



Undertaking by Ordinary Contractors
(not falling within the scope of the Construction Regulations of the Occupational Health and Safety Act, 93 Of 1993)

I/We namely,(Contractor)
of


Registration certificate number in terms of COID (Compensation for Occupational Injuries and Diseases Act) (Act 130 of 1993):

1. Having understood that in terms of section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993), being a mandatary as defined in the Act, hereby agree to ensure that all work to be performed and machinery or equipment used on this site will comply with the provisions of the said Act and accordingly indemnify DISTELL against any liability for acts or omissions on the part of the Contractor, its employees or agents.
2. **Confirm that I/we am/are in good standing with the Compensation Commissioner (Act 130 of 1993) (previously the Workman’s Compensation Act), that all fees are fully paid up and that the above recorded COID registration certificate number is correct.**
3. Acknowledge having received a copy of DISTELL site rules for contractors and agree to comply with these whilst on site.
4. Appoint Mr/Messrs as my/our representative/s and the responsible person/s in terms of Section 16(2) of the Occupational Health and Safety Act, and General Machinery Regulations, Regulation 2 of the said Act and safety regulations of DISTELL in respect of my/our work on the said premises of DISTELL at: -

Definitions

1. The Occupational Health and Safety Act shall mean Act 85 of 1993 as amended.
2. A mandatary shall include an agent, a contractor or a sub-contractor for work, but without derogating from his status in his own right as an employer or user of plant, equipment and machinery.
3. The site shall mean the particular premises where the work is being performed and shall encompass the entire area within the outer perimeter of the premises.

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Initial Contractor representative	
Initial Distell representative	




Duties of a Contractor

Without derogating from any other duties imposed on the Contractor as a mandatary in terms of the Occupational Health and Safety Act, the Contractor shall be obliged to:

1. Have a copy of the Act and applicable regulations readily available for perusal by persons in his employ.
2. Take reasonable measures to ensure that the requirements of the Act and regulations are clearly understood and observed by every person in his employment.
3. In the interest of health and safety, enforce discipline at the workplace, or on premises where machinery is used, and adhere to all special safety rules that may be applicable to personnel working under his supervision.
4. Ensure that work is performed or machinery is used under the general supervision of a person who has the knowledge and experience necessary to assess the hazards associated with the performance of such work or the use of such machinery.
5. As far as reasonably practicable, not permit any employee to do any work or process, use, handle or transport any article or to operate any machinery unless all precautionary safety and security measures are complied with. Should it come to the attention of DISTELL that unsafe working practices are being followed or that the work has created a danger, DISTELL shall have the right to stop the work until such time as the danger has been negated.
6. As far as reasonably practicable ensure that all employees are sufficiently trained with respect to the correct application and proper maintenance methods of the machinery/equipment under his control.
7. All electrical and mechanical tools and equipment brought onto the site and used during the course of the contract shall conform to the regulations and will be safe for use. If it comes to the attention of any official of DISTELL that such equipment does not meet the required standards, DISTELL may order cessation of such work until such time as the equipment is repaired satisfactorily. Repairs to Contractor's equipment will however **not** be carried out by DISTELL workshops or at the expense of DISTELL.
8. Damage to property
 - 8.1 Should any property belonging to or in the care of the Contractor or any person engaged in the contract work be damaged, DISTELL shall be liable to compensate the Contractor should the loss or damage to the said property be as a result of negligence or intentional wrongful act of any person employed by DISTELL.
 - 8.2 Should any property belonging to DISTELL be damaged, such damages (should) shall immediately be reported to the Risk Control Officer and the Contractor shall be liable to compensate DISTELL should the loss or damage to the said property be as a result of the negligence or otherwise of any person engaged in the contract work.
 - 8.3 Should any property of any other party be damaged through and by way of the contract work, DISTELL shall not be responsible therefore and the Contractor indemnifies DISTELL accordingly

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Initial Contractor representative	
Initial Distell representative	



9. Indemnification

The Contractor hereby certifies that all contracting workmen recognise the inherent hazards that exist on the property of DISTELL and that the Contractor enters the property entirely at its own risk and the Contractor waives any claims for actions which are not intentional or grossly negligent against DISTELL, its employees, agents and/or mandatories in respect of any loss, damage and/or injuries

Duration of Appointment

This appointment shall be effective whenever the said Contractor is executing work on the premises of DISTELL, i.e. from time to time or on a continuing basis, but for a period not exceeding 12 months from date of signature, after which time it must be renewed.

DISTELL Site Rules for Ordinary Contractors.

1. General

- 1.1 The Contractor must ensure that all work performed or machinery used on DISTELL premises is used under the general supervision of a person who has the knowledge and experience necessary to assess the hazards associated with the performance of such work or the use of such machinery.
- 1.2 All electrical equipment must be insulated and provided with earth leakage protection. Plant services such as electricity supply and water will be available to Contractors during normal working hours if such services are to be provided by DISTELL.
- 1.3 The Contractor undertake that DISTELL security personnel may search Contractor's employees or vehicles entering or leaving the DISTELL premises and that they will agree to being searched.
- 1.4 The Authorised DISTELL Manager (Project Manager/Site Manager/Engineer) will provide the Contractor with a permit to enter the DISTELL premises. On this permit the Contractor will be required to indicate the names of all his employees, a list of tools and equipment being brought onto the premises. This permit and list of names and tools will be lodged with the Security Department. No employee of a Contractor will be allowed on the site without his identity being made known to DISTELL.
- 1.5 The smoking of tobacco or related products within the confines of any Distell premises, whether owned or rented, is being prohibited except in designated smoking areas.
- 1.6 Permits for vehicles to enter the premises may be obtained from the Security Department and must be displayed at all times.
- 1.7 A designated employee of DISTELL, if necessary, may demand compliance with these regulations and may subject the work carried out by the Contractor to occasional inspection.
- 1.8 After completion of the work, the Contractor must clear and tidy up the site area where work was carried out. Sites must also be kept reasonably tidy during the period of contractual work and must not constitute a (fire) hazard in any way.
- 1.9 The Contractor must carry adequate insurance cover against liability to third parties and to third party property.



- 1.10 Any material left at the work area after completion of a job must be removed at the cost of the Contractor, unless prior alternative arrangements have been made. DISTELL will not be responsible for any loss or damage of any such material. Such removals will also be made at a time and in a manner that shall be at sole discretion of the Authorised DISTELL manager in charge of the project.
- 1.11 Any incident as contemplated in section 24(1) of the Act shall within the prescribed period, i.e. not later than the end of the particular shift during which the incident occurred and in the prescribed manner, be reported to an inspector of the Department of Manpower. All actions taken by the Contractor and his employees as a result of the occurrence of an incident will be in compliance with the Act. Furthermore, the Authorised DISTELL Manager must be notified of the occurrence of such incident as soon as practicably possible.
- 1.12 The Contractor shall take all necessary precautions to eliminate fire hazards and to prevent unnecessary damage to buildings, equipment or any other property, both public and personal.
- 1.13 The Contractor shall be entitled, if he so requires, to erect a site office. The location thereof will be subject to the approval of the (Site) Authorised DISTELL Manager (Engineer/Site Manager/Project Manager of DISTELL.)
- 1.14 The Contractor must ensure that the DISTELL colour specifications and pipe work colour specifications are adhered to. The Contractor will be liable for any damage or loss caused by his not complying with these specifications.
- 1.15 All contractual work undertaken must be performed in accordance with drawings or sketches approved by DISTELL. The Contractor undertakes to have them available for inspection at all times.
- 1.16 Equipment and materials stored on the site by the Contractor will be at his own risk. DISTELL will not be held responsible for any damage, loss or theft of any item belonging to the contractor or his sub-contractor(s).
- 1.17 No firearms or dangerous weapons will be allowed on site - such weapons must be locked away in the safes provided at security at the entrance gate to the premises.
- 1.18 The use of drugs and alcohol is not permitted on the premises - any such employee of a Contractor who is or appears to be drunk or under the influence of drugs, will be requested to leave the DISTELL site immediately.
- 1.19 The cloakrooms, shower facilities, etc on the site are for the sole use of DISTELL employees and may not be used by employee of the contractor (unless so arranged before the contract commences).
- 1.20 No materials of DISTELL may be used by the contractor or any of his sub-contractors, employees, etc for any purpose without prior arrangement. Under no circumstances may empty containers, such as bottles, cans, etc be used for carrying or drinking water, coffee, tea, etc.



2 Safety

- 2.1 No welding, drilling, cutting or shooting of bolts into any steel structure of any building or any other hot work shall be permitted unless special permission is obtained and the necessary permit issued, by the (site) Authorised DISTELL Manager (Engineer, Project Manager, or his authorised nominee.)
- 2.2 No one is permitted to walk or perform work on the roof of a building without the permission of the DISTELL Engineer (or authorised nominee.) Such a person must be provided with the necessary safety equipment, by the contractor, such as roof-ladders, duckboards, crawling boards, safety belts, etc to work on a roof with an unsafe pitch or surface.
- 2.3 All tools and equipment must have been inspected by the Contractor for safety and the relevant inspection certification must be up to date before such equipment is used. This especially applies to scaffolding, ladders, lifting equipment, pressure vessels and so on that require legal certification. The Contractor must allow the inspection of such equipment and/or registers by DISTELL personnel when so requested.
- 2.4 Appropriate protective clothing must be worn by the Contractor's employees, especially in certain demarcated areas.
- 2.5 Where work is required to be done in a production area, DISTELL reserves the right to issue additional instructions regarding safety and security procedures that may be necessary there.
- 2.6 A Work Permit is required from the Authorised DISTELL Manager (Engineer/Project Manager or his nominee) before any work is undertaken on refrigeration plant, entry into tanks, maintenance in spirit storage areas, or involving hazardous substances.
- 2.7 No overhead work may commence until all precautions have been taken by the Contractor to ensure the safety of persons and property below.
- 2.8 All overhead scaffolding and suspended loads must be safely positioned by the Contractor at the close of a work day i.e. loads lowered to the ground, scaffolds securely lashed, all loose tools secured and approach ladders removed or made unscalable (or) and so on.
- 2.9 Under no circumstances are employees of Contractors permitted to operate cranes, hoists, lifts, equipment or any other property, belonging to DISTELL, unless authorised to do so. If the use of any of the above equipment is required by the Contractor, application must be made to the Authorised DISTELL Manager (Site Engineer/Project Manager) who will, if he considers it necessary, make such arrangements as to safeguard the interests of DISTELL and issue the required permission in writing.

Should permission be granted, then the equipment is issued at Contractor's own risk and will be considered to be the "property" of the Contractor whilst so borrowed, but must never leave the site. Contractors will be required to make good any loss or damage to such equipment.
- 2.10 No excavation work may commence until written permission has been obtained from the Authorised DISTELL Manager (Engineer or Project Manager) who will then advise the Contractor as to the location of electrical cables, drains, water mains, etc.
- 2.11 The Contractor must supply his own padlocks and symbolic card for any lockout procedure. The Contractor must also ensure compliance with DISTELL lockout procedures.
- 2.12 All excavated areas shall be railed off, boarded over and properly demarcated during day and night. Piles, debris, or material that cannot be removed immediately must be stowed in such a way so as to leave adequate thoroughfare. During the execution of any work, the surrounding area must be maintained in an orderly and tidy condition and loose material of any kind must not be left in aisles or working areas.



3 Fire

- 3.1 In the event of a fire contact the following number or if there is an automatic or manual alarm in the area, this must be set off. For this purpose employees of the Contractor must acquaint themselves with the location of the nearest telephones and alarm points.
- 3.2 Contractors will provide their own fire fighting equipment. Under no circumstances may Contractor's employees use the fire fighting equipment belonging to DISTELL (such as hose reels and hydrants) unless for emergency fire fighting.
- 3.3 Permission must be obtained from the Authorised DISTELL Manager (Engineer/Project Manager) to use welding equipment, blow lamps, cutting torches, portable grinders and the like or any open flame anywhere within the premises of DISTELL. Operations shall not commence without the Authorised DISTELL Manager (Engineer/Project Manager) being in attendance or either of them has given permission for such work to be carried on without attendance if they are satisfied that no fire hazard exists or will develop.
- 3.4 The Contractor must leave a roadway, access way around the plant, or work areas once construction work begins to enable fire fighting department equipment access to all sections of the plant.
- 3.5 All flammable liquids being used on the premises shall be kept in approved safety containers and stored away from buildings and plant. The design or type must be of a standard approved by the Chief Inspector. (acceptable to the Engineer/Project Manager.)
- 3.6 All combustible debris shall be removed from all site works at the close of the working day and all other debris shall be removed at least once every week.
- 3.7 Materials and/or equipment stored in cardboard cartons, wooden crates, and other combustible containers shall be stored in an orderly manner. Fire fighting equipment as approved by DISTELL shall be placed near any such storage area.
- 3.8 No heaters, burners or braziers of any type or open fires will be permitted on the premises unless approved and allowed by the Authorised DISTELL Manager (Engineer/Project Manager.)
- 3.9 The Contractor's site office and sheds must be provided with easily accessible fire extinguishers of a type approved by the Authorised DISTELL Manager (Plant/Site Engineer.)
- 3.10 Personal property of a Contractor, Sub-contractor and their employees are brought on to the site on their own risk and DISTELL accepts no responsibility for any loss or damage thereto.
- 3.11 Reference to the "Authorised DISTELL Manager" shall include the following post titles for the purposes of this document: DISTELL Plant Engineering Manager, Maintenance Manager, Project Manager, Distribution Centre Manager, Distribution Services Manager, Primary Production Cellar Manager, Distillery Manager, Farm Manager or his authorised nominee, as the case may be.

.....
(Manager/Owner/Agent for Contractor) (Designated person appointed by Contractor)



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Authorised DISTELL Manager (Site Manager/Project Manager/Engineer for DISTELL)

Date : 29.10.2020..... Place : Stellenbosch.....



DISTELL Site Rules for Ordinary Contractors **Annexure A - Environmental**

In terms of ISO 14001:2004 requirements Distell must “**establish and maintain procedures related to the identifiable significant environmental aspects of goods and services used by the organization and communicating relevant procedures and requirements to suppliers and contractors**”

1. General

- 1.1 All contractors entering the premises to comply with procedures and/or legislation concerning environmental issues as applicable to yourselves. National Environmental Management Act 107 of 1998

2 ENVIRONMENTAL POLICY

- 2.1 Ensure legislative compliance
- 2.2 Optimum use of materials & resources
- 2.3 Strive for continual improvement
- 2.4 Pollution control
- 2.5 Education, training & information sharing
- 2.6 Asbestos regulations complied with.

3. WASTE MANAGEMENT

- 3.1 REDUCE, e.g.: By Improved operating procedures; Use of different technology etc.
- 3.2 RE-USE, e.g.: Filtering & re-using solvents; Stationary; Packaging; Blanks etc.
- 3.3 RECYCLE, e.g.: Scrap Metal, Paper, Glass etc.

4. WASTE COLLECTION & DISPOSAL

- 4.1 HAZARDOUS WASTE (e.g. Paints, Chemicals, Asbestos etc) - Approved hazardous waste Co.
- 4.2 SCRAP METAL & PAPER (e.g. Off-cuts, scrap paper, packaging etc) - Recycle
- 4.3 BUILDERS RUBBLE (e.g. Wood, bricks etc.) - At an approved landfill site
- 4.4 GENERAL WASTE (e.g. Plastic Containers, wrappings etc) - Municipal Waste

5 ANY ENVIRONMENTAL SPILLS

- 5.1 Reports immediately *to Risk Controller and/or Maintenance Manager.*
- 5.2 Take Action to address & redress the effects of the spill
- 5.3 Spills onto ground surface - spade of to depth of penetration & dispose of correctly
- 5.4 No oil, solvents or chemicals may enter any drainage systems
- 5.5 Keep records on site of all spills reported and action taken to mitigate.

6. MANAGEMENT OF ECO-SYSTEMS

- 6.1 No vegetation or site clearing w/o prior consent
- 6.2 Keep to designated road & walkways
- 6.3 Respect demarcated conservation areas
- 6.4 Do not disturb / relocate any animal life
- 6.5 Halt work if any historical or archaeological feature is encountered & report immediately
- 6.6 Water is a precious & scarce resource - Reduce consumption & avoid contamination



DISTELL Site Rules for Ordinary Contractors
Annexure B

1. Distell complies with Food Safety Standards on all its sites and contractors must comply with the following standards

A – General

1. Smoking is permitted **only** in designated smoking areas.
2. Refrain from eating food and drinking beverages in production area.
3. Wearing jewelry in or near revolving machinery will not be permitted. This does not apply to Medic Alert bracelets or neck chains which are worn for medical information. These must fit properly and be covered by clothing.
4. Wear clean, washable outer garments at the start of each work period
5. Where product is handled, wash hands prior to starting work; after each visit to the toilets; and at any other time that the hands may have been contaminated.
6. Refrain from coughing or sneezing into hand.
7. Keep cuts or abrasions covered with suitable waterproof dressing and, if on hands, cover with plastic or rubber gloves.

Personal items and / or employee lunches shall not be stored in or placed in production or ingredient storage areas under any circumstances

8. Wear required personnel protective equipment where issued according to safety regulations.
9. Adhere to machine safety regulations.
10. Adhere to all COVID rules and protocols as stated per the site
11. Please check in with your site representative on any other site rules and regulations