



## GENERAL INDEMNITY

### **AGREEMENT / INDEMNITY FORM**

By and Between

**ICC DURBAN (PTY) LIMITED /  
DURBAN EXHIBITION CENTRE**

Registration No. 1992/005887/07

(THE DURBAN)

AND

\_\_\_\_\_  
(THE CONTRACTOR)

Represented by: \_\_\_\_\_

Registration / ID Number: \_\_\_\_\_

Notices & Address of Service: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

#### **PREAMBLE**

*From time to time Contractors (including their employees, agents and sub-Contractors) carry out work on the premises managed by Durban ICC. Contractors are therefore required to sign this Agreement /Undertaking to comply with various Acts, Regulations, Standards and the Durban ICC's safety requirements and to allow the Centre to invoke remedies and indemnification should they fail to do so.*

The Contractor must comply with all relevant legislation and local authority by-laws including but not limited to the following legislation:

- Occupational Health & Safety Act No 85 of 1993, as amended;
- Compensation for Occupational Injuries & Diseases Act, No 130 of 1993, as amended;
- Labour Relations Act & Regulations Act No 3 of 1983, as amended;
- Any legislation pertaining to the transportation, loading or unloading of, and other activities associated with hazardous chemical substances;
- Any legislation governing ISO 14001 pollution.

I, \_\_\_\_\_ (the duly authorised representative of the Contractor), do hereby acknowledge that the Contractor is an employer in its own right with duties and responsibilities as prescribed in the various Acts, as amended, and agree to ensure that all work will be performed, or plant and machinery used, are in accordance with the provisions of the said Acts and Regulations and by-laws, and accept accountability for my employees, agents and sub-Contractors should their actions contravene the said Acts, Regulations and Standards.

I agree to comply with the rules and requirements of the Durban ICC in pursuance of ensuring the safety and health of all persons on Durban ICC's premises, and will inform the Employer immediately should any hazardous situation arise while on the premises and/or my company be unable to perform in terms of this agreement.

I further agree:

- a) that I will have no claim for damages against Durban ICC arising from or regarding any personal injury or any injury to an employee, any damage caused to any person, company or employee, property, including loss of property, whilst on the premises managed by Durban ICC.
- b) to indemnify and hold the Durban ICC harmless in respect of all actions, claims, losses and damages (including but not limited to legal costs on the attorney and own client scale), claims or other liabilities arising out of or in connection with any act or admission by the contractor, its officers, employees, agents or sub-contractors which is in any way connected with the services provided.



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- c) to waive all rights to recover from the Durban ICC any loss, damages, costs (including but not limited to legal costs on the attorney and own client scale), claims or other liabilities which I may suffer or incur because of the injury or death of any of the contractor's employees, agents or independent contractors however caused or inflicted.
- d) and will keep with me the Contractor Safety Regulations & Requirements (SOP-14) and agree to abide by them at all times whilst on site and shall ensure that all my employees and agents comply with this obligation as well.
- e) that I will always have appropriate Public Liability insurance in place which however shall not be for a sum not less than R10 million, which insurance must be valid at all times for the duration of the contract while I am on site, and I furthermore undertake on request by Durban ICC, to provide a copy of such insurance policy.
- f) to be responsible for the acts and omissions of any sub-contractors I may appoint, including compliance by the sub-contractor with this agreement, as if they were acts or omissions of the contractor.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

**Contractor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Who hereby warrants that s(he) is duly authorised to sign the agreement on its behalf.

**Durban ICC:** \_\_\_\_\_ **Date:** \_\_\_\_\_