

## **ATTACHMENT E – SECTION 37(2) OF THE OHSA**

**[No construction on site]**

### **1. DEFINITIONS**

- 1.1 “**COIDA**” means the Compensation for Occupational Injuries and Diseases Act, 130 of 1993;
- 1.2 “**Incident**” means an undesired accident or event which results in death, injury, damage or loss.
- 1.3 “**OHSA**” means the Occupational Health and Safety Act, 85 of 1993 (as amended from time to time).
- 1.4 “**Sub-contractor**” means the persons or entities appointed by SUPPLIER.

### **2. INTRODUCTION**

- 2.1 SASOL has contracted SUPPLIER, being an expert in its field to perform the Work for and on behalf of SASOL.
- 2.2 SASOL and SUPPLIER have entered into the Agreement governing the terms and conditions of the Work to be performed.
- 2.3 The purpose of this Attachment E is to formalise the application of section 37(2) of the OHSA. By signing this Attachment E, SUPPLIER acknowledges that it is fully informed of its responsibilities, duties and liabilities in so far as health and safety matters are concerned and that it will not rely on SASOL to ensure its compliance with the OHSA and its Regulations.
- 2.4 SUPPLIER must ensure that it keeps a signed copy of this written attachment on site at all times.

### **3. EMPLOYER IN OWN RIGHT**

- 3.1 SUPPLIER will be deemed to be an employer in it's own right.
- 3.2 SUPPLIER's employees will not be deemed to be employees of SASOL.
- 3.3 SUPPLIER acknowledges that it is solely responsible, while performing the Work on SASOL's premises, for its employees, Sub-contractors, agents and the like.

### **4. WARRANTY OF COMPLIANCE**

- 4.1 SUPPLIER warrants that it has fully acquainted itself with the provisions of the OHSA and that its employees have also been made fully aware of the OHSA and its Regulations.
- 4.2 SUPPLIER warrants that it has familiarised itself with SASOL's working environment, that it is an expert in relation to the Work. In particular, the SUPPLIER warrants that it is satisfied that it can provide the Work in a manner that complies with the OHSA and its Regulations.
- 4.3 The SUPPLIER undertakes to ensure, in so far as it is reasonably practicable, that the health and safety of any other person on SASOL's premises is not endangered by the conduct and/or activities of the SUPPLIER while they are on SASOL's premises.
- 4.4 The SUPPLIER agrees to ensure that:
  - 4.4.1 SASOL's SHE Requirements are complied with and strictly enforced;
  - 4.4.2 SASOL's security policies and procedures are complied with;
  - 4.4.3 it shall not misuse anything which is supplied by SASOL or any third party in the interest of health and safety;
  - 4.4.4 its employees comply with any instructions issued by SASOL in reference to health and safety matters;
  - 4.4.5 it participates in all SHE audits (whether internal or external audits) scheduled by SASOL;
  - 4.4.6 that no intoxicating drugs or liquor are brought onto SASOL's premises and that no person is under the influence or who appears to be under the influence of intoxicating drugs or liquor, is permitted to come onto, or remain present at SASOL's premises;
  - 4.4.7 it enforces discipline regarding occupational health & safety compliance and if any of the SUPPLIER's employees are observed or reported to be disregarding health and safety laws, that the employee be disciplined accordingly;
  - 4.4.8 its employees do not enter any area of SASOL's premises which is not directly connected with the Work to be provided by SUPPLIER; and
  - 4.4.9 its employees are made aware of all or any inherent hazards that exist on SASOL's premises and/or hazards that are associated with the Work to be performed by SUPPLIER.

## 5. COIDA

5.1 SUPPLIER confirms that it is registered with and in good standing with the Compensation Commission in terms of COIDA and that it will immediately notify SASOL, in writing, in the event that it is no longer in good standing with the Compensation Commission.

5.2 It is SUPPLIER's responsibility to ensure that all of its Sub-contractors are in good standing with the Compensation Commissioner in terms of COIDA.

**6. INDEMNITY**

6.1 SASOL shall not be responsible for any loss, damage, injury or death, howsoever caused, to SUPPLIER, its employees or Sub-contractors.

6.2 SUPPLIER indemnifies SASOL and holds SASOL harmless against all and any claims, losses, damages, liability, costs and expenses concerning health, safety and environmental matters.

6.3 SUPPLIER hereby assumes liability for any loss or damage which is caused by the SUPPLIER's negligence, or through the negligence of any of its employees or Sub-contractors.

6.4 This indemnity clause shall not affect any other indemnities which may be recorded in the Agreement.

**SIGNED** at \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

For and on behalf of **Sasol South Africa (Pty) Ltd**, being duly authorised thereto.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**SIGNED** at \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

For and on behalf of **SUPPLIER** [*insert registered name of Supplier*], being duly authorised thereto.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_