

**HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR
(IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993)**

Written agreement between _____ (employer) and _____ (mandatory) as envisaged by section 37(2) of the Occupational Health and Safety Act, No 85, of 1993 as amended.

I, _____ representing _____ (mandatory) do hereby acknowledge that _____ (mandatory) is an employer in it's own right with duties as prescribed in the Occupational Health and Safety Act, No 85, of 1993 as amended and agree to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of _____ (employer) as contained in the documents attached hereto (if any) and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed _____ day of _____ 20____ at _____

Signature on behalf of
_____ (mandatory)

Signature on behalf of
_____ (employer)

Compensation Fund Registration No. (Mandatory): _____

Good Standing Certificate: **Yes / No**

GENERAL INFORMATION

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all unrepealed regulations Promulgated in terms of the former Machinery and Occupational Safety Act No. 6 of 1983 as amended, as well as other regulations, which may be promulgated in terms of the new Act.
2. 'Mandatory' is defined as including an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user of plant or machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandatories (contractors) safe where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandatories must be familiar with the relevant provisions of the Act.
6. Mandatories who utilise the services of their own mandatories (subcontractors) are advised to conclude similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to contact the employer in the event of inability to perform as per this agreement. The employer, however, serves the right to unilaterally take any steps as may be necessary to enforce this agreement.