

MANDATARY AGREEMENT

**MANDATARY AGREEMENT
IN RESPECT OF MULTIPLE PROPERTIES**

in accordance with the provisions of Section 37(1) and (2)
of the Occupational Health and Safety Act 85 of 1993

AS ENTERED INTO BY AND BETWEEN

GROWTHPOINT MANAGEMENT SERVICES
(hereinafter referred to as “the Employer”)

(The “Employer” for the purposes of this contract shall be defined as the Client in terms of
the Construction Regulations 2014)

AND

VISION ELEVATORS (PTY) LTD

(hereinafter referred to as “the Mandatary”)

(The Mandatary for the purposes of this contract shall be defined as “The
Contractor/Service Provider” in terms of the Construction Regulations 2014)

THE PROVISION OF ALL SERVICES AT ANY OF THE BUILDING(S) HAS BEEN CONTRACTUALLY
AGREED BETWEEN THE LANDLORD AND THE MANDATARY

(Specify contract scope and duration)

For Lifts and Escalator Sevcing, Maintenance and Repairs until June 2031

Contractor’s Compensation Fund Number: 990000415803

(The compensation fund number can be found on the Letter of Good Standing (COIDA))



1. Definitions

For purposes of this Agreement, the terms below shall bear the meanings assigned to them as follows:

- 1.1. "Contractor/Service Provider" means the Contractor/Service Provider as defined in the Construction Regulations;
- 1.2. "Construction Regulations" means the Construction Regulations of 2014 as promulgated under Section 43 of the OHS Act;
- 1.3. "Landlord" shall mean the landlords, either singular or plural as the circumstances may dictate;
- 1.4. "Mandatory" means the Mandatory as defined in the OHS Act;
- 1.5. "OHS Act" shall mean the Occupational Health and Safety Act, No 85 of 1993 (including Regulations thereto).

2. Appointment

- 2.1. The Mandatory hereby agrees that it is hereby appointed as a Mandatory in terms of Section 37(2) of the OHS Act and the Contractor/Service Provider in terms of the Construction Regulations of 2014.

3. Warrant of compliance

- 3.1. In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2. The Mandatory acknowledges that this agreement 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 Mandatory and his employers are to perform on the premises shall be the obligation of the Mandatory.
- 3.3. The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 3.4. The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the premises.
- 3.5. With respect to the application of the Construction Regulations, the Mandatory acknowledges that it is a Contractor/Service Provider, as defined in the Construction Regulations, and undertakes to comply with all obligations as are applicable to a Contractor/Service Provider. In terms of the Construction Regulations, the Mandatory shall accordingly ensure that the requirements and obligations imposed on the Contractor/Service Provider, as defined therein, are complied with, including



ensuring that any sub-contractors/service provider which it may appoint comply with the aforesaid regulations.

4. Mandatary and employer

4.1. The Mandatary shall be deemed to be an employer (as defined in the OHS Act) and the Contractor /Service Provider (as defined in the Construction Regulations) in his own right on the premises.

4.2. In terms of Section 16(1) of the OHS Act, the Mandatary shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his nominated Chief Executive Officer.

5. Appointments and training

5.1. The Mandatary shall appoint responsible persons as per Section 16(2) of the OHS Act. Any such appointed person 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 appointment made by the Mandatary shall upon request be provided to the Employer.

5.2. The Mandatary shall further ensure that all his 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 premises. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

5.3. Notwithstanding the provisions of the above, the Mandatary shall ensure that he, his appointed responsible persons, designers and sub-contractors and any employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. Supervision, discipline and reporting

6.1. The Mandatary shall ensure that all work performed on the premises 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 against any of his employees regarding non-compliance by such employee with any health and safety matters.

6.2. The Mandatary shall further ensure that his employees report to him all unsafe or unhealthy work situations as soon as reasonably possible after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative within a reasonable time. The Mandatary is obliged to make such reports only in respect of his own work.

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7. Access to the OHS Act

7.1. The Mandatary shall ensure that he has an updated copy of the OHS Act and its Regulations at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatary and his appointed responsible persons and employees to have access to the updated copy/copies of the Act.

8. Co-operation

8.1. The Mandatary and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such enquiry.

8.2. Without derogating from the generality of the above, the Mandatary and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

9. Compensation registration

9.1. The Mandatary shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover shall remain in force while any such employee is present on the premises.

10. Medical examinations

10.1. The Mandatary shall ensure that all his employees undergo routine medical examinations as and where necessary, as prescribed by the OHS Act, to determine whether they are medically fit for the purposes of the work they are to perform. An occupational health practitioner as contemplated in the OHS Act must conduct these medical examinations.

10.2. A Contractor/Service Provider must ensure that ALL his employees have a valid medical certificate of fitness specific to the construction/service work to be performed and issued by an occupational health practitioner.

11. Incident reporting and investigation

11.1. All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and to the Employer. The Employer shall further be provided with copies of written documentation relating to any incident.

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11.2. The Employer retains an interest in the reporting of any incident 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.

12. Sub-contractors

12.1. The Mandatary shall notify the Employer of any sub-contractor/service provider he may wish to perform work on the premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the sub-contractor/service provider prior to the sub-contractor commencing with the work.

12.2. The Mandatary shall ensure that work performed by the sub-contractor is done under strict supervision and discipline.

12.3. The Mandatary shall inform the Employer of any health and safety hazard and/or issue that the sub-contractor/service provider may have brought to his attention.

12.4. The Mandatary shall inform the Employer of any difficulty encountered regarding compliance by the sub-contractor/service provider with any health and safety instruction, procedure and/or legal provision applicable to the work the sub-contractor/service provider performs on the premises.

13. Security and access

13.1. The Mandatary and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatary shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.

13.2. The Mandatary shall ensure that all materials, machinery or equipment brought by himself onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

14. Fire precautions and facilities

14.1. The Mandatary shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the premises, save that the parties may mutually make arrangements for the provision of such facilities.

15. Hygiene and cleanliness

15.1. The Mandatary shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness. In this



regard no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

16. No usage of the employer's equipment

16.1. The Mandatary hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless permission has been obtained, in which case the Mandatary shall ensure that only those persons authorised to make use of same, have access thereto.

17. Transport

17.1. The Mandatary shall ensure that all road vehicles used on the premises 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 premises at all times.

17.2. In the event that hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Chemical Substances Act 15 of 1973 are complied with at all times.

18. Operation of agreement

18.1. This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the workmen are present on the premises.

19. Headings

19.1. The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning or the contents of the paragraphs contained in this agreement.

20. No nuisance

20.1. The Mandatary shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

20.2. The Mandatary shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatary or any tenants. Where such situations are unavoidable, the Mandatary shall give prior notice to the Employer.

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21. Intoxication not allowed

21.1. No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medications shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

22. Personal protective equipment

22.1. The Mandatary shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and which must be in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act.

22.2. The Mandatary shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

23. Plant, machinery and equipment

23.1. The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the premises are at all times of sound order and fit for the purpose for which they are intended, and that they comply with the requirements of Section 10 of the OHS Act.

23.2. In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises or in and around the building/property, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

Designated signatory:

Full Name: Garreth Burn

Position: Managing Director

Date: 01/06/2026

Signature: _____

For and behalf of the Mandatary (duly authorised)

Full Name: Priscilla Hendricks

Position: Key Accounts Manager

Date: 01/06/2026

Signature: *P. Hendricks*

For and behalf of the Employer (duly authorised)

Full Name: Sean Meyer

Position: National Facilities Manager

Date: 19 November 2024

Signature: 
For and behalf of the Employer (duly authorized)

Full Name: Andrew Vorster

Position: National Facilities Manager

Date: 19 November 2024

Signature: 
For and behalf of the Employer (duly authorized)

Full Name: Christiaan Meyer

Position: National Facilities Manager

Date: 20 November 2024

Signature: 
For and behalf of the Employer (duly authorized)