





In accordance with the authority delegated to me I ..... HORIZON BAY BODY CORPORATE .....

(Representing the Client) hereby appoint you, .....

(name of service provider) as.....(trade) for the following site address: .

Horizon Bay, No: 4 Blaauwberg Service Road, Bloubergrant, Cape Town, 7441.....

In this capacity you must ensure that the stipulations in terms of the Occupational Health & Safety Act, Act 85 Of 1993 will be complied too at all times. The scope of your authority is applied to all activities performed by your business on the abovementioned site.

You must at all times comply to this Mandatory agreement.

NAME OF CLIENT REPRESENTATIVE:..... HORIZON BAY BODY CORPORATE .....

NAME OF SERVICE PROVIDER:.....

WORKMENS COMPENSATION NUMBER: .....

DURATION OF CONTRACT:

START DATE: (Today's date):.....

END DATE: (Workmens Compensation Expiry Date):.....

CONTRACT REFERENCE: (Today's date):.....

SITE ADRESS/ES: . Horizon Bay, No: 4 Blaauwberg Service Road, Bloubergrant, Cape Town, 7441.



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## **1. REPORTING**

The Mandatary and/or his designated person assigned in terms of Section 16(2) of the Occupational Health and Safety Act, Act 85 Of 1993 (“the OHS Act”) shall report to a Representative designated by the Client prior to commencing of the work at the premises.

## **2. WARRANTY OF COMPLIANCE**

- 2.1 In terms of the agreement the Mandatary warrants that he/she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 2.2 The Mandatary further warrants that all responsible persons and all employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor for the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described, are at all times adhered to by our employees.
- 2.3 The Mandatary hereby undertakes to ensure that the health and safety of any person on the premises is not endangered by their conduct on the premises.

## **3. APPOINTMENTS AND TRAINING**

- 3.1 The Mandatary shall appoint competent persons to work on site. The Supervisor of the workers will be trained on any occupational health and safety matter, as well as the OHS Act and Regulations of the OHS Act provisions, relevant to the work to be performed under his responsibility.
- 3.2 The Mandatary shall ensure that all employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on our premises. Without derogating from the foregoing, the Mandatary will in particular ensure that all users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 3.3 The Mandatary shall ensure that all employees are at all times familiar with the provisions of the OHS Act and that they comply with the provisions of the Act.

## **4. SUPERVISION, DISCIPLINE AND REPORTING**

- 4.1 The Mandatary shall ensure that all work performed on the Client’s premises are done under supervision and that no unsafe or unhealthy work practices are permitted.
- 4.2 Discipline regarding health and safety matters will be strictly enforced against any employee regarding non-compliance with the OSH Act.
- 4.3 The Mandatary will ensure that all the employees report all unsafe and unhealthy work situations immediately after they become aware of the same. The Mandatary must report in writing immediately to the Client Representative any unsafe or unhealthy practices on the premises.



## **5. ACCESS TO THE ACT**

The Mandatary will ensure that the appointed supervisor and all employees have access to the OSH Act.

## **6. COOPERATION**

6.1 The Mandatary and all responsible persons and employees will provide full co-operation and information if and when the Clients Representative inquiries into occupational health and safety issues regarding the Mandatary. It is hereby recorded that the Client or the Representative are at all times entitled to make such inquiry.

6.2 Without derogating from the generality of the above, the Mandatary and his responsible persons will make available to the Client/ Representative, on request, all and any checklists and inspection registers required to be kept in respect of any of materials, machinery or equipment used.

## **7. WORK PROCEDURES**

7.1 The Mandatary will after having established the dangers associated with the work performed, develop and implement mitigation measures to minimise or eliminate such dangers for the purpose of ensuring a health and safe working environment. All workers must be familiar with such mitigation measures.

7.2 The Mandatary will implement any other safe work practices as prescribed by the Client and shall ensure that all employees are made knowledgeable with and adhere to such safe practices.

## **8. COMPENSATION REGISTRATION**

The Mandatary will ensure that he has a valid proof of registration with the Compensation Commissioner for Occupational injuries and Diseases Act 130 of 1993 (COID) and that all payments owing to the Commissioner are made. A Letter of Good standing from the Compensation Commissioner must be provided.

## **9. MEDICAL EXAMINATIONS**

All employees must be medically fit for the purpose of the work they have to perform.

## **10. INCIDENT REPORTING AND INVESTIGATION**

10.1 All incidents referred to in Section 24 of the OHS Act shall be reported to the Department of labour by the Mandatary.

10.2 All incidents must be investigated.

## **11. SECURITY AND ACCESS**

11.1 The Mandatary and all employees shall enter and leave the premises through the gates/checkpoints designated by the Client. All employees will observe the security rules on the site.

11.2 All workers will only be allowed to enter areas associated with their work.



11.3 The Mandatary will ensure that all materials, machinery or equipment brought to the premises are recorded by security. Failure to do this may result in a refusal by the client to allow these items to be removed from the premises.

11.4 The Mandatary will be responsible for any losses caused by employees.

11.5 The Mandatary will ensure that all employees can be identified by wearing an identification card and a uniform.

## **12. FIRE PRECAUTIONS AND FACILITIES**

12.1 The Mandatary will ensure that they have sufficient equipment for fire protection.

12.2 The Mandatary must have a first-aid kit available for use by the employees.

## **13. TOILET FACILITIES**

The Mandatary must ensure that these facilities are always neat and clean. If no facilities are available on the premises the Mandatary has to provide mobile toilet facilities.

## **14. HYGIENE AND CLEANLINESS**

The Mandatary will ensure that the work and site and surround area is at all times maintained to the reasonable and practicable level of hygiene and cleanliness. In this regard no loose materials shall be left lying about and the work site shall be cleared of waste material regularly and on completion of the work.

## **15. NO NUISANCE**

15.1 The Mandatary will ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Client, tenants, residents and/or his surroundings.

15.2 The Mandatary will ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Client or the client's personnel or tenants. Where such situations are unavoidable the Mandatary will give prior notice.

## **16. PERSONAL PROTECTIVE EQUIPMENT**

The Mandatary will provide all employees 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 OSH Act. The employees must wear the PPE issued to them at all times.

## **17. USAGE OF CLIENT'S EQUIPMENT**

The Mandatary are not permitted to use any materials, machinery or equipment of the Client unless the Mandatary has obtained prior written permission.

## **18. INTOXICATION**

No intoxicating substances of any form will be allowed on the premises. Any person suspected of being intoxicated will not be allowed on the site.



**19 DURATION OF THE AGREEMENT**

This agreement will remain in force for the duration of the work/contract to be performed by the Mandatory.

THUS DONE AND SIGNED:

At ..... on the..... day of .....20.....

.....  
For and on behalf of the Mandatory  
Contractor Name (in CAPITALS)

.....  
Contractor Signature

.....  
Witness Name (in CAPITALS)

.....  
Witness Signature

At ..... **BLOUBERGRANT** ..... on the..... day of .....20.....

.....  
**HERMAN MATTHEE**  
For and on behalf of the Client  
(Building Manager Name (in CAPITALS) & Signature

.....  
Building Manager Signature

**POPI ACT:**

**I/We the undersigned hereby give my/our consent for the processing (use) of our personal information by Horizon Bay Body Corporate for security purposes and the Managing Agent/Trustees.**

