



23 - 26 February 2017

**OCCUPATIONAL HEALTH & SAFETY -
COMPULSORY FOR ALL EXHIBITORS**

FORM : 1

TO BE COMPLETED AND RETURNED TO THE ORGANISERS BY 27 JANUARY 2017

WITHOUT RECEIPT OF THIS FORM, HOMEMAKERS EXPO (PTY) LIMITED RESERVE THE RIGHT TO WITHHOLD ACCESS TO THE STAND.

HEALTH AND SAFETY EXHIBITORS AGREEMENT
(in terms of Section 37 (2) of the Occupational Health and Safety Act of 1993)

Written agreement between: **HOMEMAKERS Expo (Pty) Limited**
and

Company Name : Reg.No. (Exhibitor : Mandatory) as envisaged by Section 37 (2) of the Occupational Health and Safety Act 85 of 1993 (as recorded in the annexure A as printed on the next page)

I, (Responsible Person) representing (Exhibitor Details) do hereby acknowledge that I/the Mandatory am/is an employer in my/it's own right with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 as amended, and agree to ensure that all work will be performed, or machinery and plant used, in accordance with the said Act. I/We furthermore agree to comply with the requirements of the Principal as contained in the documents attached hereto or as notified to me/us from time to time in writing by the Principal, and to liaise with the Principal (or his Safety representative) should I/we, for whatsoever reason, be unable to perform in terms of this agreement.

I, in my capacity as the owner/member/director/manager of Hereby appoint as my representative and responsible person to supervise all work on the premises of (Venue) should there be any accidents/injury to any of my employees, our Workmen's Compensation Commission No. is

I/We hereby indemnify the Principal against any liability, loss or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries or the death of any person whosever (including claims by my/our employees and their dependents) or consequence on loss of or damage to any movable or immovable property arising out of or caused by or in connection with the execution by me/us of all or any work as envisaged in terms hereof.

Signed this Day of 20 at

Signed on behalf of (Principal/Employer)

Signed on behalf of (Mandatory)

(SEE TERMS & CONDITIONS OVERLEAF)

FULL NAME OF COMPANY : TEL : FAX :

CONTACT PERSON : (Please print) EXHIBITION STAND NO : DATE :



23 - 26 February 2017

OCCUPATIONAL HEALTH & SAFETY (Cont.)

FORM : 1A

TO REACH HOMEMAKERS NO LATER THAN 27 JANUARY 2017

**ANNEXURE A
TERMS AND CONDITIONS**

1. All requirements of Occupational Health and Safety Act 85 of 1993 and Regulations (as amended) shall be adhered to.
2. Any other statutory requirements pertaining to the area of exhibition shall also be adhered to.
3. Section 37 - Acts or omissions by employees or mandatories. Subsection 2 states that the employer shall be liable for any acts or omissions by any of his/their/it's employees and/or mandatories, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.
4. When an activity during builds-up and/or breakdown periods is of such a nature that it could cause injury to anyone or damage to the environments, all reasonable practicable preventative measures shall be implemented to ensure the health, safety and/or impact upon the environment.
5. No dumping of any hazardous chemical substances is permitted into any drains and/or waste bins. Same shall be disposed of in terms of the Hazardous Chemical Substance Regulations of the Occupational Health and Safety Act 85 of 1993.
6. Should any chemicals, gases and/or substances be required to be used during build-up, breakdown and/or show periods then all relevant material safety sheets are required on site (where required in terms of the Act).
7. All Certificates of Compliance will be provided in original format (copies unacceptable) to the Principal/Employer.
8. Be advised that this agreement places the onus on the mandatory of HOMEMAKERS Expo in the event of inability to perform as per this agreement. HOMEMAKERS Expo, however reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
9. All mandatories are to provide and ensure that correct use of personal protective equipment by their employees at their cost at all times.
10. All mandatories are to maintain and ensure that all electrical apparatus and Safety equipment is kept in a safe working condition at all times.
11. Please make yourself aware of all the safety instructions and information pertaining to safety in the Exhibitor's Manual specifically the Exhibitor and Contractors Safety Guidelines for the Exhibitions and Events Industry and follow these recommendations in order to mitigate your risks at the Expo.