



**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 "The Company")

and

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

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

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



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## 1. INTRODUCTION

- 1.1 ArcelorMittal South Africa Ltd has entered into an Agreement with the **Contractor and Tenant's** in terms of which the **Contractor and Tenant's** are required to perform certain work and/or services or will lease premises, at the Plant/Site, subject to the terms and conditions of the agreement.
- 1.2 Notwithstanding the performance of work and/or services or lease or use of the premises by the **Contractor and Tenant's** at the Plant/Site, the Parties
- 1.2.1 Intend that the provision of Section 37(1) of the OHS Act should not apply to the relationship between ArcelorMittal South Africa Ltd and the **Contractor and Tenant's**. Accordingly, the Parties have agreed to the arrangements and procedures contained in this Agreement to ensure compliance by the Contractor and/or Tenant with the provisions of the Occupational Health and Safety Act, Act No 85 of 1993 as amended, and regulations thereto ("OHS Act") and
- 1.2.2 Acknowledge and agree that they are separate employees, as contemplated in the OHS Act. The **Contractor and Tenant's** must each ensure compliance with the provisions of the OHS Act in respect of the work to be performed by the employees.
- 1.3 The Parties have agreed to the procedure and arrangements contained in this agreement to ensure that the **Contractor and Tenant's** complies with its obligations as the employer for the purpose of the OHS Act.
- 1.4 It is the intention of the Parties, through the agreement, that the provision of Section 37(1) should not, mutatis mutandis apply between the Parties.

## 2. REPORTING AND COMMUNICATION BETWEEN THE PARTIES

- 2.1 The **Contractor and Tenant's** and/or its designated person appointed in terms of Section 16(2) of the OHS Act shall report to ArcelorMittal South Africa Ltd prior to commencing with the **Contractor and Tenant's** work at the Plant/Site.
- 2.2 The **Contractor and Tenant's** leasing any premises will inform ArcelorMittal South Africa Ltd in writing of their intended use of the premises for their business.

## 3. WARRANTY OF COMPLIANCE

- 3.1 The **Contractor and Tenant's** warrants that it agrees to the arrangements and procedures as prescribed by ArcelorMittal South Africa Ltd as provided in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.
- 3.2 The **Contractor and Tenant's** acknowledges that this written **Contract** on occupational health and safety 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 and Tenant's** are to perform on the Site/Plant shall be the obligation of the **Contractor and Tenant**.



- 3.3 The **Contractor and Tenant's** further undertake to maintain such compliance with the OHS Act. Without derogating neither from the generality of the above, nor from the provisions of the **Contract**, the **Contractor and Tenant's** shall ensure that the clauses as hereunder described in the OHS Act are at all times adhered to.
- 3.4 The **Contractor and Tenant's** hereby undertake to ensure that the health and safety of any other person at the Site/Plant is not endangered by its conduct and/or activities while in the Site/Plant.
- 3.5 **Contractor and Tenant's** must obtain and maintain all necessary licences, permits and certification required from their operation.

#### 4 **CONTRACTOR, TENANTS AND EMPLOYEES**

The **Contractor and Tenant** will be regarded as independent employers under Section 16(1) of the Occupational Health and Safety (OHS) Act. Therefore, the **Contractor and Tenant** must ensure that they, along with their nominated Chief Executive Officer, comply with all requirements of the OHS Act.

#### 5 **APPOINTMENTS AND TRAINING**

- 5.1 The **Contractor and Tenant** 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 and Tenant's** 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.
- 5.2 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 and Tenant's** will, in addition to its own responsibility under such legislation, is required to carry out any instruction of ArcelorMittal South Africa Ltd.
- 5.3 The appointed persons shall not at the same time oversee any other work unless the **Site** on which such other work is to be performed in close proximity to the **Site/Plant** and provided that prior written permission is obtained in terms of the applicable legislation.
- 5.4 The appointed persons shall also be responsible for the work, if any, to be carried out by any Sub-contractor and Tenant.
- 5.5 As soon as the **Contractor and Tenant's** becomes aware that its appointed person is likely to be absent from the Site/Plant for a period of more than 4 (four) days, the **Contractor and Tenant's** 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 and Tenant's** shall immediately take steps to nominate a person for appointment in the place of the principal appointee for the period of such absence.

- 5.6 The **Contractor and Tenant's** 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 Plant. Without derogating from the foregoing, the **Contractor and Tenant's** shall, in particular, ensure that all its users or operators of any goods or **Contractor and Tenant's** Equipment are properly trained in the use of such goods and **Contractor and Tenant's** equipment.
- 5.7 Notwithstanding the provisions of the above, the **Contractor and Tenant's** shall ensure that 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.

## **6 PROVISIONS, DISCIPLINE AND REPORTING**

- 6.1 The **Contractor and Tenant's** shall ensure that all work performed at the Site/Plant 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 and Tenant's** against any of its employees regarding non-compliance by such employee with any health and safety matters.
- 6.2 The **Contractor and Tenant's** shall further ensure that its employees report all unsafe or unhealthy work situations immediately after they become aware of it and in turn reports it immediately ArcelorMittal South Africa Ltd.

## **7 ACCESS TO THE OHS ACT**

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

## **8 CO-OPERATION**

- 8.1 The **Contractor and Tenant's** 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 and Tenant**. It is hereby recorded that ArcelorMittal South Africa Ltd shall at all times be entitled to make such an enquiry.
- 8.2 Without derogating from the generality of the above, the **Contractor and Tenant's** and its responsible persons shall make it available to ArcelorMittal South Africa Ltd, on request, all checklists and inspection registers required to be kept by it in respect of any of the goods or **Contractor and Tenant's** equipment.



## 9 WORK PROCEDURES

- 9.1 The **Contractor and Tenant's** shall be entitled to utilize 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 and Tenant's** shall then ensure that its responsible persons and employees are familiar with and utilize the documents.
- 9.2 The **Contractor and Tenant's** 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 working practices.
- 9.3 The **Contractor and Tenant's** 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 a permit.

## 10 HEALTH AND SAFETY MEETINGS

If required in terms of the OHS Act, the **Contractor and Tenant's** 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 and Tenant's** Health and Safety Representatives to attend ArcelorMittal South Africa Ltd Health and Safety Committee meetings.

## 11 COMPENSATION REGISTRATION

The **Contractor and Tenant's** 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 and Tenant's** shall further ensure that the cover shall remain in force while any such employee is present on the Site/Plant.

## 12 MEDICAL EXAMINATIONS

The **Contractor and Tenant's** shall ensure that all its employees undergo routine medical examinations and that they are medically fit for the work they are to perform.

## 13 INCIDENT REPORTING AND INVESTIGATION

- 13.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the **Contractor and Tenant's** to the Department of Labour and to ArcelorMittal South Africa Ltd. The Company must further be provided with copies of any written documentation relating to any incident.
- 13.2 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.



#### 14 INDEMNITY BY THE CONTRACTOR AND TENANT

Notwithstanding the provision of the agreement, or any other **Contractor and Tenant's** relationship as between ArcelorMittal South Africa Ltd and the **Contractor and Tenant's**, ArcelorMittal South Africa Ltd shall not be responsible for any loss, damage, injury or death, howsoever caused, to the **Contractor and Tenant's** employees, and the **Contractor and Tenant's** hereby indemnifies ArcelorMittal South Africa Ltd, and holds ArcelorMittal South Africa Ltd harmless against all and any claims. Losses, demands, liability, cost and expenses of whatsoever nature, which the **Contractor and Tenant's** may at any time sustain out of the circumstances referred to herein.

#### 15 SUB-CONTRACTOR AND TENANTS

Without derogating from the generality of this Clause 15, the **Contractor and Tenant's** shall:

- 15.1 Ensure that training as discussed under Clause 5 (Appointments and training) above is provided prior to the **Sub-Contractor and Tenant's** commencing with work on the Site/Plant.
- 15.2 Ensure that work performed by the **Sub-Contractor and Tenant's** are done under strict supervision and discipline as discussed above under Clause 6 (Supervision, discipline and reporting).
- 15.3 Inform ArcelorMittal South Africa Ltd of any health and safety hazard and/or issue that the **Sub-Contractor and Tenant's** may have brought to its attention.
- 15.4 Inform ArcelorMittal South Africa Ltd of any difficulty encountered regarding compliance by the **Sub-Contractor and Tenant's** with any health and safety instruction, procedure and/or legal provision applicable to the work the **Sub-Contractor and Tenant's** perform on the Site/Plant.

#### 16 SECURITY AND ACCESS

- 16.1 The **Contractor and Tenant's** and its employees shall enter and leave the Site/Plant only through the Main gate(s) and/or checkpoint(s) designated by ArcelorMittal South Africa Ltd. The **Contractor and Tenant's** shall ensure that its employees comply 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 Site/Plant.
- 16.2 The **Contractor and Tenant's** and its employees shall not enter any area of the Site/Plant that is not directly associated with the work to be done.
- 16.3 The **Contractor and Tenant's** shall ensure that all equipment brought by the **Contractor and Tenant's** onto the Site/Plant is recorded at the Main gate(s) and/or checkpoint(s). A failure to do so may result in a refusal by ArcelorMittal South Africa Ltd to allow the **Contractor and Tenant's** equipment to be removed from the Site/Plant.



## 17 FIRE PRECAUTIONS AND FACILITIES

- 17.1 The **Contractor and Tenant's** shall ensure that an adequate supply of fire protection and first aid facilities is provided for the work to be performed on Site and in the Plant. The Parties may mutually make arrangements for the provision of such facilities.
- 17.2 The **Contractor and Tenant's** shall further ensure that all its employees are familiar with fire precautions on the Site and at the Plant, which include fire alarm signals and emergency exits, and that such precautions are adhered to.

## 18 HYGIENE AND CLEANLINESS

The **Contractor and Tenant's** shall ensure that the Site and where the work is being carried out and surrounding areas are at all times maintained to a reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying around unnecessarily and the **Site/Plant** shall be cleared of waste material regularly and on completion of the work that was done.

## 19 NO NUISANCE

- 19.1 The **Contractor and Tenant's** 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.
- 19.2 The **Contractor and Tenant's** shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicting on ArcelorMittal South Africa Ltd or another **Contractor and Tenant** or any other tenants. Where such situations are unavoidable, the **Contractor and Tenant's** shall give prior written notice to ArcelorMittal South Africa Ltd.

## 20 INTOXICATION NOT ALLOWED

No intoxicating substance of any form shall be allowed on the Site/Plant. 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.

## 21 PERSONAL PROTECTIVE EQUIPMENT

The **Contractor and Tenant's** shall ensure that all responsible persons are provided with adequate personal protective equipment (PPE) for the work they may performed and that it is in accordance with the requirements of the General Safety Regulations 2(2) of the OHS Act. The **Contractor and Tenant's** shall further ensure that its responsible persons and employees wear the (PPE) issued to them at all times.



## 22 GOODS, MACHINERY AND EQUIPMENT

- 22.1 The **Contractor and Tenant's** shall ensure that all the goods and equipment is/are at all times of sound order and fit for the purpose for which it/they is/are intended for and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 22.2 In accordance with the provisions of Section 10(4) of the OHS Act, the **Contractor and Tenant's** hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the Site/Plant, or manufactures, sells or supplies to or for ArcelorMittal South Africa Ltd, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

## 23 NO USAGE OF EMPLOYER'S EQUIPMENT

The **Contractor and Tenant's** 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 and Tenant's** shall ensure that only those persons authorized to make use of it, have access thereto.

## 24 TRANSPORT

- 24.1 The **Contractor and Tenant's** shall ensure that all road vehicles used on the Site and in the Plant 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 on the Site and in the Plant at all times.
- 24.2 In the event that any hazardous substances are to be transported on the Site and in the Plant, the **Contractor and Tenant's** shall ensure that the requirements of the Hazardous Chemical Substances Act, Act No 15 of 1973 are complied with at all times.

## 25 CLARIFICATION

In the event that the **Contractor and Tenant's** require clarification of any of the terms or provisions, it should contact ArcelorMittal South Africa Ltd.

## 26 DURATION OF AGREEMENT

This **Contractor and Tenant's** shall remain in force for the duration of the work to be performed and/or while any of the **Contractor and Tenant's** workmen are present on Site and in the Plant.

## 27 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.



Signed on behalf of ArcelorMittal South Africa Ltd at Vanderbijlpark on the \_\_\_\_\_ of \_\_\_\_\_ 20\_\_

**ARCELORMITTAL SOUTH AFRICA LIMITED**

A handwritten signature in black ink, appearing to read 'Yogashan Naidoo'.

\_\_\_\_\_  
Yogashan Naidoo  
Senior Manager Safety  
ArcelorMittal South Africa

2025.05.05

\_\_\_\_\_  
Date

**As witness**

**Witness 1:**

A handwritten signature in black ink, appearing to read 'Ian Keeve'.

\_\_\_\_\_  
Ian Keeve  
Principal Specialist,  
Shared Serv - Perf Steering Bus Partner  
ArcelorMittal South Africa

2025.05.05

\_\_\_\_\_  
Date

**Witness 2:**

A handwritten signature in black ink, appearing to read 'Janette Swanepoel'.

\_\_\_\_\_  
Janette Swanepoel  
FPS Champion, Contractor Management  
ArcelorMittal South Africa

2025.05.05

\_\_\_\_\_  
Date

**CONTRACTOR AND TENANT'S**

\_\_\_\_\_  
Name and Surname

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature

**As Witness**

**Witness 1:**

\_\_\_\_\_  
Name and Surname

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Witness 2:**

\_\_\_\_\_  
Name and Surname

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

*This Agreement is signed by the authorized signature and initiated by the witnesses. The Parties recorded that it is not required for this Agreement to be valid and enforceable that the authorized signature shall initial the page of this agreement.*