

**AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY
IN TERMS OF
SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
85 OF 1993 (AS AMENDED)
between**

**TELKOM SA SOC LIMITED
(Registration number: 1991/005476/07)
("The Client")**

AND

**(NAME OF CONTRACTOR)
(Registration number: _____)
("The Contractor")**

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1. General

- 1.1 The Client has appointed the Contractor to perform Work at the Workplace.
- 1.2 The Contractor has agreed in writing to render / execute the Work.
- 1.3 The Client and the Contractor have agreed to manage occupational health and safety responsibilities between them and as provided for in terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993, as amended.
- 1.4 The Contractor to ensure compliance with the provisions of the Occupational Health and Safety Act 85 of 1993, and all relevant regulations, and to ensure compliance by all their Employees and their Sub-Contractors at the Workplace.
- 1.5 The Contractor to ensure adherence and compliance to all policies, procedures and standards of the Client as applicable.
- 1.6 The Contractor to sign this Agreement and all other relevant documentation before commencing any Work.
- 1.7 The Client and the Contractor accordingly agree to the terms and conditions as set out herein.
- 1.8 The Contractor has to meet the requirements of, but not limited to the Occupational Health and Safety and Environmental legal requirements as set out in Annexure A of this Agreement and to supply the Client with all the relevant documentation prior to the commencement of any Work to be performed.

2. Definitions and Interpretations

2.1 Definitions

In this Agreement, unless the context indicates otherwise, the following terms and cognate expressions listed below shall have the following meanings assigned to them, namely:

- 2.1.1 **“Agreement”** means this document containing its terms and conditions as applicable to the Parties thereto;
- 2.1.2 **“OHS Act”** means the Occupational Health and Safety Act 85 of 1993, as amended, together with all the Regulations and Standards associated thereto.
- 2.1.3 **“Client”** means Telkom South Africa SOC Ltd, for whom work is performed;
- 2.1.4 **“Employer”** means the Contractor who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him.
- 2.1.5 **“Employee”** means any person who is employed by or works for the Contractor and who receives or is entitled to receive any remuneration or works under the direction or supervision of the Contractor inclusive of all sub-contractors.
- 2.1.6 **“Competent”** means having the knowledge, skills, experience and qualifications specific to the work or task being performed.
- 2.1.7 **“Contractor”** means any person or organisation that enters into a contractual agreement to perform work for or on behalf of the Client;
- 2.1.8 **“Sub-Contractor”** means any person or organisation who is appointed by the Contractor to perform work on behalf of the Client.
- 2.1.9 The **“Parties”** mean the Client and the Contractor collectively;
- 2.1.10 **“Work”** shall mean any and all activities rendered or executed by the Contractor for the Client;

- 2.1.11 **“Workplace”** means all work areas, designated work sites and permanent or temporary premises of the Client, where the Contractor and the Employees perform work or render a service for or on behalf of the Client;
- 2.1.12 **“Responsible Person”** means a person who has a designated duty to ensure compliance to the OHS Act and other applicable legislation and / or regulations as an inherent part of all activities and operations carried out under his direction, instruction and supervision;
- 2.1.13 **“Standard”** means a documented measure of compliance and/or performance.

2.2 Interpretations

- 2.2.1 The headings of the clauses in this Agreement, are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement, nor any clause hereof.
- 2.2.2 Unless a contrary intention clearly appears, words importing –
 - (i) any one gender includes the others; reference to the singular includes, where the context so dictates, reference to the plural and vice versa;
 - (ii) a “person” includes reference to any individual, firm, company, corporation, government, state or agency of a state or any joint venture, partnership, work council or employee representative body (whether or not having a separate legal personality).
- 2.2.3 Reference to a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause or paragraph of, or schedule to, this Agreement.
- 2.2.4 Any reference in this Agreement to "date of signature hereof" shall be read as meaning a reference to the date of the last signature of this Agreement.
- 2.2.5 Any reference to an enactment is to that enactment as at the date of signature thereof and as amended or re-enacted from time to time.
- 2.2.6 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 2.2.7 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.2.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.2.9 Expressions defined in this Agreement shall bear the same meanings in the Annexures to this Agreement which do not themselves contain their own definitions.
- 2.2.10 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause.
- 2.2.11 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.2.12 The rule of construction and interpretation that this Agreement shall be interpreted against the Party responsible for drafting and or preparation of this document, shall not apply.
- 2.2.13 Save where electronic communications are expressly provided for in this Agreement, the provisions of Chapter III of the Electronic Communications and Transactions Act 25 of 2002, are hereby excluded in the application, construction and interpretation of this Agreement.

3. Warranty of Compliance

- 3.1 In terms of this Agreement the Contractor warrants the familiarisation with the working environment and conditions of the Client, and agrees to the arrangements and procedures as prescribed by the Client, as provided for in the OHS Act.
- 3.2 The Contractor acknowledges that this Agreement also constitutes an agreement in terms of Sections 8, 13 and 14 of the OHS Act, whereby all responsibilities for health and safety matters relating to the Work that the Contractor and the Employees are to perform at the Workplace remains the obligation of the Contractor.
- 3.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Contractor accepts liability for ensuring that the necessary steps are taken to ensure that any article or substance that is erected or installed at the Workplace or manufactured, sold or supplied to or for the Client, and which the Contractor uses at or for the Work, complies with all prescribed standards and requirements and will be safe and without risks to health and the environment when appropriately utilised.
- 3.4 The Contractor further warrants that it and/or the Employees undertake to maintain all necessary compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of this Agreement, the Contractor shall ensure that the clauses as hereunder described are at all times adhered to by it and the Employees.
- 3.5 The Contractor hereby undertakes and warrants that it would take all reasonable and practical measures to ensure that the health and safety of any other person at the Workplace is not endangered by its and/or its Employees acts or omissions whilst they are at the Workplace and rendering or executing the Work.

4. Reporting for duty

- 4.1 The Contractor and/or its designated person shall report to the representative/s as designated by the Client prior to commencing Work at the Workplace.
- 4.2 The Contractor will supply the Client with a name list and copies of identity documents of all the Employees who will be required to enter the Workplace at any time and/or conduct Work for the Client.
- 4.3 The Contractor will inform the Client of any changes to the name list of its Employees.

5. Occupational Health and Safety Appointments and Training

- 5.1 The Contractor, where applicable shall appoint in writing a competent Section 16(2) of the OHS Act appointee. Copies of these appointment documents as endorsed by the Section 16(1) of the OHS Act, shall be made available to the Client prior to commencement of the Work.
- 5.2 Notwithstanding the provisions of the above, the Contractor, its appointed Responsible Persons and Employees, shall ensure that at all times they are familiar with the provisions of the OHS Act, and that they comply with the provisions of the OHS Act as well as this Agreement.
- 5.3 All formal and informal health and safety training shall be provided by a Competent person. Documentary proof may be required where applicable.
- 5.4 All requirements related to Section 13 of the OHS Act – “Duty to Inform” shall be met at all times. This shall mean that the Contractor has familiarised himself with the hazards associated with the Work being carried out at the Workplace. The Contractor shall further ensure that the Employees are trained on all health and safety aspects relating to the Work and that they understand the hazards associated with such Work being carried out at the Workplace. Without derogating from the foregoing, the Contractor shall ensure that all its users or operators of any materials, machinery or equipment are aware of and understand the risks and required risk control measures. The Contractor further ensures that all Employees are properly trained in the

safe use of such materials, machinery or equipment, associated with operating procedures, Personal Protective Equipment (PPE) and other associated safety requirements for the Work.

6. Supervision, Enforcement and Reporting

- 6.1 The Contractor shall appoint, in writing, a supervisor at each Workplace where the Contractor undertakes the Work, but is unable to attend to the supervision.
- 6.2 The Contractor shall ensure that all Work performed at the Workplace is done under strict supervision, and that no unsafe acts or omissions and unhealthy work practices are permitted.
- 6.3 The Contractor shall appoint, in writing, after considering the size of the project and the risk exposure, a full-time or part-time safety officer to assist in the control of all safety related aspects at the Workplace.
- 6.4 Contraventions of the OHS Act by the contractor and its employees must be escalated to the Client.
- 6.4 The Contractor shall further ensure that the Employees report all unsafe acts and conditions as and when they occur. These matters shall be reported to the Client.

7. Access to the Act

An up-to-date copy of the OHS Act must be kept at the Workplace by the Contractor and be available to all Employees at all times.

8. Co-operation

- 8.1 The Contractor, Responsible Person/s and Employees shall provide full co-operation and information if and when the Client or the representative inquiries into occupational health and safety issues concerning the Contractor. It is hereby recorded that the Client and/or representative shall at all times be entitled to make such inquiry.
- 8.2 Without derogating from the generality of the above, the Contractor and Responsible Person/s shall make available, upon request, all checklists, inspection registers and compliance audit records as required to be kept in respect of any materials, machinery or equipment.

9. Work Procedures and Instructions

- 9.1 All Work shall be carried out according to safe work procedures which meet or exceed recognised standards and codes of practice which include but are not limited to the OHS Act.
- 9.2 The Contractor shall be entitled to utilise any appropriate work procedures, guidelines, checklists and other documentation as used by the Client for the purposes of ensuring a healthy and safe working environment. The Contractor shall furthermore ensure that his Responsible Person/s and Employees are familiar with such documents.
- 9.3 No hazardous chemical substances may be brought on to or used on the Client's premises without written approval by the Client.
- 9.4 The Contractor shall meet the requirements of the relevant construction regulation where applicable, and shall ensure that Work, for which a permit is required, is only commenced after completing and obtaining such a permit. Permits to Work are required for but not limited to the following activities:
 - Hot Work
 - Confined space entry
 - Potential exposure to electric or other energy sources shall require the implementation of isolation and lock-out procedures
 - Isolation of pipelines

- Any excavation Work, meaning, the making of any man-made cavity, trench, pit or depression formed by cutting or scooping or where it is carried out on public roads, thoroughfares or public spaces
- Any Work where there is a “fall risk” meaning, any potential exposure to falling either from or into
- Any Work that involves the interruption of service
- Any Work that carries the risk of the uncontrolled release of any chemical substances – e.g. chlorine gas, fertilizers or pesticides
- Any Work which may expose Employees and/or others to asbestos fibres
- Any Work which may expose Employees to direct contact with effluent or contaminated water, air or ground

9.5 On completion of any Work performed the responsible Contractor will ensure that the premises at which the Work was carried out, is re-instated/rehabilitated as far as reasonably practicable to the original condition in which it was found prior to the commencement of the Work requested.

10. Health and Safety Checks, Inspections and Meetings

As per the requirements of the OHS Act, if applicable, the Contractor shall establish its own health and safety committee(s), arrange Occupational Health and Safety meetings and ensure that all committee members representing the Contractor and Employees attend these meetings as often as may be required in terms of the OHS Act, but at least once per 3 (three) months.

- 10.1 The Contractor shall carry out and record checks and inspections at intervals agreed to with the Client as often as required by the Act and Regulations. Operator checklists and Workplace inspection lists shall reflect the scope and nature of identified hazards and associated risks as recorded in the Contractor’s Hazard Identification and Risk Assessment (HIRA) report.
- 10.2 The committee members shall record and discuss any items identified and reported as non-conformances. The chairperson shall record all matters raised, together with remedial action requirements, the person/s responsible for the action, and the agreed date of implementation.
- 10.3 The Contractor shall discuss all incidents that have occurred since the last meeting. The documented findings of the investigation and the final report shall be tabled for the members. All incident investigations and records shall indicate the immediate and root causes of the incident and the remedial actions required to address each causative factor.
- 10.4 The Client may permit the Contractor’s health and safety representatives to attend the Client’s health and safety meetings.
- 10.5 The Client may elect to attend the Contractor’s health and safety inspections and/or meetings.
- 10.6 The Client shall retain the right to request, review and evaluate the Contractor’s Occupational Health and Safety meeting documents and any supportive documentation.

11. Compensation Registration

The Contractor shall maintain a valid registration with the Compensation Commissioner or with a licensed Compensation Insurer as required and defined in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993; and that all payments to the Commissioner or Compensation Insurer are up to date. Furthermore, the Contractor ensures that payments to the Commissioner will not expire during the execution of Work or will the Contractor be in arrears with any payment due to the Commissioner or any other documentation required by the Commissioner.

A letter of good standing must be made available at all times to the Client.

12. Medical Examinations

- 12.1 The Contractor shall ensure that all the Employees undergo routine medical examinations as per statutory requirements in terms of the working environment and associated risks to ensure the Employees are medically fit for the conditions and purposes of the Work required.
- 12.2 The Contractor will provide a valid medical certificate of fitness for each Employee working at the Workplace. The Client will specify all medical aspects relating to the Workplace, including specific hazard identification and risk assessment (HIRA) requirements.
- 12.3 The Contractor will immediately inform the Client in writing should any of the following occur:
Employment of –
 - 12.3.1 persons with active tuberculosis, epilepsy, diabetes, visual defects, silicosis and/or any other disabilities/diseases which could result in health and safety hazards;
 - 12.3.2 persons who previously have been exposed to ionizing radiation; and
 - 12.3.3 persons with diseases listed in the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COID Act), as amended.
- 12.4 If the Contractor does not comply with the above requirements, the Client reserve the right to prevent the Contractor from with the Work as assigned.

13. Incident Reporting and Investigation

The Contractor shall implement and manage a Workplace incident book; which will include all reportable incidents, near misses and first aid treatment.

- 13.1 The Contractor shall within 24 hours report all incidents referred to in Section 24 of the OHS Act to the Department of Labour as well as to the Client. A copy of the submitted documentation to the Department of Labour as per specified statutory requirement timelines shall be forwarded to the Client within 3 (three) days after submission to the Department of Labour. Any other relevant authority must be informed of the incident by the Contractor e.g. Compensation for Injuries and Diseases Commissioner and South African Police Services as and when required.
- 13.2 The Client shall be informed of any investigation or formal inquiry to be conducted in terms of section 31 and 32 of the OHS Act, involving any incident arising from any activities undertaken and controlled by the Contractor. As per section 30 of the OHS Act, the Client reserves the right to be informed of any notices issued by the Department of Labour.
- 13.3 No Contractor Employee/s who were booked off due to temporarily disability arising from an injury on duty or illness, as per COID Act and/or any notifiable disease schedule as classified by the National Department of Health, shall resume duty without authorisation from the Client's Health and Safety department.

14. Sub - Contractors

The Contractor shall maintain a register of any Sub-Contractors he may appoint to perform Work at the Workplace. The Client shall retain the right to request, review and evaluate the Contractor's register including all appointments and other supporting documentation. It is hereby recorded that all the terms and provisions contained in this Agreement shall be equally binding upon the Sub-Contractors prior to the commencement of the Work.

15. Security and Access

- 15.1 The Contractor and Employees shall only access and exit the Workplace through the main gate(s) and/or checkpoint(s) as designated by the Client. The Contractor shall ensure that his Employees adhere to the security rules of the Client at all times and shall not permit any person or Employee who is not directly associated with the Work to enter the Workplace.
- 15.2 The Contractor and Employees shall not enter into any area of the Workplace which is not directly associated with the Work.

- 15.3 The Contractor, representatives and Employees may at any time be searched by the Client's security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to being brought onto or removed from the Workplace.
- 15.4 The Contractor shall ensure that all materials, machinery or equipment brought onto the Workplace are recorded on the Contractor's plant, equipment and tools register which is contained in the Contractor's Occupational Health and Safety Plan record/file. Failure to do so may result in refusal by the Client to allow the materials, machinery or equipment to be removed from the Workplaces.

16. Fire Precautions and First Aid Facilities

- 16.1 The Contractor shall ensure that an adequate and applicable supply of fire protection equipment is provided at the Workplace for the Work to be performed. The may by mutual agreement in writing may make arrangements for the provision of such equipment.
- 16.2 The Contractor shall further ensure that the Employees are familiar with and adhere to the precautions at the Workplace which include rapid access to first aiders, communication procedures, in the event of injury, the alarm signals, emergency exits and routes and the location of assembly points.
- 16.3 Any Contractor with less than 10 (ten) Employees at the Workplace shall provide a First Aid Box equipped in accordance with statutory compliance and associated risks. Where applicable, Employees, are to be made conversant with the first aid officer of the Client at the Workplace.
- 16.4 Any Contractor with 10 to 50 Employees shall have at least one appointed Competent (minimum certified level 1) first aid officer at the Workplace. The Contractor shall ensure that First Aid Boxes are equipped in accordance with statutory compliance and associated risks.

17. Hygiene, Cleanliness, Housekeeping and Waste Collection, Separation and Disposal

- 17.1 The Contractor shall ensure that the area where the Work is performed is at all times maintained according to acceptable levels of hygiene, and that the surrounding area of the Work site is maintained to a reasonable level of cleanliness.
- 17.2 Good housekeeping principles shall be adhered to at all times. All materials shall be stacked and stored according to statutory requirements.
- 17.3 Any hazardous substances shall be transported, stored and used in compliance with statutory requirements, with reference to: Hazardous Act, Hazardous Chemical Substance Regulation and Major Hazardous Installation Regulations. All associated Material Safety Data Sheet (MSDS) must be accessible to the Employees and the Client upon request.
- 17.4 The collection and storage of any hazardous waste shall comply with the OHS Act as well as any relevant environmental legislation and associated with the Client's policies, guidelines and procedures.
- 17.5 The Workplace shall be cleared of waste materials at appropriate intervals and upon completion of any Work performed by the Contractor and the Employees.
- 17.6 All waste shall be managed according to its defined waste category. Applicable safe disposal practices, transportation specifications and the acquisition of the relevant certification and permits must be made available to the Client upon request.

18. No Nuisance

No activity which may cause environmental impairment, nor constitute any form of nuisance to the Client, visitors, members of the public and local community will be undertaken by the Contractor and Employees.

19. Intoxication and Unlawful use of Non-Prescriptive Chemical Substances

No intoxicating or unlawful substance of any form shall be allowed at the Workplace. Any person and or Employee suspected of being intoxicated or under the influence of any unlawful substance shall be

prohibited from the Workplace. In a case where a person and or Employee is taking medication, such person and or Employee is only allowed to perform duties at the Workplace if the side effects of such medicine do not constitute a threat to the health or safety to the person and or Employee concerned or other persons and or Employees at such a Workplace.

20. Personal Protective Equipment

The Contractor shall ensure that the Responsible Person/s and the Employees are provided with adequate Personal Protective Equipment (PPE) associated with the risk assessment relative to the Work that will be carried out as per the requirements of the General Safety Regulations 2(1) of the OHS Act. The Contractor shall further ensure that the Responsible Person/s and Employees wear the PPE issued to them at all times.

21. Plant, Machinery, Equipment, Vehicles and Tools

The Contractor shall ensure that all the plant, machinery, equipment, vehicles and tools that may be utilised at the Workplace are at all times in good condition; fit for the purpose for which it is intended and complies with the requirements of Section 10 of the OHS Act.

22. Use of the Client's Equipment

The Contractor hereby acknowledges that the Employees shall not be permitted to use any materials, machinery or equipment owned by the Client unless prior written consent is received from the Client. In such cases, the Contractor shall ensure that only those persons and or Employees who are competent will be granted access to the use of the Client's equipment.

23. Transportation

23.1 The Contractor shall ensure that all vehicles and drivers of such vehicles used to transport goods or conduct Work for the Client at the Workplace are insured, and comply with the National Road Traffic Act and applicable legislation.

23.2 The Contractor shall ensure that any hazardous substances to be transported shall be carried out in compliance with applicable legislation, including but not limited to the Hazardous Chemical Substances Act 15 of 1973 (as amended), National Road Traffic Act 1996, Chapter 8 and any other applicable legislation as amended from time to time.

23.3 All Contractor vehicle incidents where third parties are involved, due process towards specific related legislation need to be followed with respect to:

- Required South African Police Service (SAPS) accident reporting within 24 hours; and
- Required Road Accident Fund (RAF) accident notification procedure.

Information pertaining to the above legislative requirements must be made available to the Client upon request.

24. Indemnity by Contractor

Notwithstanding the provisions of this Agreement, or any other contractual relationship as between the Client and the Contractor:

24.1 The Client, its respective directors, officers, agents, employees, members, subsidiaries and successors in interest (together the "Indemnified Persons") shall not be responsible for any loss, damage, injury or death, caused by the Contractor, its Employees, Sub-Contractors and duly authorised agents and the Contractor hereby indemnifies and holds harmless the Indemnified Persons against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Indemnified Persons may, at any time sustain or incur arising out of the actions and or conduct of the Contractor, its Employees, Sub-Contractors and duly authorised agents

24.2 The Contractor hereby assumes liability for any loss or damage which is caused by the negligence of the Contractor, its Employees, Sub-Contractors and duly authorised agents.

Furthermore, the Contractor hereby indemnifies the Indemnified Persons for such loss or damage, whether the cause is by the Contractor's breach of any of the terms of this Agreement, or otherwise.

- 24.3 The Contractor will be liable for all fines and penalties which it may contravene arising out of its and that of its Employees, Sub-Contractors or duly authorised agents acts or omissions in performing the Work. The Contractor will indemnify and hold harmless the Indemnified Persons against any such claims or actions.

25. Insurance

The Contractor undertakes to ensure adequate insurance cover, including third party public liability cover and any other insurance cover that will adequately make provision for the possible losses and / or claims arising from the Contractor's and / or sub-contractors and / or his Employees' acts and / or omissions, the details of which shall be furnished on request from the Client.

26. Interpretation and Understanding

In the event that the Contractor requires clarification of any of the terms or provisions of this Agreement, the assigned Client's representative responsible for the management of this project or Work, shall be contacted in writing. The representative shall record the items requiring clarification and furnish the necessary information in writing. Once the Contractor indicates that it is satisfied, the document shall be signed and both Parties shall retain copies.

27. Breach of this actual agreement this

- 27.1 The Contractor acknowledges that in addition to any other contractual relationship as between the Client and the Contractor, failure on the part of the Contractor or any of its Employees, Sub-Contractors and duly authorised agents to comply with any provision of this Agreement will entitle the Client, without prejudice to any of the Client's other rights and irrespective of any other remedy which might be available to the Client under any provisions of this or any other Agreement or in law, in its sole and absolute discretion:

27.1.1 To direct the Contractor to remove forthwith, from the Client's Workplace, any of the Contractor's Employees, representatives, duly authorised agents, Sub-Contractors and/or their employees or representatives who, at the sole and exclusive discretion of the Client, were involved in any such failure to comply with the terms of this Agreement. Such person/s and or entity will not be permitted to re-enter the Client's Workplace without prior written consent from the Client.

27.1.2 To cause all Work undertaken by the Contractor, its Employees, representatives, duly authorised agents, Sub-Contractors and/or their employees or representatives that is in contravention of the OHS Act and has come to the attention of the Client, to cease, until satisfied that such contravention has been rectified.

28. Duration of Agreement

This Agreement shall remain in force for the duration of the Work to be performed by the Contractor and / or its Sub- Contractors.

Signed at _____ on this _____ day of _____ 2

(Print name in block letters)

Duly authorized representative
on behalf of ("**Telkom**")

Signature

Designation

WITNESSES:

1.) _____
(Print name in block letters)

(Signature)

2.) _____
(Print name in block letters)

(Signature)

And

Signed at _____ on this _____ day of _____ 2

(Print name in block letters)

Duly authorized representative
on behalf of ["**Company Name**"]

Signature

Designation

WITNESSES:

1.) _____
(Print name in block letters)

(Signature)

2.) _____
(Print name in block letters)

(Signature)

Contractor OHS Act Legal Appointments

Contractors have to meet the requirements of, but not limited to the following Occupational Health and Safety and Environmental legal requirements and to supply the Client with all the relevant documentation prior to the commencement of any Work to be performed.

When applicable the Contractor shall appoint in writing any of the required appointees stipulated below:-

1 Section 16(2) Chief Executive Officer charged with certain duties

“Without derogating from his responsibility or liability in terms of subsection (1), a chief executive officer may assign any duty contemplated in the said subsection, to any person under his control, which person shall act subject to the control and directions of the chief executive officer.”

2 Section 8(2)(i) General duties of employers to their employees

“Ensuring that work is performed and that plant or machinery is used under the general supervision of a person trained to understand the hazards associated with it and who have the authority to ensure that precautionary measures taken by the employer are implemented.”

3 Section 17(1) Health and Safety Representatives

“Subject to the provisions of subsection (2), every employer who has more than 20 employees in his employment at any workplace, shall, within four months after the commencement of this Act or after commencing business, or from such time as the number of employees exceeds 20, as the case may be, designate in writing for a specified period health and safety representatives for such workplace, or for different sections thereof.”

4 Section 10(4) General duties of manufacturers and others regarding articles and substances for use at work

“Where a person designs, manufactures, imports, sells or supplies an article or substance for or to another person and that other person undertakes in writing to take specified steps sufficient to ensure, as far as is reasonably practicable, that the article or substance will comply with all prescribed requirements and will be safe and without risks to health when properly used, the undertaking shall have the effect of relieving the first mentioned person from the duty imposed upon him by this section to such an extent as may be reasonable having regard to the terms of the undertaking.”

5 GMR 4(3) Operation of Machinery

An employer or user of machinery shall ensure that any machinery which requires constant attention in order to avoid accidents is under the supervision of a shiftsman, who shall at all times be present on the workplace while such machinery is in operation, and no person shall attend to or operate such machinery, except under the general supervision of a shiftsman.

6 Refer to the Appendix B (if applicable) for specific task or operational appointment requirements. Identify those that are applicable to the work you will be carrying out for the Client. Refer to the correct sections and regulations in the Act. Evaluate your conformance status and take the necessary steps to –

- (a)** Implement all necessary requirements;
- (b)** Inform, train and verify competence of affected employees;
- (c)** Document necessary records; and
- (d)** Be able to provide the Client with evidence of compliance.

Should the Contractor have any questions, please contact the person who has been assigned the responsibility of managing the Work and/or tender or the Client’s Health and Safety department.

Appendix B

Health and Safety File and Workplace Documentation

Title / Legal Documentation
Letter of Good Standing
Copy of Agreement
List of Contractors employed on site
Each Contractors Health and Safety Plan
Risk Assessment documentation
Training Records
Fall Protection Plan
Structural dangers and hazards
Electrical Installations and Machinery
Storage of Flammable Liquids
Work in close proximity to water
Personal Protective Clothing and Equipment
First Aid Equipment
Health and Safety Representatives
Health and Safety Committee
Copy of OHS Act
All Specifications, Checklists and Special Instructions with results of Inspections
Use of Boatswain Chairs
Construction Welfare Facilities
Principal Contractor and Contractor
Site Construction Supervisor
Assistant Site Construction Supervisor
Health and Safety Auditor
Health and Safety Officer (Fulltime or part-time)
Risk Assessor
Fall Protection Competent Person
Excavation Supervisor

Demolition Work Supervisor
Scaffolding, Formwork and Support work supervisor
Material Hoist Competent Person
Batch Plants Operator and Supervisor
Explosive Powered Tools Competent Person
Crane Operators
Construction Vehicle and Mobile Plant Inspector
Housekeeping and Stacking and Storage Competent Person
Fire Precaution Competent Person
Accident and Incident Investigators
Control of Hazardous Chemical Substances