

UNIVERSITY OF CAPE TOWN	
ANNEXURE TO UCT LEASE	Reference Number UCT-GUI-005
AGREEMENTS	Implementation Date March 2025
OHSE REQUIREMENTS	Rev / Amendment No 01
	Rev / Amendment Date March 2025



OHSE REQUIREMENTS FOR UCT LEASE AGREEMENTS

SUMMARY: THESE REQUIREMENTS ARE ALIGNED WITH THE UCT OHSE POLICY STATEMENT. IT IS EFFECTIVE FROM IMPLEMENTATION DATE AND MUST BE ADOPTED ACROSS UCT, AS DEFINED WITHIN THE SCOPE OF THE UCT OHSE POLICIES.

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APPROVAL PAGE

	NAME & TITLE	DATE	SIGNATURE
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AMENDMENT HISTORY

Doc Issue	Date	Amendments	Doc changes proposal No.	Configuration
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1. INTRODUCTION

This Annexure forms an integral part of the Lease Agreement entered into between the University of Cape Town (“UCT”) and the Lessor. Its purpose is to ensure that all leased premises and associated activities comply with applicable Occupational Health, Safety, and Environmental (OHSE) legislation, standards, and UCT’s internal policies and procedures.

UCT is committed to maintaining a safe, healthy, and environmentally responsible ethos in all its activities. Accordingly, this Annexure outlines the responsibilities and obligations of the Lessor and Lessee in relation to OHSE compliance, including but not limited to hazard identification, risk mitigation, incident reporting, and environmental stewardship.

By signing the Lease Agreement, the Lessor acknowledges and agrees to adhere to the OHSE requirements set out herein and to cooperate fully with UCT in promoting a culture of safety and sustainability across all leased premises.

1.1 PURPOSE

The purpose of this Annexure is to formally incorporate Occupational Health, Safety, and Environmental (OHSE) requirements into all lease agreements between the University of Cape Town (UCT) and the Lessor. It establishes the mutual commitment of both parties to uphold legal and institutional standards for health, safety, and environmental protection across all leased premises. This document outlines the responsibilities, expectations, and compliance obligations necessary to ensure a safe, healthy, and environmentally responsible environment for all occupants, contractors, and visitors.

1.2 APPLICABILITY

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This guideline applies to all lease agreements entered into between the University of Cape Town (UCT) and any external party (the Lessor) for the use or occupation of property, buildings, or facilities, whether for academic, administrative, residential, commercial, or operational purposes. It is applicable to both new lease agreements and the renewal or extension of existing agreements.

The provisions contained herein are binding on all Lessors, their agents, contractors, and any third parties operating on or within the leased premises. This Annexure ensures that all parties uphold UCT's commitment to maintaining safe, healthy, and environmentally responsible spaces (e.g office, learning, residential, retail etc) in accordance with applicable legislation and institutional policies.

This guideline is in place to ensure that all the requirements are aligned with the legal requirements and management systems, namely Occupational Health and Safety and Environmental management systems.

Central OHSE has a mandate to roll-out the OHSE governance framework across UCT and ensuring that there are effective review, control, and monitoring mechanisms in place. It is therefore a requirement that all UCT Faculties and Departments conforms to the framework that Central OHSE has provided.

2. DOCUMENTS

2.1 APPLICABLE DOCUMENTS

Act 85 of 1993 : Occupational Health and Safety
 Act No. 107 of 1998) : National Environmental Management
 The Application of the National Building Regulations: SANS 10400

2.2 REFERENCE DOCUMENTS (UCT DOCUMENTS)

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UCT-POL-001 : UCT OHSE Policy Statement

3. DEFINITIONS / ABBREVIATIONS

3.1 DEFINITIONS / TERMINOLOGY / WORD DESCRIPTIONS

3.1.1 *Landlord*

A landlord is an individual or entity (such as a company or organization) that owns real estate such as houses, apartments, commercial buildings, or land and leases or rents it to tenants in exchange for payment (rent). The landlord is responsible for maintaining the property in habitable condition, complying with local housing laws, and managing tenant relations, unless otherwise specified in a lease agreement.

3.1.2 *Tenant*

A tenant is an individual or entity (such as a business or organization) that rents or leases property such as a house, apartment, office, or land from a landlord in exchange for regular payments (rent). Tenants gain the right to occupy and use the property under the terms of a lease or rental agreement but do not own the property

3.1.3 *Hazard Identification & Risk Assessment*

Hazard Identification and Risk Assessment are key components of workplace safety, environmental management, and occupational health practices. They help organizations recognize potential dangers and evaluate the risks associated with them to implement effective control measures

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3.1.4 *Emergency Preparedness*

Emergency Preparedness refers to the proactive planning, training, and resource allocation undertaken by individuals, organizations, and governments to effectively respond to and recover from emergencies, disasters, or crises. The goal is to minimize harm to people, property, and the environment while ensuring a swift and organized response.

3.1.5 *Insurance*

Insurance is a financial arrangement (contract) between an individual or entity (the policyholder) and an insurance company (insurer), where the insurer agrees to provide monetary compensation for specified losses, damages, illnesses, or deaths in exchange for regular payments (premiums).

3.1.6 *Hazardous Material*

A hazardous material (hazmat) is any substance or material that poses a risk to health, safety, property, or the environment due to its chemical, physical, or biological properties. These materials require special handling, storage, transportation, and disposal to prevent accidents, injuries, or environmental damage.

3.1.7 *Termination for Non-compliance*

Termination for non-compliance refers to the ending of a contract, employment, lease, or agreement due to one party's failure to meet specified obligations, rules, or legal/regulatory requirements. This action is typically taken as a last resort after warnings or corrective measures have failed.

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3.1.8 Business Continuity

Business Continuity (BC) refers to an organization's ability to maintain or quickly resume critical functions during and after a disruption, ensuring minimal impact on operations, customers, and stakeholders. It involves proactive planning, risk management, and recovery strategies to handle emergencies such as natural disasters, cyberattacks, or supply chain failures.

3.2 ABBREVIATIONS / ACRONYMS

OHS	:	Occupational Health and Safety
OHSE	:	Occupational, Health, Safety, and Environment
UCT	:	University of Cape Town

4. ROLES AND RESPONSIBILITIES

4.1 MAINTENANCE OF SAFE WORKSPACE

- **Landlord**
 - Ensure structural safety (e.g., fire exits, electrical systems, ventilation).
 - Maintain common areas (e.g., stairwells, lobbies) and emergency systems (e.g., fire alarms, sprinklers).
- **Tenant**
 - Maintain a safe workspace, including equipment, machinery, and work practices.
 - Train employees on OHS procedures relevant to their operations.

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4.2 HAZARD IDENTIFICATION & RISK MANAGEMENT

- **Landlord**
 - Must disclose known hazards in the premises prior to occupancy as per an OHSE inspection by a competent person.
- **Tenant**
 - Must conduct regular risk assessments, address hazards promptly, and report structural/landlord-related hazards timeously.

4.3 EMERGENCY PREPAREDNESS

- **Landlord**
 - Provides building-wide emergency plans (evacuation routes, assembly points).
- **Tenant**
 - Must ensure all staff are trained on emergency preparedness e.g regular drills, ensure unobstructed access to emergency equipment/exports, and update site-specific procedures if needed.

4.4 MAINTENANCE & INSPECTIONS

- **Landlord**
 - Schedule and document safety inspections of building systems (fire suppression, elevators).
- **Tenant**
 - Maintain equipment as per classification of occupation, workspaces, and

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permit landlord inspections with reasonable notice (or immediately in emergencies).

4.5 DOCUMENTATION

- **Landlord**
 - To provide safety information about the building (e.g., evacuation plans, utility shutoffs).
- **Tenant**
 - Must train staff on OHS protocols, safe equipment uses, and emergency procedures.

4.6 INCIDENT REPORTING

- Tenant must notify landlord of OHS incidents (e.g., injuries, near-misses) related to the premises within 24 hours.
- Both parties retain records of incidents and corrective actions.

4.7 INSURANCE

- Tenant must hold liability insurance covering workplace injuries/damages. (e.g Compensation of Occupational Injuries and Diseases)
- Tenant to ensure that they hold personal insurance for their content (e.g. jewellery, house content, etc.)
- Landlord to maintain property insurance; both parties (Tenant and Landlord) to provide certificates upon request.

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4.8 ALTERATIONS & MODIFICATIONS

- Tenant requires written landlord approval for modifications, ensuring compliance with safety codes (e.g., electrical, plumbing).
- Tenant is prohibited from tampering with safety systems (e.g., fire alarms).

4.9 HAZARDOUS MATERIAL

- Landlord to disclose prior contamination or hazardous materials on-site.
- Tenant must handle, store, and dispose of hazardous substances lawfully. Notify landlord of significant hazardous material use.

4.10 ACCESS & COOPERATION (LEASE MANAGED BY UCT)

- UCT representatives may access premises for safety inspections with notice (except emergencies).
- Tenant and Landlord must cooperate with safety investigations and corrective actions.

5. TERMINATION OF NON-COMPLIANCE

- Persistent OHS violations by either party may result in lease termination after written notice and failure to remediate.

6. DESPITE RESOLUTIONS

- OHS disputes to be resolved through mediation/arbitration before legal action.

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7. BUSINESS CONTINUITY

- The landlord is to maintain a plan for disasters and emergencies (e.g. fire drills warning signs, etc.)

NB: Where Properties and Services (includes Commercial Development) or Department of Student Affairs is facilitating a lease agreement between the landlord and a UCT faculty/dept/unit, the respective UCT faculty/dept/unit will be liable to uphold the conditions listed in this appendix.