

**STANDARD TERMS AND CONDITIONS FOR ALL VISITORS (AS DEFINED) TO TRANSNET PORT TERMINALS' RO-RO, BREAK-BULK AND AGRICULTURAL, BULK AND RO-RO AUTOMOTIVE TERMINALS. TRANSNET PORT TERMINALS IS AN OPERATING DIVISION OF TRANSNET SOC LTD (REGISTRATION NUMBER: 1990/000900/30).**

**1. STANDARD TERMS AND CONDITIONS**

The terms and conditions contained in this document shall apply without exception to all Visitors as defined in clause 2 below within Ro-Ro, Break-Bulk, Agricultural, Bulk, Ro-Ro Automotive and Inland Terminals.

**2. DEFINITIONS AND INTERPRETATION**

- 2.1. Unless indicated otherwise by the context, words signifying one gender include the other genders, words signifying the singular include the plural, and words signifying natural persons include artificial persons, and vice versa in each instance.
- 2.2. Headings of clauses are inserted for the purpose of convenience only and are not relevant for the purpose of interpretation and where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.3. If any definition in clause 2.4 is a provision conferring rights upon the Terminal Operator and imposing obligations upon the Customer (as defined) or Visitor (as defined), then notwithstanding that it appears only in clause 2.4, effect shall be given to it as if it were a substantive provision of these standard terms and conditions.
- 2.4. The following words and phrases shall have the meaning set out opposite them below:

"AMV"	any authorised motor vehicle which is a motor vehicle, trailer or truck tractor, as defined in the National Road Traffic Act (No. 93 of 1996) and which is designed and used for the transportation of equipment and/or goods other than Containers or Cargo;
"Cargo"	all non-containerised goods handled by the Terminal;
"Check office"	the control office at the Terminal;
"Close Proximity"	the position of any equipment used to handle containers or cargo, when it is approaching, moving over, loading, off-loading or moving off or away from the RHV, irrespective of whether the equipment is stationary or in motion;
"Containers"	any container, reefer container, controlled atmosphere container, integral reefer container, transportable tank or flat rack container that conforms to the International Standards Organisation (ISO) standard container type designations and shall include a skiptainer;
"CRHV"	in relation to clause 4 means, any container road haulage vehicle, which is a motor vehicle, trailer or truck tractor as defined in the National Road Traffic Act (No. 93 of 1996) and which is designed and used for the transportation of containers;
"CTO"	either the container terminal order which is the hard copy document required for the removal of any container from the Terminal, or for the delivery of any container to the Terminal for export or the release EDI message required for the removal of any container from the Terminal, or pre-announcement EDI message required for the delivery of any container to the Terminal for export. With the exception of OOG and IMDG containers, the CTO is not required for export containers;

"Customer"	any person or entity to whom the Terminal Operator renders a service at one or more of the terminals operated by the Terminal Operator and every reference to Customer herein is deemed, the context permitting, to include any Visitor whose visit to the Terminal is in any way connected with or arises from the business of the Customer who is in possession of a valid entry permit;
"Delivery"	the delivery of a Container or Cargo by the Terminal into the care and custody of the Customer, its representative or its Visitor, which is deemed to occur when the Cargo or Container has been loaded onto a RHV;
"Entry Permit"	the process followed or document which is issued by the Terminal Operator or its designated agent, to the Visitor at the request of the Terminal;
"Equipment"	all machinery, plant, tools, cradles, mobile and stationary lifting gear that are used by stevedores, the Terminal, Terminal sub-contractors, the vessels and the contractors of the vessels;
"Identification Card"	the document referred to in 4.3 below which must be displayed on the person of each Visitor;
"IMDG"	means, the International Maritime Dangerous Goods (IMDG) Code which is a uniform international code for the transport of dangerous goods by sea and/or the SANS (South African National Standard) 10228;
"ISPS Code"	the International Ship and Port Facility Security Code, as mentioned in Chapter XI – 2 of the Amended SOLAS Convention 5/34, and as incorporated in the Merchant Shipping Act, (No. 57 of 1951), Merchant Shipping (Maritime Security) Regulations, 2004;
"LSO"	means the landing and shipping order document required, by the Terminal, for the removal of any Cargo from the Terminal by road; or for the delivery of any Cargo to the Terminal for export; in each instance by road;
"Operational Areas"	those areas of the Terminal where Containers or Cargo are handled, stored, stacked or moved;
"Pre-Advice"	in relation to export containers, means the communication by the Customer or its Visitor, using the pre-advice procedure, of the following information to the Terminal: <ul style="list-style-type: none"> <li><input type="checkbox"/> Booking reference;</li> <li><input type="checkbox"/> Container number;</li> <li><input type="checkbox"/> Seal number;</li> <li><input type="checkbox"/> Verified Container weight/Verified gross mass; and</li> <li><input type="checkbox"/> Voyage information pre-populated by virtue of the booking reference;</li> </ul>
"Receipt"	the receipt of Containers or Cargo by the Terminal from the care and custody of the Customer, its representative or its Visitor, when Containers or Cargo has moved clear of the RHV;
"RHV"	any road haulage vehicle which is a motor vehicle, trailer or truck tractor, as defined in the National Road Traffic Act, (No. 93 of 1996, and which is designed and used for the transportation of Containers or Cargo;
"SOLAS"	International Convention for the Safety of Life at Sea, enforced in South Africa via Merchant Shipping Act (No. 57 of 1951);
"Terminal" or "Terminals"	all dedicated Ro-Ro, Break-Bulk, Agricultural, Bulk, Ro-Ro Automotive and Inland Terminals that are managed and controlled by TPT;
"Terminal Operator"	Transnet Port Terminals, an operating division of Transnet SOC Ltd;
"Visitor"	any Customer, its duly authorised servant, invitee, agent or contractor, the driver, his assistant or crew and/or any passenger on an AMV or RHV, any person representing a Customer, vessels' contractors, stevedores, terminal sub-contractors, vessels' crew and any persons who are authorised to enter or be in or at the

*Terminal, each of whom must have prominently displayed on his/her person an Identification Card issued by the Customer, and which must contain the information stipulated in 4.3 below;*

<i>"Waste"</i>	<i>any material generated during activities on the premises of the Terminal, rendering it no longer usable in its original form and which is to be discarded at a landfill site;</i>
<i>"Work Permit"</i>	<i>an authorisation issued by the Transnet National Ports Authority ("TNPA") or the Terminal Operator.</i>

### **3. ACCESS TO AND FROM THE TERMINAL**

- 3.1. *The Terminal Operator has the right to restrict all entry to and control all exit and movement within the Terminal without affording any reason therefor.*
- 3.2. *Only a Visitor, an AMV carrying equipment or RHV will be allowed access to the Terminal, provided the Visitor concerned has been issued with an Entry Permit;*
- 3.3. *No Visitor, AMV or RHV may enter or leave the premises of the Terminal, except through the designated entrance and exit points designated for such purpose at the Terminal.*
- 3.4. *Minors are not allowed into the Terminal, unless the Security Manager at the Terminal or Terminal Manager in the absence of the security manager has issued prior written consent.*
- 3.5. *Animals are not allowed into the Terminal, except for the purposes of being exported from or imported into the Republic of South Africa or for the purpose of performing stowaway and /or contraband searches on board the vessel. Prior written consent must be obtained from the Terminal for any other animals which require entry into the Terminal for any purpose other than as specifically mentioned herein.*
- 3.6. *Motor cycles and bicycles are not permitted within the Terminals save as Cargo.*
- 3.7. *No Visitor, AMV or RHV may enter the Terminal, or be on the premises of the Terminal, unless:*
  - 3.7.1. *the Visitor is in possession of an Entry Permit authorising access to or exit from the Terminal; and*
  - 3.7.2. *prior to the desired or intended entry, the Customer has established and verified, to the satisfaction of the authorised representative of the Terminal, that the Visitor is in possession of:*
    - 3.7.2.1. *a written job card from the Master of the vessel instructing him to perform work on board the vessel; and /or*
    - 3.7.2.2.a *delivery note or collection order note from the Master of the Vessel and;/ or*
    - 3.7.2.3. *the Visitor's name is included in the list of the crew of the vessel as has been furnished by the Master of the vessel to the Terminal; and /or*
    - 3.7.2.4.a *valid current Work Permit from the TNPA or the Terminal Operator.*
- 3.8. *No AMV or RHV may enter the Terminal, or be allowed to be on the premises of the Terminal unless:*
  - 3.8.1. *the Visitor in control of such AMV or RHV is in possession of a CTO or a LSO authorising the Delivery to or Receipt from the Terminal of Container(s) or Cargo; and*
  - 3.8.2. *prior to the desired or intended entry, the Customer has established and verified, to the satisfaction of the authorised representative of the Terminal:*
    - 3.8.2.1. *that any import container(s) or cargo to be uplifted has been discharged from the vessel carrying it and the import container(s) or cargo is available for collection; and*
    - 3.8.2.2. *that any delivery of exports:*
      - 3.8.2.2.1. *for container(s), is undertaken within the confirmed stack opening and closing dates and times for such vessel or may otherwise be as agreed upon between the Customer and the Terminal Operator; or*
      - 3.8.2.2.2. *for cargo is undertaken with the confirmed cartage booking system or the road haulage booking system and times for such vessel or may otherwise be as agreed upon between the Customer and the Terminal Operator.*

3.8.2.2.3. *The RHV must observe the requirements of the Terminals' mandatory truck booking appointment system (where applicable)*

- 3.9. *No AMV or RHV is permitted access into the Terminal unless the roof of the cab of the AMV or RHV prominently displays the registration number of the AMV or RHV or a series of numbers as provided by the Terminal. The precise information and dimensions thereof as agreed to between the Parties and failing agreement, as may be stipulated by the Terminal Operator in its sole discretion.*
- 3.10. *The Customer and its Visitor must comply with the requirements of any mandatory truck booking system in operation at the Terminal (where applicable).*
- 3.11. *AMVs and CRHVs are strictly prohibited from hooting and/or unnecessarily revving both inside, and within the vicinity of the Terminal, except in cases of emergency. Emergency in this case refers to situations of imminent danger to the life of any person or loss of property.*
- 3.12. *The Customer or its Visitor is required to Pre-Advice the Durban Ro-Ro and Maydon Wharf Terminals of its export containers prior to the arrival of the road truck at the Terminal's entrance gate. For this specific purpose, the Customer or its Visitor is referred to clause 9 of the Standard Operating Procedures for Container Terminals.*
- 3.13. *All truck drivers and/ or trucking companies are required to be in possession of all relevant documentation (including a date and time of escort) before access will be granted.*
- 3.14. *TPT will refuse entry to a truck that has caused damage to property and a driver who fails to adhere to TPT's conditions of entry until such time as the invoice for the damage to property has been paid.*
- 3.15. *TPT reserves the right to capture the details and biometric data of all truck drivers entering TPT terminals.*

#### **4. OVERLOADING OF CRHV/RHV**

- 4.1. *For purposes of this clause 4, the Terminal Operator shall be deemed to be the consignee for the purpose of export cargo handling services and as the consignor for the purpose of import cargo handling services.*
- 4.2. *The Customer and/or its agent or the Customer's Representative shall inform the Terminal Operator of the weight of the Container(s) to be loaded onto the CRHV/RHV and this information should be forwarded to the Terminal not more than one (1) hour before Estimated Time of Arrival of the CRHV/RHV at the Terminal. Such submission shall be sent as a written submission with a clear declaration as to the payload of such RHV and/or the distribution of such Container(s) on a CRHV/RHV.*
- 4.3. *The Customer, its agents and Customer's Representatives undertake to ensure that all weight requirements of Containers and vehicles entering and leaving the Terminal meet the weight requirements in line with the Regulations 330A to 330D of the National Road Traffic Act (No. 93 of 1996) (as amended), in addition thereto:*
  - 4.3.1. *the Customer agrees that it may be required by the Terminal Operator to weigh its Container(s);*
  - 4.3.2. *the Terminal Operator reserves the right to establish the mass of a CRHV/RHV and any axle or axle unit of such vehicle that is accurate as to ensure that such CRHV/RHV is not overloaded as provided by Regulation 330 B of the National Road Traffic Act (No. 93 of 1996) (as amended);*
- 4.4. *The Customer is bound by the determinations made under this Clause 4 and the records of those determinations, such determination shall remain in the absolute discretion of the Terminal Operator in the absence of manifest error.*
- 4.5. *The Terminal Operator reserves the right to refuse entry to any Containers and/or CRHV/RHV(s) that are in excess of the weight regulations of the National Road Traffic Act (No. 93 of 1996) and the Terminal Operator shall not be liable for any penalties, fines, penal costs, convictions, costs of administration, legal fees, incurred in respect of such overloaded vehicles.*
- 4.6. *A schedule of insurance must always be in the possession of the CRHV/RHV driver as contemplated in regulation 330D of the National Roads Traffic Act (No. 93 of 1996) and must be produced to the Terminal upon request.*
- 4.7. *The schedule referred to in clause 4.6 must contain proof of valid insurance for the vehicle and liability that may arise from the transportation of the goods. This would be comprehensive vehicle insurance and Goods-in-transit policy.*

#### **5. COMPLIANCE WITH ISPS CODE**

*Visitors must comply in every respect with the ISPS Code. Without limiting the generality of the foregoing sentence, the Customer must ensure that:*

- 5.1. *prior to entering the Terminal, a valid entry permit has been issued by or on behalf of the Terminal Operator and is prominently displayed on the cab of each AMV or RHV requiring access to the Terminal; and*
- 5.2. *the cab of each AMV or RHV is fitted or marked with identification particulars which are prominently and conspicuously displayed on such AMV or RHV, clearly indicating the name, current physical address and telephone number of the Customer; and*
- 5.3. *each of its employees, drivers, agents or representatives who desires access to the Terminal, and thus to qualify as a Visitor, is issued with an Identification Card, which contains the following:*
  - 5.3.1. *a recent and legible photograph of such employee, agent or representative;*
  - 5.3.2. *his full name and identification number;*
  - 5.3.3. *the name, current physical address and telephone number of the Customer; and*
  - 5.3.4. *the signature and name (printed in capital letters) of the person who issued the Identification Card on behalf of the Customer.*

## **6. SECURITY**

- 6.1. *No firearms or ammunition of any nature (as defined in the Firearms Control Act (No. 60 of 2000) are allowed in the Terminal, under any circumstance.*
- 6.2. *The Terminal has the right in its unfettered discretion through its authorised employee(s) to search any Visitor and / or AMV and/or RHV entering or leaving the Terminal in terms of the Control and Access to Public Premises and Vehicles Act (No. 53 of 1985).*
- 6.3. *Any Visitor who refuses to submit to a search as is referred to in clause 6.2, will not be allowed to enter or depart from the Terminal.*
- 6.4. *Should any AMV or RHV enter or attempt to enter the Terminal with false registration numbers, alternatively with registration numbers on the registration plates that do not correspond with the registration numbers set out in the licence disc on the AMV or RHV, then the Customer's Entry Permit will be suspended immediately by the Terminal for a period of 6 (six) months and the Customer will thereafter not be allowed access to the Terminal or be allowed to be on the premises of the Terminal. After the expiry of the 6 (six) month period, the Terminal Operator may at the request of the Terminal, on good cause shown by the Customer, lift the suspension of the Entry Permit.*
- 6.5. *No cameras, photographic equipment or cellphone cameras of any nature whatsoever shall be used, within the Terminal without the prior written consent of TNPA on recommendation from the Terminal Operator.*
- 6.6. *Each incident described in clause 6.4 must be reported to the South African Police Service ("SAPS") by the Terminal for further investigation. The Customer and/or Visitor must co-operate with the SAPS in such investigation.*
- 6.7. *Every AMV or HRV is required to come to a complete stop at the access control gate at the Terminal and its engine must be switched off before the security official conducts any required inspection. No Visitor may move off unless and until they have been given a signal to so proceed by the security official conducting the inspection.*
- 6.8. *Where a Visitor misconducts himself/herself by intimidating the Terminal Operator's employees or third parties, by use of physical violence, sexual harassment or verbal abuse, the Visitor may be removed from the Terminal irrespective of whether such Visitor has completed the loading or unloading of their Cargo. The Terminal Operator will not be liable for any costs or damages arising as a result of such removal.*
- 6.9. *A Visitor may not interfere with the security official in the execution of his/her duties and that no pranks /horseplay will be tolerated.*
- 6.10. *The Terminal Operator reserves the right to remove from and/or ban from further entry into the Terminal, any Visitor who causes damage to the Terminal's property.*

## **7. RESTRICTED ZONES**

*The Customer is vicariously liable and responsible for all acts of any Visitor whose presence in the Terminal in any way arises from or is connected with the business of the Customer and must ensure that no such Visitor under any circumstances:*

- 7.1. *enters the Operational Areas save for a purpose related to the Customer's operations; or*
- 7.2. *stands, sits or walks under or near any suspended load.*

- 7.3. *The provisions of clause 6.4 shall apply to any breach of the provisions of this clause 7, mutatis mutandis, but clause 6.6 will not apply.*

## **8. ROAD TRAFFIC MANAGEMENT SYSTEM**

- 8.1. *No AMV or RHV may enter or drive along the quayside at the Terminal, unless duly authorised to do so in advance by the Terminal Operations Supervisor.*
- 8.2. *The movement of each AMV or RHV is restricted to the approved area and that all road traffic signs and markings (including the speed limit of 30 km/h) on the premises of the Terminal must strictly adhered to at all times.*
- 8.3. *Parking areas and "keep clear" areas within the Terminal, as designated by road traffic signs and/or markings and all traffic directions must be strictly observed.*
- 8.4. *Vehicular traffic on the premises of the Terminal is confined to the demarcated roadways only.*
- 8.5. *A look-out must be kept for cranes and equipment, including vehicular traffic, and that way is given to them at all times.*

## **9. RHV**

*The Customer shall be responsible for ensuring that and undertakes that:*

- 9.1. *each RHV calling at the Terminal is in a roadworthy condition and that it complies with all statutory requirements governing the roadworthiness of RHV's;*
- 9.2. *each RHV in respect of containers is equipped with sufficient twist locks which are in good working condition, so as to ensure that each container loaded onto the RHV is capable of being securely fastened to such RHV by a minimum of (4) four twist locks;*
- 9.3. *should any RHV break down, for any reason whatsoever, whilst on the premises of the Terminal, it must be removed by the Customer from the premises of the Terminal immediately, failing which, if deemed appropriate by Terminal, the Terminal will be entitled to remove such RHV at the Customer's cost and sole risk; and*
- 9.4. *no repairs to a RHV, of any nature whatsoever, may be effected on the premises of the Terminal because this is strictly prohibited.*

## **10. CONTAINERS AND CARGO EXCHANGE YARD, WAREHOUSE AND QUAYSIDE**

*The Customer and its Visitors must ensure that whenever and wherever in the Terminal equipment is in operation, it and every Visitor will:*

- 10.1. *first report to the control office before entering the Container or Cargo exchange yard, warehouse or quayside; and*
- 10.2. *ensure that the Cargo securing equipment or twistlocks of each container are released or opened before the RHV is positioned for the delivery or receipt of Containers or Cargo; and*
- 10.3. *be solely responsible for ensuring that the RHV is driven or reversed into the cargo or container exchange area, warehouse or quayside as allocated by the Terminal Official at the control office; and*
- 10.4. *strictly observe the general rule of the Terminal that waiting, sitting or standing in the container or cargo exchange area, warehouse or quayside is strictly prohibited; and*
- 10.5. *alight from the RHV immediately after parking the RHV in the allocated area and wait with the assistant in the designated area (the exact position, area and dimensions of which shall be as stipulated by the Terminal from time to time), until the loading/off-loading of Containers or Cargo has been effected and the equipment for handling the Cargo or Containers has moved out of that particular area; and*
- 10.6. *ensure the RHV proceeds to the exit gate of the Terminal without delay as soon as the container(s) or cargo has /have been off-loaded from, or loaded onto, the RHV, as the case may be; and*
- 10.7. *not remain on the premises of the Terminal after the Container(s) or Cargo has or have been off loaded from and/or loaded onto the RHV, as the case may be.*

## **11. CONTAINER TERMINAL ORDERS OR SHIPPING AND LANDING ORDERS**

- 11.1. *The Customer shall ensure that the name of the trucking company authorised to collect Containers or Cargo from the Terminal is clearly and conspicuously endorsed on each CTO or LSO used for the import of containers or cargo.*
- 11.2. *The Terminal will not accept any amendments or changes to any CTO or LSO used for the import of Containers or Cargo. Only amendments to the container prefix, container number or check digit shall be permitted on a CTO or pre-announcement EDI message needed for the export of containers, provided that a stamp by the Shipping Line/Packing Station appears on the said CTO or pre-announcement EDI message alongside any amendment, which is signed by an authorised employee and approves each department.*
- 11.3. *The Customer is solely responsible for the safekeeping of each CTO or LSO in its possession, or in the possession of a Visitor.*
- 11.4. *A CTO or LSO may not under any circumstances be ceded, transferred or assigned.*

## **12. IMDG (Dangerous)Substances**

*The Customer must ensure*

*that:*

- 12.1. *no IMDG (Dangerous) goods, as defined in the International Maritime Dangerous Goods Code and/or the SANS 10228 Dangerous Goods Schedule referred to in the regulations of the National Road Traffic Act, (No. 93 of 1996), is delivered to the Terminal unless the Visitor is in possession of a dangerous goods declaration in respect of the IMDG (dangerous) goods. The dangerous goods declaration must be submitted to the Terminal at the check office at the same time that the administration/check-in is done thereof;*
- 12.2. *no IMDG(dangerous) goods, as defined in the International Maritime Dangerous Goods Code and/or the SANS 10228 Dangerous Goods Schedule referred to in the regulations of the National Road Traffic Act, (No. 93 of 1996), are delivered to the Terminal where the contents of such hazardous goods are, or appear to be, leaking or in any way escaping from the packaging of the goods;*
- 12.3. *no flammable liquids and substances are delivered to or uplifted from the Terminal unless the driver of the AMV or RHV is in possession of a valid certificate of registration for that particular AMV or RHV, as prescribed in the Fire Prevention and Flammable Liquids and Substances Bylaws as may be prescribed from time to time by the applicable Municipality;*
- 12.4. *no IMDG (dangerous) goods as defined in the International Maritime Dangerous Goods Code and/or the SANS 10228 Dangerous Goods Schedule referred to in the regulations of the National Road Traffic Act (No. 93 of 1996), are delivered to the Terminal unless such IMDG goods are properly marked, as is prescribed in the International Maritime Dangerous Goods Code and Statutes of the Republic of South Africa;*
- 12.5. *the provisions contained in the National Road Traffic Act, (No. 93 of 1996) and Regulations are strictly observed and adhered as far as the transportation of dangerous goods and substances by road are concerned.*
- 12.6. *comply with the Harbour Master's Written Instructions and IMDG circulars in respect of IMDG (dangerous) goods.*

## **13. CONTAINER PREFIX AND CONTAINER NUMBER**

- 13.1. *The Customer undertakes that its Visitor will:*
  - 13.1.1. *ensure that the container prefix, number and check digit on each container loaded onto the RHV corresponds with the container prefix, number and check digit reflected on the particular CTO applicable to such containers before entering or leaving the premises of the Terminal, as the case may be;*
  - 13.1.2. *ensure that where the container prefix, container number or check digit on the container does not correspond with the container prefix, container number or check digit reflected on the particular CTO relating to such container, such discrepancy is immediately brought by him to the attention of the relevant Terminal Official at the document processing office, to enable the Terminal to investigate such discrepancy; and take whatever steps the Terminal deems appropriate to rectify such discrepancy;*
  - 13.1.3. *not attempt to bring into or remove from the premises of the Terminal any containers in respect of which the container prefix, container number and check digit does not correspond with the container prefix, container number or check digit reflected on the relevant CTO i.e. where the situation in clause 13.1.2 applies;*
  - 13.1.4. *ensure that it operates, loads and carries containers on a CRHV in strict compliance with the mass requirements as prescribed in the National Road Traffic Regulations 2000.*

#### **14. CONTAINER SEAL**

14.1. *The Customer and/or its Visitors must ensure that:*

- 14.1.1. *all export Containers whether (full or empty) are securely and properly sealed;*
- 14.1.2. *all Container seal numbers are verified, checked or captured by it and/or its agents;*
- 14.1.3. *Container seals are placed on the inner (bottom) locking bar of the overlapping door;*
- 14.1.4. *every Container is loaded onto the rear of the RHV in such a manner that the doors of such container are on the rear end of the RHV;*
- 14.1.5. *the particulars of the seal on the Container correspond to the particulars of the seal on the CTO or EDI release message;*
- 14.1.6. *the seal on the Container is always readily accessible;*
- 14.1.7. *where the particulars of a seal on a Container which is being imported does not correspond to the particulars of the seal contained in the CTO, such Container must be moved to a pre-determined inspection area, jointly inspected in the presence of customer representative and two (2) of the Terminal Operator's representatives, re-sealed by the Customer representative and the CTO must be endorsed with the particulars of the new seal before the Container is removed from the premises of the Terminal; Customs / SARS representative must also be present at the inspection.*
- 14.1.8. *no seal is removed or breached or attached to a Container by the Customer and/or by any Visitor, whilst such Container is in the possession of the Customer or Visitor or under its control on the premises of the Terminal;*
- 14.1.9. *Containers that are to be imported must be loaded onto the rear of the RHV within the Terminal in such a manner that the doors of each container face the rear of the RHV. An exception applies in respect of containers whose mass exceeds 26 (twenty-six) tons, which may be accepted with their doors facing the front of the CRHV.*

#### **15. REEFER CONTAINERS**

*The Customer and/or its Visitor must ensure that:*

- 15.1. *all reefer containers (both full and empty) are accurately pre-tripped by the container depot; and*
- 15.2. *the pre-trip sticker is affixed to the reefer container, is clearly visible and shall contain the following information:*
  - 15.2.1. *the name, current physical address and telephone number of the container depot that pre-tripped the container;*
  - 15.2.2. *the name and identification number of the technician that pre-tripped the container;*
  - 15.2.3. *the date the container was pre-tripped;*
  - 15.2.4. *the set point temperature; and*
  - 15.2.5. *the name of the vessel to which the reefer container is destined.*

#### **16. DAMAGE TO CONTAINER(S) OR CARGO**

*The Customer and/or its Visitors undertake that:*

- 16.1. *every container or cargo to be delivered by it to, or received by it from, the Terminal will be free of damage or defects or contamination, of such nature as might render the containers or cargo unsafe for transportation;*
- 16.2. *a Visitor will immediately report any damage to any container or cargo to a Terminal Operations Supervisor at the exit/entry gate of the Terminal, before such containers or cargo enters or leaves the premises of the Terminal, before such container enters or leaves the premises of the Terminal and if damage is not reported as intended in this clause 16.2 the removal of an allegedly damaged container from the Terminal premises will be deemed to have constituted delivery of the container and its cargo, in good order and sound condition, as described in the Bill of Lading;*
- 16.3. *where a container or cargo which has been imported is found to be damaged upon delivery, such container or cargo will not be removed by it from the premises of the Terminal, unless the CTO, EDI release message or LSO has been signed and endorsed by a Terminal Claims Examiner, certifying that the containers or cargo was delivered to the Customer (or it's Visitor) in a damaged condition and where the procedure prescribed in this clause 16.3 has not been followed in respect of any allegedly damaged container or cargo, such container and its cargo will be deemed to have been in good order and in sound condition.*



## **17. AMV**

- 17.1. *Each AMV calling at the Terminal shall be in a roadworthy condition and comply with all statutory requirements governing the roadworthiness and use thereof.*
- 17.2. *Each AMV calling at the Terminal shall be fitted with a flashing amber revolving light in a prominent position, which shall be switched on and be in good working order and condition at all times.*
- 17.3. *A closed top AMV shall be used to transport persons within the confines of the Terminal, provided it has been duly authorised by the Terminal in writing to do so and all Visitors not using an AMV shall use the shuttle service, if provided by the Terminal, within the premises of the Terminal.*
- 17.4. *Should any AMV break down while on the premises of the Terminal, it shall be removed by the Customer or Visitor's from the premises of the Terminal immediately, failing which, if deemed appropriate by Terminal, the Terminal shall be entitled to remove such AMV at the Customer's or Visitor's sole cost and risk.*
- 17.5. *No repairs to an AMV, of any nature whatsoever, may be effected on the premises of the Terminal.*
- 17.6. *AMV's shall be positioned so as not to obstruct any crane or protrude in any way onto rail tracks or roadways so as to constitute a hazard to the safe movement of cranes or equipment, persons or vehicular traffic.*
- 17.7. *The driver shall remain in attendance at his AMV and shall move the AMV immediately when instructed to do so by a representative of the Terminal.*

## **18. WORK PERMIT / JOB CARD / DELIVERY NOTE OR COLLECTION ORDER**

- 18.1. *The Customer shall ensure that the name of the Customer which has authorised access to and from the Terminal is clearly and conspicuously endorsed on each Work Permit, Job Card and/or other Delivery Note or Collection order.*
- 18.2. *The Terminal shall not accept any amendments or changes to any Work Permit, Job Card and/or other Delivery Note or Collection order and none may be made without the Terminal's prior written consent.*
- 18.3. *The Customer is solely responsible for the safekeeping of each Work Permit, Job Card and/or other Delivery Note or collection order in its possession, or in the possession of a Visitor.*
- 18.4. *A Work Permit, Job Card and/or other Delivery Note or collection order is not transferable, under any circumstances.*
- 18.5. *The provisions of clause 18.1 shall apply to each Visitor mutatis mutandis.*

## **19. WITHIN TERMINAL PREMISES**

*The Customer undertakes that, whenever the Terminal equipment and Cranes are in operation, it and every Visitor whose presence in the Terminal in any way arises from or is connected with the business of the Customer shall:*

- 19.1. *first report to the security control room before entering the premises of the Terminal;*
- 19.2. *strictly observe the general rule of the Terminal that:*
  - 19.2.1. *waiting, sitting or standing in the straddle carrier/vehicle interchange Grid Slot, warehouses, quaysides, any operational area, any cargo or container stacking area or construction area; and*
  - 19.2.2. *climbing onto, standing, sitting, using or operating cranes or equipment owned or leased by the Terminal or in the care and custody of the Terminal,**is strictly prohibited, unless prior written approval has been obtained by the Customer or such Visitor from the Terminal Operations Supervisor;*
- 19.3. *at all times, keep to pavements and designated walkways within the Terminal;*
- 19.4. *not use the cargo or container stacking areas as a thoroughfare so as to gain access from one section of the Terminal to the other;*
- 19.5. *ensure that any and all AMV's and RHV's, cranes or equipment are positioned in a manner so that they do not obstruct any crane or rail tracks or roadways or constitute a hazard to cranes, equipment, persons or vehicular traffic;*
- 19.6. *ensure that all lifting gear has a valid current inspection certificate which complies with all applicable legislation and such lifting gear is fitted with a cradle that is approved by the Terminal, in writing;*

- 19.7 ensure that under no circumstances will the maximum safe working load of the cradle be exceeded at any given time;
- 19.8 ensure that safety harnesses are worn when persons are raised, lowered or moved by means of a cradle which safety harnesses shall be provided at the cost of the Customer;
- 19.9 not dispose of, drop or throw any equipment, cargo, containers, Waste or any other material and/or substance of any nature whatsoever onto the quayside or into the waters of the Port from the quayside or any vessel berthed at the Terminal;
- 19.10 ensure that all equipment or cranes are removed from wharfs, quays, jetties and other work places in the Terminal without delay after work operations are completed, or within such extended time as the Terminal Operator may determine in its sole discretion;
- 19.11 ensure that all equipment or cranes will at all times be in proper working order and condition and that (without limitation) all equipment, cranes, AMV's and RHV's will be inspected by the Customer regularly for oil leaks and/or oil or other spills which the Customer undertakes to clean up immediately and to dispose of the Waste at an appropriate landfill site in accordance with all the relevant and appropriate environmental legislation, the Customer hereby indemnifies and holds the Terminal Operator harmless against all claims of whatsoever nature and howsoever arising which may be made against it by any environmental authority as a result of the breach by the Customer or a Visitor of the provisions of this clause 19.11;
- 19.12 ensure that all reasonable measures are taken to prevent the spillage of cargo, containers or any other material and / or substance of any nature whatsoever into the waters of the Port, the Terminal or onto the quayside and the Customer undertakes to clean up all or any spills immediately and dispose of the spillage at an appropriate landfill site in accordance with all the relevant and appropriate environmental legislation and accepts liability for the cost of any recovery of any containers, cargo, Waste or any other material and/or substance, and/or the costs of clean-up of any spillage made into the waters of the Port, the Terminal or quayside which shall be for the account of the Customer which hereby indemnifies the Terminal Operator against all costs, charges and claims of whatsoever nature and howsoever arising which may be made against it by any person arising out of a breach by it or any Visitor of the provisions of this clause 19.12.
- 19.13 ensure the AMV or RHV proceeds to the exit of the Terminal on completion of the work without delay;
- 19.14 not remain on the premises of the Terminal after the work has been performed.

## **20. PERSONAL PROTECTIVE EQUIPMENT AND FACILITIES**

The Customer and its Visitors must ensure that they:

- 20.1 wear high visibility garments and personal protective equipment (such as day-glow vests, safety boots, hard hats, safety harnesses, overalls and any other requisite safety gear) as may be agreed upon between the Terminal and the Customer (and failing agreement, as may be prescribed by the Terminal) at all times whilst on the premises of the Terminal, all of which shall be provided by the Customer at its own cost;
- 20.2 are aware that they are prohibited from using any dining rooms, change-rooms and shower facilities provided for the employees of the Terminal; and
- 20.3 may only use toilet and ablution facilities set aside for that purpose.

## **21. INTERFERENCE WITH, DAMAGE TO OR MISUSE OF ITEMS**

The Customer undertakes to ensure that neither it nor any Visitor wilfully, recklessly, intentionally or negligently, directly or indirectly, interferes with, damages or misuses any movable or immovable property provided by the Terminal in the interests of the health and safety of persons, protection of the environment, or the efficient and smooth working of the Terminal. The Customer indemnifies the Terminal against any loss or damage which it may suffer as a result of the breach by the Customer and/or any of its Visitor(s) of the provisions of this clause 21.

## **22. REPORTING AND RECORDING OF INCIDENTS**

- 22.1. Notwithstanding any other provisions to the contrary, any claim which a Customer believes it may have against the Terminal in connection with or arising out of any incident which occurred within the Terminal shall lapse and become extinguished unless:
  - 22.1.1. within thirty (30) days of the happening of the event that could give rise to the claim, the Customer gives written notice thereof to the Terminal, which notice must contain all material facts on which the claim is based, and thereafter, irrespective of whether or not the claim is repudiated by the Terminal;

22.1.2. *within 420 (four hundred and twenty) days of such claim arising, the Customer institutes legal proceedings against the Terminal in respect of the claim by service on the Terminal of legal process issued by it in a court of competent jurisdiction and having such summons served on the Terminal at the following address:*

**TRANSNET PORT TERMINALS**

**KINGSMEAD OFFICE PARK**

**STALWART SIMELANE STREET**

**DURBAN**

**4001**

- 22.2. *If an incident or accident occurs in the Terminal which gives, or which may give, rise to the death or injury of any person, or loss of or damage to property of any nature whatsoever, the Customer must ensure that its Visitors:*
- 22.2.1. *report each incident giving rise to death, injury to any person, or damage to property of any nature, that occurred at the Terminal, to a Terminal Operations Supervisor at the Terminal without delay after the occurrence of the incident and before the Visitor and the particular AMV or RHV exits the Terminal; and provided the provisions of clause 22.1.2 have been complied with;*
- 22.2.2. *complete a "Road Haulage Vehicle Notice of Damage Report" immediately after the incident. Under no circumstances, may the Visitor, AMV or the RHV leave the premises of the Terminal unless the "Road Haulage Vehicle Notice of Damage Report" has been properly completed and signed by the Customer or such Visitor, and a Terminal Operations Supervisor; and*
- 22.2.3. *apart from an incident as contemplated in clause 22.1.1, immediately report to a Terminal Operations Supervisor any injuries sustained whilst the Customer and/or any Visitor is on the premises of the Terminal and also undertakes that the relevant statutory departments [as may be prescribed in the Compensation for Occupational Injuries and Diseases Act (No. 130 of 1993), Road Accident Fund Act (No. 56 of 1996); Occupational Health and Safety Act (No. 181 of 1993) or any other legislation (Acts, Ordinances or Bylaws) governing the reporting and investigation of accidents (incidents)], are notified thereof by the Customer without delay thereafter.*
- 22.2.4. *submit all claims in respect of losses allegedly suffered by the Customer, together with full supporting documentation to the relevant Terminal by pre-paid registered post. In the case of damage to a vessel, the Customer must submit notice of such damage to the Terminal Operator prior to the sailing of the vessel and the Terminal Operator must be afforded an opportunity to inspect such damage*
- 22.3. *All claims in respect of losses allegedly suffered by the Customer, together with full supporting documentation, must be submitted to the Terminal by email, fax, hand delivery and pre-paid registered post.*
- 22.4. *If an incident or accident occurs in the Terminal which gives, or which may give rise to the serious injury or death of any person or causes major damage to the Terminal Operator's assets, then the Terminal Operator will constitute a Board of Inquiry. The purpose of this Board of Inquiry will be to enquire into, take evidence and report upon all and any facts and circumstances relevant to and connected with the injury or death of the individual(s) concerned or the damage to the Terminal Operator's assets. The Customer must ensure and procure that it and each Visitor co-operate fully with any request from the Terminal Operator's Board of Inquiry, failing which, the Terminal in its sole discretion may revoke such Customer and/or Visitor's Entry Permit and/or deny them access to the Terminal in future.*

**23. INTOXICATION**

- 23.1. *No Visitor or Customer is permitted access to or allowed to remain on the premises of the Terminal, if he is, or appears to be, under the influence of alcohol, drugs or any other similar substance.*
- 23.2. *No alcohol, drugs or similar substances are allowed onto the premises of the Terminal. The Customer/ any Visitor may not partake in the consumption of, or offer any other person, alcohol, drugs or similar substance on the premises of the Terminal.*
- 23.3. *The Terminal reserves the right to conduct random searches and tests on any Visitor on the premises of the Terminal with the view of determining whether such Visitor is in possession of or has consumed alcohol, drugs or similar substances.*
- 23.4. *Should it be established that any Customer or Visitor is in possession of or has consumed alcohol, drugs or a similar substance, and if the Visitor is the driver of an AMV or RHV, the Terminal in its sole and unfettered discretion has the right to prevent that Visitor from driving his AMV or RHV and to take such steps as are contemplated in clause 6.4 above.*

## **24. COMPLIANCE WITH INSTRUCTIONS**

- 24.1. *Every Visitor must immediately comply with any reasonable instruction given to him by any Terminal Operations Supervisor, whilst on the premises of the Terminal.*
- 24.2. *The Terminal reserves the right to refuse the Customer and any Visitor and any AMV or RHV access to the Terminal in the event of:*
- 24.2.1. *the Customer or a Visitor failing, neglecting or refusing to comply with these standard terms and conditions, all applicable legislation, statutory requirements of the Health, Safety and Environmental Protection, as may be applicable to the Terminal; or to the Terminal's Operational, Security, Health, Safety and Environmental Policies and procedures, as amended from time to time by the Terminal Operator in its sole discretion; or*
- 24.2.2. *the Customer or a Visitor failing, neglecting or refusing to co-operate with the safe, efficient and smooth working of the Terminal, to and from the Terminal; or*
- 24.2.3. *the Customer or Visitor failing, neglecting or refusing to comply with any laws, statutory enactments and /or regulations that are applicable to him in any way whatsoever, whether directly or indirectly; and*
- 24.2.4. *the Customer or Visitor breaching the ISPS Code or the Port Rules in any way.*

## **25. DISCLAIMER**

- 25.1. *Entry into the Terminal is at the sole risk of the Customer and/or Visitor(s).*
- 25.2. *Neither the Terminal Operator nor any of its employees or agents, are liable for any death, injury, loss or damage of whatever nature and howsoever arising, whether direct, indirect, consequential or otherwise (including any loss of profit) suffered by the Customer or the Customer's officers, employees, agents or Visitor(s), or any third parties, arising from any incident which occurred within the Terminal as a result of the wilful misconduct, acts, omissions, delicts, negligence of any degree on the part of, or breach of contract by, the Customer or the Customer's officers, employees, agents or Visitor(s), and/or any third party claiming through them.*
- 25.3. *Neither the Terminal Operator nor any of its employees or agents are liable for any loss or damage of whatsoever nature and howsoever arising, whether directly, indirectly, consequentially or otherwise suffered by the Customer or the Customer's officers, employees and agents or any third parties arising from or which may be attributable to the use or the input of incorrect data into or inability to use Electronic Data Interchange (EDI) messages and/or the NAVIS Terminal Operating System or arising from or attributable to reliance upon any information, links or services provided in respect thereof.*
- 25.4. *Without limiting the generality of this disclaimer, the Terminal Operator will not be liable for any interruption, malfunction or downtime relating to EDI messages and/or the NAVIS Terminal Operating System and any loss or damage to the Customer's data caused by power failures.*

## **26. INDEMNITY**

- 26.1. *The Customer indemnifies the Terminal Operator, and holds them harmless against any claim of whatsoever nature, whether for loss or damage, and whether direct, indirect, consequential or otherwise, including any loss of profit, suffered and or instituted against the Terminal and / or the Terminal Operator by a third party or by any Visitor as a result of any incident which occurred on the premises of the Terminal, whether or not such claim, loss or damage is attributable to any wilful misconduct, breach of contract, delict, negligence of any degree or any other cause, without limitation, on the part of the Customer or the Customer's officers, employees, agents or Visitor.*

## **27. BREACH**

- 27.1. *Should any Visitor fail to comply with any of the provisions contained in clauses, 6.1, 6.5, 6.6, 7, 8, 10, 20, 21, 22, 23 and 24 such Visitor must immediately upon request by the Terminal leave the premises of the Terminal, and should he/she refuse to do so, he/she may immediately be removed from the Terminal by its authorised employees and will not be allowed access into the Terminal thereafter.*
- 27.2. *Should the Customer fail to rectify any breach of these Standard Terms and Conditions to the satisfaction of the Terminal within five (5) days of receipt of written notice from the Terminal to do so, the Customer is deemed to be in material breach of these Standard Terms and Conditions.*
- 27.3. *Should the Customer fail to comply with any of the provisions contained in clauses 5, 12, 14, 15, 16, 22, 23 and 24 or the statutory requirements of Health, Safety and Environmental Protection that are applicable to the Terminal, the Customer is deemed to be in material breach of these standard terms and conditions.*

- 27.4. *Should the Customer breach these standard terms and conditions more than once during any 12 (twelve) month period, or be in material breach of these Standard Terms and Conditions, the Terminal Operator is entitled, summarily and without notice to the Customer, to withdraw the Customer's Entry Permit for a period of six (6) months, in which event neither the Customer, nor its Visitor(s) nor AMV's and CRHV's, are allowed access to the Terminal. After expiry of such six (6) month period, the Terminal Operator may, on good cause shown, re-instate the entry permit, but has the unfettered right to refuse to do so without assigning any reason therefor.*
- 27.5. *Should the Customer have its Entry Permit suspended for a period of 6 (six) months more than once in any 3 (three) year period, the Terminal is entitled to withdraw the Customer's Entry permit, (as referred to in clause 3.1) and not to approve the granting of an Entry Permit to the Customer thereafter.*

## **28. GENERAL**

*No agreement varying, adding to, deleting from or cancelling any of these Standard Terms and Conditions and no waiver of any of these Standard Terms and Conditions is of any effect unless it is agreed to in writing and signed by a representative of the Terminal Operator who has been specifically authorised to do so.*

- 28.1. *No indulgence of any nature granted by the Terminal at any time to the Customer and/or Visitor will constitute a waiver of any of the Terminal's rights or preclude it from strictly enforcing such rights thereafter.*
- 28.2. *All persons on the premises of the Terminal will be subject to the National Ports Act (No.12 of 2005) ("the Act"), Port Rules and Harbour Master's Written Instructions issued in terms of Section 80 (2) and 74 (3) respectively of the Act which shall be deemed to form an integral part of these Standard Terms and Conditions.*
- 28.3. *If the Terminal Operator refers any claim against the Customer and/or Visitor to its attorneys to enforce or protect its rights, the Terminal will be entitled to recover from the Customer and/or Visitor all legal costs incurred on the attorney and own client scale.*
- 28.4. *A certificate signed by the Finance Manager of the Terminal (whose authorisation and appointment as such need not be proved) certifying the amount owing by the Customer to the Terminal together with details of the incident constitutes prima facie proof thereof and of the Customer's indebtedness to the Terminal in such amount.*
- 28.5. *If any one of these Standard Terms and Conditions is or becomes unenforceable, it will be severable from the remainder of these Standard Terms and Conditions which will continue to be binding upon the Customer and/or Visitor.*
- 28.6. *These Standard Terms and Conditions must be interpreted and implemented in accordance with the law of the Republic of South Africa.*

## **29. COMPLIANCE WITH LAWS AND POLICIES**

- 29.1. *The Customer must at all times:*
- 29.1.1. *comply with all international codes and conventions, national legislation, regulations and / or any other statutory or regulatory directives, laws and bylaws including but not limited to the ISPS Code, SOLAS, codes, conventions, laws and regulations concerning the protection of the environment, transportation, labour and social responsibility;*
- 29.1.2. *ensure that it is in possession of and that it observes the terms and conditions of all relevant permits, licences and approvals of public authorities in relation to the activities carried out by it under this Agreement;*
- 29.1.3. *observe the provisions of any written Collective Agreement that may become binding on either of the Parties, its respective employees and a registered trade union;*
- 29.1.4. *act in accordance with the Terminal Operator's Policies and Procedures and the Terminal Operator's ISO 14001 Environmental Management System (EMS) and ISO 9001 Quality Management System (QMS) and OHSAS 18001 System (OHS);*
- 29.1.5. *ensure compliance with SOLAS Chapter VI and the relevant IMO guidelines relating to the mandatory verification of the gross weight of containers prior to loading same on vessels; effective as of 00h01, 01 July 2016;*
- 29.1.6. *ensure compliance with the National Ports Act, Port Rules and Harbour Master's Written Instructions issued in terms of Section 80 (2) and 74 (3) respectively of the Act. In the event of any conflict arising between the interpretation of the Act, such Port Rules and the Harbour Master's Written Instructions and this Agreement then the Act, Port Rules and Harbour Master's Written Instructions shall prevail; and*
- 29.1.7. *adhere strictly to the provisions of any legislation and/or regulation and/or any other statutory requirement or directive which may be applicable to the activities regulated by this Agreement.*