

CONDITIONS OF WASTE DISPOSAL LICENCE

GENERAL

1. All references to "the Act" are to the National Ports Act No. 12 of 2005.
2. The Licensee shall be a current member of the Institute for Waste Management South Africa. If membership to the Institution is refused or cancelled for any reason, the Authority may, on good cause shown, grant an exemption from this condition.
3. The Licensee shall be registered in terms of the scheduled trades and occupational bylaws of the relevant municipality, and should be in a possession of a Waste Licence if the Licensee performs any Waste Listed Activity in respect of which a Waste Management Licence is required in accordance with Section 20(B) of the National Environmental Management: Waste Act, 2008 (Act No 59 of 2008).
4. The Licensee may not act or purport to act on behalf of the Authority or to represent it in any way. The Licensee is not the mandatory, agent or employee of the Authority arising out of the issue of this Licence. The Authority shall not be liable, vicariously or otherwise, for the acts or omissions of the Licensee.
5. The Licensee acknowledges and agrees that the Authority may disclose any or all of the information provided by the Licensee to law enforcement, government and regulatory agencies and the Licensee releases and indemnifies the Authority from and against all losses, claims, damages, costs, liabilities, actions and causes of action arising out of or in any way connected with the disclosure or release of any information provided by the Licensee to such bodies.
6. The Licensee shall comply with all relevant management systems, policies and procedures and directives of the Authority.
7. The Licensee shall not be permitted to make use of sub-contractors in terms of this Licence, without the prior written consent of the Authority.
8. The Licensee shall make available to the Authority a list of all sub-contractors utilised by the Licensee in pursuance of its waste disposal operations in the Port. The list shall include the entity's registered company name, address and contact details. If additional or new sub-contractors are utilised post issuance of the Licence, it is incumbent on the Licensee to provide the Authority with an updated list.
9. Notwithstanding any sub-contracting by the Licensee, the Licensee shall always remain fully and primarily responsible for compliance with the terms and conditions of this Licence, and any non-compliance by a sub-contractor shall be deemed to be non-compliance by the Licensee.
10. Should any organ of state, including a municipality or a provincial or national department responsible for water or environmental affairs, issue the Licensee with a notice pertaining to non-compliance or institute legal proceedings against the Licensee, the Licensee shall immediately inform the Authority of such notice or legal proceedings.
11. A copy of this Licence shall be kept at the premises of the Licensee as well as within all vehicles of the Licensee when entering the Port. On request, the Licence must be made available to the SAPS, Port Security personnel and the Authority.

12. The Licensee shall maintain a complaints register at its premises relative to complaints made against the Licensee whilst operating within the limits of the Port, and such register must be made available for inspection by the Authority. The complaints register must include the following information on the complainant; name, physical address, telephone number, date and time when the complaint was registered and the nature of the complaint. The register should, relative to the nature of the complaint, provide fields for noise, dust and offensive odour complaints.

SAFETY, HEALTH, ENVIRONMENT AND EFFICIENCY

13. Waste disposal must be performed diligently, safely and without deliberate or undue delay.
14. The Act requires the Licensee to provide reliable, efficient and economical port services and facilities to port users in accordance with the conditions of the licence granted to it.
15. The Licensee shall ensure that during the loading, removal, transportation, and disposal of waste, all necessary and reasonable measures are taken by it to prevent the spillage of waste within the Port or onto third party property.
16. All chemicals used by the Licensee within the Port shall be bio-degradable and the Licensee shall ensure that chemicals will not contaminate storm water and / or cause any damage or harm to the environment.
17. All waste receptacles including skips, placed within the port by the Licensee must clearly display the name and an all hours contact number of the Licensee on both sides of such receptacles.
18. The Authority reserves the right to relocate any waste receptacle within the port that may endanger the health and safety of port users or the environment or hamper port operations in any manner.
19. Decanting of waste receptacles, including skips, outside of designated waste storage or transfer areas within the port is strictly prohibited unless authorised in writing by the Authority.
20. The Licensee shall ensure that all its waste receptacles that are placed within the Port which reach capacity are covered with a weather-proof tarpaulin and promptly removed.
21. All waste receptacles, including skips, supplied by the Licensee to any area within the Port shall be structurally intact, leak proof and marked in accordance with the type of waste it is to be utilised for i.e. General Waste, Hazardous (Infectious), Hazardous (Asbestos), Hazardous (Hydrocarbons), Hazardous (Mixed Waste).
22. Where spillages occur, which could cause adverse health or environmental impacts or nuisance, urgent corrective measures must be taken by the Licensee to contain or minimise the spillage. Remediation, if required, shall be carried out to the Authority's satisfaction and/or any other government agency.

23. The Licensee shall be liable for and bear all costs of making good any damage or harm caused by it or its employees to any person, or area within the Port, public road, path or street, private or third party property, and the environment including but not limited to fauna and flora.
24. Copies of the registered landfill site permits obtained by the Licensee shall be made available to the Authority upon request.
25. The Licensee shall have all waste safe disposal certificates, duly completed and signed, available at all times, and shall make these available to the Authority for inspection upon request.
26. The Licensee shall ensure that all waste safe disposal certificates are accompanied by the manifest documents and weighbridge certificates from a landfill site, designated in terms of relevant legislation.
27. The Licensee shall, in the first week of each and every calendar month submit to the Authority a detailed statistical report on waste removed from the Port for the preceding month. The report shall include the type of waste, mass of each type and place of disposal. The report shall also include the volume and type of waste recycled for the preceding month.
28. Any incidents or accidents that may impact in any way on the environment shall be reported immediately to the Authority by the Licensee.
29. Any injury on duty (IOD), or fatality within the Port, shall be reported immediately to the Authority and to any applicable statutory body within the appropriate timeframe.
30. The Authority may conduct random Safety, Health, Environmental and related audits without prior notification, in terms of section 63 of the Act, to assess the Licensee's compliance with the conditions in this licence, including compliance with all relevant laws , whether specifically listed in the Licence or not.
31. The Licensee shall submit to the Authority an Operational Environmental Management Plan ("OEMP"). The OEMP submitted to the Authority shall be adhered to at all times. The Authority may, where it deems necessary, require the Licensee to make amendments to the OEMP due to operational changes, new controls, new and emerging risks, omissions, or legal provisions.

EMPLOYEES

32. The Licensee must ensure its employees are trained and undergo continuous re-training as may be required by applicable legislation and / or annually for the duration of this Licence and the costs thereof will be borne by the Licensee.
33. All employees of the Licensee must be in possession of a valid access permit issued in terms of the Port Rules.
34. All employees of the Licensee shall be neatly and uniformly attired, with the name and identification mark of the Licensee conspicuously displayed on their attire when such employees are within the precincts of the Port.
35. All personnel shall wear the protective clothing prescribed in the Port Rules.

36. The Licensee must ensure the driver of each of the vehicle(s) entering the Port is in possession of suitable protective equipment during loading, removal and transportation, consolidation (if applicable) and disposal of the waste and is in possession of a valid driver's licence and applicable permits at all times.

MOTOR VEHICLES

37. Each motor vehicle used by the Licensee in the Port in excess of one and a half tonne carrying capacity shall bear the name of the Licensee in a conspicuous place, or in such manner as the Authority may from time to time stipulate.
38. The Licensee shall ensure that all sub-contractors vehicles and other equipment utilised in the pursuance of the Licensee's operation, shall bear the name of the Licensee in a conspicuous place, or in such manner as the Authority may from time to time stipulate.
39. All motor vehicles used for the transport of employees within the precincts of the Ports shall be closed top motor vehicles.
40. All waste receptacles, including skips containing waste that is being transported within the Port, must be secured to the vehicle and securely covered with a weather-proof tarpaulin.
41. The Licensee shall ensure that all vehicles that enter the Port are comprehensively insured, roadworthy and duly licenced to perform the waste disposal service, with all the requisite road transport permits.
42. The Licensee shall ensure that at no time are its vehicles overloaded in the Port.

INSURANCE

43. Public liability insurance shall be effected and maintained at all times. The extent of public liability insurance may be adjusted by the Authority on an annual basis, or after consultation with the Licensee.
44. Upon request, the Licensee shall furnish proof to the Authority of the continued existence and validity of such insurance and the regular payment of all premiums due under the policy.
45. The Authority shall not be liable should it at any stage be established that the insurance obtained is inadequate or insufficient for any reason whatsoever, or should the relevant insurer for any reason refuse or be unable to meet its liabilities in terms of the said policy.

STATUTORY CONDITIONS

46. In terms of section 62(2) of the Act, the Licensee must:
 - a.) Within three months after the end of each financial year, submit to the Authority a report of its licenced operations during that financial year, including:
 - i. the quality and level of its service in the financial year under review. The quality and level of service standards are established as the internationally accepted performance norms published by various institutions involved in the maritime industry, namely the IMO, the World Bank and others;

- ii. its compliance with the terms and conditions of its licence, the Act and the regulations;
 - iii. steps taken to eliminate anti-competitive and discriminatory practices;
 - iv. its audited annual financial statements; and
 - v. the quality and level of performance with regard to such environmental criteria and social responsibility requirements as may be set by the Authority or required by other national legislation.
- b.) From time to time, and where applicable, submit to the Authority such statistical information relating to its licenced operations as may reasonably be required by the Authority.
47. In terms of sections 62(3) and (4) of the Act, the Authority may require a Licensee, at the Licensee's cost, to submit such additional information as may be necessary to explain or amplify any report or information submitted by the Licensee. Any information required by the Authority must be lodged by the Licensee within the period and in the manner determined by the Authority.
48. In terms of section 62(5) of the Act, the Licensee must, within 24 hours of its occurrence or discovery, inform the Authority of:
- a.) any change in the control of the Licensee;
 - b.) any industrial dispute between the Licensee and its employees;
 - c.) any industrial accident or disaster involving any employee or agent of the Licensee;
 - d.) any occurrence of fire within its premises within the port;
 - e.) any theft or pilferage within its premises or any theft or pilferage involving any cargo in its possession or control;

- f.) any proceedings or claim instituted or made against the Licensee which could materially affect its ability to perform any obligation or to comply with any term or condition of its licence; and
- g.) any spillage or pollution that may have an impact on the environment.

TRANSFER

49. In terms of section 59 of the Act, a licence may not be transferred to any third party without the prior written consent of the Authority and any transfer of a licence without such consent is of no force or effect. If the members of a licenced close corporation or shareholders of a licenced company alienate some or all of their interests or shares, prior written consent must be obtained if the transfer of shares or of membership interest results in a change of control of the licensee. In the case of a listed public company, a sale of more than 35% of the shareholding requires approval.

DIRECTIVES

50. In terms of section 61(1) of the Act, the Authority may give directives with respect to standards of performance and procedures to be observed by the Licensee:
- a.) to ensure the reliability of the supply of port services and facilities; or
 - b.) In the interest of public safety or the environment.
51. Before issuing a directive, the Authority must give written notice to the affected Licensee:
- a.) indicating the intention to issue the directive;
 - b.) setting out the reasons why it is considering issuing the directive; and
 - c.) affording the Licensee a reasonable opportunity to make representations as to why the directive should not be issued.

CANCELLATION AND SUSPENSION

52. In terms of section 60(1) of the Act, the Authority may cancel or for a reasonable period suspend this licence, if:
- a.) the Licensee contravenes or breaches any condition of its licence, any provision of the Act or the regulations, or any directive issued by the Authority in terms of the Act;
 - b.) the Licensee is sequestrated, liquidated or placed under judicial management;
 - c.) the Licensee has made any assignment to, or composition with, its creditors; or
 - d.) the safety of vessels and persons within ports or the national security of the Republic so requires.
53. Prior to cancelling or suspending a licence or issuing a directive, the Authority, in terms of section 60(3), will give written notice to the Licensee:
- a.) indicating the intention to cancel or suspend the licence or the intention to issue a direction;
 - b.) setting out the reasons why it is considering cancelling or suspending the licence or issuing the direction; and
 - c.) affording the Licensee a reasonable opportunity to make representations as to why the licence should not be cancelled or suspended or the direction should not be issued.

54. Where a licence is cancelled or suspended, the Authority may, if it considers that such cancellation or suspension would materially affect the movement of cargo or passengers in a port:
- a.) provide the port service or operate the port facility;
 - b.) engage any employee of the Licensee, or any third party, to carry out functions as directed by the Authority; and
 - c.) recover any expenses from the Licensee concerned.

MODIFICATION

55. The Authority may modify the terms and conditions of this licence. Prior to modification, the Authority will give written notice to the Licensee:
- a.) indicating the intention to modify the terms and conditions of the licence;
 - b.) setting out the reasons why it is considering modifying the terms and conditions of the licence; and
 - c.) affording the Licensee a reasonable opportunity to make representations as to why the terms and conditions should not be modified.

Acceptance and Acknowledgement of above:

Name:

Designation:

Date: