



## 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, Luyanda Madondo representing Hulam in the capacity of the Responsible Person in terms of the OHS Act, hereby appoint MJC Industrial 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**

L. Madondo  
SIGNATURE

\_\_\_\_\_  
DESIGNATION

28/08/2018  
DATE

### SECTION 2

#### **ACCEPTANCE OF APPOINTMENT**

I, Michael Roberts 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

Safety Manager  
DESIGNATION

28/08/2018  
DATE

OCCUPATIONAL HEALTH AND SAFETY ACT  
85 OF 1993

SECTION (37)2

AGREEMENT ON SAFETY, HEALTH AND ENVIRONMENTAL ISSUES

ENTERED INTO AND BETWEEN

Hulamin Operations Proprietary Limited

(Hereinafter referred to as the "Company")

and

MSC INDUSTRIAL ROOFING (PTY) LTD

*Contractor/Sub-Contractor*

(Hereinafter referred to as the "Contractor")

Compensation (COIDA)  
Fund Number

990000520825

Whereas the Company has called for the executing of the following work: \_\_\_\_\_  
(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 ~~R 10 000 000,00~~ and any other insurance cover in the amount of R 20 000 000,00 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

Company authorised representative on request of the Company. The Contractor is specifically but not exclusively referred to: Hazardous Substances Act, Employment Equity Act, Construction Regulations, Hazardous Chemical Substances Regulations, Lead Regulations, Asbestos Regulations, Hazardous Biological Agents Regulations, Noise Induced Hearing Loss Regulations, The National Code of Practice for the training of Lifting Machine Operators, National Road Traffic Act, etc.

- e. The Contractor's Chief Executive Officer shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act. If the Contractor assigns any duty in terms of Section 16(2), a copy of such written appointment shall immediately be forwarded to the Company, as well as all other appointments made in terms of the Occupational Health and Safety Act.
- f. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees and any sub-Contractor comply with its requirements.
- g. The Contractor shall appoint competent employees who shall be trained and conversant on any Occupational Health and Safety aspect pertinent to them or to the work that is to be performed. No employee will be employed on the site by the Contractor which has not been employed in a similar position for at least six months prior to the contract commencing.
- h. The Contractor shall strictly enforce discipline regarding Occupational Health and Safety.
- i. The Contractor shall ensure that his employees are issued and use the required Personal Protective Equipment (PPE). PPE will only be used as a last resort where other mitigating measures are not reasonably practicable.
- j. Safe work procedures shall be implemented and enforced, all employees shall be made conversant with the contents of these practices.
- k. No unsafe or illegal equipment/machinery, personal protective equipment and/or articles shall be used on Company premises.
- l. Those incidents and accidents mentioned in the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour as well as to the Company. The Company shall further be provided with copies of any written documentation relating to any incident.
- m. All employees of the Contractor shall be made conversant with work-related hazards and procedures to mitigate or eliminate these hazards.
- n. The Contractor warrants that he shall act as a professional in his field of expertise and has identified all hazards and risks associated with the work to be performed.
- o. The Company and Contractor hereby obtains an interest in the issue of any investigation or formal inquiry conducted in terms of the Occupational Health and

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

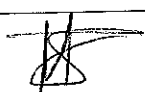
- p. No use shall be made of any Company machinery/article/substance or personal protective equipment without written approval and without ensuring prior and during use it is in a proper condition and as such will not cause any risk to the health and safety of any person.
- q. Work for which the issuing 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.

## Section B : General and Environmental Legal Compliance

1. The Contractor will ensure compliance to all environmental legislation.
2. The Contractor undertakes to comply with all labour legislation while performing work for the Company.
3. The Contractor will be accountable and liable for all fines, penalties and civil action arising out of his and his employee's, Contractor's or agent's acts and omissions. The Contractor will hold the Company harmless against any such claims or actions.
4. The Contractor will perform an impact and aspect assessment of all environmental issues and ensure that these issues are adequately addressed as per legislation.
5. The Contractor will advise the Company immediately of all environmental impacts (or environmental pollution/damage) caused by him and will also be responsible for the cleanup and rehabilitation thereof.

## Section C : Special Conditions

1. This agreement shall remain in force for **all** future work done for the Company unless revoked in writing by either party (this agreement may be subject to the order and/or commercial contract generated by the Company).
2. The Contractor representative shall be bound *in solidum (jointly and severally)* in terms of this agreement.
3. The Contractor undertakes to adhere to all the Company's rules and regulations as well as all guidelines and other **addendums that may be annexed hereto**. The Contractor will ensure that all his employees are conversant with these annexures, where applicable.
4. The Company shall not be responsible for any loss, damage, injury or death, howsoever caused, to the Contractor or to the employees of the Contractor, and the Contractor hereby indemnifies the Company and holds it harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Contractor may, at any time sustain or incur arising out of the circumstances referred to herein provided that such loss, damage, injury or death is not caused by the gross negligence or criminal intent of Company.

| ACCEPTANCE                                                                                                        |                 |             |                                                                                     |
|-------------------------------------------------------------------------------------------------------------------|-----------------|-------------|-------------------------------------------------------------------------------------|
| AUTHORISED COMPANY REPRESENTATIVE                                                                                 |                 |             |                                                                                     |
| Name :                                                                                                            | Luyanda Madondo | Signature : |   |
| Date :                                                                                                            | 28/08/2018      | Place :     | HuLamin                                                                             |
| AUTHORISED CONTRACTOR REPRESENTATIVE                                                                              |                 |             |                                                                                     |
| Name :                                                                                                            | MICHAEL ROBERTS | Signature : |  |
| Date :                                                                                                            | 28/08/2018      | Place :     | MSC INDUSTRIAL ROOFING (PTY) LTD                                                    |
| <b>Domicilium (Physical Address) :</b><br>22 Sutton Rd, Rosburgh, Durban<br>safety@lijcheater.co.za<br>0826066196 |                 |             |                                                                                     |

#### NOTES

1. Initial each page and any annexures
2. Verify all corporate entity names and site them correctly  
Verify insurances and
3. COIDA  
Verify signatory
4. authority  
Keep the original
5. document  
Initial any amendments or
6. additions  
To be signed before commercial
7. agreement  
Ensure commercial contract does not override this
8. agreement