

Event Contractors 37.2 Agreement

Document number:	ECA 001	Revision No. / Revision Date:	6.0 / July 2022
Event Organiser:		Approved by	Mike Lord
Event:		Original Document Implementation date:	August 2017

Contractor Name:		Contact Person Name:	
Contact Number:		Date:	
Email Details:			

1. PURPOSE:

To ensure that contractors adhere to _____ **WSPID 2023** _____ (event) health and safety requirements, Event Safety Guidelines have been drawn up for contractors, their sub-contractors and their employees to abide by whilst operating on the _____ **Durban ICC** _____ (property/event site).

Contractors shall ensure that all sub-contractors have received a copy of these Event Safety Guidelines and requirements.

For the purposes of this agreement, please note that the Event Manager as depicted in this document, relates to the Venue and/or Event Organiser representative depending on the specifics of the agreement.

2. CONTRACT WORK:

- 2.1. The contractor certifies that they are fully conversant with the provisions of the **Occupational Health and Safety Act No.85 of 1993 (OHSA) and the Regulations** and that his employees, agents and mandataries have similar knowledge.
- 2.2. No contractor shall commence work on the property until they have received permission to do so from the Event Manager and have provided the following details:
 - 2.2.1 Their registration number with the Compensation Commissioner (**Letter of Good Standing**),
 - 2.2.2 Proof that their fees in terms of the Compensation for Occupational Injuries and Diseases Act are up to date.
- 2.3. The contractor hereby certifies that all electrical and mechanical equipment to be brought onto the property of the event site that is to be used during the course of the contract conforms to the relevant regulations and is safe to use.
- 2.4. Further, the contractor understands that should it come to the attention of the event organisers, their representatives or personnel of the property owner that said equipment does not meet the required standards, the Event Manager can order the cessation of work until such time as said equipment meets the relevant safety standards.
- 2.5. **Any work being carried out at height with the risk of falling, then the contractor as per section 4 of the Construction Regulations 2014, is required to notify the Department of Labour 7 days prior the commencement of the work.**
- 2.6. Furthermore, section 7 of the Construction Regulations 2014 applies in regards to contractor duties to health and safety.
- 2.7. No excavations of any sort shall be carried out. No stakes or pegs are to be driven into the ground.
- 2.8. Before any welding operation or hot work commences, permission (permit) should be sought from the Event Manager.
- 2.9. No work shall be undertaken unless a competent person, as defined in the OHSA, is in attendance.
- 2.10. During the term of contract, the contractor shall take all necessary steps to ensure that work areas remain reasonably clear of waste and any hazardous material or substance and general housekeeping is in place.
- 2.11. Once work is completed the contractor shall ensure that the work area and its surrounds are left clean and tidy. Any costs associated with cleaning the area or the removal of waste etc. shall be borne by the contractor.

3. TOOLS AND EQUIPMENT:

- 3.1. The contractor shall not be permitted use equipment belonging to the Event Manager save in exceptional circumstances. In such instances the operator of said equipment will be required to sign an “at own risk” indemnity in favour of the property.
- 3.2. The contractor shall provide his own tools and equipment, and these shall remain under lock and key when not in use. The venue and the event organiser shall not be liable for any loss thereof or damage thereto, howsoever caused.

4. REMOVAL OF ITEMS:

Neither the contractor nor their sub-contractors shall remove any item from the venue or the event site that is not their property. The event Security Contractor shall ensure that a goods removal form is signed when required.

5. MOVEMENT ON THE COMPANY'S PROPERTY:

The contractor shall advise all those under their control that they are not permitted to move outside of the designated work area without authorisation from the Event Manager.

6. PERSONAL PROTECTIVE CLOTHING AND SAFETY APPARATUS/EQUIPMENT:

- 6.1 Appropriate personal protective equipment and safety apparatus and equipment must be utilised where required.
- 6.2 Section 8 of OHSA refers to the General Duties of the Employers to their Employees, taking such steps as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard to the safety or health of employees, before resorting to personal protective equipment.
- 6.3 General Safety Regulations, section 3, taking into account the nature of the hazard that is to be countered, safety equipment should be considered such as suitable goggles, spectacles, face shields, welding shields, visors, hard hats, protective helmets, caps, gloves, gauntlets, aprons, jackets, capes, sleeves, leggings, spats, gaiters, protective footwear, protective overalls, or any similar safety equipment or facility of a type that will effectively prevent bodily injury;

7. COMBUSTIBLES AND FLAMMABLES:

- 7.1. No combustible and / or flammable material will be permitted onto the site without authorisation from the Health & Safety Representative or the Event Manager. Should permission be granted, hazardous materials are to be stored in an appropriate manner.
- 7.2. Should the contractor be required to engage in activities that have the potential to result in a fire such as welding, soldering etc. they should report said activities to the Event Manager prior to work commencing to receive a hot work permit.

8. DAMAGE TO PROPERTY:

- 8.1. Should any property belonging to or in the care of the contractor or any person engaged in the contract work be damaged, the Venue and/or the Event Organiser shall not be held liable for same, howsoever caused and the contractor fully indemnifies the property owner, Alliance Safety Management and the Event Organiser in respect thereof.
- 8.2. Should any property belonging to the venue be damaged, such damage should immediately be reported to the Event Manager and the contractor shall be required to reimburse the venue for the costs associated with the repair of said equipment.
- 8.3. Should property belonging to any other party be damaged through and by way of the contract work the event organiser and the venue shall not be responsible therefore and the contractor indemnifies the event organiser and the venue accordingly.

9. ACCIDENTS AND INCIDENT REPORTING:

- 9.1 Any accident or injury shall be reported immediately to the Event Manager, Event Security Contractor and the event appointed Health and Safety Representative and/or Safety Officer.
- 9.2 An incident report must be compiled within 24 hours and submitted to the Event Manager.
- 9.3 As per OHSA, an incident as considered in section 24 (1) as well as major incident meaning an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace; same shall be reported to the Inspector.
- 9.4 Proof of such report provided to the Inspector shall be given to the Event Manager.

10. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS:

The contractor shall ensure that no liquor, drugs, dangerous weapons or firearms shall be brought onto the premises.

11. SEARCHES:

The contractor and any other person engaged in the contract work may at any time be searched by the Appointed Property or event Security Contractor and all packages, suitcases, etc, must be presented to the security office for examination prior to being brought onto or taken off the property.

12. OHSA RESPONSIBILITIES:

Further in terms of **Section 37(2) of the OHSA** it is hereby agreed that:-

- 12.1. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the contractor.
- 12.2. The contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon / into such area in accordance with that legislation.
- 12.3. The nature of the work to be done by the Contractor is the following:

- 12.4. The contractor shall familiarise himself with the work area and all risks existing thereon and undertakes to report to the Event Manager or appropriate Health and Safety Representative any hazard to health and safety which may arise.
- 12.5. All necessary and appropriate safety / health equipment shall be issued by the Contractor to all persons working in or coming into the area of work.

13. INDEMNIFICATIONS:

The contractor certifies that all staff and/or sub-contractors recognise the inherent hazards that exist and that the contractor enters into an agreement with the event Organiser at its own risk and therefore waives any claims of whatsoever nature against the company, its employees, agents and/or man dataries in respect of any loss, damage and/or injury whether same is as a result of any negligent act or omission on the part of the venue, its employees, agents and/or man dataries or other independent contractors or by third persons or by way of defective equipment or materials supplied by the company, nothing at all excepted.

I, _____ being the person duly authorised to bind the contractor hereto, hereby acknowledge and accept the above terms and conditions and agree that the contractor and all persons working upon said contract shall adhere to all of the rules detailed above.

Signature of Contractor

Designation

Date