



SECTION 37(2) CONTRACT

ARRANGEMENTS AND PROCEDURES FOR CONTRACTORS ON THE PREMISES

INTRODUCTION

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND ITS REGULATIONS

In terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 and its regulations, henceforth referred to as the OHS Act, the provision of Section 37(1) of the same act apply to _____

_____ henceforth referred to as the contractor, in as far as, **MultiChoice Support Services Pty Ltd** shall not be responsible or liable for the actions or inaction's whatsoever in contravention of the OHS Act taken by the employees of the contractor, in the fulfillment of the contract undertaken by the contractor.

As an **employer in your own right**, you, the contractor is obliged to comply with all the provisions of the OHS Act while on the premises of **MultiChoice Support Services Pty Ltd**, you shall also be required to comply with the conditions and safety procedures of **MultiChoice Support Services Pty Ltd**.

MultiChoice Support Services Pty Ltd hereby reserves the right to cause all work undertaken by the contractor, that is in contravention of the OHS Act and that has come to the attention of **MultiChoice Support Services Pty Ltd** to cease, until satisfied that such contravention has been rectified. Non-compliance to **MultiChoice Support Services Pty Ltd** arrangements and procedures will adversely affect future contracts, while serious non-compliance may lead to immediate expulsion from the premises.

REQUIREMENTS, ARRANGEMENTS AND PROCEDURES FOR CONTRACTORS

It is a condition of this contract that your employees, and any sub-contractors, be covered in terms of the Compensation for Occupational Injuries and diseases Act 130 of 1993 as amended. **A copy of your latest Letter of Good Standing with the Compensation Commissioner shall be attached to the signed copy of this legal document.** Furthermore, the contractor or sub-contractor certifies that such cover will not expire during the execution of the task nor will the contractor become in arrears with any payment due to the Commissioner or any other documentation required by the Commissioner.

The contractor furthermore agrees to the following health and safety rules of **MultiChoice Support Services Pty Ltd**

- The contractor shall have available a copy of the OHS Act on request.
- Any contractor with more than five employees at any time on the premises shall have available a first aid box for prompt first aid.
- Any contractor with ten or more employees shall have at least one competent and valid first aider on the premises at their workplace. Should there be fifty or more employees on the premises a further first aider for every fifty employees or part thereof shall be available.
- Any contractor with less than ten employees on the premises shall ensure that such employees are made conversant with the first aider at their workplace.

- The contractor shall keep up to date and available for inspection all applicable legally required registers.
- The contractor shall make himself and his employees conversant with **MultiChoice Support Services Pty Ltd** emergency and evacuation procedures.
- The contractor shall not misuse anything, which is supplied in the interest of health and safety.
- The contractor shall adhere to all **MultiChoice Support Services Pty Ltd** safe-working procedures.
- The contractor shall be subject to the health and safety and security rules of **MultiChoice Support Services Pty Ltd**.
- No intoxicating drugs or liquor will be consumed on or brought onto the premises and no person under the influence or who appears to be under the influence will be permitted to come onto or remain on the premises or at a workplace.

INDEMNIFICATION

The contractor hereby certifies that all contracting workmen recognize the inherent hazards that exist on the premises of **MultiChoice Support Services Pty Ltd** and that the Contractor:

- Enters the property entirely at his/her own risk and therefore the Contractor waives any claim of whatsoever nature against **MultiChoice Support Services Pty Ltd**, its employees, agents and/or mandataries in respect of any loss, damage and/or injury whether same is the result of any negligent act or omission on the part of **MultiChoice Support Services Pty Ltd**, its employees, agents and/or mandataries or other independent contractors or by a third person or by way of defective equipment or materials supplied by the company, and further the Contractor;
- Hereby indemnifies **MultiChoice Support Services Pty Ltd**, its employees, agents and/or mandataries against any claims from the Contractor's employees and/or from any other person, arising and being caused in the manner set out above.

I, _____ the Contractor, do hereby declare that my company, _____ acknowledge having read and understood the conditions contained in this legal document and furthermore, our employees agree to abide by these conditions.

CONTRACTOR

DATE

MULTICHOICE SUPPORT SERVICES PTY LTD

DATE

WITNESS 1

DATE

WITNESS 2

DATE