



Solar Power

AFRICA

THE LEADING SOLAR & ENERGY STORAGE EVENT IN AFRICA

16 – 18 FEBRUARY 2022

CAPE TOWN INTERNATIONAL CONVENTION CENTRE

www.solarpowerexpo.co.za

EXHIBITOR MANDATORY FORMS

SOLAR AFRICA
POWER

 messe frankfurt

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 agrees 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 EXHIBITOR PRIOR TO BUILD-UP

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

INDEMNITY

The Exhibitor certifies that all contracting workmen, staff, sub-exhibitors or sub-contractors recognise all the inherent hazards that exist and that the Exhibitor;

Enters into an agreement with the Organiser and thereof waives any claim of whatsoever nature against the Organiser 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 Organiser, nothing at all excepted and further the Exhibitor undertakes that:

I, _____ duly authorised to bind the Exhibitor 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 Exhibitor

Date

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

Without receipt of this form, the Organiser 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 (Organiser)
(Registration 2003/012904/07)

And **(Exhibitor)**

(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 **Organiser** contained in the documents attached hereto or as notified to me/us from time to time in writing by, and to liaise with the **Organiser** (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 **Organiser** 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: _____

(mandatory)

Signed on behalf of:

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 or 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 Organised 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 an Exhibitor (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 agreement, copies of all the appointments of contractors it 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