

AGREEMENT

in relation to
Section 37 (1) and (2)
of the
OCCUPATIONAL HEALTH AND SAFETY ACT
(Act No. 85 of 1993)

entered into between

Century City Conference Centre and Hotel Proprietary Limited
Registration number: 2013/141780/07
(hereinafter referred to as “**CCCCH**”)

and

Registration number: _____
(hereinafter referred to as “**the Client**”)

and

Registration number: _____
(hereinafter referred to as “**the Contractor**”)

1. Definitions

- 1.1. For the purposes of this Agreement:
 - 1.1.1. **"COID Act"** means the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 and the regulations thereunder, as amended;
 - 1.1.2. **"Indemnified Persons"** means CCCCH, its directors, employees, contractors, operators, representatives, agents or their successors;
 - 1.1.3. **"Mandatory"** means the Contractor (as described in this Agreement), but without derogating from its status in its own right as an employer or user;
 - 1.1.4. **"OHS Act"** means the Occupational Health and Safety Act, Act 85 of 1993 and the regulations thereunder, as amended;
 - 1.1.5. **"Signature Date"** means the date upon which this Agreement is signed by the party who signs same last in time; and
 - 1.1.6. **"Sub-Contractor"** means the agents, contractors and/or sub-contractors employed or contracted by the Mandatory.
- 1.2. The provisions of clause 1 (Definitions) of the Reservation Agreement shall apply herein, mutatis mutandis.

2. Introduction

- 2.1. CCCCH and the Client have entered into an agreement (the **"Reservation Agreement"**) regarding the reservation of certain venue(s) and/or the hotel room(s) at the Century City Conference Centre and Hotel.
- 2.2. The Client wishes to enter into an agreement with the Mandatory in terms of which the Mandatory will perform certain work and/or services on behalf of the Client on the CCCCH premises.
- 2.3. The Reservation Agreement provides that each of the Client and Mandatory shall enter into this Agreement and return same to CCCCH before the Client, the Mandatory or any Sub-Contractor will be granted access to the CCCCH premises.
- 2.4. This Agreement shall be binding in respect of all work and/or services that the Client or Mandatory undertakes, or procures that any Sub-Contractor undertakes, on the CCCCH premises and shall apply to each of the Client, the Mandatory, their respective employees and any Sub-Contractor.
- 2.5. The Client and the Mandatory shall obtain from CCCCH, and at all times comply with and procure that any Sub-Contractor complies with, CCCCH's standard contractor specifications.

Client to Initial

Contractor to Initial

CCCCH to Initial

3. Compliance with the Occupational Health and Safety Act

Each of the Client and the Mandatary undertake to ensure that their respective employees and any Sub-Contractor at all times comply with all regulations, processes and requirements as laid down under the OHS Act, which without detracting from the generality thereof, includes the following:

- 3.1. all work performed by the Client, the Mandatary, their respective employee and any Sub-Contractor on CCCCH's premises will be performed by persons employed or contracted by the Client or Mandatary who are trained to understand the hazards associated with any such work performed;
- 3.2. where applicable, any personal protective equipment required shall be tested and issued by the Client and Mandatary to their respective employees and any Sub-Contractor, and the Client and Mandatary will ensure that such clothing and equipment is worn at all times;
- 3.3. each of the Client and the Mandatary shall make available to their respective employees and any Sub-Contractor, written safe working practices, procedures and precautionary measures, and shall ensure that all their respective employees and any Sub-Contractor are made conversant with the content of these practices and that they are enforced at all times;
- 3.4. no use shall be made by the Client, the Mandatary, their respective employees or the Sub-Contractors of any of CCCCH's machinery, articles, substance, plant or personal protective equipment without CCCCH's prior written approval and any such use will be at the Client's or the Mandatary's own risk;
- 3.5. the Client and the Mandatary shall ensure that 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;
- 3.6. each of the Client and the Mandatary shall report in writing anything it deems to be unhealthy and/or unsafe to the CCCCH's management;
- 3.7. all incidents/accidents which may occur whilst on CCCCH's premises shall immediately be referred and reported by the Client or the Mandatary, as the case may be, to the department of labour as well as to CCCCH; and
- 3.8. each of the Client and the Mandatary warrants that it shall not endanger the health and safety of the Indemnified Persons or CCCCH's visitors or guests in any way whilst performing work/services on CCCCH's premises.

4. Indemnity and related matters

- 4.1. The Client, the Mandatary, their respective employees and any Sub-Contractor shall at all times enter CCCCH's premises entirely at their own risk and accept all risks associated with their presence on CCCCH's premises.

- 4.2. Each of the Client and the Mandatary warrants to CCCCH that as at the Signature Date and at all times thereafter during the duration of this Agreement, it shall maintain appropriate insurance cover, including, but not limited to, employer's liability insurance, in an amount acceptable to CCCCH against any claims arising from or related to the provision of the work/services on CCCCH's premises.
- 4.3. Each of the Client and the Mandatary hereby, jointly and severally, hold each of the Indemnified Persons harmless from all and any liability, howsoever arising, whether caused by the negligence or gross negligence on the part of the Indemnified Persons or any other person, arising from or in connection with any acts or omissions by any of the Indemnified Persons which causes or results in any claims, damages, injuries, expenses or losses to the Client and/or the Mandatary and/or their respective employees and/or any Sub-Contractor.
- 4.4. Each of the Client and the Mandatary hereby, jointly and severally, indemnifies and holds harmless the Indemnified Parties against any loss, damage or injury caused or sustained by any Indemnified Person arising from or related to any wilful or negligent act or omission on the part of the Client and/or the Mandatary, as the case may be, in connection with any work performed by the Client and/or the Mandatary on CCCCH's premises.
- 4.5. Without derogating from the generality of clause 4.4 above, each of the Client and the Mandatary hereby, jointly and severally, indemnifies and holds harmless CCCCH against any claim for damages arising from any act or omission, irrespective of whether these acts or omissions can be legally imputed to CCCCH in any manner, whether jointly with or separately from the Client and/or the Mandatary, or independently found a claim against CCCCH, by virtue of any duty upon CCCCH to supervise or control the activities of the Client and/or the Mandatary and/or any Sub-Contractor and/or independently to safeguard CCCCH's clients, visitors, guests, employees, workmen and any other party from risks or dangers arising from the activities pursued by the Client and/or the Mandatary and/or any Sub-Contractor on CCCCH's premises.
- 4.6. The acknowledgements, agreements and undertakings contained in this clause 4 shall be deemed to be agreements (*stipulatio alteri*) in favour of the Indemnified Persons, capable of acceptance at any time, and may be accepted by any one or more or all of them at any time.

5. **COVID Act Insurance**

Each of the Client and the Mandatary warrants that all of its respective employees and those of any Sub-Contractor are registered and covered in terms of Section 80-87 of the COVID Act which cover shall remain in force whilst any such employees are present on CCCCH's premises and that all such assessment fees are correct and fully paid up.

Client to Initial

Contractor to Initial

CCCCH to Initial

6. Acknowledgment and Undertaking

Each of the Client and the Mandatary warrants that it understand the requirements of this Agreement, is aware of the provisions of the OHS Act and the COID Act and its responsibilities thereunder and that it will ensure that all and any of its respective employees and any Sub-Contractor employed or contracted to carry out the work and/or services at CCCCH's premises are equally made aware of the requirements of the OHS Act and that all comply with such requirements in all respects at all times on CCCCH's premises.

DATED at _____ on this _____ day of _____ 20____

AS WITNESSES:

For and on behalf of:

**CENTURY CITY CONFERENCE CENTRE
AND HOTEL PROPRIETARY LIMITED**

1. _____

2. _____

Director, he being duly authorised thereto

DATED at _____ on this _____ day of _____ 20____

AS WITNESSES:

For and on behalf of:

[INSERT CLIENT'S NAME]

1. _____

2. _____

, who warrants that he/she is duly authorised thereto

DATED at _____ on this _____ day of _____ 20____

AS WITNESSES:

For and on behalf of:

[INSERT CONTRACTOR'S NAME]

1. _____

2. _____

, who warrants that he/she is duly authorised thereto