

**Hulamin will not be held liable for any breach of the above requirements and the Contractor Companies will need to develop their own safe working procedures, standards, plans in order to work safely and also take all reasonable measures over and above these specifications**



## **APPOINTMENT**

Update: 7 August 2014

Appointment of Principal Contractor under the Occupational Health and Safety Act in terms of Construction Regulations: Regulation 5(1)(k)

### **SECTION 1**

I, Nogabulo Zandi representing Hulam in the capacity of the Responsible Person in terms of the OHS Act, hereby appoint KZN Computer Systems as the Principal Contractor to be in control all of the activities on the Camps drift and/or Edendale sites in terms of sub contractors.

**The duties of the principal contractor are addressed in Regulation 5 of the Construction regulations**

[Signature]  
**SIGNATURE**

SHE  
**DESIGNATION**

20/09/2018  
**DATE**

### **SECTION 2**

#### **ACCEPTANCE OF APPOINTMENT**

I, N. THAKURDIN accept this appointment on behalf of the principal Contractor and I am familiar with the Occupational Health and Safety Act and the Construction regulations.

[Signature]  
**SIGNATURE**  
20/9/2018  
**DATE**

DIRECTOR  
**DESIGNATION**

Whereas the Company has called for the executing of the following work: 4 in  
(insert type of work/services being provided), and whereas the Contractor undertook to carry out the work and whereas the Company and the Contractor have agreed to regulate the environmental, occupational health and safety responsibilities between them, now therefore the undersigned agree to:

## **Section A : Occupational Health and Safety**

1. The Contractor warrants that all his and his sub-Contractors' employees are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act 1993 (COIDA), which cover shall remain in force whilst any such employees are present on Company premises. The Contractor will only allow sub-Contractors on site with the prior written consent of the Company.
2. The Contractor warrants that it is in possession of Public Liability Insurance cover to the amount of R10 MIL and any other insurance cover in the amount of R10 MIL that will adequately make provision for any possible losses and/or claims arising from his and/or his sub-Contractors and/or his employees' acts or omissions on Company premises, which shall remain in force whilst he and/or his sub-Contractor and/or his employees are present on Company premises or which shall remain in force for the duration of his contractual relationship with the Company, whichever period is the longer.
3. The Contractor undertakes to ensure that he and/or his sub-Contractors and/or their respective employees will at all times comply with all the requirements of the Occupational Health and Safety Act 85 of 1993 (OHS-Act) and **that he is an employer in his own regard**. The Contractor (Mandatory) therefore and Company therefore enter into this agreement by virtue of Section 37(2) of the OHS-Act, without derogating from this general undertaking, also comply with the following conditions:
  - a. All work being done will be preceded by hazard identifications and risk assessments and these hazards and risks will be eliminated, controlled or mitigated where reasonably practicable.
  - b. All work performed on Company premises must be performed under the close supervision of the Contractor's Appointed Supervisors on site. Such supervisors are to be conversant with the hazards associated with any work that the Contractor performs on the stated premises as well as the mitigating and controlling measures to be implemented.
  - c. Where Construction managers and Construction safety officers are to be registered with the SACPCMP (South African Council for Project and Construction Management Professions) as per Construction Regulations of 2014 such registration will be maintained for the duration of performing work on site.
  - d. Contractor employees must be medically fit to perform the work they are required to perform. Proof of medical fitness and biological monitoring as declared by an occupational medical practitioner is to be provided to the

Safety Act pertaining to any incident involving the Contractor and/or his employees and/or his sub-Contractor/s.

- p. No use shall be made of any Company machinery/article/substance or personal protective equipment without written approval and without ensuring prior and during use it is in a proper condition and as such will not cause any risk to the health and safety of any person.
- q. Work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.
- r. No alcohol or other intoxicating substance shall be allowed on the Company's premises. Anyone suspected of being under the influence of alcohol or any other intoxicating substance (including medicines) shall not be allowed on the premises.
- s. Full co-operation shall be given if and when the Company's employees inquire into occupational health and safety issues.
- t. The Contractor will cease dangerous or unsafe work immediately when requested to do so by the Company or its representatives. The onus still remains on the Contractor to enforce health and safety practices.
- u. The Contractor confirms that he has been informed that he must report to the Company management (in writing) anything that he deems to be unhealthy and/or unsafe. He has informed his employees and/or sub-Contractors in this regard.
- v. The Contractor warrants that he shall not endanger the health and safety of Company employees and/or visitors in any way whilst performing any work on Company premises.
- w. The Contractor undertakes to reimburse the Company for all medical costs incurred relating to any of the Contractor's employees.
- x. The Contractor will ensure that work performed at site which requires the issuing of compliance certificates and/or certificates of manufacture are submitted before final work is handed over to the Company.
- y. Should the Contractor be performing "*construction work*" as defined in the Construction Regulations of the OHS-Act he is hereby appointed in terms of Regulation 5(1)(k) and/or 7(1)(c)(v) of said regulations. The Contractor will therefore ensure full compliance with said regulations.

| ACCEPTANCE                                                                  |                 |                    |                                                                                     |
|-----------------------------------------------------------------------------|-----------------|--------------------|-------------------------------------------------------------------------------------|
| <b>AUTHORISED COMPANY REPRESENTATIVE</b>                                    |                 |                    |                                                                                     |
| <b>Name :</b>                                                               | Nonyabuto Zondi | <b>Signature :</b> |  |
| <b>Date :</b>                                                               | 20/09/2018      | <b>Place :</b>     | Hulamin                                                                             |
| <b>AUTHORISED CONTRACTOR REPRESENTATIVE</b>                                 |                 |                    |                                                                                     |
| <b>Name :</b>                                                               | N. THAKURDIN    | <b>Signature :</b> |  |
| <b>Date :</b>                                                               | 20/9/2018       | <b>Place :</b>     | Hulamin                                                                             |
| <b>Domicilium (Physical Address) :</b><br><br>NICK@KZNCS.COM<br>082 9799716 |                 |                    |                                                                                     |