



# **Written agreement on Occupational Health and Safety**

in accordance with the provision of Section 37(2)  
of the Occupational Health and Safety Act, Act No 85 of 1993

as entered into by and between

ArcelorMittal South Africa Ltd  
(hereinafter referred to as “ArcelorMittal South Africa Ltd”)

and

\_\_\_\_\_   
(here in after referred to as the “Contractor”)

CONTRACTOR COMPENSATION FUND NUMBER: \_\_\_\_\_

VENDOR NUMBER: \_\_\_\_\_



**1. Reporting**

The Contractor and/or its designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act, Act No 85 of 1993 (the “OHS Act”) shall report to ArcelorMittal South Africa Ltd prior to commencing with the Contract Work at the Works.

**2. Warranty of Compliance**

2.1 The Contractor warrants that it agrees to the arrangements and procedures as prescribed by ArcelorMittal South Africa Ltd and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.

2.2 The Contractor acknowledges that this written agreement on occupational health and safety (the “Agreement”) constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Contractor is to perform on the Works shall be the obligation of the Contractor.

2.3 The Contractor further undertakes to maintain such compliance with the OHS Act and regulation thereto. Without derogating from the generality of the above, nor from the provisions of the Agreement, the Contractor shall ensure that the clauses as hereunder described and the OHS Act are at all times adhered to.

2.4 The Contractor hereby undertakes to ensure that the health and safety of any other person at the Works is not endangered by its conduct and/or activities while in the Works.

**3. Mandatory and Employer**

The Contractor shall be deemed to be an employer in its own right while in the Works in terms of Section 16(1) of the OHS Act; the Contractor shall accordingly ensure that the requirements of the OHS Act and Regulations thereto are complied with by itself and/or its nominated Chief Executive Officer.

**4. Appointments and Training**

4.1 The Contractor shall appoint competent persons as per Section 16(2) of the OHS Act and in terms of such additional requirements as may be imposed by the Act or under the regulations promulgated thereunder. Any such appointed person shall be a competent person sufficiently experienced in the work to be performed and shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the Contractor shall immediately be provided to ArcelorMittal South Africa Ltd and shall clearly set out the qualifications and previous experience of such persons to be appointed.

4.2 In as much as the appointment of such persons does not relieve ArcelorMittal South Africa Ltd of its responsibility in terms of the OHS Act, the Contractor will, in addition to its own responsibility under such legislation, be required to carry out any instruction of ArcelorMittal South Africa Ltd.

4.3 The appointed persons shall not at the same time be in charge of any other work, unless the site on which such other work is to be performed is adjacent to the Site of the Contract Works and provided that prior written permission is obtained from ArcelorMittal South Africa



Ltd and furthermore provided that all necessary permission in terms of the applicable legislation have been obtained.

- 4.4 The appointed persons shall also be responsible for the work, if any, to be carried out by any Sub-Contractors and the Contractor hereby indemnifies and hold harmless ArcelorMittal South Africa Ltd against any damaged that may accrue to any Sub- Contractor of the Contractor.
  - 4.5 As soon as the Contractor becomes aware that its appointed person is likely to be absent from the Site for a period of more than 4 (four) days, the Contractor shall immediately notify ArcelorMittal South Africa Ltd and nominate a suitable person to act during such absence. If the period of absence exceeds or is expected to exceed 30 (thirty) days, the Contractor shall immediately take steps to nominate a person for appointment in the place of the principal appointee for the period of such absence and shall make the appointment letter of such substitute appointment available to ArcelorMittal South Africa Ltd.
  - 4.6 The Contractor shall further ensure that all its employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the Works. Without derogating from the foregoing, the Contractor shall, in particular, ensure that all its users or operators of any Goods or Contractor's Equipment are properly trained in the use of such Goods and Contractor's Equipment.
  - 4.7 Notwithstanding the provisions of the above, the Contractor shall ensure that it, its appointed responsible persons and its employees are at all times familiar with the provisions of the OHS Act and Regulations thereto, and that they comply with the provisions of the OHS Act and Regulations thereto.
- 5. Supervision, Discipline and Reporting**
- 5.1 The Contractor shall ensure that all work performed at the Works is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced by the Contractor against any of its employees regarding non-compliance by such employee with any health and safety matters.
  - 5.2 The Contractor shall further ensure that its employees report to it all unsafe or unhealthy work situations immediately after they become aware of the same and that it in turn immediately reports these to ArcelorMittal South Africa Ltd.
  - 5.3 ArcelorMittal South Africa Ltd reserves the right to monitor the health and safety performance of the Contractor and / or its Sub- contractors and shall be entitled, in the event of a first incidence of poor performance to revoke the Contractor's and / or its Sub-Contractor'(s)' access to ArcelorMittal South Africa Ltd premises for a period of (3) three months. The Contractor and/ or its Sub Contractor (s) will after expiry of the (3) three month period be allowed to re- apply for access to the premises, but there will be no obligation on ArcelorMittal South Africa Ltd to grant such application.
  - 5.4 Any further transgressions if and after a Contractor's and/ or its Sub- Contractors access has been restored as contemplated in clause 5.3 above will lead to immediate and permanent revocation of that contractor and/ or its Sub- Contractor right if access to any ArcelorMittal South Africa Ltd Premises.



**6. Access to the OHS Act**

The Contractor shall ensure that it has an updated copy of the OHS Act and Regulations on Site at all times and that this is accessible to its appointed, responsible persons and employees, save that the Parties may make arrangements for the Contractor and its appointed, responsible persons and employees to have access to ArcelorMittal South Africa Ltd copy/copies of the Act.

**7. Co-Operation**

7.1 The Contractor and/or its responsible persons and employees shall provide full co-operation and information if and when ArcelorMittal South Africa Ltd enquires into occupational health and safety issues concerning the Contractor. It is hereby recorded that ArcelorMittal South Africa Ltd shall at all times be entitled to make such enquiry.

7.2 Without derogating from the generality of the above, the Contractor and its responsible persons shall make available to ArcelorMittal South Africa Ltd, on request, all and any checklists and inspection registers required to be kept by it in respect of any of the Goods or Contractor's Equipment.

7.3 ArcelorMittal South Africa Ltd reserves the right to conduct Safety, Health, Environmental, Risk and Quality (SHERQ) audits on any contractor and/ or its sub- contractor's at any time before commencing any works or during work and the contractor shall fully cooperate with ArcelorMittal South Africa Ltd and *Inter alia* make the required records, information and personnel available. ArcelorMittal South Africa Ltd's right to audit is limited to no more than once in a 12 (twelve) month period, however ArcelorMittal South Africa Ltd shall have the right to re- audit more frequently if material irregularities are discovered in the initial audit. The audits will be conducted during normal business hours and will be at the sole cost of ArcelorMittal South Africa Ltd.

**8. Work Procedures**

8.1 The Contractor shall be entitled to utilise the procedures, guidelines and other documentation as used by ArcelorMittal South Africa Ltd for the purposes of ensuring a healthy and safe working environment. The Contractor shall then ensure that its responsible persons and employees are familiar with and utilise the documents.

This does not absolve the Contractor from its responsibility at all times to adhere to the provisions of the OHS Act and the regulations promulgated in terms thereof. The contractor acknowledges that ArcelorMittal South Africa Ltd has not made any representation whatsoever about the suitability, adequacy or any other quality of the said procedures, guidelines and other documentation.

8.2 The Contractor shall implement safe work practices as prescribed by ArcelorMittal South Africa Ltd and shall ensure that its responsible persons and employees are made conversant with and adhere to such safe work practices.

8.3 The Contractor shall ensure that work for which, a permit is required by ArcelorMittal South Africa Ltd is not performed by its employees prior to the obtaining of such permit.



**9. Health and Safety Meetings**

If required in terms of the OHS Act, the Contractor shall establish its own Health and Safety Committee(s) and ensure that its employees, being the Committee members, hold Health and Safety meetings as often as may be required and at least every 3 (three) months. ArcelorMittal South Africa Ltd may elect to permit the Contractor's Health and Safety Representatives to attend ArcelorMittal South Africa Ltd Health and Safety Committee meetings.

**10. Compensation Registration**

The Contractor shall ensure that it has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act, Act No 130 of 1993, and that all payments owing to the Compensation Commissioner are discharged. The Contractor shall further ensure that the cover shall remain in force while any such employee is present on the Works. ArcelorMittal South Africa Ltd shall be entitled from time to time to demand proof of payment to the Compensation Commissioner.

**11. Medical Examinations**

The Contractor shall, at its own costs, ensure that all its employees undergo routine medical examinations and that they are medically fit for the work they are to perform.

**12. Incident Reporting and Investigation**

- 12.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Contractor to the Department of Labour and to ArcelorMittal South Africa Ltd. ArcelorMittal South Africa Ltd shall further be provided with copies of any written documentation relating to any incident.
- 12.2 ArcelorMittal South Africa Ltd retains an interest in the reporting of any accident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS Act into such incident.

**13. Sub-Contractors**

Without derogating from the generality of this clause 13:

- 13.1 The Contractor shall ensure that training as discussed under clause 4 (Appointments and Training) above, is provided prior to the Sub-Contractor commencing work on the Works.
- 13.2 The Contractor shall ensure that work performed by the Sub-Contractor is done under strict supervision and discipline, under clause 5 (Supervision, Discipline and Reporting) above.
- 13.3 The Contractor shall inform ArcelorMittal South Africa Ltd of any health and safety hazard and/or issue that the Sub-Contractor may have brought to its attention.
- 13.4 The Contractor shall inform ArcelorMittal South Africa Ltd of any difficulty encountered



Regarding compliance by the Sub-Contractor with any health and safety instruction, procedure and/or legal provision applicable to the work the Sub-Contractor performs on the Works.

13.5 The Contractor shall prior to the start of the work and during the subsistence of the Works when a new sub-Contractor is appointed by the Contractor, communicate in writing to ArcelorMittal South Africa Ltd the Sub- contractor's identity and the details (Safe Work Procedure) of the Sub- contracted activities.

13.6 The Contractor shall approve in writing and to the satisfaction of ArcelorMittal South Africa Ltd, all their Sub- Contractor/s safety plans.

#### **14. Security and Access**

14.1 The Contractor and its employees shall enter and leave the Works only through the main gate(s) and/or checkpoint(s) designated by ArcelorMittal South Africa Ltd. The Contractor shall ensure that its employees adhere to the security rules of ArcelorMittal South Africa Ltd at all times and shall not permit any person who is not directly associated with the work from entering the Works.

14.2 The Contractor and its employees shall not enter any area of the Works that is not directly associated with the Contract Work.

14.3 The Contractor shall ensure that all Contractors' equipment brought by itself on to the Works is recorded at the Main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by ArcelorMittal South Africa Ltd to allow the Contractor's equipment to be removed from the Works.

#### **15. Fire Precautions and Facilities**

15.1 The Contractor shall ensure that an adequate supply of fire protection and first aid facilities are provided for the work to be performed in the Works, save that the Parties may mutually make arrangements for the provision of such facilities.

15.2 The Contractor shall further ensure that all its employees are familiar with fire precautions at the Works, which include fire alarm signals and emergency exits, and that such precautions are adhered to.

#### **16. Hygiene and Cleanliness**

The Contractor shall ensure that the Site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness as required in Construction regulation 27 under the OHS Act.

#### **17. No Nuisance**

17.1 The Contractor shall ensure that neither it nor its employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to ArcelorMittal South Africa Ltd and/or its surroundings. The Contractor furthermore undertakes and is obliged to remedy any environment impairment or nuisance caused by it at its own costs.



17.2 The Contractor shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on ArcelorMittal South Africa Ltd, another contractor or any tenants. Where such situations are unavoidable, the Contractor shall give prior written notice to ArcelorMittal South Africa Ltd.

**18. Intoxication not allowed**

No intoxicating substance of any form shall be allowed on the Site. Any person suspected of being intoxicated shall not be allowed on the Site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

**19. Personal Protective Equipment**

The Contractor shall at its own costs ensure that its responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2(2) of the OHS Act. The Contractor shall further ensure that its responsible persons and employees wear the PPE issued to them at all material times.

**20. Goods, Machinery and Equipment**

20.1 The Contractor shall ensure that all the Goods and Contractor's Equipment is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

20.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Contractor hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the Works, or manufactures, sells or supplies to or for ArcelorMittal South Africa Ltd SA Ltd, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

**21. No usage of Employer's Equipment**

The Contractor hereby acknowledges that its employees shall not be permitted to use any materials, machinery or equipment of ArcelorMittal South Africa Ltd unless approval has been obtained, in which case the Contractor shall ensure that only those persons authorized to make use of same, have access thereto.

**22. Transport**

22.1 The Contractor shall ensure that all road vehicles used in the Works are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs in the Works at all times.

22.2 In the event that any hazardous substances are to be transported in the Works, the Contractor shall ensure that the requirements of the Hazardous Chemical Substances Act, Act No 15 of 1973 are complied with at all times.



**23. Clarification**

In the event that the Contractor requires clarification of any of the terms or provisions of this Contract, it should contact ArcelorMittal South Africa Ltd.

**24. Duration of Agreement**

This Contract shall remain in force for the duration of the work to be performed by the Contractor and/or while any of the Contractor's workmen are present in the Works.

**25. Headings**

The headings as contained in this Agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

**26. Appointment**

ArcelorMittal South Africa Ltd South Africa hereby appoints the Contractor to carry out the Contract Work and the Contractor accepts such appointment.

THUS DONE AND SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ for  
and on behalf of Supplier/Vendor/Contractor.

1. \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

WITNESSES:

1. \_\_\_\_\_  
**Signature**

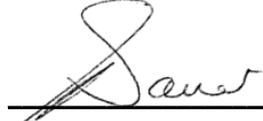
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2. \_\_\_\_\_  
**Signature**

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**Name**



THUS DONE AND SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ for  
and on behalf of ArcelorMittal South Africa Ltd South Africa Ltd.

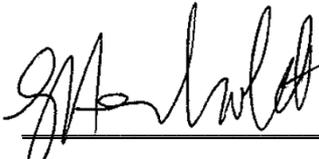
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Signature

D.F. SAUER  
Name

WITNESSES:

1.   
\_\_\_\_\_  
Signature

I.A. VAN NIEKERK  
Name

2.   
\_\_\_\_\_  
Signature

G.J. HERHOLDT  
Name