

SAFETY HEALTH & ENVIRONMENTAL SPECIFICATIONS FOR CONTRACTORS

A. INFORMATION

Ardagh Glass Packaging Site:	
Ardagh Glass Packaging Site Address (Legal Domicile):	
Name of the Ardagh Glass Packaging Responsible Person:	
Designation of the Ardagh Glass Packaging Responsible Person:	
Contact Details of the Ardagh Glass Packaging Responsible Person (Telephone number and email address):	
Signature of the Ardagh Glass Packaging Responsible Person:	
Date of Signature:	
Name of Contractor (Legal Entity Name):	
Contractor's Address (Legal Domicile):	
Name of the Contractor's Responsible Person:	
Designation of the Contractor's Responsible Person:	
Contact Details of the Contractor's Responsible Person (Telephone number and email address):	
Signature of the Contractor's Responsible Person:	
Date of Signature:	
Description of Project / Services / Work to be undertaken by the Contractor:	
Planned Date of Commencement of Work:	
Planned Date of Completion of Work:	



List of all Sub-Contractors to be appointed by Contractor:	
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B. CONTACT LIST

	Name	Cell Number
Site Engineering Manager		
Site Project Manager		
Site SHE Officer		
Electrical Foreman		
Security		
Agent		
Contractor's Contact Person on Site		
Construction Manager		
Alternate Construction Manager		
Assistant Construction Manager		
Contractor's Safety Officer		

C. INSTRUCTIONS REGARDING THIS DOCUMENT:

1. This document shall be supplied by the Company's Procurement Department at the tender stage, and the onus is on the Contractor to read and understand the legal implications and requirements. If there is not a tender process, the document will be provided to the Contractor by the relevant Company's Responsible Person with the Request for Quotation. At the very latest, this document shall be provided to the Contractor before work commences on site. In such cases the Contractor shall without undue delay inform the Company's Responsible Person of any additional unforeseen costs that will have to be incurred by the Contractor to comply with these requirements.
2. The Responsible Persons must sign in full at the space provided under INFORMATION and initial each page of this document as confirmation of understanding of, and agreement to, the content hereof.
3. All relevant information must be completed, and supporting evidence must be provided where indicated.
4. A party may change its Legal Domicile by giving notice in writing to the other party. Notices sent by courier shall be deemed as received by the receiving party on the day of delivery, or on the fifth business day if sent by post, or on the day after dispatch if sent by e-mail.
5. In instances where the Contractor is involved in commissioning/re-commissioning, or phased handovers, provisions for safe cold and hot commissioning/re-commissioning of equipment and/or handovers together with the associated responsibilities shall be formally agreed between the Contractor and the site's Engineering/Project Manager or Responsible Company Employee. Where it is deemed necessary, the phased handover requirements shall be included in the Company's order contract document.
6. If there are any changes to the recorded information in this document, a new document shall be signed by the parties.

D. MINIMUM REQUIREMENTS FOR A CONTRACTOR’S SHE FILE

Indicate YES if available and adequate, NO if not available or not adequate, and N/A if not applicable to the specific contractor or project.

	ITEM	YES	NO	N/A
1	POLICY, PLAN AND COMPLIANCE FRAMEWORK			
1.1	AGP A 8.1.5 SHE Contractor Pack (this document) signed by all relevant parties.			
1.2	The Contractor’s Appointment as a Principal Contractor for Construction Work.			
1.3	The following AGP Documents supplied to the contractor:			
a)	Contractor Access Control Register.			
b)	Construction Health and Safety Agent Appointment Letter.			
c)	Construction Principal Contractor Appointment Letter.			
d)	Construction Regulations Duties Extract.			
e)	Permit to Work Extract.			
f)	Working at Heights Guideline.			
g)	Confined Space Entry Guideline.			
h)	Risk Assessment Guideline.			
i)	First Aid Box Contents.			
j)	Site Emergency Procedures.			
k)	Site Hazardous Materials/Agents list.			
l)	Other relevant Site procedures, applicable to the contract work to be undertaken.			
1.4	Contractor’s Safety, Health and Environmental (SHE) Policy.			
1.5	<p>SHE Management Plan. The Plan must be based on the Company’s requirements, and the Contractor’s risks. The plan must at least contain the following:</p> <ul style="list-style-type: none"> a) Methods statements and safe work procedures, including safe use of machinery and equipment, and hazardous substances. This must include construction sequences where applicable. b) Monitoring mechanisms. (Audit and inspection arrangements; non-conformance reporting; corrective action; planned task observations.) c) Procedure for reporting, recording, and investigating accidents and incidents. d) Sub-Contractor management procedures. e) Disciplinary procedures for SHE violations. f) Security arrangements including site entry and exit rules. g) Identification (with drawings where appropriate) of the location of the Contractor’s site office or base of operations, available parking and traffic 			

	ITEM	YES	NO	N/A
	<p>routes, ablution and other welfare facilities, laydown and storage areas, waste storage areas, etc.</p> <p>h) SHE objectives and targets set for the project.</p>			
1.6	Proof of access to applicable legislation, including, but not limited to, copies of the Occupational Health and Safety Act and Regulations. (Since it may not be practical to keep this in the SHE File itself, the Contractor can keep this in their site offices, or vehicle if they do not have site offices. Proof of access to an electronic version is also acceptable.)			
1.7	Copy of the Construction Work Permit in terms of the Occupational Health and Safety Act, Construction Regulations, if applicable.			
1.8	Proof of Notification of Construction Work in terms of the Occupational Health and Safety Act, Construction Regulations, if applicable.			
2	INSURANCE CERTIFICATES			
2.1	Compensation for Occupational Injuries and Diseases Act (COIDA) Letter of Good Standing (LOGS) from either the Compensation Fund, FEM or RMA. Proof of payment instead of a LOGS will be accepted if valid reasons can be provided by the Contractor why a LOGS cannot be provided.			
2.2	Proof of public liability insurance of at least R 10 million.			
3	APPOINTMENTS AND TRAINING			
3.1	Organogram for project (Showing reporting lines for the project specifically).			
3.2	List of Contractor's personnel with copies of Identity Documents for all personnel on Site.			
3.3	Signed copies of all applicable legal appointments.			
3.4	Proof of appointed persons' competence (CV's, training certificates).			
3.5	Proof of AGP Induction Training attendance for all Contractor employees.			
3.6	Specialized training (as applicable to contract work) including any specialized licenses, certificates, or qualifications. This includes training of lifting machine operators.			
3.7	Toolbox talks (to be kept on the Contractor's "live" SHE File and will be checked during audits)			
4	RISK ASSESSMENTS			
4.1	Procedure for risk assessments, including a review plan. (If this is included in the SHE Management Plan under section 1, it is not necessary to repeat it here.)			
4.2	SHE Risk assessments for scope of work. (Take note that environmental impacts and risks must be included, including mitigation measures.)			

	ITEM	YES	NO	N/A
4.3	Arrangements made for continuous risk assessments (including Daily Safe Task Instructions).			
4.4	Summary list of high-risk activities.			
4.5	Proof of training / communication of risk assessments to affected employees.			
5.	FALL PROTECTION			
5.1	Fall Protection Plan based on an assessment of fall risks.			
5.2	Proof of training of affected employees on Fall Protection Plan.			
5.3	Proof of working at heights training of relevant employees.			
6.	EMERGENCY PLANNING			
6.1	Emergency Procedures including arrangements for first aid and fire protection.			
6.2	Emergency Telephone List (To include nearest hospital to site).			
6.3	List of trained first aiders and their training certificates.			
6.4	Occupational Health and Safety Act, General Administration Regulations Annexure 1 forms.			
6.5	Compensation for Occupational Injuries and Diseased Act Employer's Accident Report Form – W.CI.2			
6.6	Proof of Training of employees on Emergency Procedures.			
6.7	Fire protection and prevention, including provision of fire-fighting equipment.			
6.8	Proof of Training on use of fire-fighting equipment.			
6.9	Incident register, showing at least the date, name of person, short description of incident, root causes and corrective action taken.			
7.	PERSONAL PROTECTIVE EQUIPMENT (PPE)			
7.1	List of PPE required (or PPE Matrix).			
7.2	PPE Issue Records.			
7.3	Proof of training on use, limitations, and maintenance of PPE.			
8.	MEDICAL FITNESS			
8.1	Medical Certificates of Fitness for all employees.			
9.	HAZARDOUS SUBSTANCES			
9.1	List of all hazardous chemical agents / substances used, including name and maximum quantities.			

	ITEM	YES	NO	N/A
9.2	Safety Data Sheets of all substances on the list.			
9.3	Proof of training of affected employees on risks and safe work procedures for such substances.			
10.	WASTE MANAGEMENT			
10.1	Waste Management Plan indicating waste avoidance, minimization, re-use, recycling, recovery, and safe disposal as a last resort.			
10.2	Waste register indicating waste generated, classification (general or hazardous), volumes, disposal method and responsible waste contractor.			
10.3	Safety Data Sheets for hazardous waste where applicable.			
10.4	Safe Disposal Certificates for hazardous waste, and proof of lawful disposal for general waste.			
11.	SHE MEETINGS			
11.1	SHE Representative inspection reports.			
11.2	SHE Committee meeting minutes.			
12.	INSPECTION REGISTERS			
12.1	Machinery and equipment inspection registers.			
12.2	Area inspection registers.			

E. APPOINTMENTS

Appointment	Reference	YES	NO	N/A
OHS Act Section 16(2) Manager	OHS Act section 16(2)			
Supervisor (for work other than Construction Work)	OHS Act section 8(2)(i)			
Health and Safety Representative	OHS Act section 17(1)			
Health and Safety Committee Employer Representative	OHS Act section 19(3)			
Incident Investigator	General Administrative Regulation 9(2)			
First Aider (for Contractor with 5 or more employees on site)	General Safety Regulation 3			

Appointment	Reference	YES	NO	N/A
Trained Fire Fighter	Construction Regulation 29 and Client Specification			
Construction Contractor	Construction Regulation 7(1)(c)(v)			
Construction Manager (and Alternate)	Construction Regulation 8(1)			
Assistant Construction Manager	Construction Regulation 8(2)			
Construction Health and Safety Officer	Construction Regulation 8(5)			
Construction Supervisor	Construction Regulation 8(7)			
Assistant Construction Supervisor	Construction Regulation 8(8)			
Risk Assessor	Construction Regulation 9(1)			
Fall Protection Planner	Construction Regulation 10(1)(a)			
Temporary Works Designer	Construction Regulation 12(1)			
Temporary Works Supervisor	Construction Regulation 12(2)			
Excavation Supervisor	Construction Regulation 13(1)(a)			
Demolition Work Supervisor	Construction Regulation 14(1)			
Scaffolding Work Supervisor	Construction Regulation 16(1)			
Suspended Platform Work Supervisor	Construction Regulation 17(1)			
Rope Access Supervisor	Construction Regulation 18(1)			
Material Hoists Supervisor	Construction Regulation 19(8)(a)			
Bulk Mixing Plant Supervisor	Construction Regulation 20(1)			
Explosive Actuated Fastening Device Inspector	Construction Regulation 21(2)(b)			
Construction Vehicles and Mobile Plant Operator	Construction Regulation 23(1)(a)(i)			
Temporary Electrical Installations Controller	Construction Regulation 24(c)			
Stacking and Storage Supervisor	Construction Regulation 28(a)			
Fire Equipment Inspector	Construction Regulation 29(h)			
Work Permit Acceptor	Client Permit Standard			
Master Installation Electrician	Electrical Installation Regulation 5(4)			
Installation Electrician	Electrical Installation Regulation 5(4)			
Lifting Equipment Inspector	Driven Machinery Regulation 18			
Rigger / Banksman	SHE Specification			



**F. MANDATORY AGREEMENT IN TERMS OF SECTION 37(2) OF
THE OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993**

The following is specifically agreed:

1. This whole document, including all applicable annexures and documents referred to herein, shall constitute the Mandatory Agreement as stipulated in section 37(2) of the Occupational Health and Safety Act.
2. The Mandatory, in this document referred to as the “Contractor”, shall be regarded as an **‘employer in its own right’**, with all the duties and obligations of an employer as provided for under the **Occupational Health and Safety Act of 1993** (the Act) and the relevant sets of regulations promulgated thereunder, as well as any other laws that may relate to health and safety and environmental protection within the scope of the contract work/services performed.
3. The Contractor shall be the main risk carrier for safety, health, and environmental protection regarding its activities.
4. The Contractor hereby undertakes to comply with the Company’s health, safety and environmental rules contained herein, and other instructions that the Company may provide, as well as with all applicable legal requirements.
5. The Contractor confirms that it is aware of the Acts, By-laws, Rules and Regulations of Government, Statutory and Local Authorities relevant to the work performed and to the area in which it is to be performed and that it understands the restrictions applicable to the Site and its surroundings, regarding the hours and conditions of working, construction equipment, smoking etc. and the limits of the areas on/or about the Site to which the said restrictions apply.
6. The Contractor acknowledges that, if necessary, it will consult, prior to submitting a tender, with the Site’s SHESO, to ascertain the Site’s policies, procedures rules and regulations relevant to SHE and Security matters.
7. At all times during his work on the Company’s premises, the Contractor shall be subject to the same SHE and security disciplines applicable to the Company’s employees as discussed in the SHE induction.
8. All employees of the Company have the authority and responsibility to report to Management and/or the SHESO any non-compliance on the part of the contractor, so that remedial action may be taken.
9. The Company’s requirements in this document are additional to any requirements contained in legislation. For brevity, requirements in legislation are not repeated in this document, and the Contractor shall refer to the relevant legislation in this regard.
10. Unless a different definition is provided in this document, or a different meaning is clear from the wording of this document, definitions in the legislation will apply.
11. The Contractor shall ensure that all its employees are competent to perform the work, including conversant with all safety, health and environmental hazards, risks, and precautionary measures (controls).

12. The Contractor accepts that there are certain inherent health and safety risks associated with an industry of this nature. Although the Company takes measures to protect the health and safety of persons, the Company, its employees, or agents, accept no liability for death, injuries, diseases, or damage sustained to property by the Contractor or its employees or subcontractors. Contractors are hereby advised that they enter the premises of the Company at their own risk.
13. The Contractor shall provide this document to all its subcontractors and contractually bind them to comply with same.
14. The Contractor may not employ a subcontractor to perform work unless the subcontractor is listed in the INFORMATION Section of this document at the space provided.
15. The Contractor shall timeously advise the Company of any difficulties being experienced in meeting the requirements reflected herein.
16. In addition to legal remedies the Company may have in the event of a breach of any of the conditions of this agreement, the Company reserves the right to stop the work and summarily expel any Contractor or Contractor's employee who fails to comply with this agreement and related SHE requirements, or in other ways restrict the Contractor's operations on site until the breach is rectified.
17. The Company shall issue a safety violation notice in such instances, and the Contractor may be excluded from tendering for further contracts with the Company.
18. The Contractor understands and accepts that proof, on a balance of probabilities, of an incident, or instances of non-conformance to the requirements of this document, by the Contractor, following an investigation by the Company, may constitute a material breach of the main contract between the parties.
19. The Contractor shall be responsible and liable for any damage to the Company's plant and equipment, where such damage is attributable to work undertaken by the Contractor. Such damage shall include damage to vessel and pipe cladding, fire systems, signage, lighting, and miscellaneous instrumentation, electrical equipment, and cabling. The Contractor shall report any accidental damage to the SHESO immediately when it occurs, and conduct an incident investigation accordingly, the report of which shall be submitted to the SHESO.
20. If the Contractor does not repair such damage to the Company's satisfaction, the Contractor agrees that the associated repairs may be undertaken by the Company for the Contractor's cost.

G. COPYRIGHT/EXCLUSIVITY/CONFIDENTIALITY

- a) The Contractor hereby agrees that any work which may be subject to copyright, and which is produced by, or for, the contractor in the course of work carried out by the Contractor for the Company, vest in the Company. This includes, but is not limited to, specifications, plan drawings and/or designs.

- b) The Contractor shall not disclose anything about the contract to any Third Party. Any breach of this may result in legal action being taken by the Company against the Contractor.
- c) The Contractor is responsible for any errors or omissions in any drawings, calculations, or other particulars supplied by it, whether such information has been approved by the Company or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by the Company.

H. RULES AND SPECIFICATIONS

1. PURPOSE

- a) The purpose of this document (also referred to as “The Contractor Specifications”) is to ensure that all Contractors, on any of the Company’s Premises, conduct themselves properly and work safely, in line with legal and other requirements to which the Company subscribes, and to the commitments as stated in the Company’s SHE Policy.
- b) This document shall also serve as the health and safety specifications required by the Construction Regulations, where applicable.

2. SCOPE

These requirements apply to all Contractors entering any of the Company’s premises to conduct work and, as such, shall always be strictly adhered to.

3. DEFINITIONS AND ABBREVIATIONS

As indicated above, any definitions in relevant legislation apply and are not repeated here. The following definitions specifically relate to this document.

AGP means Ardagh Glass Packaging.

Contractor means any employer or person performing work at Ardagh Glass Packaging sites and includes all such Contractor’s employees and sub-contractors. It includes any person working on site who is not an Ardagh Glass Packaging employee.

Client means Ardagh Glass Packaging and/or any of its subsidiaries, divisions, holding entity and other related parties.

Company means the same as **Client**.

Construction Work shall have the meaning as defined in the Construction Regulation, GNR 84 of 7 February 2014, which includes any work in connection with:

- i) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- ii) The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system; or
- iii) The moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.

If there is any dispute or uncertainty as to whether the work performed by the Contractor is Construction Work or not, the ruling made by the Company’s Responsible Person shall be binding on the Contractor.

Responsible Person shall mean the respective Responsible Persons from the Company and the Contractor indicated in the INFORMATION section of this document.

SHE is used to denote all aspects of Safety, Health, and Environment.

SHESO shall mean the person appointed by the Company to oversee all Safety, Health, Environmental and Security activities on the Company's premises.

4. ADMINISTRATIVE REQUIREMENTS

- a) All communication, specifications, drawings, or other documents shall be in the English language, which is the language according to which this document and related commercial contracts shall be constructed and interpreted.
- b) The Contractor shall control and supervise their own work environment and activities to minimize the probability and severity of an accident/incident which could result in death, injury, fire, loss, damage to property or harm to the environment.
- c) The Contractor shall prepare a SHE plan, and SHE file, which shall include all the documentation referred to above, and submit this to the SHESO prior to any work commencing on site. This file shall be kept by the Company at the location that will be communicated to the Contractor.
- d) In the interests of discouraging unsafe or unacceptable practices, the Company reserves the right to challenge the Contractor's SHE plan, risk assessment(s), method statements, written safe work procedures, mitigation plan and emergency plan.
- e) Work may not commence until the SHE Plan has been approved by the Company.
- f) The Contractor shall ensure that all appointments are made in compliance with the Occupational Health and Safety Act and Regulations. See APPOINTMENTS Section of this document.
- g) Appointed persons shall be on site at all reasonable times when the Contractor is performing work.
- h) The Contractor's Responsible Person shall report to the Company's Responsible Person on the first day of work. He/she shall communicate regularly with the Company's Responsible Person on all SHE arrangements and requirements necessary while on Company premises and shall receive instructions from the Company's Responsible Person for the duration of the contract work.
- i) The appointed persons shall closely supervise the work and monitor SHE performance and behaviour of employees and sub-contractors to ensure they keep to established Rules, SHE requirements, permit to work procedure, method statements and WSWP's.
- j) The Contractor shall also keep and maintain a SHE file in which all registers, toolbox talks and 'live' documents that need to be completed and used for the duration of the work are kept.
- k) The Contractor shall ensure that all persons appointed by the Contractor and his sub-contractor(s) shall maintain, on site, all registers and records which are required in terms of legislation and this document, and which are relevant to the contractor's obligations in terms of the contract and shall make the same available for inspection at any time by any designated Company employee or any authorised government official.
- l) The Contractor's Responsible Person, or his/her designated subordinate shall:
 - Be personally on site when high risk activities are performed by such Contractor.

- Attend regular meetings with the Company' designated personnel arranged by the latter concerning SHE and security matters.
- m) For projects lasting longer than 2 months, the Contractor shall weekly provide the following information in writing to the Company's Responsible Person:
- Total man-hours worked.
 - Number of incidents relating to SHE, including near misses, injuries, damage to property and harm to the environment.
 - Man-days lost through such incidents.
 - Reports on investigations of such incidents.
 - Corrective action plans.
- n) The Contractor shall ensure the on-going competence of all persons engaged in the work, and that all persons are adequately trained to mitigate the risks associated with the work, including induction training prior to the commencement of work and before any introducing any changes to the work.
- o) The Contractor shall ensure, and provide proof to the Company on request, that all requirements (with specific reference to hours of work, basic remuneration, payment of overtime, and other applicable allowances) prescribed by the *Basic Conditions of Employment Act 75 of 1997*, or an 'Industry Council Agreement' applicable to the Contractor, and other labour legislation, are strictly adhered to. Should any future claim arise due to the Contractor's non-adherence to the requirements as specified, the Contractor indemnifies the Company against any claims whatsoever.
- p) The Contractor shall maintain and cause each sub-contractor to maintain public liability insurance to the sum of at least R10 000 000 in respect of liability for death or bodily injury to any person(s) or loss or damage to any property belonging to or in the custody of the Company, whilst on the Company's premises. This shall be subject to negotiation between the Parties, and shall be agreed before work commences on site, and recorded in the INFORMATION Section of this document.
- q) The Contractor shall ensure that all sub-contractors engaged or to be engaged are fully conversant with all obligations, functions and duties as prescribed herein.
- r) The Contractor shall implement a procedure for reporting all incidents and dangerous occurrences.
- s) The Contractor shall report all incidents to the Company's Responsible Person and to the Company's SHESO immediately (if the SHESO is not the Responsible Person). This includes incidents which could have led to personal injury or loss and/or damage to property i.e., near miss incidents.
- t) The Contractor shall also report all incidents to the relevant authorities as prescribed by legislation.
- u) Should a strike, work stoppage or any form of industrial action occur on the Premises and the Contractor's personnel is involved, the Contractor shall take neither action, nor make any attempt to intervene in any way, until such time as he has fully consulted with the Site's Management.
- v) Should the situation arise where the Company's personnel prevent the Contractor from continuing to fulfil their obligations, "Force Majeure" shall be assumed and neither party shall be penalized for default arising in such circumstances.

- w) The Contractor undertakes to treat his personnel in a fair and equitable manner. The purpose of discipline shall be corrective rather than punitive. Disciplinary action should be documented, and formal (written) warnings used. No dismissal shall take place without a formal enquiry. The right to appeal against dismissal shall also be recognized. These standards shall apply to casual, temporary, and permanent personnel of the Contractor.
- x) The Company's Engineering/Project Manager or Responsible Person shall inspect and approve all work carried out as the job progresses and before final acceptance is granted. The Company may appoint, at its own expense, an independent person to inspect and approve work carried out. Any inspection, checking, approval or acceptance given on behalf of the Company shall not relieve the contractor or his Sub-contractors/personnel from any obligation under the contract/order.

5. OPERATIONAL REQUIREMENTS

5.1 Access to Company Premises

- a) The Contractor must provide the SHESO with a complete list of all personnel, including the personnel of sub-contractors, at least two weeks prior to commencement of work on site, to arrange SHE Induction training.
- b) Medical Certificates of Fitness for all personnel (including subcontractors) shall be submitted to the Site's Occupational Health Practitioner (OHP) and SHESO, as part of the SHE File, prior to any work commencing. Medical Certificates of Fitness shall be issued by an Occupational Health Practitioner.
- c) If the Site's OHP finding any of our personnel's Medical Certificates to be inadequate in terms of the risks to which the individual shall be exposed, this individual shall not be allowed to work until an adequate Medical is conducted (i.e., risk-based). If any personnel are found to be unfit to work by the Site OHNP, such personnel shall not be allowed to work. The time and cost incurred on replacing said personnel shall be for our costs.
- d) The Contractor and all subcontractors shall comply with the Company's access procedures and the site rules and requirements in force at the time of entry. The cost of such compliance is deemed to have been allowed for by the contractor in his tender. The contractor shall be deemed, prior to submitting his tender, to have consulted with the relevant Company employees to determine the provisions of the said Access Control Procedure and said Rules and Requirements.
- e) Contractor personnel shall be issued with a Company Contractor's card and their names entered in a Contractor's Access Control Document (Appendix 4). All cards shall be handed in at the conclusion of the contract work/projects.
- f) Contractor personnel shall always wear their ID cards whilst on Company Premises. If this rule is breached, the Contractor shall be asked to leave the Premises immediately. In the event of the Contractor losing an ID card, the replacement cost shall be R15, for the Contractor's expense. The Contractor whose ID card has been lost, is expressly prohibited from entering the Premises until his ID card has been replaced.
- g) The Contractor shall maintain a daily register of persons entering the Company's premises.
- h) No persons under the age of 18 are allowed on site.

- i) The Contractor is permitted to use that part of the Company's premises necessary to carry out his duties or as directed by the Client. Under no circumstance(s) shall the Contractor access any other part of the Company's premises unless accompanied by a Company representative. Wandering around the Premises is strictly forbidden. Any Contractor personnel found loitering around the Site, outside of their area of work shall be asked to leave the Premises immediately.
- j) The Contractor shall ONLY enter at the gate designated for Contractors.
- k) The Contractor shall obtain written permission from the Company's Responsible Person to do work outside normal working hours i.e., during the night, weekends, statutory and/or working holidays.
- l) All persons when on the premises shall, if called upon by any person authorized by the Site Management Team, submit to being searched or either as regards to their person, their possessions(s) or any vehicle in which they may be travelling.

5.2 Vehicles on Company Premises

- a) Contractor vehicles shall only be permitted onto the Company premises if it is necessary for the execution of the work and will only be allowed if such vehicles are in a roadworthy condition.
- b) The Contractor shall complete an *Inventory of Equipment*, in advance, and hand this to the Company's security (with a copy in the SHE file) of all equipment to be brought onto the Company's premises. The Company reserves the right to inspect and search all vehicles and their contents on entering and/or exiting the Company's premises.
- c) All Contractor vehicles shall be parked as directed but will be left at the Contractor's (owner's) own risk. Parking near or in front of any firefighting equipment, emergency exit, stairs, or any high-risk area e.g., transformers, compressors, gas cylinder stores etc., is strictly prohibited.
- d) Contractor vehicles shall be driven with due care and attention, and in accordance with the Company's traffic regulations in terms of NO ENTRY, STOP and NO PARKING signs, speed limits, off-loading areas, height restriction, on-site demarcations(s), traffic flow, etc.
- e) The speed limit on site is 15km/h and shall be always strictly adhered to.
- f) Any accident, or near-miss incident that could have resulted in an injury or damage to property, involving a vehicle belonging to a Contractor shall be reported to the SHESO, or Company's Responsible Person immediately.
- g) Traffic signs, rules and regulations at the Company's premises are to be strictly observed. Failure to observe such rules and requirements could lead to the offending person being removed from site and forbidden future entry onto the premises. All normal traffic rules also apply on the Company premises unless superseded by a Company traffic sign, rule, or requirement.

5.3 Facilities

Canteen Facilities

- a) The Company's canteen may only be used by the Contractor with the express permission of the Company, and at such times as indicated by the relevant Company representative.
- b) Cooking on any part of the Company's premises is strictly prohibited.
- c) The Company's staff tea rooms are off limits to all Contractors.

Hygiene Facilities

- a) Ablution facilities are available to Contractors. Contractors shall only use the ablutions assigned to them. Any Contractor found urinating and/or defecating in any other area and not using the ablution facilities, shall immediately be removed from the Company's premises, and prevented from entering again.
- b) Washing facilities must be provided by the Contractor for his/her employees unless alternative arrangements are made with the Company.
- c) Facilities shall not be misused and befouled.
- d) Where a contractor is allowed to erect a temporary ablution facility on the Company's premises, such facilities shall meet the applicable legislative requirements. The Contractor shall not draw water from fire reel hoses or fire hydrants for this purpose.
- e) Unless approved in writing by the Company's Responsible Person, no live-in accommodation shall be made available at the Site for any of the Contractor's or sub-contractor's personnel.

Smoking Areas

- a) Smoking is restricted to designated smoking areas.
- b) Any Contractor found smoking elsewhere than in a designated smoking area shall be immediately removed from the Company's premises and prevented from entering again.

Workshop and Storage Areas

- a) Depending on the work required from the Contractor, the Company, at its sole discretion, shall provide the Contractor with designated workspace to be used as an on-site office, workshop and/or material/equipment storage space.
- b) The Contractor may not erect huts or workplaces on-site without first obtaining written permission from the Company's Responsible Person. Such facilities are brought onto site at the Contractor's own risk.
- c) The Contractor shall always maintain on-site office space and workspaces in a clean, neat, and tidy manner, failing which, the Contractor may be asked by the Company to remove his equipment at the end of each day.
- d) Material and equipment awaiting installation shall be stored orderly in areas agreed to with the Company's Responsible Person.
- e) The Contractor shall not erect any temporary buildings within five (5) metres of the Company's security fence, or Major Hazardous Installation (MHI).
- f) No plant, material, construction equipment, vehicle or other equipment may be stored or parked within five (5) metres of the Company's security fence, or MHI.
- g) Suitable firefighting equipment approved by the Company's Responsible Person shall be supplied and installed by the Contractor in the storage areas.
- h) The Contractor shall remove all waste, debris, etc., produced by the work conducted.
- i) All electric cables and scrap metal, which is the property of the Company, shall not be removed by the Contractor unless removal is part of the contractual agreement.

Waste Management

- a) The Company is committed to waste separation, in accordance with a colour-coded system and has a Waste Management Program aligned to the hierarchy of control i.e., reduction, reuse, recycling, treatment and lawful disposal. The Contractor shall manage any waste it generates in line with these principles.

Red: Hazardous Waste (oils, chemicals, old gloves, thinners, paint tins, etc.)	Green: General Waste	Black: Glass	Yellow: Steel
Brown: Paper and Cardboard	Blue: Industrial Waste (Sand and rubble etc.)	FLOURESCENT LIGHT TUBES To be disposed in designated boxes	All Plastic Materials As instructed by the site

- b) The Contractor shall:
- Endeavour to minimize the generation of waste.
 - Segregate waste where possible.
 - Recycle waste where possible.
 - Ensure the lawful disposal of waste as a last resort.
- c) The Contractor shall not allow waste arising from its operations to accumulate anywhere on the Company’s premises. The regular removal of waste is the responsibility of the Contractor.
- d) The Contractor may request the use of the Company’s waste services at an agreed charge, including sorting, compacting, and recycling services. The availability of this service from the Company shall not relieve the Contactor of his obligation to keep his work area clean and tidy and correctly manage his waste.
- e) Cross contamination of waste bins, skips, areas e.g., throwing oily rags into a skip designated for wastepaper, is prohibited. If the Contractor is found not abiding by the Company’s waste management policies, he shall be required to pay for the correct disposal of contaminated waste where applicable.
- f) The Contractor shall ensure that any waste that is to be disposed of, is classified correctly, transported by approved waste service providers, and disposed of at a certified waste disposal facility, in line with the “cradle-to-grave” principle.
- g) The Contractor shall on request provide the company’s SHESO with proof of correct waste disposal in the form of safe wase disposal certificates and waste permits.

Resource Consumption – Water

- a) Where necessary for the work, the Company shall provide the Contractor with water at no cost and the Contractor shall:

- Make any additional connections from the point of supply to the point at which the water is required, at his own cost, in consultation with the Company's Responsible Person.
 - Make its employees aware of the Company's commitment to saving water and ensure that water is not wasted.
 - Ensure that fire hose reels and collapsible hoses are only used for their intended purpose and under NO circumstances is the Contractor allowed to use fire hose reels and collapsible hoses for any other purposes such as washing vehicles, floors, clothes, etc.
- b) If the Contractor fails to abide with the above, the Company shall issue the contractor with a written warning, after which the Contractor shall be obliged to:
- Provide the Company with an estimate of the amount of water utilized and still required,
 - Install a water meter at his own cost, and
 - Pay for water used by him and its personnel at the same rate as water is supplied to the Company.

Resource Consumption – Electricity

- a) Where necessary for the work, and in consultation with the Site's Electrical Foreman, Engineering/Project Manager or Responsible Person, the Company shall provide the Contractor with electricity at no cost and the Contractor shall make any additional connections from the point of supply to the point at which the electrical power is required, at his own cost.
- b) Electrical equipment used must comply with applicable legal requirements and be suitable for use in the particular working environment, e.g., flammable areas, outdoors, etc. Hand lamps used inside vessels and confined spaces shall be of the low voltage types.
- c) Electrical installation work shall be done under the supervision of a registered person (designated in writing) as prescribed by the Electrical Installation Regulations of the OHS Act, who shall issue a valid Certificate of Compliance.
- d) All portable electrical equipment/tools brought onto the Company's premises shall be recorded on a register and inspections conducted according to applicable prescribed legal frequencies, or according to risk in the absence of a prescribed legal frequency. This should be indicated in the Contractor's Risk Assessment.
- e) The Contractor shall make its personnel aware of the Company's commitment to save energy and ensure that the consumption of electricity is not wasteful.
- f) Should the Contractor detect a supply fault/defect with the Company's electrical system it shall:
- Immediately suspend all electrical work and all work using electrical power.
 - Notify the Company's Electrical Foreman, Engineering/Project Manager, or Responsible Person.
 - Only resume such work upon instruction from the Company's Engineering/Project Manager or Responsible Person.

Compressed Air

The Company shall not supply compressed air to the contractor. Compressed air supplied by the Contractor shall comply with all legal requirements and company standards (this will be provided to the Contractor when applicable).

Company Machinery or Materials

- a) The Contractor is not permitted to operate any of the Company’s plant or equipment or use any of the Company’s engineering workshops or materials, unless specifically authorized to do so, in writing, by the Company’s Engineering/Project Manager or Responsible Person.
- b) Where such equipment or material is made available to the Contractor, the Contractor shall before using the equipment or material, satisfy himself as to the safety and adequacy thereof and ensure that his personnel using the equipment have the required training and competence to do so. The equipment or material shall be used entirely at the risk of the Contractor, who hereby indemnifies the Company against all claims and costs arising out of, or in conjunction with, such use including claims based on latent or patent defects in the equipment or materials and negligence of any degree on the part of the Company,
- c) On no account shall the Contractor make use of the Company’ machinery or equipment or electric or compressed air mains for the purpose of driving equipment, portable tools, or temporary lighting without permission from the Site’s Engineering/Project Manager or Responsible Person, subject to the provisions under ***Resource Consumption – Electricity*** above.
- d) The use of the Company’s grinders by the Contractor is prohibited. If any grinding to either materials or tools is required, it shall be handed to the appropriate department within the Site.
- e) Contractors are responsible for providing all tools and other equipment required to conduct their work. They shall ensure that all such tools and equipment comply with the legal requirements and are suitably marked for identification purposes.

Lifting Machinery

- a) The Company’s Responsible Person may allow the Contractor to use the Company’s lifting machinery (lifting trucks, cranes, hoists, etc.), subject to conditions that may be imposed.
- b) The Contractor shall ensure that lifting machinery is used in compliance with the applicable legal requirements, specifically that its employees operating such machinery have the prescribed licenses and training.
- c) The Contractor shall ensure that all the legally prescribed inspections and tests are performed on its own lifting machinery, and that such equipment is inspected daily before use, and the inspections recorded in a register.
- d) The Contractor shall not conduct any overhead work in areas where personnel are working, or over gangways or roads, unless all precautions have been taken to ensure the safety of the person(s) and/or property below to the satisfaction of the Company’s Responsible Person.

Telephones and Computers

The Company's telephones and computers are strictly off limits to the Contractor. In the event of the contracted work requiring the Contractor to have access to and of, the Company's computer equipment, the Contractor shall:

- Obtain information on the Company's *IT Security Policy* i.e., confidentiality, anti-virus requirements, data protection, etc. from the Company's Information Technology Department and,
- Agree to abide by the stipulated requirements before commencing with such work.

Radios

The contractor shall not be allowed to make use of the Company's Security communication radios unless authorized by the Site Management. If the Contractor brings his own communication radios onto Site, he shall notify the Company's Responsible Person beforehand.

Drains and Sewer Systems

- a) The Contractor shall not contaminate storm water drainage systems by process fluids, solids and/or water other than storm water.
- b) No sand, cement, mortar, plaster, hazardous agents, or any similar effluent may be deposited down any of the Company's drains or storm water drains, either from cleaning tools or disposal of such substances.
- c) Any incident which results in contamination of the drainage system shall be immediately reported to the Company's Responsible Person.
- d) The Contractor shall prevent sand or solids being washed down into sewers or drains.
- e) Should the Contractor's activities result in contamination or blockage of the Company's drains or the storm water system, the Contractor shall, at his expense and without undue delay, clear any blockage and/or restore ecological conditions to their original state (where applicable). Should the Contractor fail to take steps to remedy the situation, the Company shall take such steps and charge the costs to the Contractor.
- f) If the Contractor generates any effluent during the work undertaken, suitable arrangements shall be made for the containment and collection of the waste for classification and disposal at his own expense with a certified waste removal company. The Company may, on request, allow the disposal of such effluent waste in suitable on-site facilities.

5.4 Emergency Preparedness

- a) A Contractor with more than 5 employees on site shall have a First Aid Box available that meets the requirements of the Annexure in the General Safety Regulations. The Contractor shall maintain a register in the First Aid Box to record dates, times, and treatments for which First Aid was given.
- b) The Contractor shall provide an adequate number of first aid boxes according to the number of his employees on site, and the locations of different work areas.
- c) The Contractor shall ensure that there is an adequate number of First Aiders (with valid First Aid Certificates) on site, as per the risk associated with the work.

- d) Where available, the Company's medical Centre may also render professional assistance in cases of severe injury and arrange, if necessary, transportation to a hospital or medical facility, such as an x-ray unit. The requisite form for Workmen's Compensation coverage (Part B of W.CL.2) and a copy of the injured person's Identity Document must accompany the injured person to avoid delay in treatment upon his arrival at hospital or medical facility. Any costs incurred shall be for the Contractor's account, which shall be payable promptly.
- e) All persons shall obey lawful instructions from the Company should an emergency arise.
- f) All demarcated areas throughout the Company's premises at firefighting and emergency equipment shall be kept completely clear.
- g) The Contractor shall keep clear all access roads and aisles running between materials stacked in open areas or in buildings to provide necessary access by emergency personnel.
- h) Every fire, however small, shall be dealt with as follows:
 - Raise the alarm by either using the nearest fire alarm or alerting the closest Company employee.
 - If possible, attempt to extinguish the fire with the available fire equipment, if trained and competent to do so.
 - Evacuate the area if in any danger.
 - As soon as possible, inform the Company's SHESO of the circumstances leading to the outbreak of the fire.
- i) The Contractor shall ensure that its personnel and sub-contractors are aware of the Fire and Emergency procedures of the Company and the nature of the system in operation on the Company's premises. Details of such fire and emergency procedure can be found at specific places on the Company's premises and may be from the Company SHESO.
- j) The Contractor shall nominate one of its personnel to be responsible for the evacuation of their people.

5.5 Work Areas and Safety Notices

- a) The Contractor shall supply and erect proper demarcation, barricades, hazard and safety signs, and lighting to ensure the safety all persons or vehicles passing by the contractor's work areas. Such demarcation shall include, but not be restricted to, the following areas:
 - Where construction work is performed.
 - Where lifting operations are conducted.
 - Where a danger of engulfment exists.
 - Where unsafe structures/working areas exist.
 - Where the wearing of hard hats, hearing protection, and/or other PPE and/or safety equipment is required.
 - Areas that are patently or latently unsafe during work conducted by the Contractor. Such areas shall not be left unattended or unguarded by the Contractor.

- b) The Contractor shall, as far as possible under the circumstances, control access to its working areas, and keep unauthorized personnel out of such area by erecting the correct demarcations, barriers, and signage, as required.
- c) The Contractor shall take note of the Company's SHE policies and procedures, promotional and general information and instructions that are positioned around the Company's premises and ensure that his personnel take note and adhere to these requirements.
- d) All Company's traffic and safety signs, such as speed limits, no-entry, dangerous areas, designated noise zones, eye protection areas, hard hat zones, construction areas, off-loading areas, etc., shall always be adhered to.

5.6 Personal Protective Equipment (PPE)

- a) The following Protective Clothing is compulsory when entering a Ardagh Glass Packaging site:
 - Hard hat with saddle for areas classified as 'Hard-Hat Areas'. Where possible add lighting to the hard hat and reflectors to be clearly visible.
 - Peak Caps, in areas that do not require the use of hard hats, or hairnets depending on work area and tasks.
 - Clear safety glasses.
 - Earmuffs / plugs.
 - One or two-piece overall and a visibility vest with reflection strips.
 - Non-slip safety shoes with steel toe cap and with steel plates in the soles of each shoe.
 - Any other PPE required for a specific job.
- b) Contractor employees shall wear clothing and/or uniforms that are in a good condition and such uniforms shall be kept neat and tidy. These must be clearly labelled with the Contractor's name and/or logo.
- c) Protective clothing shall be worn such that the person's body is completely protected and his/her personal clothing, worn underneath, is properly covered/protected.
- d) Where required, Contractors shall wear adequate PPE for the work that they are performing, as required by legislation and appropriate to the hazards that may be exposed to. This shall be provided by the Contractor.
- e) Clothing and PPE which is in a poor state of repair shall be considered unsatisfactory and the Company may instruct the Contractor to replace it.
- f) Any necessary special safety equipment such as airline masks and breathing sets etc., may be supplied to the Contractor by the Company, and the Contractor shall be responsible for any damage to, or loss of such equipment.
- g) Reflective vests with the Contractor's name and/or logo clearly visible are required in areas where forklifts, trucks and other motorized equipment are in operation.

- h) Should a Contractor fail to supply the correct PPE to his personnel, the Company reserves the right to supply it at the Contractor's cost.
- i) Under no circumstance shall the Contractor wear any PPE with the Ardagh Glass Packaging name and logo on it.
- j) **NB:** Safety harnesses shall be of the full-body harness type, with fall arrest, and NOT the belt type.

5.7 Prohibitions

- a) No fires may be started on Company premises.
- b) Spitting is strictly prohibited Company premises.
- c) Persons suspected to be under the influence of intoxicants or drugs will be prohibited from entering the Company's premises. The Company may test any person entering the Site for alcohol or drug use.
- d) Firearms and ammunition are not allowed on the Company's premises.
- e) The taking of photographs on the Company's premises is prohibited, unless it is necessary for the work undertaken by the Contractor, and the Contractor has informed the Company's Responsible Person that photographs will be taken.
- f) The Contractor shall take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by, or among his personnel for the preservation of peace and protection of persons and property on the Site and the immediate neighbourhood.
- g) The Contractor is not permitted to enter any of the Company's Access-Prohibited, Access-Controlled and/or restricted area, electrical enclosures and/or sub-stations, unless specifically authorized, in writing, to do so by the Site's electrical foreman, and/or the Engineering/Project Manager or Responsible Person. A permit to work is required for any work carried out in these areas.
- h) The Contractor shall not cause unnecessary nuisance to any other person, or unlawful pollution of the environment.
- i) No explosive cartridge operated equipment may be used on the Company's premises without prior approval from the Company's Responsible Person.
- j) Walking on, slinging from, or in any other manner supporting on, or from, cladding, jacketing, fire sprinkler system piping, instrumentation and/or electrical cabling, is expressly prohibited.
- k) No food or drinks are allowed in the production area.

5.8 Hazardous Chemical Agents (HCA), including chemicals, flammables and dangerous goods

- a) As part of its SHE Plan, the Contractor shall have a list of HCA's that it will be using on site and the quantities brought and stored on site. The Contractor must inform the site SHESO before bringing any additional HCA onto the Company's premises that were not initially indicated in the SHE Plan.
- b) The Contractor must provide the Company with the Safety Data Sheets (SDS's) for all HCA used on the Company's premises. These shall be submitted to the Company's SHESO, as part of the Contractor's SHE File before work commences.

- c) The Contractor must have the SDS's available at the point of use within the Company's premises.
- d) All HCA, specifically petroleum, petroleum mixtures, and any other flammable or explosive agents shall be stored and used in accordance with statutory requirements and the Company's standards.
- e) The Contractor shall label, store, use and dispose of all HCA in such a way as to not endanger any person or equipment, and not to pose any threat of pollution to the environment.
- f) The Contractor shall train its personnel and sub-contractors in the handling and use of all HCA present on site, including those used by the Company to which the Contractor's employees may be exposed to.
- g) The Contractor shall supply its personnel and sub-contractors with the appropriate PPE for the HCA being handled and train them in the correct use of such PPE.
- h) The Contractor shall determine if the quantities of dangerous goods it will store on site will require any additional approval (Certificate of Registration) in terms of the specific municipal bylaws, or if the quantities will be covered by the approval the Company has in this regard. If additional approval is required, the Contractor shall obtain such approval prior to storing such quantities of substances on site.
- i) All HCA containers shall be clearly identified as to the contents (name of substance) and hazards (danger symbols).
- j) No flammable materials or ordinary combustibles shall be stored within ten (10) metres of any area or room on the company Premises containing flammable materials.

5.9 Asbestos – Usage, Handling and Disposal

- a) No asbestos shall be brought onto site or used on site.
- b) Where asbestos containing products is handled, the Contractor shall comply with all legislative requirements and regulations and codes of practice with regards to the removal thereof.
- c) Only Department of Employment and Labour Registered Asbestos Contractors may perform asbestos work as defined in the Asbestos Abatement Regulations of the Occupational Health and Safety Act.
- d) Where asbestos work is performed refer to the Legal Register Asbestos Abatement Regulations document for compliance requirements.
- e) The Contractor warrants that he is aware of the dangers associated with asbestos and that his personnel have been trained accordingly, as prescribed by the abovementioned Regulations, depending on the exposure risk.

5.10 Clearance Certificates, Permits and Approvals

- a) Before commencing work, the Contractor shall obtain the relevant clearances regarding electric cables, excavation, sewage, water, air supply and in the case of work within the production area of the site.
- b) No work outside the scope of the contract work (e.g., repairing of vehicles, etc.,) may be carried out on the premises without the prior consent of the Company's Responsible Person.

- c) Where any work to be conducted on the Company's premises is likely to interrupt, or in any way affect, the Company's business, or operation (e.g. cutting off supply of water), the Contractor shall first obtain consent through the Permit to Work System.
- d) Work shall be executed in a manner causing the least possible interference with the Company's operations or with other Contractors on the Company's premises.
- e) No welding, cutting, drilling or any other structural modifications to the permanent steel, brickwork, or concrete structure of buildings shall be conducted without a permit to work and the written consent of the Company's Responsible Person.
- f) No Contractor may undertake any work, including lubrication, modifications, and/or running adjustments, to moving/driven machinery, unless the plant or equipment has been effectively isolated, made safe, and locked out, in accordance with the site's Lock-Out procedure, unless such work can be carried out safely without isolation. The Contractor shall ensure that he is fully conversant with the requirements of the site's Lock-Out Procedure, prior to the commencement of the work.
- g) The removal of any of the Contractor's or sub-contractor's plant, material or construction equipment from site shall only be permitted when a 'Gate Clearance' form, signed by the Engineering/Project Manager or Responsible Company Employee, is produced at the gate.
- h) The Company operates a Permit to Work system and it this shall be always adhered to in its entirety. In this regard Permit(s) to Work shall be issued for all work carried out by the Contractor.
- i) Permits are required for the following types of work:
 - Hot work (valid for one day only).
 - Excavations or underground work.
 - Confined space entry.
 - Where hazardous/corrosive substances are involved, including flammable liquids, LPG, and explosives.
 - Where it is necessary to break into pipes or vessels.
 - Where equipment requires decontamination.
 - High pressure water jetting.
 - Working at heights, including roof work, and work on overhead cranes.
- j) Where stand-by personnel are required by the permit, e.g., during confined space entry, the Contractor's Permit Acceptor shall ensure the stand-by is aware of the sentry duties and that the permit is complied with.
- k) Where isolation is required and governed by the Permit to Work system, the Contractor shall provide padlocks and danger tags to the Permit Acceptor, which shall be applied to the callipers at the isolation points in addition to the Company's Authorizer's locks. In other words, both the Company and the Contractor shall apply its own lock-out.
- l) Work permits shall be available at the place where such work is in progress for the whole time when such work is in progress.
- m) Work permits shall be signed off and returned to the Permit Issuer on completion of the work or the shift (if the work takes place over more than one shift).

- n) The Contractor shall familiarize themselves with the Site's Permit to Work Procedure and ensure that no work commences on the Company's premises unless all requirements are met.

5.11 Housekeeping

The Contractor, his personnel and sub-contractors shall not:

- a) Leave any plant, material or construction equipment lying on any roadway, railway or path which may endanger persons using such roadway, railway, or path.
- b) Park any vehicle or off-load any plant, material, or construction equipment within a minimum distance of 2.5 meters from the center of a railway track, in dedicated areas indicated.
- c) Place any wire or guy rope across a roadway railway or path without providing adequate warning of, or protection against, such obstacle.
- d) Leave any excavation in a roadway, railway, or path without providing adequate warning of, or protection against, such obstacle.

5.12 Electrical Work

- a) Any electrical work to be conducted by the Contractor shall comply with the requirements of the Electrical Machinery Regulations and/or the Electrical Installation Regulations of the Occupational Health and Safety Act. Only competent persons, as defined by that Act, may conduct such electrical work as defined.
- b) Where it is necessary to disconnect a source of supply, such disconnection may only be carried out with the express permission of the Site's Electrical Foreman, Engineering/Project Manager or Responsible Person.
- c) No Contractor shall tamper with any electrical plant, appliance, or fittings on the Premises. Should an electrical problem arise, the Contractor shall contact the site's Electrical Foreman, Engineering/Project Manager or Responsible Person who shall contact a qualified electrician to do the necessary repairs and/or adjustments.
- d) Should the Contractor or any sub-contractor require power for portable tools, welding plant, etc. and if a supply is available, such equipment shall be connected only to the standard outlets provided and such connections shall be made by a person authorized and qualified to undertake such work. Before any electrical equipment is connected to the site's power supply, the Contractor shall obtain approval from the site's Electrical Foreman for the connection and operation of such equipment.
- e) No Contractor may undertake any work on electrical equipment, unless it has been effectively isolated, made safe and locked out by the site's appointed competent person. Lock-out procedures shall be strictly adhered to and enforced. The contractor shall ensure tests are conducted to confirm "**ZERO POTENTIAL**" i.e., that the electricity supply is dead, and that all reasonable precautionary measures are taken to ensure that the machinery being worked on cannot be made electrically live.

5.13 Building, excavation, and demolition

- a) During excavation work the Contractor shall ensure that the surrounding area is maintained in a tidy manner and that no equipment which has the potential to cause injury is left unattended for any period.
- b) If the Contractor encounters underground pipes or cables at any time whilst executing the work, particularly during excavation, it shall notify the Company's Responsible Person immediately. All work in the vicinity of the pipes/cables shall cease immediately, and no further work may be conducted until the Company's Responsible Person authorizes the continuation of work.

5.14 Fall Risk Position Work

- a) The Company's *Guidelines for Working at Heights* provides the standard for working at heights taking cognizance of the general considerations and providing an overview of legal requirements pertaining to roof work, scaffolds, and ladders.
- b) All Contractors conducting fall risk work shall have a Fall Protection Plan, drawn up by an appointed and trained Fall Protection Planner, and all Contractor personnel shall be trained accordingly. Proof of such training must be available.
- c) Where ladders, scaffolding and/or lifting equipment is used, efforts shall be made to ensure that the equipment is secured, locked out or locked away when not in use, in such a way as to prevent unauthorized use.
- d) Extreme care shall be exercised to ensure that no person is injured, or machinery damaged, by falling objects.
- e) Ladders, scaffolding and/or lifting equipment shall be supplied, erected, and regularly inspected and certified in accordance with legal requirements.
- f) All scaffolds shall be inspected at least weekly by an appointed competent scaffold inspector. A certificate that declares compliance with the Construction Regulations 14 and SANS 10085 shall be attached before use. A "**Not Safe for Use**" sign shall be displayed on all scaffolding in the process of erection or scaffolding that does not otherwise comply with legal requirements.
- g) Extreme caution shall be applied during all work at heights. Personnel working at heights shall be issued with, and trained in the use of, safety harnesses and other fall prevention and arrest equipment appropriate for the work.

5.15 Welding

- a) Screens shall be used during welding and gas cutting unless it is not possible due to the location. In such cases, other controls, such as wet blankets shall be used, as well as any other precautions stipulated in the hot work permit.
- b) Welding leads shall be in a sound condition, with no joints or other damage, and shall be securely tied in a safe manner and shall not be left lying across the floors in production or warehouse areas. Welding shall not be carried out with electric welding and/or supply cables coiled up.
- c) Gas welding hoses shall be in sound condition, colour-coded, and crimped correctly to fittings. Jubilee clips are not permitted.
- d) Gas bottles shall be securely restrained and stored standing upright.
- e) No welding leads or gas hoses may be joined except with approved connections.

- f) All gas welding/cutting equipment shall be fitted with flashback arrestors.
- g) The Contractor shall ensure that all gas welding and cutting equipment is on a register and inspected on a quarterly basis.

5.16 Dusty Work

- a) Dust screens shall be erected when an activity which produces dust, chips or dirt is carried out. Screens shall completely surround the area in question as far as is practicable, to eliminate dust from entering surrounding areas.

5.17 Contractor Machinery and Equipment

- a) For the safety of its own employees, the Company reserves the right to:
 - Inspect machinery or equipment brought on site by the Contractor, and
 - Prohibit the use on site of any such equipment which, in the company's opinion, is or may be dangerous.
- b) The exercise of such rights shall not detract from the Contractor's responsibility in respect of its machinery, equipment, or system of working, nor give the Contractor any rights against the Company in respect thereof.
- c) The Contractor warrants that all tools, equipment, and machinery which he brings onto the Company's premises conform to legal requirements and are safe to use.
- d) If any such equipment is not, in the Company's opinion, safe, the Company reserves the right to order cessation of work, until such time as the equipment is satisfactorily repaired.

5.18 Work Completion

On completion of the work or services on the Company's premises, the Contractor shall:

- a) Report to the Company's Responsible Employee that the contracted work/services have been completed and obtain written acceptance from this person that the contracted work/services have been satisfactorily completed.
- b) If the Contractor is a Principal Contractor in terms of the Construction Regulations for construction work performed, hand over a consolidated SHE File to the Company, including all drawings, designs, materials used, another similar information concerning the completed construction work.
- c) Obtain consent from the Company's Responsible Employee prior to the removal of any machinery, equipment, or materials from the premises.
- d) Return all Ardagh Glass Packaging's Contractor cards to the Site security manager/supervisor.

6. RELATED DOCUMENTS

- a) Contractor Access Control Register.
- b) Construction Health and Safety Agent Appointment Form.
- c) Construction Principal Contractor Appointment Form.
- d) Construction Regulations Duties Extract.
- e) Permit to Work Extract.
- f) Working at Heights Guideline.

- g) Confined Space Entry Guideline.
- h) Risk Assessment Guideline.
- i) First Aid Box Contents.

7. REFERENCES

- Basic Conditions of Employment Act, Act 75 of 1997
- Compensation of Occupational Injuries and Diseases Act, Act 130 of 1993
- Occupational Health and Safety of Act, Act 85 of 1993
- Engineering Profession Act, Act 46 of 2000
- Environmental Conservation Act, Act 73 of 1989
- Firearms Control Act, Act 60 of 2000
- Foodstuffs, Cosmetics and Disinfectants Act, Act 54 of 1972
- Hazardous Substances Act, Act 15 of 1973
- Labour Relations Act, Act 66 of 1995
- National Building Regulations and Building Standards Act, Act 103 of 1977
- National Environmental Management Act, Act 107 of 1998
- National Environmental Management: Air Quality Act, Act 39 of 2004
- National Environmental Management: Waste Act, 59 of 2008
- National Railway Safety Regulator Act, Act 16 of 2002
- National Regulator for Compulsory Specifications Act, Act 5 of 2008
- National Road Traffic Act, Act 93 of 1996
- National Water Act, Act 36 of 1998
- Tobacco Products Control Act, Act 83 of 1993
- Municipal Bylaws
- Medical surveillance risk-based program
- Ethical Trading as per SMETA 6 Pillar
- Ardagh Best practices
- ISO 14001:2015
- ISO 45001:2018
- ISO 9001:2015
- FSSC 22000 V5.



Garreth Burn

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