



Solar Power

AFRICA

THE LEADING SOLAR & ENERGY STORAGE EVENT IN AFRICA

16 – 18 FEBRUARY 2022

CAPE TOWN INTERNATIONAL CONVENTION CENTRE

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CONTRACTOR MANDATORY FORMS

SOLAR AFRICA
POWER

 messe frankfurt

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MANDATORY FORMS

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MESSE FRANKFURT SOUTH AFRICA

	Authorised by:	
	Date Authorised:	
	Document Number:	

Protection of Personal Information Consent

("The Client")

And

Messe Frankfurt South Africa

("The Company")

1. This agreement will be applicable to all personal information as defined in the Protection of Personal Information Act, 4 of 2013 ("POPI").
2. By either Party submitting any personal information to the other, the disclosing Party unconditionally and voluntarily, consents to the processing of the submitted personal information for any and all purposes related to this agreement.
3. The Parties agree and consent that its personal information may be processed by, or on behalf of either of the Parties for the purposes set out in the Agreement.
4. The Parties shall at all times comply with its obligations and procure that each of its Affiliates comply with their obligations under POPI.
5. The Parties shall ensure that any personal information that is processed by it in the course of performing its obligations under the Agreement is done in accordance with POPI.
6. Each Party shall not process, disclose, or use personal information except:
 - 6.1. to the extent necessary for the provision of Services and/or Products under the Agreement; or
 - 6.2. to fulfil their own obligations under the Agreement; or
 - 6.3. as otherwise expressly authorised by the other Party in writing.
7. Each Party shall not disclose any personal information to any Third Party without the other Party's prior written consent in each instance, other than to the extent required by any Regulator or Law.
8. In the event the other Party providing such consent necessary for the disclosure of personal information to a Third Party, each Party shall:
 - 8.1. make such disclosure in compliance with POPI; and
 - 8.2. enter into a written agreement with the applicable Third-Party recipient of such personal information that requires such Third Party to safeguard the personal information in a manner no less restrictive than each Party's obligations under these terms.
9. The Parties shall implement and maintain an effective security safeguards that includes, but is not limited to administrative, technical, and physical safeguards, and appropriate technical and organisational measures, in each case, adequate to insure the security and confidentiality of personal information, and to protect against any anticipated risks to the security or integrity of personal information, protect against unauthorized access to or use of personal information, protect personal information against unlawful processing or processing otherwise than in accordance with this agreement, and protect against accidental loss, destruction, damage, alteration or disclosure of personal information.
10. Without limiting the foregoing, such safeguards and measures shall be appropriate to protect against the harm that may result from unauthorised or unlawful processing, use or disclosure, or accidental loss, destruction, or damage to or of Personal Information and the nature of the personal information, and shall maintain all safeguard measures as is required by POPI.

11. Each Party shall not use, process, store, transfer or permit access to any personal information across the borders of South Africa, without the written consent of the other Party.
12. In the event of any actual, suspected, or alleged security breach, including, but not limited to, loss, damage, destruction, theft, unauthorized use, access to or disclosure of any personal information, each Party shall:
 - 12.1 notify the other Party as soon as practicable after becoming aware of such event;
 - 12.2 provide the other Party with all information regarding the breach in the Party's knowledge and possession to allow the Party to ascertain what has occurred and which personal information has been affected.
 - 12.3 promptly take whatever action is necessary, at each Party's own expense, to minimise the impact of such event and prevent such event from recurring.
13. The Client hereby consents to the Company sharing the personal information as provided for herein cross border. Should the Client's personal information be shared cross border, the personal information will not be subject to less protection than it enjoys in terms of South Africa's data privacy laws.

Client name _____ **Client signature** _____

Signed at _____ **on this** _____ **day of** _____ **20** _____

By the client who warrants their authority

Company name _____ **Company signature** _____

Signed at _____ **on this** _____ **day of** _____ **20** _____

By the company who warrants their authority

AGREEMENT TO BE COMPLETED AND SUBMITTED BY THE CONTRACTOR PRIOR TO BUILD-UP

Company Name:		Stand No:	
Mobile No:		Signature:	
E-mail:			

INDEMNITY

The Contractor certifies that all contracting workmen, staff or sub-contractors recognize all the inherent hazards that exist and that the Contractor;

Enters into an agreement with the Organizer and thereof waives any claim of whatsoever nature against the Organizer and its employees, agents and / or mandataries in respect of any loss, damage and / or injury whether same is as a result of any negligent act or omission on the part of the Venue, its employees, agents and /or mandataries or other independent exhibitors / contractors or by third persons or by way of defective equipment or materials supplied by the Organizer, nothing at all excepted and further the Contractor undertakes that:

I, _____ duly authorized to bind the Contractor hereby acknowledge and accept the above terms and agree that All Parties engaged on the said Agreement work shall adhere to all the relevant regulations and Event Terms And Conditions.

Signature of Contractor

Date

AGREEMENT TO BE COMPLETED AND SUBMITTED BY THE CONTRACTOR PRIOR TO BUILD-UP

Without receipt of this form, the Organizer reserves the right to withhold access to the stand / work area.

Company Name:		Stand No:	
Mobile No:		Signature:	
E-mail:			

Health and Safety Contractors Agreement
(In terms of Section 37 (2) of the Occupational Health & Safety Act of 1993)

Written agreement between
Messe Frankfurt South Africa (PTY) LTD (Organizer)
(Registration 2003/012904/07)

And (**Contractor**)

(Registration No: _____)

(Exhibitor, Mandatory or Contractor)

as envisaged by Section 37(2) of the Occupational Health and Safety Act 85 of 1993
(as recorded on Annexure A)

I, _____ representing _____ do hereby acknowledge that I/the Mandatory am/is an employer in my/its own right with duties as prescribed in the Occupational Health and Safety Act no.85 of 1993 as amended, and agree to ensure that all work performed, or machinery and plant used, will be in accordance with the said Act. I/We furthermore agree to comply with the requirements of the **Organizer** contained in the documents attached hereto or as notified to me/us from time to time in writing by, and to liaise with the **Organizer** (or its appointed Safety representative) should I/we, for whatsoever reason, be unable to perform in terms of this agreement.

I, _____ in my capacity as the owner/member/director/manager of _____ hereby appoint _____ my representative and responsible person to supervise all work on the premises of the **Venue** Should there be any accidents/injury to any of my employees, our Workmen's Compensation Commissioner No. is _____

I/We hereby indemnify the **Organizer** against any liability, loss or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries or the death of any person whomsoever (including claims by my/our employees and their dependents) or consequent on loss of or damage to any moveable or immovable property arising out of or caused by or in connection with the execution by me/us of all or any work as envisaged in terms hereof.

Signed this _____ day of _____ 20____, at _____

Signed on behalf of: _____

Signed on behalf of: _____ (mandatory)

ANNEXURE "A"

Company Name:		Stand No:	
Mobile No:		Signature:	
E-mail:			

Terms & Conditions

- 1 All requirements of Occupational Health and Safety Act 85 of 1993 and Regulations (as amended) shall be adhered to
- 2 Any other statutory requirements pertaining to the area of Exhibition shall also be adhered to.
- 3 Section 37 – Acts or omissions by employees or mandataries. Subsection 2 states that the employer shall be liable for any acts or omissions by any of his/their/its employees and/or mandataries, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act; Read in conjunction with Section 41.
- 4 When any activity during build-up and/or breakdown periods, is of such nature that it could cause injury to any one, or damage to the environment, all reasonable practicable preventative measure shall be implemented to ensure the health, safety and/or impact upon the environment.
- 5 No dumping of any hazardous chemical substances is permitted into any drains and/or waste bins. Same shall be disposed of in terms of the Hazardous Chemical Substances Regulations of the Occupational Health and Safety Act 85 of 1993;
- 6 Should any chemicals, gases and/or substances be required to be used during build-up, breakdown and/or show periods then all relevant material safety data sheets are required on site (where required in terms of the Act)
- 7 All Certificates of Compliance will be provided in original format (copies unacceptable) to the Organized or his/her Safety Representative
- 8 Be advised that this agreement places the onus on the mandatory to contact Messe Frankfurt South Africa (Pty)Ltd in the event of inability to perform as per this agreement. Messe Frankfurt South Africa (Pty)Ltd however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement
- 9 All mandataries are to provide and ensure the correct use of personal protective equipment by their employees at their cost at all times
- 10 All mandataries are to maintain and ensure that all electrical apparatus and safety equipment is kept in a safe working condition at all times.
- 11 In terms of Section 16 (3) of the Occupational Health and Safety Act no. 85 of 1003, no appointment(s) will relieve a Contractor (employer) to (the contractor or sub-contractor) of any responsibility or liability under this Act.

On Site Legal Compliance

- 1 List of all the contractors sub-contracted by the Principal Contractor for the stage, control tower and lighting, sound and AV. According to discussions
- 2 Copy of the S37.2 agreements in terms of the Occupational Health and Safety Act, 1993 (OHSA) entered into with these companies
- 3 If not incorporated under S37.2 agreements, copies of all the appointments of contractors into Regulation 5(3)(b) Construction Regulations (CR)
- 4 Copy of Principal Contractor's health and safety plan Regulation (5)1 CR (documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified)
- 5 Copy of the H & S plans of the contractors as referred to above.
- 6 Copy of the risk assessment performed by the Principal Contractor S8 OHSA and Regulation 7.1 CR
- 7 Copy of the risk assessments performed by the contractors aforementioned
- 8 Scope of work to be performed by the principal Contractor if not specifically defined in the contractor agreement between client and the Principal Contractor
- 9 Scope of work to be performed by each contractor appointed by the Principal Contractor if not specifically defined in the contractor agreement between the Principal Contractor and the Contractor
- 10 Copy of the OHS representative's appointment by the Principal Contractor

Company Name:		Stand No:	
Mobile No:		Signature:	
E-mail:			

Staff Uniforms and Accreditation

The contractor and any person engaged in the contract work must wear company identifiable clothing.

During the Build-up period ALL exhibitors and their contracted staff or agents must report to the Identified Production Office and receive wristband identification PRIOR them entering the Exhibition halls and areas. (Any person found on site without wristband accreditation will be removed by security)

During the actual Exhibition and show period ALL exhibitors and contracted staff must wear issued identification badges. These badges MUST be collected PRIOR the start of the show. Exhibitor badges CANNOT be "passed on" or use as general admission passes. Any person found admitting entrance to the show with Exhibitor badges will be expelled by security and the Exhibitor badges retained by the Organizer.

During the Strike-out period ALL exhibitors and their contracted staff or agents must report to the Identified Production Office and receive wristband identification PRIOR them entering the Exhibition halls and areas. (Any person found on site without wristband accreditation will be removed by security)

The on-site security service provider has the right to challenge any person / worker / agents with regards their credibility to be on site.

Safety File Checklist

- Occupational Health & Safety Act Contract 37 (2) between Client / Exhibitor & Contractor.
- Public Liability Insurance Cover (Copy of Proof)
- Occupational Health & Safety Policy Appointments
- Technical drawings & floor plans
- "Appointment" in writing by Client
- Risk Assessment Regulation (71)
- Fall Protection Plan Section 8
- Electrical Installation Plan / Certificates of Compliance
- All Structural Engineer's Certificates (stands over 3 meters)
- General Machinery Regulation (GRM2)
- COID Registration Number
- Lifting Equipment
 - Operator's Licence
 - Performance Test
 - Maximum Capacity Certificate
- Incident Management (Personal Protective Equipment) PPE Register
- Workman's Compensation Incident Form (Fill in with company details)

To be submitted DIRECTLY TO LODGE prior to show or at accreditation together with safety file

Lodge Security Events – Terence

Fax to: +27 11 706 6714

Phone: 083 390 7252

E-mail: terence@lodgevents.co.za

Company Name:		Stand No:	
Mobile No:		Signature:	
E-mail:			

- 1 All requirements of the Venue Health, Safety and Environmental Management Specifications for the Exhibition or any of the provisions of the Occupational Health and Safety Act and any amendments shall be complied with.
- 2 The Occupational Health and Safety Indemnity form will be signed marked Form D-2.
- 3 Exhibitors/Contractors/Tenants, supervisors and employees will be required to observe and adhere to all the Venue's Health, Safety and Environmental Management Specifications for the Exhibition or any of the provisions of the Occupational Health and Safety Act as per Section C - Health & Safety Instructions for Contractors.
- 4 All work by Exhibitors/Contractors/Tenants shall be under the supervision of a delegated competent person who has been appointed in writing.
- 5 The Venue management reserves the right to search any persons entering, or leaving the premises.
- 6 When work is to be done after hours including weekends, arrangements have to be made with the appointed safety officer representing the Tenant
- 7 All structure work performed by the Exhibitors/Contractors/Tenants in terms of the definition "Structure" as defined under the Construction Regulations shall be strictly in accordance with the Construction Regulations GNR 1010 of July 2003.
- 8 The Venue management reserves the right to add to the Venue. Health, Safety and Environmental Management Specifications for the Exhibition as it may be deemed necessary.

AGREEMENT TO BE COMPLETED AND SUBMITTED BY CONTRACTOR PRIOR TO BUILD-UP

Without receipt of this form, the Organizer reserves the right to withhold access to the stand / work area.

Company Name:		Stand No:	
Mobile No:		Signature:	
E-mail:			

I, _____ the duly authorized to represent _____ (Company) ("The Tenant") in my capacity as a _____ of the Exhibitor Company, hereby confirm that:

I accept full and exclusive responsibility for compliance by myself the Tenant and all persons who are employed by me the Tenant, to the provisions of the Venue Health, Safety and Environmental Management Specifications for the Exhibition or any of the provisions of the Act, Act 85 of 1993 (as may be amended) and all Regulations promulgated from time to time.

I acknowledge receipt of the Venue Health, Safety and Environmental Management Specifications for the Exhibition and will ensure that all employees in my employment abide by them. I further declare that we are registered with the Compensation commissioner, are in good standing and registered with the relevant Registration Board and class corresponding to the value of the work performed, and all assessments are fully paid up-to-date.

I hereby appoint _____ as my representative in all instances during which I am not personally present during the performance of the work, until further notice.

Signature of Exhibitor

Date

Acceptance by Appointee

I, _____ hereby accept the responsibility as stated above and to be present where the work is or will be performed in all instances where the representative of "The Tenant" cannot be present.

The Exhibitor Representative

Date

To be submitted together with safety file

AGREEMENT TO BE COMPLETED AND SUBMITTED BY CONTRACTOR PRIOR TO BUILD-UP

Without receipt of this form, the Organizer reserves the right to withhold access to the stand / work area.

Company Name:		Stand No:	
Mobile No:		Signature:	
E-mail:			

Contractor appointed:

Venue:

Exhibitor:

Date:

AGREEMENT FOR THE USE OF THE SERVICES OF A CONTRACTOR

Entered into

and Be-

tween

Messe Frankfurt South Africa (Pty)Ltd

Registration Number: 2003/012904/07

(Hereinafter referred to as **The Organizer**) of

Address

Building 22a First Floor The Woodlands Office Park, 20 Woodlands Drive

Woodmead, Sandton

And

Registration Number: _____

(Hereinafter referred to as **The Contractor**

Of Ad-
dress

1 INTRODUCTION

To ensure that Exhibitors and their appointed Contractors adhere to the Venue and City of Johannesburg by-laws Occupational Health and Safety requirements.

Regulations defining roles and responsibilities have been compiled for Exhibitor and their appointed Contractors, agents, suppliers and their employees to conform to, whilst they perform services during the Exhibition at the Venue.

All main Exhibitors will ensure that any appointed contractors, agents, suppliers and their employees receive a set of these regulations, have it signed and returned to Contractor Accreditation before such time that the contract work is to be undertaken.

2 CONTRACT WORK:

- 2.1 The contract work shall be performed precisely in accordance to that agreed upon as per the terms and conditions of Exhibitor lease presented and in a safe and responsible manner and to this end, the contractor certifies that he is fully conversant with the provisions of the Occupational Health and Safety Act No.85 of 1993 (OHSACT) and that his employees, agents and mandataries have similar knowledge.
- 2.2 No contractor shall commence work on the property or on the events site unless and until he had received permission to do so from the project Manager and has presented a complete Exhibitor & Contractor Compliance file which will contain the following:
- Occupational Health and Safety Act Contract 37 (2) between Client / Exhibitor & Contractor.
 - Public Liability Insurance Cover (Copy of Proof)
 - Occupational Health & Safety Policy Appointments.
 - Technical drawings and floor plans.
 - "Appointment" in writing by Client
 - Risk Assessment Regulation 7(1)
 - Fall Protection Plan Section 8
 - Electrical Installation Plan / Certificates (CoC's)
 - All Structural Engineer's Certificate (stands over 3 meters)
 - General Machinery Regulation GRM2
 - COID Registration Number.
 - Lifting Equipment:
 - Operator's License
 - Performance Test
 - Maximum Capacity Certificate
 - Incident Management (Personal Protective Equipment) PPE Register
 - Workman's Compensation Incident Form (Filled in with Company details)
- 2.3 The contractor hereby certifies that all electrical and mechanical equipment, which will be brought onto the property of the Exhibition and the Venue and used during the duration of the contract, conform to the regulations and is safe to use. Further, the contractor understands that should it come to the attention of the Organizer or their representatives that such equipment does not meet the required standards, the Project Manager can order suspension of work until such time as such equipment is repaired satisfactorily.
- 2.4 No excavations of any sort shall be commenced at any time during the contract work, or stakes driven into the ground, unless and until the Project Manager grants permission.
- 2.5 Before any welding operation or hot work is commenced, permission should be sought from the Project Manager.
- 2.6 No work shall be undertaken unless a competent person detailed in terms of the OHSACT does it; or by one who is supervised by a competent person.

- 2.7 During the term of contract, the contractor shall take all steps to ensure that the Exhibition and the Venue work area remains reasonably clear of waste and any hazardous material or substances and on completion of such work, the contractor shall make good and leave the work site cleaned and tidy. Any costs or removal of such waste etc., shall be borne by the contractor.

3 TOOLS AND EQUIPMENT

- 3.1 The contractor shall not be permitted to use any of the Exhibition or Venue equipment save in exceptional circumstances when the intended user thereof will be required to sign an 'at own risk' indemnity in favour of the property.
- 3.2 The contractor shall provide his own tools and equipment and these shall remain under lock and key when not in use and the Project Manager shall not be liable for any loss thereof or damage thereto, however caused.

4 REMOVAL OF ITEMS

- 4.1 The contractor and any person engaged in the contract work shall not remove any item from the Exhibition or Venue site that is not their property or without the permission of the Organizer and its appointed Health and Safety Representative and that a goods removal form is signed, when required.

5 MOVEMENT ON THE COMPANY'S PROPERTY

The Contractor shall advise all those under his control that movement about the Exhibition and the Venue other than in the area of Contract work, is strictly forbidden unless special permission from the Project Manager is attained.

6 CLOTHING AND SAFETY APPARATUS

Appropriate clothing shall at all times be worn on site and safety apparatus and equipment used. Please refer to the Exhibition and Venue internal policies on clothing, safety equipment as per the OHSACT.

7 COMBUSTIBLES AND FLAMMABLES

- 7.1 No combustible and / or flammable material will be permitted on or stored at the Exhibition and Venue or on the event site without permission of the Organizer and/or its Health and Safety Representative or Project Manager appropriate to the storage.
- 7.2 Should the contractor engage in some work that could cause a fire, he should first report this to the Mobile Venue Operations Centre or the appropriate Health and Safety Representative before commencing such work.

8 DAMAGE TO PROPERTY

- 8.1 Should any property belonging to or in the care of the contractor or any other person engaged in the contract work be damaged, the Exhibition and the Venue shall not be liable for same, however cause and the contractor fully indemnifies the Exhibition & the Venue in respect thereof.
- 8.2 Should any property belonging to the Exhibition and Venue be damaged, such damage should immediately be reported to the Mobile Venue Operations Centre, the Organizer or its appointed appropriate Health and Safety Representative and the contractor shall be liable to compensate the Exhibition and the Venue should there be a loss or damage to the said property be as a result of the negligence or otherwise of a 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 the Project Manager shall not be responsible and the contractor indemnifies the Exhibition and the Venue accordingly.

9 ACCIDENTS

Any accident or injury shall be reported immediately to the Mobile Venue Operations Centre or appropriate Health and Safety Representative, and shall be reported in terms of the OHSACT, same shall be reported by the contractor to the Inspector and proof of such report shall be given to the Project Manager

10 LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

The contractor shall ensure that no liquor, drugs, dangerous weapons or firearms shall be brought onto the Exhibition and the Venue premises or event site by any of its staff or sub-contracting staff.

11 SEARCHES

The contractor and any person engaged in the contract work may at any time be searched by the Appointed Property or Event Security Contractor and all packages, suitcases, etc., must be presented to the security officer for examination prior to being brought onto or taken off the Exhibition and Venue property or the event site.

12 STAFF UNIFORMS

The contractor and any person engaged in the contract work must wear company identifiable clothing. No person may enter or work at the venue unless they have been issued with Build-Up or strike out identification.

13 OHSACT RESPONSIBILITIES

13.1 To ensure the centralized Safety and Security function is maintained a mobile Venue Operations Centre (VOC) will be deployed from the first build-up day until the last strike-out day on the venue site.

13.2 The centralized Mobile VOC number will be published during build up and will be manned 24 hours per day on the venue site.

13.3 All Exhibitors, their agents or sub-Exhibitors and suppliers will be expected to report to Contractor Accreditation on arrival to be identified, sign in / and out and should the need arise, sign for any storage, suite or container keys. The Contractor shall familiarize himself with the work area and all of its risks existing thereon and undertakes to report to the Project Manager or appropriate Health and Safety Representative, of any hazard to health and safety which arises during the contract working the area concerned and over which the contractor may have no control.

13.4 Further in terms of Section 37(2) of the OHSACT it is hereby agreed that the contractor shall be responsible for the full and

proper implementation of the terms and provisions of the Act and its regulations in the area in which work is to be undertaken by the contractor.

13.5 The contractor shall be responsible for the wellbeing, in relation to health and safety of all persons coming upon / into such area in accordance with that legislation, subject to any directives issued by management of the company.

13.6 The nature of the work to be done by Contractor is the following:

13.7 All necessary and appropriate safety / health equipment shall be issued by the Contractor to all persons working on or coming into the area of work.

14 INDEMNIFICATIONS

The contractor certifies that all contracting workmen or staff or sub, Exhibitor recognize the inherent hazards that exist and that the contractor enters into an agreement with the Exhibitor and the Venue at its own risk and thereof waives any claim of whatsoever nature against the Exhibitor and the Venue, its employees, agents and / or man dataries in respect of any loss, damage and / or injury whether same is as a result of any negligent act or omission on the part of the venue, its employees, agents and /or man dataries or other independent Exhibitors or by third persons or by way of defective equipment or materials supplied by the Company, nothing at all excepted and further the contractor;

I _____ being the person who is duly authorized to bind contractor hereby acknowledge and accept the above terms and agree that the contractor and all persons engaged on the said contract work shall adhere to all the above regulations.

(Signature of the Contractor)

Date