permit the presence of anyone who is or appears to be under the influence of alcohol, or any other intoxicating substance, on the premises;
- 5.16 Ensure that it staff are familiar with fire precautions at the premises, which include fire alarms signals and emergency exits and that such precautions are adhere to;
- 5.17 Ensure that its staff strictly observe the "no-smoking" rules;
- 5.18 Ensure that its staff are aware of and comply with specific rules that no firearms and dangerous weapons are allowed onto site ;

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- 5.19 Immediately report all incidents referred to in Section 24 of the OHSACT to the Department of Labour and to the company, A. Makhasane/ C. De Wet (Manager /Engineer) and shall provide the company with copies of any documentation relating to an incident. In this respect, the company hereby obtains an interest in the matter of any inquiry conducted in terms of Section 31 or 32 of the OHSACT;
- 5.20 If required in terms of the OHSACT, establish its own health and safety committee(s) and attend any health and safety committee meetings of the company;
- 5.21 Be responsible for providing the necessary first-aid facilities for its staff;
- 5.22 Supply, install and maintain temporary lighting of such quantity and quality so as to render work at night or in dark areas safe;
- 5.23 Ensure that all its users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.24 Should the contractor be involved in "construction work" as per the definition of the Construction regulations in the Occupational Health and Safety act – the contractor must ensure compliance to the said regulations and in addition must sign the OHSaES 3.20CL and adhere to the conditions noted in the said documents
- 5.25 No combustibles and or flammable substances may be brought onto and stored on site unless written permission has been granted by the client
- 6 ENVIRONMENTAL REQUIREMENTS**
- 6.1 No mandatory shall engage himself / herself in any activity that might result in any form of detrimental impact on the environment.
- 6.2 The mandatory shall ensure that he/she is familiar and well informed off the environmental control and management requirements of the site prior to commencement of the project,
- 6.3 Always report any abnormal situations that you see or find on site.
- 6.4 Resources.**
- 6.4.1 Resources must be used spare fully and only from supply points as authorised by the client.
- 6.4.2 Water will not be allowed to flow uncontrolled.
- 6.4.3 Where electrical appliances, lights and or equipment are not in use, it will be switched off.
- 6.5 Waste Management.** - waste to be collected in line with SA
- 6.5.1 A detailed waste management plan to be provided and must be implemented regarding the management of all waste generated during the duration of the project.
- 6.5.2 If so agreed upon, the waste management program and services of the client can be used.

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- 6.5.3 Waste will not be allowed to accumulate and so cause visual pollution as well as effluent and storm water contamination. Arrangements to be made to ensure regular waste removal.
- 6.5.4 Any run-off or waste water will not be allowed to flow uncontrolled.
- 6.5.5 Waste can only be allowed in the waste area once the contractor has obtained permission from the site manager or environmental coordinator
- 6.5.6 No hazardous waste may be dumped on the clients site
- 6.5.7 Hazardous waste removal certificate must be provided to the client when the contractor removes the said waste

6.6 Use of chemical substances.

- 6.6.1 No chemical substance will be brought onto site unless the required approval has been obtained. Material Safety Data Sheets has to accompany each of the chemical substances.
- 6.6.2 In the event of exposure to chemicals, immediately wash off any substance of contaminants using the correct means. NO Chemical is allowed to enter the storm water drain system
- 6.6.3 Chemicals substances will not be disposed of via the storm water drains.
- 6.6.4 Ensure any spillages are contained and attended to immediately in the correct prescribed manner. Client to be contacted immediately
- 6.6.5 Contractor must provide for own means (spill kit) to handle spillages of the specific chemical substances in use.
- 6.6.6 Contractor must remove all the container that he has brought onto site adhering to laws and local bylaws

6.7 Air quality.

- 6.7.1 Do not cause any uncontrolled or unauthorized emissions.

7 National State of Disaster and or National State of Emergency

7.1 COVID-19

- 7.1.1 It must be noted now and, in the future, that If the Government imposes any restrictions and or enact any legislation that will have and impact on this agreement – all the prevailing regulations and other statutory requirements will be complied with by all contractors and people coming on to the premises and will form part of this agreement
- 7.1.2 The contractor and staff will comply to all the statutory requirements, tests, declarations, questionnaires and other requirements as required by the specific site when wanting to enter the site
- 7.1.3 The contractor will supply a risk assessment to the client with the details of the risks and precautionary measures taken by the contractor to comply to the prevailing regulations, statutory requirements and their own internal standards and protocols

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- 7.1.4 The contractor provide proof that the staff has been trained in the statutory requirements and the risk assessment and precautionary measures an audit document
- 7.1.5 The contractor will provide a completed audit document as per or similar to that required from the DEL - to the client where the contractor's procedures and protocols have been audited and found to be in order before being allowed onto site
- 7.1.6 This requirement will remain part of this agreement for the duration of the state of emergency or any other similar emergency that may be announced by the Government and or if the clients requirements have changed back to the requirements before the said announcement or as may be required by future legislation or requirements from the site

8 BREACH OF THIS AGREEMENT

- 8.1 In the event of any unhealthy or unsafe situation or breach of this agreement, the company shall be entitled, without prejudice to any other rights which may be available to it, to instruct (in writing) the contractor and / or its staff to immediately cease with the work until the situation is made safe and healthy or the breach has been remedied, alternatively, to elect to summarily cancel the agreement, in which event the contractor hereby irrevocably waives any rights to recourse which it may have against the company for any loss(es) arising out of the termination of the agreement.
- 8.2 In the event that the contractor fails to rectify any breach or unhealthy or unsafe situation within a time stipulated by the company, the company shall be entitled to rectify such situation and the contractor hereby irrevocably agrees that the reasonable costs of such steps taken by the company may be set off against any amount payable to the contractor.

9 DAMAGE TO PROPERTY

- 9.1 Should any property belonging to or in the care of the contractor or any person engaged in the contract work be damaged, the company shall not be liable for same, however caused and the contractor fully indemnifies the company in respect thereof; provided such loss or damage to the said property is as a result of the negligent or wilful act or omission of the contractor or its employees or any person, agents and / or mandataries or other contractors or anyone else for whom it is responsible, working under the supervision and instruction of the contractor during the execution of the contract work.
- 9.2 Should any property belonging to the company be damaged, such damage should immediately be reported to the site manager and the contractor shall be liable to compensate the company should the loss or damage to the said property be as a result of the negligence or wilful act or omission of the contractor or its employees or any person engaged during the execution of the contract work employed or supervised by the contractor
- 9.3 Should any property of any other party be damaged through and by way of the contract work the company shall not be responsible therefore and the contractor indemnifies the company accordingly, provided such loss or damage to the said property is as a result of the negligent or wilful act or omission of the contractor or its employees or any person engaged during the execution of the contract work employed or supervised by the contractor.

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10 INDEMNIFICATION

The contractor hereby certifies that all contracting workmen recognize the inherent hazards that exist on the property of the company and that the contractor:-

- 10.1** Enters the property entirely at its own risk and therefore the contractor **walves any claims** of whatsoever nature against the company, its employees, agents and / or mandataries in respect of any loss, damage and / or injury on the company's property, **unless** such loss, damage and/or injury arises as a result of a negligent or wilful act or omission on the part of the company, its employees, agents and / or mandataries or other independent contractors or anyone else for whom it is responsible or by a third person or by way of defective equipment or materials supplied by the company, and
- 10.2** Hereby **indemnifies** the company, its employees, agents and or contractors and anyone else for whom it is responsible against any claims from the contractor, its employees and/or from any other person, due to any claim of whatsoever nature in respect of any such loss, damage and/or injury suffered at the property of the company arising and being caused in the manner set out in 9.1 as aforesaid

I, Julie Venter..... being the person who is duly authorized to bind contractor hereby acknowledge and accept the above terms and agree that the contractor and all persons engaged on the said contract work shall adhere to all the above rules.


SIGNATURE OF CONTRACTOR

DATE 15 June 2021


SIGNATURE OF CLIENT OFFICIAL

DATE 05/07/2021

WITNESS:

JAMIE GERTENBACH


SIGNATURE




SIGNATURE

