GENERAL LIABILITY AND RISK ON COMPANY PREMISES POLICY FOR CONTRACTORS AND VISITORS

[Organization Name] recognizes that while it is impossible to eliminate all risks from an organization's operations, it is vital to ensure the safety and well-being of all stakeholders by having a process in place to mitigate risk as much as possible. This policy focuses on the safety of [Organization Name]’s premises. [Organization Name] will reach out to the appropriate third parties (e.g., legal firms, occupational health and safety experts), when necessary to ensure that it controls risk on its premises.

SCOPE

This policy cannot cover every potential risk area on its premises. It does aim to cover liability and risk specific to visitors and contractors while on [Organization Name]’s premises. The term visitor may apply to personal visitors (friends and family), vendors, stakeholders, and the general public.

POLICY

All contractors and visitors to [Organization Name]’s premises are expected to conduct themselves in a safe manner at all times. Additionally, it is a requirement that all contractors performing work on our property, do so in accordance with all safety rules and regulations. [Organization Name] bears no responsibility for risks incurred by visitors or contractors who are not following safety procedures and [Organization Name] policies.

Visitor Responsibilities

Visitors are required to:

* Notify the front desk that they are on the premises, including signing out when leaving the premises;
* Receive a pass from [Organization Name] so that they are identifiable;
* Comply with all [Organization Name] health and safety policies;
* Comply with [Organization Name] policies concerning confidentiality and privacy of information and refrain from entering any rooms that they are not provided access to;
* Not make any inflammatory or divisive statements on [Organization Name] property concerning any human rights protected grounds, any current views on politics, etc.;
* Only arrive during [Organization Name] working hours (after hours visits are not permitted); and
* Never enter an area where personal protective equipment is required and they do not have the appropriate equipment - [Organization Name] is not responsible for equipping visitors with the appropriate personal protective equipment.

Visitors who do not comply with these safety rules will be escorted from the premises and will not be permitted to return.

[Organization Name] bears no responsibility for any injuries incurred by visitors who are not complying with [Organization Name]’s safety guidelines.

Contractor Responsibilities

The rules listed below are for your protection and guidance and are to be a condition of your contracted services with [Organization Name]. Misconduct or disobeying the following rules or responsibilities may lead to removal from Company property and / or suspension or termination of the contract. The following responsibilities have been prepared for performing work. [Organization Name] expects that as a Contractor performing work for our Company, all work and conduct will be performed in a safe and healthy manner.

This document is designed to provide contractors with our minimum requirements for health and safety performance. They are by no means all inclusive of the requirements specified by the applicable Occupational Health and Safety legislation and pertinent regulations.

The contractor is also required to ensure that their workers are made aware of and abide by the requirements detailed in [Organization Name]’s Health & Safety Policies and Procedures, Safe Work Practices, and Emergency Response Procedures.

Contractors must ensure the following:

* Workers have the appropriate training to perform their work safely (maintain documentation);
* Workers are equipped with the proper personal protective equipment to conduct the work and use it as required and understand the use and limitations of it;
* Workers know how to report unsafe conditions, injuries and accidents;
* Workers become familiar with the site emergency response plan as well as know the location of emergency systems (i.e. phones, first-aid kits, emergency numbers, safety stations etc.);
* A safe and clean work area is maintained at all times;
* All equipment, tools, and machinery are maintained in a safe working order and have records of pre-use inspection and / or maintenance available for review;
* Contractors are permitted to enter only those areas where their work is being performed;
* Every effort will be made to avoid risk to employees or impact on work activities;
* Accidents that occur on [Organization Name] property that involve Ministry of Labour reporting responsibilities will be reported. Contractors are expected to fully cooperate with any report and subsequent investigation; and,
* **Violence in the Workplace**: Contractors will ensure compliance with the requirements of the Occupational Health and Safety legislation.

**General Conduct**

* Anyone under the influence of illegal drugs or alcohol or having the same in their possession will be immediately terminated from site;
* Anyone using prescribed medication, that could affect the safety of their work, are not allowed to perform their duties;
* Horseplay of any kind will not be tolerated;
* Defacing of company property will not be tolerated; and,
* Unauthorized removal of [Organization Name] property is cause for immediate termination.

Non-Compliance

1. The contractor shall hold harmless [Organization Name] for any failure by the contractor to comply with the requirements of these guidelines or their statutory responsibilities.
2. The following penalties may be levied without recourse, at the discretion of [Organization Name], against the Contractor for non-compliance:
	* 1. Suspension or termination of the contract where the Contractor refuses and / or fails to fulfill their duties and responsibilities; and
		2. Immediate ejection from the site of any offending person(s).
3. The Contractor shall be responsible for and shall fully indemnify [Organization Name] for:
	1. Any and all costs incurred due to charges, fines and convictions resulting from the contractor’s failure to comply with these procedures or their statutory responsibilities;
	2. Any and all costs incurred to defend any action resulting from the contractor’s failure to comply with these guidelines or their statutory responsibilities; and
	3. The contractor’s failure to comply with these guidelines or their statutory responsibilities resulting from their failure to comply with these guidelines or their statutory responsibilities.
4. Where the responsibilities of the contractor are not carried out in a timely manner, for any reason, others will perform the work and costs shall be back charged to the initial contractor.