

## **Brackenridge Contractors Cover Letter.**

All contractors to Brackenridge Residential Estate to complete the following Agreement between the Client (Owner of the property) and Principal Contractor and submit a signed copy to Brackenridge Residential Estate Management before commencement off work.

Accompanying this agreement, all contractors must have available upon request and readily available, the following documentation.

- A site-specific Health and Safety file, to include all required documentation (CR 7.1.b)
- Evidence of registration and good standing with a compensation fund (i.e., Workman's Compensation) or registered compensation for injuries and disease insurer (CR 7.1.c.iv)
- Medical fitness certificates for all employees in the form of Construction Regulation Annexure 3 (CR 7.1.g)

It will therefore also be the responsibility off the principal contractor to ensure that all Sub-Contractors appointed by them comply to the abovementioned minimum requirements as outlined by Construction Regulation,

Or,

Be willing to take responsibility for all activities, occurrences, and injuries on site, to include coverage of compensation insurer, in writing.

All contractors to Brackenridge Residential Estate must ensure that the DOL are notified of their intended construction work, in writing and in a form similar to Construction Regulation Annexure 2, at least 7 days before that work is to be carried out (CR 4.2)

If assistance and guidance in the above-mentioned matters are required, please contact.

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# **AGREEMENT WITH MANDATORY**

## **WRITTEN AGREEMENT ENTERED INTO AND BETWEEN**

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(Hereinafter referred to as the Company/Client)

and

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(Hereinafter referred to as The Contractor)

**Compensation Fund Number of Principal Contractor: .....**

**Whereas the Company called under contract no;**

**(Contract Nr.)**

**For the executing of the following;**

**(Type and description of Project)**

**(Premises/ ERF Nr.)**

**and whereas the contractor** \_\_\_\_\_ **(Principal Contractor)**

**Undertook to carry out the work and whereas the client contractor has agreed to regulate as between them and as provided for in terms of section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993, now therefore the undersigned agree to:**

\_\_\_\_\_ (Principal Contractor's responsible person) is an employer in its own rights with duties as prescribed in the Occupational Health and Safety Act 85 of 1993, and Construction Regulation 2014, as amended.

1. The Contractor agrees that all work will be performed, or machinery and plant used in accordance with the provisions of the said Act. Furthermore
2. The Contractor agrees to comply with all other relevant Acts while providing a service to Bracken ridge.
3. The Contractor will provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications contemplated in regulation for said work to be carried out
4. The Contractor will ensure that all its employees are properly informed and adhere to all the rules and regulations while on the premises.
5. The Contractor is registered with COIDA/FEMA Insurance for injuries on duty as stipulated by the Act. A copy of Letter of good standing is attached in the aforementioned Health and safety Plan/File. (not SARS letter).
6. The Contractor warrants that he is in possession of the following insurance cover which shall remain in force whilst he and/or his Contractor and/or his employees are present on the premises or which shall remain in force for the duration of his contractual relationship with the client whichever period is the longest:
  - a) Public liability insurance covers.
  - b) Any other insurance cover that will adequately make provision for any possible losses and/or claims arising from his and/or his contractors and/or his Employees' acts, and/or omissions on the premises.
7. The Contractor Acknowledges that all his employees have undergone medicals as per CR 7 (g) and that the certificates are attached in Health and safety Plan/File.
8. The Contractor undertakes to ensure that he and/or his contractors and/or their respective employees will at all times comply with all the requirements of the Act and without derogating from this general undertaking, also comply with the following conditions:
  - a) All work performed on the premises must be performed under the close

supervision of the contractor's employees who are trained to understand the hazards associated with any work that the contractor performs on the stated premises.

- b) The Contractor shall assume the responsibility in terms of Section 16(1) of the Act. If the Contractor delegates any duty in terms of Section 16(2), a copy of such written delegation shall immediately be forwarded to the Client.
  - c) The Contractor shall ensure that he familiarise himself with the requirements of the Act, and that he, his employees and any Contractor comply with them.
  - d) The Contractor shall conduct a hazard analysis and ensure that his and any contractor employees are made aware of the hazards identified. This analysis needs to be reviewed prior to a new task are commenced.
  - e) The Contractor must provide the Client with written proof that his employees and those of the sub-contractor have been made aware of die hazards identified. The Contractor must provide the Client with updated copies of the analysis.
  - f) Discipline regarding Occupational Health and Safety shall be strictly enforced.
  - g) Personal Protective Equipment as defined in the Act and regulations shall be issued free of charge by the Contractor and worn as prescribed.
  - h) Safe work practices shall be enforced and all employees shall be made conversant with the contents of these practices.
  - i) No unsafe equipment/machinery and/or articles will be allowing and/or used on the premises.
  - j) All incidents referred to in Section 24 of the Act, shall be reported by the Contractor to the Department of Labor as well as to the client. The Client shall further be provided with copies of all documentation relating to any incident.
  - k) The Client hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Act into any incident involving a Contractor and/or his employees and/or his Contractor.
  - l) No use shall be made of any machinery/article/substance/personal protective equipment that belongs to the Client without prior written approval.
  - m) 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.
  - n) No alcohol or other intoxicating substance shall be allowed on the premises. Anyone found to be or suspected of being under the influence of alcohol or any other intoxicating substance shall be removed from the premises.
  - o) Full participation shall be given if and when Client employees inquire into Occupational Health and Safety issues.
  - p) The Contractor expressly agrees to comply with the procedures and arrangements as required by the Act in the execution of the work.
9. The Contractor Also agrees by the signatures hereto, do unreservedly and irrevocably indemnifies Bracken Ridge and holds him harmless against all the clause demands, actions, clauses of actions and suits of law which may be made or

instituted against it for;

- a) any death, injury or incident to the Contractors employees, agent customer or visitor;
- b) any damage caused to property of the Contractor and or their employees, agent customer or visitors including any loss of such property from whatsoever while on the premises;
- c) any claims resulting from non-compliance with legislation.

10. The Contractor confirms that he has been informed that he must report to Client management, (in writing) any-thing that he deems to be unhealthy and/or unsafe and that he has versed his employees and/or contractors in this regard.

11. The Contractor warrants that he shall not endanger the health and safety of any of the Client's employees in any way whilst performing any work on the premises.

In terms of the appointment you are required to ensure that all requirements of the Occupational Health and Safety Act 85 of 1993 as well as the Construction Regulation 2014 are complied with on Bracken Ridge.

Please ensure that a consolidated health and safety Plan, in terms of Construction Regulation 7(1)(b) be handed over to the Operations Manager before commencement of work is allowed.

\_\_\_\_\_  
1. Signed by the Company/Client Representative  
Section 16(2) assignee

Date \_\_\_\_\_

\_\_\_\_\_  
2. Signed by Contractor or his Authorized Representative

Date \_\_\_\_\_