



CUTLER MANAGEMENT BOARD

Reg No. 2008/019735/08 | Vat No. 4460136684

RULES AND INDEMNITY

A. GENERAL INFORMATION

1. The Cutler Complex ("the Complex") is a National Key Point in terms of the National Key Point Act (Act 102 of 1980) as amended and is administered by the Cutler Management Board ("CMB"), representative of the tenants within the Complex. This means that CMB is empowered to take necessary measures for the efficient security of the Complex. The tenants have accepted any benefits of this agreement in their favour.
2. The Complex is a major bulk storage and handling facility for chemical and petroleum products in both liquid and gas form. You are entering a **high fire risk area**, please behave accordingly.
3. If you are a law-abiding citizen, the rules of which you should take note relate to speed limits (Para C7.1), vehicle use (Para C7.6) and use of smoking and cellphones (para-D.8.3 and D.8.4 respectively). Also please take note of Section B. For those persons who are unsure, we detail below how you are expected to behave.
4. If you are a truck driver, pay further particular attention to Section C.
5. References in the first person (such as "I" or "me") include access permit holders and their employers, should the permit holder be entering the premises within the scope of his /her employment.

B. AGREEMENT AND INDEMNITY

6. By signature of this document or accepting an access permit:
 - 6.1 I agree to be bound by the terms hereof and the Rules set out in sections C., D, E. F and G. and, if I break these Rules, CMB in its sole discretion may suspend my access permit, permanently deny me access to the Complex or take any other action it may deem appropriate.
 - 6.2 I accept that I shall bear the risk of entry to the Complex. I hereby indemnify and hold harmless all persons (including CMB, the tenants of the Complex and the agents, contractors, and employees of the aforesaid) from any loss, damage or injury sustained from any cause whatsoever including intentional, negligent (grossly or otherwise) acts or omissions of CMB, its tenants or its agents.
 - 6.3 I agree to be bound by the NKP Act 102 of 1980 with particular attention to Sections 3, 8 & 10 of the NKP Act 102 of 1980.

C. ROAD AND ASSOCIATED RULES

7. **I shall:**
 - 7.1 abide by the speed limit of **30km/h**; (excess of 50 km/h my access permit will be suspended for one (1) year).
 - 7.2 periodic speed timing does occur – transgressors are cited.
 - 7.3 only park in **designated areas** and not cause an obstruction in the road.
 - 7.4 not drive under the influence of alcohol/drugs.
 - 7.5 submit me to an alcohol breathalyzer or drug test if requested to do so.
 - 7.6 not intentionally/negligently cause any damage to any property or person. Any damage caused shall be for my own account (and if I am acting within the scope of my employment, also for that of my employers).
 - 7.7 abide by all general Road Traffic Rules found in the National Road Traffic Act (Act 93 of 1996) and Regulations thereto or otherwise.
 - 7.8 vehicles to be reversed into berthing area, engine NOT permitted to cross sliding gate rail.
 - 7.9 **Not overtake** unless indicated to by a CMB authorized official.
 - 7.10 **Not utilize** any security / emergency road/s unless indicated to or by express authorization obtained from a CMB authorized official.

NB: A CITATION WILL LEAD TO MY ACCESS PERMIT BEING SUSPENDED FOR A DETERMINED PERIOD OF TIME, DEPENDANT ON THE SEVERITY OF THE TRANSGRESSION.

D. GENERAL BEHAVIOR AND INCIDENTAL MATTERS

8. **I shall / There shall be:**
 - 8.1 only use designated toilets.
 - 8.2 co-operate with CMB authorized officials or agents (especially security personnel), abide by lawful instructions, and not breach any security rules, or interfere with safety and security equipment.
 - 8.3 smoking in designated areas ONLY (not smoke on berths or other restricted areas).
 - 8.4 ensure my cellphone, smart watch, or any electronic equipment (unless I have obtained prior permission) is switched off when I am on berths or other restricted areas.
 - 8.5 tell the full truth when requested for information by CMB officials and in my application for an access permit.
 - 8.6 not use or demonstrate aggressive/ threatening language or behavior.
 - 8.7 comply with all the civil and criminal laws of the Republic of South Africa.
 - 8.8 comply with all PPE requirements as per the OHS Act 85 of 1993 and Regulations thereto or otherwise.
 - 8.9 not take any photographs without the express written permission from the CMB.
 - 8.10 no gatherings / demonstrations / picketing / strikes within and around the Security Limits of the Cutler National Key Point Complex.

E. RULES RELATING TO TRANSPORTING CARGO

9. **I shall:**
 - 9.1 not leave a truck, trailer unattended.
 - 9.2 not leave a vehicle unattended.
 - 9.3 no repairs on trucks, trailer, vehicle permitted within the Cutler Complex.
 - 9.4 ensure the vehicle is subject to regular inspections and in proper condition for the transport of its cargo.
 - 9.5 take all necessary measures to secure the cargo and ensure there is no spillage. The cost of cleaning spillage which shall be performed to the satisfaction of CMB (or the relevant tenant) shall be born my me and / or my employer.
 - 9.6 comply with all Health and Safety requirements for the transportation of hazardous and flammable goods (with which I declare myself familiar) including having sufficient personal safety and fire protection equipment. All SABS standards apply.

Failure to comply with Par 9.1 – 9.3 will lead to my access permit being suspended and a fine of R1000-00 per day is applicable or truck, trailer or vehicle will be towed away at the cost of the Transporting Company (owner).

F. TRANSPORTERS

10. **/my business shall:**
 - 10.1 explain these rules to my employees and ensure that the rules are complied with.
 - 10.2 be bound jointly and severally with my employees and agents in respect of all terms and conditions hereof.
 - 10.3 be liable to pay CMB (or the relevant tenant within the Complex) within 10 days of demand for any damage caused intentionally or negligently by my employees or agents, or by contravention of any of these rules by the aforementioned. If I deny my business's liability to make payment, CMB may suspend my access permit, the Company or those of my employees, pending the outcome of a court case to determine liability.
 - 10.4 ensure my business has adequate public liability and other relevant insurance to cover all eventualities.

G. RULES FOR ACCESS PERMIT OWNERSHIP

11. **I shall:**
 - 11.1 be solely responsible for the safe always keeping and proper use of my personalized Cutler Access Permit.
 - 11.2 NOT permit the use thereof by any other person.
 - 11.3 only use my Cutler Access Permit to gain entry to the Cutler Complex whilst on official business.
 - 11.4 in the event of losing my Cutler Access Card I will immediately notify the Cutler Permit Office failing which could lead to my suspension from the Complex.
 - 11.5 In the event of any changes on the old permit it must be cancelled, and a new application processed at a cost. Included is, faded, damaged and information changes to access permits. be granted an access permit if I have a valid work permit / visa or border entry stamp in my passport.
 - 11.6 All persons entering the Cutler Complex are required to be in possession of a valid identity document/passport prior to being issued with a Cutler Permit.
 - 11.8 All foreigners to be in possession of a valid work permit, border stamp and all legal documentation.
 - 11.9 All persons entering the Cutler Complex must be in possession of a valid personalized Cutler Access Permit.
 - 11.10 No Access permits to be collected by any other employees except the owner of the permit.
 - 11.11 Do not swipe for any other person beside yourself.
 - 11.12 No tailgating through Access Booms, Turnstiles and Access Control points.

Failure to comply with Cutler Rules: TRANSGRESSION OF ANY RULES, REGULATIONS AND ACTS OR PROTOCOLS WILL LEAD TO MY ACCESS PERMIT BEING SUSPENDED FOR A DETERMINED PERIOD OF TIME, DEPENDANT ON THE SEVERITY OF THE TRANSGRESSION.

NB: In the event that you are involved in or under suspicion of being involved in a crime, the CMB reserves the right to withdraw your Cutler Access Permit until such time as the criminal case is concluded or investigation completed.

I have read each clause in this agreement and by signature below confirm that my company (Employer) and I are bound by all the clauses in this document.

For signature by Access Permit Holder representing the following company (Employer):

Name: _____

Surname: _____

Identity Number _____

Company: _____

Signature _____ **Date:** _____