



CONTRACTORS INDEMNITY AGREEMENT

PROPERTY : _____
(Hereinafter referred to as the "Company")

CONTRACTOR : _____
(Hereinafter referred to as the "Contractor")

Address : _____

Telephone No : _____ Mobile No: _____

In terms of Section 37 (2) of the Occupational Health and Safety Act, Act 85 of 1993 (OHSACT) it is hereby agreed that:

1. _____ (individual's name) is duly authorised to sign this agreement for and on behalf of _____ (Contractor's name) and such an agreement shall be binding on the Contractor.
2. The Contractor shall bear full responsibility for ensuring that the provisions of OHSACT and its regulations are properly implemented in the areas designated for contractual work in respect of all aspects of the work to be undertaken and that all other laws that pertain to that work will also be complied with.
3. The Contractor shall be responsible for the well-being in relation to health and safety for all persons coming upon/into such area in accordance with OHSACT/Environmental System subject to any directive issued by the Company. This is applicable for all areas of work within the Sandton Convention Centre.
4. The Contractor undertakes to report to the Company any hazard to health and safety which exists or arises during the contract work in the areas concerned and over which the Customer will have no control.
5. All necessary appropriate safety/health Personal Protective Equipment shall be issued by the Contractor to all persons working or coming into the area.
6. The Contractor is registered with the Compensation Commissioner
Registration number: _____
7. The Contractor hereby acknowledges the receipt of the Property Health and Safety Policy and the Environmental Policy, and confirm, that all workers have been made aware and understands their obligations under these Policies.
8. The Contractor and workers on site are familiar with the Property Emergency Evacuation Procedures.
9. The Contractor must also comply with the provisions of the following legislation:
 - Compensation for Occupational Injuries and Diseases Act, No 130 of 1993;



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- Labour Relations Act and Regulations No 66 of 1995;
 - Basic Conditions of Employment Act and Regulations Act No 3 of 1983;
 - Any legislation pertaining to the transportation, loading or unloading of, and other activities associated with Hazardous Chemical substances; and
 - Any legislation governing Environmental, Water and Atmospheric pollution

Declaration by Contractor

I hereby confirm and agree that the addendum attached to the Contractor's Indemnity Agreement has been explained to me as per the requirements that has been set out by Southern Sun.

Signed : _____ Name : _____
(For and on behalf of the "Contractor") (Please print)

Witness: _____ Name : _____
(Please print)

Declaration by Southern Sun Property representative

I hereby confirm and agree that I have explained the addendum attached to the contractors Indemnity Agreement to the contractor according to the requirements standard that has been set out in the addendum.

Signed : _____ Name : _____
(For and on behalf of the "Company") (Please print)

Witness: _____ Name : _____
(Please print)

Signed at Sandton Convention Centre on this _____ day of _____ 20____
(Property Name)

NB: Please Initial all pages

ADDENDUM TO CONTRACTORS' INDEMNITY

Requirements of all Contractors, Suppliers or Consultants,
Engaged by Southern Sun Hotels.

The following conditions shall form the basis of all agreements with contractors, suppliers and consultants engaged in work at/on behalf of Sandton Convention Centre (Property name) to ensure a suitably safe environment and work site, to protect the general public, employees, building owners and occupiers of adjoining properties in accordance with the Health & Safety Act, as well as all regulations, Standards, Advisory Standards and Industry Codes of Practice pertaining to the work.

1. GENERAL STATEMENT

The Sandton Convention Centre (Property name) complies with the Occupational Health and Safety Act 85 of 1993 of South Africa, to ensure the safety and well-being of staff and guests. In support of this commitment, all contractors conducting business at the Sandton Convention Centre have an obligation to comply with the policies and procedures of the property and to ensure that all legal legislation is complied with/adhered to.

All contractors must report to the security entrance/exit area on arrival, complete and sign the required documentation (Contractor's Indemnity 37.2) and request to see the person nominated by the Hotel to co-ordinate the arranged visit.

1.1 Employer's Obligations (Contractor's)

Employers shall safeguard the health and safety of their employees, covering all machinery, equipment, substances, and appliances used by their employees in the work to be performed by the contractor on site.

1.2 Product Safety Obligations

Contractors and suppliers must provide safe, tested articles and products, with full safety information regarding safe use, and provide confirmation that the articles and products do not constitute a risk to health or safety. Evidence of compliance with relevant International Standards, Regulations, Advisory Standards, Industry Codes of Practice, or design codes is required prior to purchase of any materials, articles, or products to be used on site. Compliance with the property's specific design requirements is a prerequisite to supply or purchase of any articles, materials or products.

1.3 Employee's Obligations (Contractor's)

Employees of contractors have an obligation to avoid injury to themselves or others and must not interfere with or misuse equipment or building services which provide protection for health/safety or welfare of employees and the public.

2. SAFETY

General and Event Safety

2.1 Contracted Companies'

Any company who has been contracted, subcontracted, or hired by the clients to provide function setups comprising staging, rigging, stalls, temporary structures, electrical and lighting etc, must at all times be compliant with all provisions as prescribed by the following Acts/Regulations/Standards, as may be applicable but not limited to the following:

- SANS 10400 & SANS 10366
- National Building Regulations & Building Standards Act, Act No 103 of 1977 as well as any Provincial/Municipality Event Safety Regulations.

As such all relevant appointments/documents/certificates pertaining to:

Temporary Structures BDM 11, 12 or 13 – as required and or electrical COC (Certificates of Compliance) must be completed.

2.2 Accidents and Incidents

All accidents and incidents shall be reported immediately to the Property's Safety representative in charge. Persons requiring first aid treatment are to report to the Property Safety Representative. Contractors shall provide a fully equipped 1st aid station, when working on site with more than 5 personnel.

2.3 Personal Protective Equipment

The contractor shall provide and ensure all employees, wear personal protective clothing when required, such as safety helmets, eye protection, respiratory protective equipment, hearing protection, protective footwear, hand protection and safety harnesses where applicable.

2.4 Protection of the Work Site

The contractor shall provide protection of work including proper fencing, guarding, lighting, safety tagging, and watching of work for suitable safety precautions, to protect the public, and the owners and occupiers of the work site and the adjoining properties, for the duration of the work on site. The responsibility to clean up all refuse/debris and dispose of the same, rests with the contractor. All refuse/debris is to be cleaned from site on a daily basis. Until removal, all rubbish and other materials are to be maintained on site at all times, and in no event shall such rubbish and other materials be placed in any location off site. Contractors shall ensure that such rubbish and materials shall not interfere with the operation of the property, or the work of any other contractors or their employees working elsewhere on site. Flammable rubbish, or any hazardous material, is to be removed from the building immediately, and stored in an appropriate area prior to removal each day. Plant rooms **may not** be used for any storage of building materials.

2.5 Work Permits, Flame Cutting and Welding

All contractors arriving onsite will be required to complete a contractor's indemnity, issued at Property Security, and have it authorised by the relevant Property Representative. Naked flames, welding, grinding or use of heating equipment shall not take place without a completed and valid hot work permit from the Maintenance Manager and in the designated area of work. Contractor shall give 24-hour notice of all hot works to be carried out to the Maintenance Manager at the property. Posting of a fire watch will be required during hot works and all safety requirements by the Maintenance Manager as per the hot works permit will need to be adhered to. Upon completion, the Maintenance Manager is to be informed so that an inspection to reinstate all isolated alarms can be done.

2.6 Machine Guarding

All mechanical equipment brought onto the premises must be guarded to the safeguarding requirements of manufacturers and local authorities' requirements. No equipment is to be operated with guards removed.

2.7 Electrical

All portable electrical equipment owned by the contractor that is to be used at the Property, must be electrically tested and tagged. The Maintenance Manager may inspect electrical equipment and if



not tested, a non-conformance report will be issued to the contractor. All contractors must use portable safety switches when using electrical equipment.

2.8 Working at Heights

The Advisory Standard for Working at Heights and Working on Roofs requires persons working above 2.4 meters to be protected from falling.

To ensure compliance with this requirement, the Hotel has developed a "Permit to Work System" and "Working at Heights" procedure. All contractors required to work from roofs or at height must report to the Maintenance Manager or a Safety Management representative (where applicable) to complete, and receive, the appropriate 'permit' prior to commencing work. A fall protection plan will also be required to be submitted by the contractor when working at heights.

All equipment for working at heights supplied by the contractor, must be well maintained, and must comply with the relevant design standards applicable.

Licensed persons only will carry out erection of scaffolding.

Persons working in confined spaces are required to follow the local Working in Confined Spaces regulations. The Contractor is responsible for notifying the Maintenance Manager of the location of any employees working in confined spaces at all times.

2.9 Lockout / Tag out Systems

Where equipment is isolated for servicing, repairs or tests, the contractors shall lock out, render safe and tag such equipment, and shall not restart such equipment until he/she can ensure recommissioning that such equipment will not endanger any person. The Property's lock out and tag out system must be used. No lockout / tag out locks will be removed by the contractor unless authorized by the individual applying the tag. Any discrepancies are to be reported to the Maintenance Manager.

2.10 Hazardous Substances Stored on Site

The contractor, supplier or consultant shall advise of all potentially hazardous substances prior to moving on site, either compressed gasses, flammable liquid or solids, oxidizing agents, poisonous and infectious substances, or corrosives, and shall provide material safety data sheets for each substance proposed for use on site. The contractor shall ensure the correct handling, storage and usage of these substances.

2.11 Plant

All tools and equipment brought into the Property for the performance of work by the contractor/consultant/supplier, must meet current International Equivalent Standards (if applicable) and be maintained to the manufacturer's specification. The Property is not responsible for any tools or equipment brought on site by contractors.

3. Environmental Waste

Contractors shall ensure that chemicals, cement or sediments, or any other environmentally hazardous waste, do not enter storm water or sewage drains, or any other watercourse, within the Property's grounds or in any surrounding areas.

4. GENERAL

4.1 Damage

Should any of the Property's structures, buildings, fixtures, equipment or other movable or immovable



objects, be damaged by the contractor or his agents or employees, the contractor shall repair immediately such damage and at the contractor's cost. In the event of the contractor failing to repair such damage or objects within a reasonable time, the Property may at its discretion repair such damage at its own expense but shall always retain the right to seek reimbursement for any such expense from the contractor after the work has been completed.

5. INSURANCE AND INDEMNITY

Before commencing work on site the contractor shall provide certificates of insurance and additional insured endorsements, with required liability limits and statements.

Insurance coverage required:

- (a) Workers compensation/employer's liability – Department of labour "Letter of Good Standing" required.
- (b) Comprehensive General or Third-Party Liability (as may be required) including Premises/Operations, Products/Completed Operations, Blanket Contractual, Personal Injury, Explosion, Collapse and Underground damage, if applicable, and Owned and Non-owned Automobile Liability with limits of not less than Ten Million Rand (ZAR10,000,000) combined single limit for bodily injury and/or Property Damage.
- (c) The contractor agrees to defend, indemnify and hold harmless the (name of hotel) Sandton Convention Centre and its owners, management company officers, agents and employees, from and against all claims, actions, causes of action, or liabilities, including reasonable attorney's fees, arising out of or resulting from any act undertaken or committed or omitted by the Contractor, its management, staff, pursuant to the performance of contractor's obligations under this Agreement except for those actions or liabilities which are due to the misconduct or negligence of the Property.

5.1 Building Services Code Compliance, Fire, Electrical, Plumbing and Ventilation

The contractors shall not alter, connect, or disconnect any building services, including electrical, fire, protection, ventilation, plumbing or sewerage services, without permission of the Maintenance or Property Management representative and such alterations require marking up of constructed drawings prior to any such activity, which mark ups must be approved in advance of any such activity by the Maintenance Manager.

5.2 Contractor Safety Files

Full comprehensive safety files will be required for ALL project work at the hotel. Contractors will need to submit their detailed safety files to a Safety Management representative or Maintenance Manager, prior to commencement of the respective project works.

6. Fire Protection and Prevention Procedures

6.1 Fire Protection/Detection Systems

The contractor shall not change, alter, isolate, bypass or render inoperative fire protection or detection systems in the property without a "Red Tag" permit from the Maintenance Manager/Property representative and shall use additional fire protection equipment where the potential for fire risks may be present in the work proposed.

Obstruction of fire egress passages, fire lanes, fire doors, emergency alarms, firefighting equipment or egress signage is strictly forbidden and prohibited.