

Date: _____

Dear Mr.: _____

RE: **CONTRACT WORK PERFORMED**

IMPORTANT NOTICE:

This document is issued without prejudice to the Landlord, its employees, contractors, or agents, rights, and merely to highlight certain issues pertaining to the content hereof to you. This document is not intended and should not be regarded as a comprehensive manual, nor does the Landlord, its employees, contractors or agents take any responsibility in relation to the content hereof.

Your compliance with any Statutory Regulations shall remain your responsibility and the indemnity granted by yourselves as attached hereto, shall remain valid despite the content hereof.

In terms of Section 8, 9, and 37 of the Occupational Health and safety Act, we would like to draw your attention to certain requirements we have in regards to any contract work performed on our premises.

Please insure you understand all the requirements as enumerated on the next pages and complete the contractors declaration contained on the last page of this document.

THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT

As the Mandatory, the Marketing Consultancy/Events Company and The Client has the right to insist that all contractors confirm that they are registered and in good standing with the Compensation Commissioner. Their registered number must be entered in the space provided on the last page of this document.

DESIGNATED RESPONSIBLE PERSON

Each Contractor must designate, in writing, a responsible person who will exercise supervision of this project. The name of this person must be provided on the last page of this document.

The above responsible person must conduct regular inspections of his area including all machinery, equipment, hand tool, etc. to ensure that they are safe and without risk to health at all times.

The relevant inspection certification must be up-to-date before any equipment is used. This especially applies to scaffolding, lifting equipment and vessels under pressure, which require legal certification.

The Contractor must also ensure that all plant, machinery and equipment brought onto the premises is, at all time, free of risk to health and safety, and complies with the requirements laid down in the H.O.S. Act and Regulations.

Cresta Shopping Centre has the authority to inspect any of the Contractor's plant.

CONTRACTORS'S EQUIPMENT CHECKS

- ❖ Portable earth leakage units must be used where leakage coverage is not provided for in the mains supply.
- ❖ Electrical leads must be in a safe condition with no damaged to the insulation.
- ❖ Electrical plugs and wall sockets must not be damaged or show signs of overheating or other electrical faults.
- ❖ Earthing and polarity must be corrected.

HAND TOOLS

- ❖ Chisels and punches – must not be mushroomed.
- ❖ Files-to have suitable handles.
- ❖ Hammers- must not have chipped heads or cracked handles.
- ❖ Spades, picks, forks, etc. – no broken handles.
- ❖ Wheelbarrows, hand trolleys, etc – sound working order.

PERSONAL HEALTH AND SAFETY EQUIPMENT

All necessary personal health and safety equipment must be supplied and maintained in good condition by the Contractor. In addition, he must ensure that all his employees wear the necessary hard hats, goggles, gloves, footwear, etc, where applicable.

LADDERS AND SCAFFOLDING

All ladders and scaffolding must be constructed and assembled according to the legal requirements. In addition, the required register control systems for such equipment must be established and maintained.

CORRECTING OF SUB-STANDARD CONDITIONS

The Contractor must make good any shortcomings in the standard to his work or with regards to his health and safety provisions, at his own expense, and failing this, the Marketing Consultancy/Events Company and the Client will rectify them for the Contractor and debit the amount to the contract price,

USE OF COMPANY PLANT AND EQUIPMENT

- ❖ On no account are contractors or their employees to operate the company's hoist, lifts, or vehicles.
- ❖ If the use of this equipment is required, application must be made to the Principal Agent, who will, if he considers it necessary and in the Marketing Consultancy/Events Company and the Client's interest, obtain authorization from the Client. Only when written permission is obtained from the Client, may equipment be used by the Contractor.
- ❖ Should permission be granted, however, it must be understood that equipment is used at "own risk" and will be considered to be the property" of the Contractor whilst so borrowed.
- ❖ Contractors will be required to make good any loss or damaged to such equipment.
- ❖ As a general rule, however, all Contractors must ensure that they provide all equipment required by them.

SERVICE CONNECTIONS

Under no circumstances will any Contractor couple up any water, electricity, compressed air, steam or other piped services without first obtaining permission from the Marketing Consultancy/Events Company and the Client, who will consult with Centre Management.

All connections for which permission has been granted must be switched off before leaving the site.

CONTROL OF UNSAFE OR UNHEALTHY ACTS

The Contractors must ensure that all site employees are trained to work in a safe and healthy manner.

HORSEPLAY

Running and horseplay is prohibited on the premises.

GOOD HOUSEKEEPING

The site must be cleared of all refuse or unused materials and generally kept tidy for the duration of the contract.

All combustible refuse must be removed from the inside of buildings at the close of each work day. All other waste must be removed from the site at least once a week.

Materials left lying about after completion of the contract will be removed by the company, and the cost debited to the contract price. The company will not be held responsible for the loss of any materials dealt with in this manner.

SECURITY

Once the Contractor has signed the declaration on the last page of this contract, arrangements will be made with the Security department to enable the contractor's site staff to enter the premises at the main gate.

Any person found tampering with Company equipment, or pilfering, or apparently under the influence of alcohol or drugs, will be removed from the site and may be charged.

The Contractor's employees and all vehicles are liable to spot searches at any time. All persons are expected to co-operate with this arrangements.

OVERHEAD WORKING

Adequate safeguards must be taken to protect personnel. These arrangements are to be approved by the Principal Agent before work commences.

Tools or other materials must not be thrown to the ground from elevated positions, a hoist or chute must be used.

FLOOR LOADING

Contractors must check with the Principal Agent to ensure that these will not be exceeded.

EXPLOSIVE POWERED TOOLS

These are too used only after consultation with the Principal Agent and in compliance with the legal requirements.

FIRST AID

Minor first aid requirements should be provided by the contractor. Should these prove to be inadequate for example in the event of a major injury, the Contractor must have relevant plans in place to attend to these.

WORK PERMITS

Certain high – risk areas on the premises are designated as WORK PERMIT AREAS. Contractors must not work in these without in these obtaining the necessary permit from the Supervisor in charge of the area.

FIRE PRECAUTIONS

Before commencing any work, Contractors must communicate with the company's Fire Coordinator to discuss any fire precautions that may be required.

Tampering with the company fire equipment is viewed in a very serious light.

SMOKING

Smoking is expressly prohibited inside all building except in the demarcated SMOKING AREAS. Anyone found contravening this rule will immediately be removed from the site.

BONFIRES

Bonfires are not permitted except with the approval of the Principal Agent who will arrange for a WORK PERMIT, to be issued by the supervisor in charge of the area, should this be required.

HOT WORK

No welding, grinding, cutting, or the use of open flame equipment is permitted without the prior approval of the Principal Agent, who will arrange for a WORK PERMIT, to be issued by the supervisor in charge of the area, should this be required.

FIRE ESCAPES

All exit doors, fire escape routes, walkways, stairways and stair landings, etc, must be kept free of obstructions and, at no time may be used for work or storage purposes. Fire fighting equipment must remain accessible at all times.

IN CASE OF FIRE

- CONTACT CRESTA SHOPPING CENTRE SECURITY
- REPORT TO SECURITY OF AREA FOR FURTHER INSTRUCTIONS

SPEED LIMIT

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 20kph will be adhered to on the premises at all times.

PARKING

Contractor's vehicles must only be parked in approved areas. Private vehicles are to be parked in visitor's parking area.

ACCOMODATION

Under normal circumstances, the company will provide suitable sanitary, washing and changing facilities, as well as space for material storage. These areas must be kept clean and tidy.

Where a contract is of extended duration or major proportions, the company may arrange with the contractor to partition off the contract area by fencing or some other suitable means, and for the contractor to provide his own facilities.

REPORTING OF ACCIDENTS

The company follows an accident prevention policy which includes: The investigation of all accidents to personnel and property with the intention of introducing control measures to prevent a recurrence of the same incidents. The contractor is expected to co-operate fully to this end and inform the company of any serious injuries.

NOTE: This does not relieve the contractor of his legal obligation to report certain incidents to the inspector and to keep records required in terms of the Occupational Health and Safety act.

COMMISSIONING

Commissioning of any work undertaken by contractors must only be performed in consultation with the Principal Agent and The Events Contractor and the Company.

Whenever any machinery, plant or installation is commissioned, an acceptance certificate must be signed by the Principal Agent and the Events Contractor and the Company. Any payments will only be made if this certificate is presented along with the Contractors Invoice.

LIABILITY

No permission under these rules shall in any way relieve the contractor of his responsibility or liability as an employer in his own right in terms of the Occupational Health & Safety ACT.

ADVICE REGARDING SAFETY REQUIREMENTS

The Marketing Consultancy/Events Company and Client will be glad to assist Contractors in any way possible to facilitate the safe and healthy execution of the work involved and in the mutual interest of parties. Any advice given herein will however not invalidate the indemnity contained in the Health and Safety Contract between Employer and Contractor.

INDEMNITY

The Marketing Consultancy/Events Company and Client will be glad to assist Contractors in any way possible to facilitate the safe and healthy execution of the work involved and in the mutual interest of parties. Any assistance given herein will however not invalidate the indemnity contained in the Health and Safety Contract between Employer and Contractor.

NOTE: CONTRACTORS MUST SIGN AND INITIAL EACH PAGE AND FORWARD THE DECLARATION TO FAX NUMBER 011 678 4096 WELL BEFORE THE TIME OF THE EVENT, CONTRACTORS TO HAND THE ORIGINALLY SIGNED AND INITIALED DOCUMENT AND DECLARATION TO THE NOMINATED A PLUS MARKETING AND COMMUNICATION REPRESENTATIVE WHEN ARRIVING ON SITE TO COMMENCE.

HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR
(IN TERMS OF 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT)

Written between **Plan A MARKETING AND COMMUNICATION** (Marketing Consultancy/Events contractor) **AND CRESTA SHOPPING CENTRE** (Client/Company)

And..... (Mandatory)
As envisaged by Section 37 (2) of the occupational Health and safety Act, No 85, of 1993
As amended.

I.....representing..... (Mandatory)

To hereby acknowledge that (Mandatory)
Is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, No 85, of 1993 as amended and agrees to ensure that all works 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 **Plan A MARKETING AND COMMUNICATION** (Marketing Consultancy/Events contractor) **AND CRESTA SHOPPING CENTRE** (Client/Company) as contained in the documents attached hereto (if any) and to liaise with the **Plan A MARKETING AND COMMUNICATION (Marketing Consultancy/Events contractor)** should I, for whatever reason, be unable to perform in terms of this agreement.

To hereby acknowledge that (Mandatory) (duly authorized) hereby indemnify, release and disclaim the landlord, its agents and employees and agree that they shall not be liable for any loss of life or injury to person or damage to property or any damage or loss whatsoever, whether caused by negligence or otherwise and which may arise out of the presentation or participation in the presentation of the event/services rendered by ourselves at Cresta Shopping Centre.

Cresta Shopping Centre, its owners, its agents and employees, are indemnified and held harmless against any loss, liability, damages, expense or cost from and against all claims, demands or causes of action of whatsoever kind or nature arising directly or indirectly out of any act of or omission of our efforts in pursuant to our agreed service/s.

Signed this day of 2009 at

Signature on behalf of (Mandatory)
(being duly authorized)

Signature on behalf of
(Marketing Consultancy/Events Contractor)
(being duly authorized)

Signature on behalf of (Client)
(being duly authorized)