

# ENVIRONMENTAL CODE OF CONDUCT: UMBOGINTWINI

Version 4

# Environmental Code of Conduct: Umbogintwini (Version 4)

## Table of Contents

Environmental Code of Conduct: Umbogintwini (Version 4)	1
1. Glossary	4
2. Introduction and Purpose of the Code	5
3. Application of the Code	6
4. Amendments and Exemptions	7
5. Non-compliance	7
6. New Development and Alterations under Occupation Agreements	8
7. New Tenancies under Occupation Agreements	9
8. Existing Operations	10
9. Environmental Site and Risk Assessments	12
9.1. Pre-Occupation Assessment	12
9.2. Interim and Exit Assessments	14
9.3. Environmental Risk Assessment	15
10. Site Remediation Planning and Procedures	16
11. Land Redevelopment and Use Agreements (LRUAs)	18
12. Site Environmental Management Plan	19
13. Operations and Activity Practices and Controls	21
13.1. Excavation Works and Soil Management	21
13.2. Stormwater Management	23
13.3. Groundwater Management	24
13.4. Air Quality Management	25
13.5. Use of Services	25
13.6. Materials Management and Spill Control	25
13.7. Building/Plant Management	28
13.8. Control of Vehicles	28
13.9. Waste and Effluent Management	29

14. Compliance Monitoring and Audits .....	30
15. Notification and Reporting.....	30

## 1. Glossary

In this document, the following words and phrases have the meaning attributed hereunder:

- 1.1. **AECI** means AECI LTD and the AECI LTD subsidiary or associate recorded in an Occupation Agreement as having authority to grant or supply the Customer the tenancy, occupation and/or use rights or services recorded in an Occupation Agreement;
- 1.2. **AEL** means Atmospheric Emission Licence
- 1.3. **Alterations** means material, physical changes to an existing Site;
- 1.4. **Code** means this Environmental Code of Conduct;
- 1.5. **Contaminated Land** means the presence in or under any land, site, buildings or structures of a substance or micro-organism above the concentration that is normally present in or under that land, which substance or micro-organism directly or indirectly affects or may affect the quality of soil or the environment adversely;
- 1.6. **Customer** means the person entitled to receive occupancy and/or services on land owned by AECI under an Occupation Agreement or any subsidiary of AECI that operates at Umbogintwini and/or receives services within the UIC;
- 1.7. **Environmental Authorisation** means any and all registrations, permissions, licences, permits and authorisations required by Environmental Laws for the conduct of activities or operations;
- 1.8. **Environmental Laws** means all applicable laws including all or any of statute, common law, rule, regulation, treaty, directive, direction, decision of the court, by-law, code of practice, circular, guidance note, statutory guidance, order, notice, demand or official guideline (in each case having the effect of law) of any governmental, statutory or regulatory authority, agency or body in force in any relevant jurisdiction and concerning Environmental Matters;
- 1.9. **Environmental Matters** includes any matter relating to the environment including (but not limited to) all or any of hazardous substances, waste (including packaging waste), radiation, radioactive substances and materials, trespass, negligence and nuisance (both common law and statutory nuisance), contaminated land, discharges, releases, emissions or escapes to land, air, groundwater, surface and coastal waters, and sewers, abstraction of water, extraction of natural resources, and conservation or protection of species, habitats, biodiversity, flora and fauna;
- 1.10. **Excavation Works** means all and any intrusive removal or movement of soil from, on or related to the development, re-development or alteration of a Site;
- 1.11. **ESA** means Environmental Site Assessment, which may include various phases of investigations including but not limited to desk-top studies, comprehensive sampling of soil, air, groundwater and/or building materials, risk assessments etc. An ESA is performed to ascertain the baseline and contamination status of a site;
- 1.12. **ERA** means Environmental Risk Assessment;
- 1.13. **HASP** means Health and Safety Plan;
- 1.14. **Incident** means an unexpected sudden occurrence, including a major emission, fire or explosion leading to serious danger to the public or potentially serious pollution of or detriment to the environment, whether immediate or delayed (as in terms of Section 30 of the National Environmental Management Act (NEMA, Act 107 of 1998)) read with the Guidelines on the Administration of Incidents, as amended;

- 1.15. **LRUA** means a site-specific Land Redevelopment and Use Agreement as prepared by AECl and accepted by a Customer (previously referred to as Land Redevelopment Information Document (LRID));
- 1.16. **New Development** means the complete design and construction of permanent buildings, facilities and infrastructure on a new Site or an undeveloped area at an existing Site;
- 1.17. **New Tenancy** means the conclusion of an Occupation Agreement with a new Customer over an existing Site;
- 1.18. **Occupation Agreement** means any agreement between AECl and the Customer in terms of which the Customer enjoys the right to occupy, construct buildings or facilities, operate a business and/or receive services on or at the Site;
- 1.19. **PPE** means personnel protection equipment;
- 1.20. **OHSa** means the Occupational Health and Safety Act, (Act 85 of 1993) as amended;
- 1.21. **RemEMPr** means Remediation Environmental Management Programme;
- 1.22. **Site** means the area and location of land and/or buildings recorded in an Occupation agreement in respect of which the right to occupy, construct buildings or facilities, operate a business or receive services is granted to a Customer by AECl;
- 1.23. **SiteEMP** means Site Environmental Management Plan and may be specific to *inter alia* the construction, operation and/or decommissioning phase as required;
- 1.24. **Significantly contaminated** when used in relation to Contaminated Land means impacted in such a manner that reasonably requires or has required the physical removal or other active treatment of soil or other management measures (excluding land use restrictions) to minimise or prevent harm to human health or the environment; and
- 1.25. **UIC** means the Umbogintwini Industrial Complex.

## 2. Introduction and Purpose of the Code

- 2.1. The UIC has been operated as a multi-user industrial complex, manufacturing a range of chemical and explosives products for more than a century. Legacy environmental impacts associated with AECl's operations at Umbogintwini are the subject of a comprehensive response by AECl in partnership with regulatory authorities.
- 2.2. The purpose of this Environmental Code of Conduct ("the Code") is to ensure that:
  - 2.2.1. the manufacturing operations and land redevelopment activities at Umbogintwini are conducted in accordance with best environmental practice;
  - 2.2.2. the environmental impact of past, present and future users of land owned by AECl is accurately measured and continuously updated, assessed and addressed in compliance with regulatory and AECl requirements;
  - 2.2.3. remedial measures are to the extent possible planned for and executed at optimal points in industrial development cycles;

- 2.2.4. investments by the Customer or AECl in environmental assessment and remediation are protected;
- 2.2.5. appropriate mechanisms are put in place to detect and respond to inadvertent or unexpected impacts as they arise and to minimise the seriousness of such impacts to the extent possible;
- 2.2.6. AECl's environmental programmes to address legacy environmental impacts are not adversely affected by current and future land redevelopment and operational practices; and
- 2.2.7. neither the Customer nor AECl acquires environmental obligations, the responsibility for which is properly that of the other.

### 3. Application of the Code

#### 3.1. The Code applies to:

- 3.1.1. all users of land owned by AECl at Umbogintwini, regardless of whether the Code has been specifically incorporated into an Occupation Agreement between AECl and the Customer; and
- 3.1.2. all other persons operating at the UIC who have agreed to be bound by the Code, in whole or in part.

The Customer shall be obliged to ensure compliance with the Code by its representatives, agents, sub-contractors, employees, invitees, customers and suppliers and shall be liable to AECl for any damage or expense incurred by AECl as a result of any non-compliance by it or any of those persons with the Code.

#### 3.2. The Code does not replace a Customer's obligations in terms of Environmental and other Laws. Where obligations or standards imposed by or under environmental or other laws are more onerous than those imposed under the Code, then the more onerous obligation or standard should be adhered to. In amplification of the foregoing, the Customer shall be obliged to:

- 3.2.1. at all times comply with the general duty of care contained in section 28 of the National Environmental Management Act, 1998 and the principles informing that duty;
- 3.2.2. make application where required to the competent authority for Environmental Authorisation prior to commencing with such activity and thereafter comply with the terms and conditions of such Environmental Authorisation; and
- 3.2.3. apply for and comply with the requirements of any other licence, permit or authorisation required for the conduct of the Customer's operations.

## 4. Amendments and Exemptions

- 4.1. The Code may be amended by AECl from time to time. Amendments to the Code are binding on Customers and it is the responsibility of the Customer to determine whether any amendment to the Code has been affected. The Customer shall be deemed to be familiar with the Code and any amendment thereto. A copy of the most recent version of the code is available from AECl on request. The Customer may request AECl to grant an exemption for a reasonable period for compliance with a particular obligation or standard resulting from an amendment where such period is reasonably required to achieve compliance with such obligation or standard. AECl may not unreasonably refuse such a request.
  - 4.1.1. It shall not be unreasonable for AECl to refuse to grant an exemption where the obligation or standard is a requirement under Environmental Laws, the exemption would result in AECl breaching a condition of a licence, permit, and/or statutory directive, the exemption would likely result in an unacceptable environmental impact and/or the exemption is required as a result of the Customer's failure to keep abreast of changes to this Code.
- 4.2. AECl may impose additional conditions or exempt the Customer from conditions imposed by the Code where required to meet operational requirements provided that it is consistent with its obligations in terms of environmental law.

## 5. Non-compliance

- 5.1. Non-compliance with the Code, regardless whether identified through a compliance review and/or an audit as specified in Section 14 or a subsequent or AECl initiated inspection, constitutes a material breach of an Occupation Agreement which, notwithstanding and in addition to any other right which AECl may have in terms of an Occupation Agreement or law, shall entitle AECl, in good faith, to:
  - 5.1.1. immediately suspend any supply of services to the customer;
  - 5.1.2. refuse any person access to the UIC or a Site;
  - 5.1.3. enter onto a Site for the purpose of conducting an investigation;
  - 5.1.4. amend or withdraw an LRUA and/or an excavation permit;
  - 5.1.5. direct the Customer to take immediate steps including temporary measures to desist from or perform any measure to investigate, prevent, minimise or address such non-compliance within a reasonable period; and/or

- 5.1.6. where the Customer fails to do so itself or in order for AECI to address an emergency incident, enter onto the Site and conduct such measures recorded in 5.1.5 itself and recover the cost from the Customer.
- 5.2. For the avoidance of doubt, the duty of good faith in 5.1 shall not limit a discretionary right or election acquired by AECI under a provision of an Occupation Agreement unless that right or obligation is expressly subject to a duty of good faith in the Occupation Agreement itself.

## 6. New Development and Alterations under Occupation Agreements

- 6.1. New Development and Alterations have the potential to change the risk profile of a Site and may also represent an opportunity to undertake remedial work in a cost-effective manner by ensuring that major environmental improvement projects coincide with industrial capital funding cycles.
- 6.2. Unless otherwise agreed in an Occupation Agreement the following requirements apply to New Development and Alterations:
  - 6.2.1. Site-specific limitations relating to environmental requirements imposed by AECI shall be ascertained and complied with, and the Customer shall satisfy itself and AECI that the New Development or Alteration does not pose an unacceptable risk to AECI (including AECI's Remediation Strategy and the risk and status of pre-existing environmental impacts), the UIC, surrounding land users, the environment and/or the Customer.
  - 6.2.2. It is the responsibility of the Customer to ensure compliance with Environmental Laws and determine a requirement to, and if required obtain Environmental Authorisation for New Development or Alterations as referred to in Section 3.
  - 6.2.3. Prior to undertaking New Development and/or performing Alterations, the Customer shall:
    - 6.2.3.1. conduct a Pre-Occupation Assessment as detailed in 9.1;
    - 6.2.3.2. follow the site remediation planning and procedures as detailed in Section 10, where applicable;
    - 6.2.3.3. obtain a LRUA from AECI as referred to in Section 11, following the completion and submission to AECI of the Pre-Occupation Assessment referred to in 6.2.3.1 and the Remediation Report (if required) in terms of 6.2.3.2; and
    - 6.2.3.4. submit a SiteEMP as detailed in Section 12 to AECI.
  - 6.2.4. The Customer shall implement and comply with its SiteEMP and associated requirements for the duration of the construction, operational, maintenance, and decommissioning phases of its site activities and operations.

- 6.2.5. The Customer shall implement and adhere to the requirements for relevant practices and controls in Section 13.
- 6.2.6. The Customer shall ensure that all staff, contractors and service providers receive environmental awareness training, which shall include the requirements of the SiteEMP.
- 6.2.7. The Customer is responsible for compliance by all staff, contractors and service providers with the SiteEMP.
- 6.2.8. The Customer shall assess and report on compliance with the SiteEMP as required under Section 14 and Section 15 during the construction, operational, maintenance and decommissioning phases.
- 6.2.9. On completion of the commissioning of a New Development or an Alteration and commencement of operations, the Customer shall comply with the requirements of Section 8.

## 7. New Tenancies under Occupation Agreements

- 7.1. A New Tenancy has the potential to change the risk profile of a Site, through changes in operations, procedures and materials introduced or produced.
- 7.2. Unless otherwise agreed in an Occupation Agreement the following requirements apply to New Tenancy:
  - 7.2.1. Site-specific limitations relating to environmental requirements imposed by AECI shall be ascertained and the Customer shall satisfy itself and AECI that the New Tenancy does not pose an unacceptable risk to AECI (including AECI's Remediation Strategy and the risk and status of pre-existing environmental impacts), the UIC, and surrounding land users, the environment or the Customer.
  - 7.2.2. It is the responsibility of the Customer to determine if there is a requirement to obtain Environmental Authorisation for any new operations introduced at the site.
  - 7.2.3. Prior to taking up a New Tenancy, the Customer shall:
    - 7.2.3.1. conduct a Pre-Occupancy Assessment as detailed in 9.1;
    - 7.2.3.2. follow the site remediation planning and procedures as detailed in Section 10, where applicable;
    - 7.2.3.3. ascertain with AECI whether a LRUA is applicable and available; and obtain and implement such a LRUA as referred to in Section 11, following the completion and

- submission to AECI of the Pre-Occupation Assessment referred to in 7.2.3.1 and the Remediation Report if required in terms of 7.2.3.2; and
- 7.2.3.4. submit a SiteEMP as detailed in Section 12 to AECI.
- 7.2.4. The Customer shall implement and comply with its SiteEMP and associated requirements for the duration of the development, operational, maintenance and decommissioning phases.
- 7.2.5. The Customer shall implement and adhere to the requirements for relevant practices and controls for operations and activities in Section 13.
- 7.2.6. The Customer shall ensure that all staff, contractors and service providers receive environmental awareness training, which shall include the requirements of the SiteEMP.
- 7.2.7. The Customer is responsible for compliance by all staff, contractors and service providers with the SiteEMP.
- 7.2.8. The Customer shall assess and report on compliance with the SiteEMP as required under Section 14 and Section 15 during the construction, operational, maintenance and decommissioning phases.
- 7.2.9. Once the Customer has completed the commissioning of its operation or takes over control of existing operations the Customer shall comply with the requirements of Section 8.

## 8. Existing Operations

- 8.1. It is the responsibility of the Customer to ensure compliance with Environmental Laws; including its Environmental Authorisations, if any, as referred to in Section 3.
- 8.2. Unless otherwise agreed in an Occupation Agreement and subject to 8.3 the following requirements apply to existing operations:
- 8.2.1. Subject to 8.4 the Customer shall provide a current Environmental Risk Assessment (ERA) to AECI, or in the absence thereof, conduct an ERA as detailed in 9.3.
- 8.2.2. The Customer is required to perform an Interim Assessment to the satisfaction of AECI, for all areas where potentially significant environmental degradation arising from the Customer's activities as specified in 9.2.
- 8.2.3. Where an Interim Assessment or an Exit Assessment confirms significant impact resulting from a Customer's activities, remediation requirements as detailed in Section 10 shall apply.

- 8.2.4. The Customer shall ascertain from AECI whether a LRUA is required for the responsible management of environmental risk. In the event that an LRUA is required, the Customer shall engage in good faith with AECI to conclude an LRUA in Section 11; and thereafter comply with the terms of the LRUA.
  - 8.2.5. Upon completion of the ERA as in 8.2.1, an Interim Assessment as in 8.2.2 (where applicable) and the conclusion of a LRUA (where applicable), the Customer shall develop, implement and comply with a SiteEMP and associated requirements (as described in Section 12) for the duration of the operational, maintenance and decommissioning phases of its Site operations.
  - 8.2.6. The Customer shall implement and adhere to the requirements for relevant practices and controls for operational / maintenance /decommission operations and activities in Section 13.
  - 8.2.7. Environmental awareness training of staff, contractors and service providers shall be performed on a regular basis and at a frequency appropriate to the Site area, type of operations, type of activities and environmental and human health risks associated with the tasks the person is involved with.
  - 8.2.8. The Customer is responsible for compliance by all staff, contractors and service providers with the SiteEMP.
  - 8.2.9. The Customer shall assess and report on compliance with the SiteEMP in Section 14 and Section 15 during the operational, maintenance, and decommissioning phases.
  - 8.2.10. The Customer shall perform an Exit Assessment as detailed in Section 9.2 prior to the expiry or renewal of the Occupation Agreement, the assignment of the Occupation Agreement to a third party and/or the Customer undergoing a change in control as that term is defined in the Companies Act, 2008.
- 8.3. Customers that have complied with the requirements for Pre-Occupation Assessment as described in Sections 6.2.3.1 for New Development or Alterations or 7.2.3.1 for New Tenancy, are not required to:
- 8.3.1. perform an Interim Assessment; and/or
  - 8.3.2. undertake an ERA;
- provided that no circumstances have arisen, which are reasonably likely to increase the risk associated with the Customer's operations.
- 8.4. AECI shall not ordinarily require an ERA where a screening assessment confirms in the sole discretion of AECI having regard to the Site's environmental status, and in relation to AECI's Remediation Strategy,

that there is no reasonable prospect of the proposed development or operation having any impact on or constituting or increasing the risk profile of the UIC.

## 9. Environmental Site and Risk Assessments

### 9.1. Pre-Occupation Assessment

- 9.1.1. In order to assess the environmental condition of a Site and to measure the environmental impact resulting from any activity under an Occupation Agreement, it is necessary to conduct a Pre-Occupation Assessment.
- 9.1.2. The requirement to conduct a Pre-Occupation Assessment applies to any Customer or prospective Customer wishing to conclude an Occupation Agreement for a New Tenancy or New Development or to perform Alterations.
- 9.1.3. The Pre-Occupation Assessment shall be conducted by the Customer at its own cost.
- 9.1.4. Unless otherwise agreed in an Occupation Agreement, Pre-Occupation Assessment shall be conducted by the Customer to the satisfaction of AECl. As a result of AECl's efforts to address historical impacts at Umbogintwini, information necessary to conduct the Pre-Occupation Assessment may be available and the Customer should request access to such information from AECl.
- 9.1.5. Subject to 9.1.6, 9.1.7, 9.1.8, 9.1.10 and 9.1.11, Pre-Occupation Assessment shall include:
  - 9.1.5.1. a screening assessment of the Customers' proposed activities so as to ensure that there is nothing inherently unsuitable in conducting such activity on land owned by AECl / at the UIC, to the satisfaction of AECl;
  - 9.1.5.2. an Environmental Risk Assessment (ERA) as detailed in 9.3;
  - 9.1.5.3. an Environmental Site Assessment (ESA) to the satisfaction of AECl; and
  - 9.1.5.4. remediation planning and procedures as specified in Section 10.
- 9.1.6. AECl shall not ordinarily require an ERA where the screening assessment confirms in the sole discretion of AECl having regard to the Site's environmental status, and in relation to AECl's Remediation Strategy, that there is no reasonable prospect of the proposed development or operation having any impact on or constituting or increasing AECl's risk profile at Umbogintwini.
- 9.1.7. AECl shall not ordinarily require an ESA as part of a Pre-Occupation Assessment for New Development, Alterations or New Tenancy where:

- 9.1.7.1. the Site available for New Development / Alteration / New Tenancy has previously been the subject of an ESA to the satisfaction to AECI;
  - 9.1.7.2. target remedial water and soil quality values and any additional risk based remedial measures or land-use restrictions, as AECI may have determined for specific contaminants, sites and/or water resources, have been met as agreed with the relevant authority and will not be compromised by the proposed development; and
  - 9.1.7.3. the proposed development shall not result in a material change in the risk to human health and the environment relevant to the adoption of the values and measures in 9.1.7.2.
- 9.1.8. AECI may permit a limited ESA for New Tenancy where it is satisfied from the preliminary results of the ESA that there are no environmental impacts which require urgent remediation.
- 9.1.9. AECI shall not ordinarily require soil sampling as part of an ESA for New Tenancy where the screening assessment and the ERA demonstrate, to the satisfaction of AECI that:
- 9.1.9.1. no significant environmental impact is likely to result from any and all activities to be performed by the new Tenancy;
  - 9.1.9.2. pre-existing environmental impact does not pose a risk to the New Tenancy; and
  - 9.1.9.3. the New Tenancy does not pose a risk of exacerbating / impacting on pre-existing impacts.
- 9.1.10. AECI may permit a limited ESA and may not require extensive remediation (as specified in Section 10) for Alterations where the results of the limited ESA has confirmed the absence of environmental / human health impacts which require urgent remediation and where all of the following conditions can be met:
- 9.1.10.1. hard-surfacing shall as far as possible be left intact (the removal and reinstatement of not more than 15% of the total surface area is considered acceptable);
  - 9.1.10.2. excavation of soils below affected hard-surfaces shall be avoided as far as possible;
  - 9.1.10.3. all excavated soil shall be treated as prescribed in 13.1.8; and
  - 9.1.10.4. an assessment of the condition of the hard-standing surfaces is required pre- and post- alteration (as well as when audits are performed).
- 9.1.11. AECI shall not ordinarily require the site remediation planning and procedures as specified in Section 10 to be followed unless an ESA indicates material risk associated with the contamination of the Site.
- 9.1.12. All Excavation Works done as part of a Pre-Occupation Assessment shall comply with Section 13.1.

- 9.1.13. The results of Pre-Occupation Assessment shall be retained by the Customer and a copy provided to AECl.
- 9.1.14. It is important to note that any environmental impact not recorded in a Pre-Occupation Assessment shall, for the purposes of an Occupation Agreement and any proceedings in relation thereto, be presumed to have arisen after the date of the Pre-Occupation Assessment and be the responsibility of the Customer.**
- 9.1.15. AECl shall not be responsible for any losses and expenses incurred by the Customer or claims made by third parties against the Customer whatsoever relating to pre-occupancy environmental impacts. Where in the course of the Pre-Occupation Assessment, the Customer receives any recommendation from its environmental consultants to the effect that it is necessary to further quantify the extent of contamination or to define an appropriate remedial approach or site-specific standard by the completion of a Phase III ESA (remediation design, implementation and monitoring) or otherwise, the Customer shall notify AECl immediately.
- 9.1.16. All ESAs shall be conducted by a suitably qualified and experienced scientist, engineer or technician. Prior to the appointment of a practitioner by the Customer, the qualifications and relevant experience of the practitioner as well as the proposed scope of work are subject to the approval of AECl.
- 9.1.17. Where an Environmental Authorisation is required for development contemplated in an Occupation Agreement, a separate Pre-Occupation Assessment shall generally not be required by AECl provided that the information submitted to the competent authority in respect of the application for environmental authorisation includes ESA equivalent in scope and purpose to a Pre-Occupation Assessment.

## 9.2. Interim and Exit Assessments

- 9.2.1. An Interim Assessment or Exit Assessment shall be conducted by the Customer:
- 9.2.1.1. prior to the expiry or renewal of the Occupation Agreement, the assignment of the Occupation Agreement to a third party and/or the Customer undergoing a change in control as that term is defined in the Companies Act, 2008;
  - 9.2.1.2. where an ERA (in terms of Section 9.3), internal or external audit (in terms of Section 14) or incident assessment conducted by the Customer identifies potentially significant actual or likely environmental degradation arising from the Customer's activities; and/or
  - 9.2.1.3. where an investigation by the Customer and/or AECl identifies potentially significant actual or likely environmental degradation arising from the Customer's activities.

- 9.2.2. An Interim Assessment or Exit Assessment shall consist of a review of activities conducted by the Customer that may have altered the environmental condition of the Site during the term of the Occupation Agreement and, subject to 9.2.3 and 9.2.4, shall include:
- 9.2.2.1. Environmental Site Assessment (ESA); and
  - 9.2.2.2. remediation planning and procedures as specified in Section 10.
- 9.2.3. AECI shall not ordinarily require soil sampling as part of an ESA included in an Interim or Exit Assessment where an ERA or an audit in terms of Section 14 adequately demonstrates, to the satisfaction of AECI that no environmental impact has resulted from any and all activities performed by the Customer, and that the Customer has not exacerbated / impacted on any pre-existing impact.
- 9.2.4. AECI shall not ordinarily require comprehensive ESA nor extensive remediation (as specified in Section 10) during ongoing site utilisation unless the results of a limited ESA confirms environmental impacts which require urgent remediation due to immediate risk to human health or the environment.
- 9.2.5. All Excavation Works done as part of an Interim Assessment or an Exit Assessment shall comply with Section 13.1.
- 9.2.6. As much of the investigation required for a Pre-Occupation Assessment and an Exit Assessment is the same, Customers may reach agreement with future tenants regarding the sharing of costs for the performance of Exit Assessment where the future tenant is known to the Customer.

An Interim Assessment or Exit Assessment shall be conducted by an experienced and suitably qualified scientist, engineer or technician. Prior to the engagement of a practitioner by the Customer, the qualifications of the practitioner and proposed scope of work are subject to AECI's approval.

### 9.3. Environmental Risk Assessment

- 9.3.1. Where an ERA is required in terms of 8.2 for existing operations or 9.1 as part of a Pre-Occupation Assessment it shall be performed by a suitably qualified scientist, engineer or technician.
- 9.3.2. The Customer shall ensure that an ERA is, revised to ensure that it remains applicable to current and new operations, any proposed New Developments and Alterations and/or New Tenancies.
- 9.3.3. The ERA shall:

- 9.3.3.1. take all the proposed / actual activities within operational and affected areas and the site characteristics and restrictions into consideration; surrounding site activities (cumulative risk) as well as existing environmental impacts and remediation activities within or outside the Site boundaries shall also be considered;
  - 9.3.3.2. identify site activities that result or may potentially result in significant environmental degradation within or outside the Site's boundaries and/or that have or may have an adverse effect on the Site / UIC, including the risks and status associated with the Site's pre-existing impacts and remediation activities;
  - 9.3.3.3. consider areas on Site that have been identified as significantly impacted;
  - 9.3.3.4. identify suitable measures to mitigate and monitor actual and/or potential environmental degradation identified under 9.3.3.2 and 9.3.3.3, so as to inform design requirements of engineered interventions and monitoring requirements to the satisfaction of AECl; and
  - 9.3.3.5. inform, where applicable, the requirement for ESA, a LRUA, Remedial Plan, RemEMPrs and the SiteEMP
- 9.3.4. The Customer shall make a copy of the ERA available to AECl as follows:
- 9.3.4.1. New Development and/or Alterations: as part of the Pre-occupation Assessment;
  - 9.3.4.2. New Tenancies: as part of the Pre-occupation Assessment; or
  - 9.3.4.3. Existing Operations: within 90 days upon AECl's request.

## 10. Site Remediation Planning and Procedures

- 10.1. As the owner of the Site, AECl reserves the right to review and approve all remedial programs. AECl and the Customer are best protected by permanent solutions and risk-based remedial options are typically only approved for New Tenancy and Alterations.
- 10.2. The Customer shall inform AECl in writing of the results of an ESA within 30 days of such results becoming available to the Customer and confirm AECl's requirements where:
  - 10.2.1. a Pre-Occupation Assessment in 9.1 indicates significant pre-existing environmental impact; or
  - 10.2.2. an Interim Assessment or Exit Assessment in 9.2 indicates significant environmental impact as a result of a Customer's activities.
- 10.3. Following receipt of information provided in terms of 10.2, AECl may require the Customer to provide a Remedial Plan to the satisfaction of AECl in the form of:

- 10.3.1. a Remediation Action Plan, consisting of a rational design for the remedial measures necessary to effectively address the risks associated with significant environmental and human health impacts on the Site; and/or
  - 10.3.2. a RemEMPr, which describes the reason and approach to the investigation/assessment of the site, the evaluation of alternative options to manage the potential risks identified and prescribes the recommended mitigation measures for management of the impacted site, as appropriate to the proposed or existing land use.
- 10.4. The documents referred to in 10.3 shall be:
- 10.4.1. prepared by a suitably qualified and experienced scientist, engineer or technician; and
  - 10.4.2. submitted to AECl for review.
- 10.5. On the review contemplated in terms of 10.4, AECl may submit for regulatory approval the documents referred to in 10.3 in keeping with AECl's Remediation Strategy.
- 10.6. Following the review contemplated in 10.4.2 and/or the regulatory approval contemplated in 10.5, AECl shall confirm their requirements in terms of amendment, approval of and/or implementation of the Remedial Plan with the Customer in writing.
- 10.7. Following written approval by AECl of the Remedial Plan, the Customer shall implement the Remediation Action Plan and/or RemEMPr.
- 10.8. Following conclusion of remediation as contemplated in 10.7, the Customer shall provide a detailed Remediation Report, to the satisfaction of AECl. The Remediation Report shall *inter alia*:
- 10.8.1. describe the remediation and rehabilitation activities and mitigation measures, where applicable;
  - 10.8.2. describe and provide results of verification sampling;
  - 10.8.3. describe the residual contamination status of the site;
  - 10.8.4. provide recommendations regarding future measures required for the further remediation and/or environmental risk management of the site;
  - 10.8.5. include a map with coordinates delineating specific applicable site areas including but not limited to locations:
    - 10.8.5.1. where a specific type of remediation was performed;

- 10.8.5.2. with a certain type of residual impact;
  - 10.8.5.3. that were excluded from remediation; and/or
  - 10.8.5.4. with specific post-remediation recommended mitigation measures and/or restrictions; and
- 10.8.6. include supporting documentation in the form of Appendices, where applicable.
- 10.9. Unless otherwise agreed in terms of an Occupation Agreement, all remedial work, including but not limited to soil/waste treatment, stabilisation or removal and disposal identified by way of a Remediation Action Plan, shall be undertaken by the Customer at its own cost.
- 10.10. All soil remediation shall comply with Environmental Laws applicable at the time and in particular any norms and standards for such remediation and requirements for the disposal of contaminated soil.
- 10.11. Approval of a Remedial Plan by AECI shall not derogate from the Customer's obligation to apply for and comply with any Environmental Authorisation required by the Customer under Environmental Laws.

## 11. Land Redevelopment and Use Agreements (LRUAs)

- 11.1. AECI may be in a position to provide a site-specific Draft LRUA based on available information, prior to receipt of a Pre-Occupation Assessment, an Interim or Exit Assessment and/or an ERA referred to in Section 9. The Customer should ascertain from AECI whether a draft LRUA is available to inform the Customer's development planning.
- 11.2. AECI shall develop and make a site-specific LRUA available to the Customer for:
- 11.2.1. New Development and/or Alterations, which takes into consideration a Pre-Occupation Assessment and associated ESA as detailed in Section 9.1, any ERA as detailed in 9.3 as well as any remedial plans and/or work done in terms of Section 10;
  - 11.2.2. New Tenancies, at AECI's discretion, which takes into consideration a Pre-Occupation Assessment and associated available ESA as detailed in Section 9.1, any ERA as detailed in 9.3 as well as any remedial plans and/or work done in terms of Section 10 into consideration; or
  - 11.2.3. Existing Operations, at AECI's discretion, which takes the ERA as detailed in 9.3, any ESA, Interim or Exit Assessment in terms of 9.2 and any remedial plans and/or work done in terms of 10 into consideration.
- 11.3. The LRUA shall provide background information and contain specific and detailed requirements/restrictions to facilitate risk management during New Development, Alterations, New Tenancies, Existing Operations as well as ongoing and future land use.

- 11.4. The Customer shall familiarise itself with the LRUA and implement and adhere to the requirements of the LRUA.
- 11.5. Non-compliance with the LRUA shall constitute a breach of this Code.
- 11.6. AECI reserves the right to revise the LRUA on notice to the Customer where changes in the Customer's operations, additional information regarding or changes to the conditions of the site reasonably require such revision.
- 11.7. The Customer shall inform AECI of any changes to its operations or impacts on the Site (including remedial measures) that may require information or specifications in a LRUA to be revised and/or renegotiated.

## 12. Site Environmental Management Plan

- 12.1. All Customers shall compile and submit a copy of their SiteEMPs to AECI for approval. SiteEMPs shall include the following minimum information:
  - 12.1.1. details of specific environmental management measures to be implemented in order to comply with Environmental Laws, this Code as well as any applicable LRUA and RemEMPr;
  - 12.1.2. development layout/site plan and method statement for all activities to be undertaken on the Site that may pose a significant environmental risk;
  - 12.1.3. excavation works plan;
  - 12.1.4. list of all raw and final products and waste materials, together with Material Safety Data Sheets for raw and final products and intermediate products that may pose a significant environmental risk;
  - 12.1.5. stormwater management plan;
  - 12.1.6. waste management plan;
  - 12.1.7. effluent management plan;
  - 12.1.8. air quality management plan;
  - 12.1.9. emergency preparedness plan; and

- 12.1.10. a checklist of all stipulated environmental management measures for auditing purposes.
- 12.2. The SiteEMP shall cover all the development phases, including *inter alia* site preparation, construction, operational, maintenance and decommissioning phases. For practical purposes the SiteEMP may be provided in two or more parts to cover various phases of the development.
- 12.3. The SiteEMP shall be developed and implemented **prior** to activities associated with a specific phase commencing, e.g. construction activities will not be allowed to commence without an approved SiteEMP for the construction phase.
- 12.4. A copy of the SiteEMP shall be kept on Site by the Customer.
- 12.5. The development layout plan referred to in 12.1.2 shall:
  - 12.5.1. include a description and map/drawing indicating:
    - 12.5.1.1. the boundaries of the existing development or proposed New Development / Alteration and plant servitude corridors;
    - 12.5.1.2. the layout of buildings and plant;
    - 12.5.1.3. the layout of access roads and turning circles;
    - 12.5.1.4. material and plant laydown and stockpile areas (including soil stockpile areas); and
    - 12.5.1.5. the layout of services.
- 12.6. The stormwater management plan referred to in 12.1.5 shall:
  - 12.6.1. take the requirements referred to in 13.2 into consideration;
  - 12.6.2. be developed and maintained in accordance with any / all relevant AECI Storm Water Management Agreements and or requirement and shall address the construction, operational and closure phases. The Customer shall ascertain applicable agreements and requirements with AECI;
  - 12.6.3. be developed in accordance with the eThekweni 'Design Manual: Guidelines and Policy for the Design of Stormwater Drainage and Stormwater Management Systems' (2008);
  - 12.6.4. define measures to prevent the off-site migration of potentially contaminated runoff and sediment/silt emanating from the Site;
  - 12.6.5. provide for suitable interventions such as surface profiling, engineering measures and/or coverage for the development and operational phases, to prevent water ingress into Contaminated Land;

- 12.6.6. address ongoing monitoring and maintenance of stormwater measures and infrastructure; and
  - 12.6.7. specify stormwater management requirements in relation to the Excavation Works plan (Section 12.7).
- 12.7. The Excavation Works plan referred to in 12.1.3 shall require approval by AECl prior to commencement of Excavation Works and shall:
- 12.7.1. take the requirements referred to in 13.1 into consideration;
  - 12.7.2. detail excavation and backfilling work (location, extent, depth, volumes that cannot be backfilled);
  - 12.7.3. detail soil stockpiling (location, layout, volume, cover, duration of stockpiling);
  - 12.7.4. detail soil placement (location, rehabilitation and integration into site infrastructure); and
  - 12.7.5. detail soil disposal (reason for disposal, volumes, method of disposal, details of removal service provider and landfill site) and measures that shall be implemented to limit soil erosion. NOTE: Disposal of soil is generally prohibited on land owned by AECl and requires authorisation from AECl in writing.
- 12.8. The Customer shall amend, expand and/or update its SiteEMP prior to undertaking an Alteration and from time to time to incorporate all reasonable requirements imposed by AECl and/or to comply with any Environmental Laws.
- 12.9. Should a Customer have a SiteEMP in place which was developed as part of their Environmental Management System (EMS), an Environmental Impact Assessment or other relevant process, such a SiteEMP may be utilised in terms of this Code, provided it complies with all the requirements of this Section (Section 12).

## 13. Operations and Activity Practices and Controls

### 13.1. Excavation Works and Soil Management

A suitably qualified Health and Safety Practitioner, shall be appointed for relevant work, as required by the OSHA. In addition to any requirements imposed by the OHS Act:

- 13.1.1. An Excavation Permit shall be obtained from AECl prior to engagement in any and all digging activities on land owned by AECl.

- 13.1.2. Reasonable precautions shall be taken to prevent soil and/or sediments and/or leachate (wind and/or water-borne) from leaving the Site during the construction, operational and/or decommissioning phases.
- 13.1.3. Extensive re-profiling of the Site shall not occur; without the prior written consent of AECl.
- 13.1.4. The Customer shall not allow or cause construction and Excavation Works beyond the boundaries indicated on the development layout plan submitted in terms of 12.5, without the prior written consent of AECl.
- 13.1.5. Dumping and/or burying of surplus and/or contaminated soils, sludge and/or any waste material is prohibited within all areas of land owned by AECl; soil placement on site (after due testing and assessment) may only occur with written consent of AECl.
- 13.1.6. As the owner of the Site AECl reserves the right to:
  - 13.1.6.1. review and approve all development plans that require Excavation Works to be performed;
  - 13.1.6.2. require reasonable mitigation measures to be implemented during execution of excavation activities to facilitate the protection of human health and the environment;
  - 13.1.6.3. oversee all Excavation Works, development plans and activities; and
  - 13.1.6.4. stop work / require additional preventative measures reasonably necessary to prevent environmental degradation from occurring.
- 13.1.7. All Excavation Works are to be performed with care and with appropriate management oversight.
- 13.1.8. The Customer shall treat all excavated soil as contaminated until appropriate testing confirms otherwise; and shall where reasonably possible backfill to the original location from which soil was excavated. Soil that cannot be backfilled in this manner shall be assessed (including testing, if contamination status is unknown) and, if such soil is contaminated, shall be:
  - 13.1.8.1. managed on-site at a location and under conditions approved by AECl in writing; or
  - 13.1.8.2. if on-site soil management is not possible or feasible and provided such disposal is approved by AECl in writing, disposed of appropriately to a licenced waste disposal facility.
- 13.1.9. On receipt of an excavation permit, it is the responsibility of the Customer to ensure that adequate measures are implemented to protect the health and safety of its employees and contractors involved in any and all excavation works, including excavation works in any area where there is a known or potential material risk of harm to human health due to

contaminants in soil, fill material and/or buried wastes. The customer shall compile a Health and Safety Plan (HASP) prior to commencing with such works.

- 13.1.10. All investigation and development work shall comply with the requirements of the OHS Act and persons conducting such work are required to use appropriate PPE.
- 13.1.11. The Health and Safety Practitioner should, in addition to their statutory authority:
  - 13.1.11.1. advise on health and safety requirements for workers potentially exposed to contaminated soil;
  - 13.1.11.2. compile a method statement for the contractor to guide all health and safety requirements associated with development in an area impacted by contaminants in the soil, including at a minimum the activity specific PPE that is required to be worn by the contractors and a protocol for the removal and disposal of PPE; and
  - 13.1.11.3. audit compliance with the HASP.
- 13.1.12. The site-specific PPE as defined by the appointed Health and Safety Practitioner is to be worn at all times by employees while undertaking Excavation Works.
- 13.1.13. Prior to any Excavation Works commencing, the Customer shall obtain *separate* Excavation Permits for:
  - 13.1.13.1. all Excavation Works *within* the boundaries of the development footprint depicted in the development layout plan submitted in terms of 12.5; and
  - 13.1.13.2. any Excavation Works *outside* of the boundaries of the agreed development depicted in the development layout plan submitted in terms of 12.5;
- 13.1.14. The Customer shall obtain an updated Excavation Permit prior to any significant changes to the development layout plan.
- 13.1.15. The Customer shall keep and maintain a manifest of all soil/ borrow material brought onto Site. AECI may at its discretion require the Customer to test and verify the suitability of any soil/ borrow material to be used for backfilling brought onto Site by a Customer.
- 13.1.16. All costs associated with Excavation Works including HASPs, the appointment of a Health and Safety Practitioner, PPE, additional testing, stabilisation, and backfilling are for the account of the Customer.

## 13.2. Stormwater Management

- 13.2.1. In accordance with the eThekweni 'Design Manual: Guidelines and Policy for the Design of Stormwater Drainage and Stormwater Management Systems' (2008), the National Building

Regulations and Part R (Stormwater Disposal) of Section 3 of SABS 0400 (1990), AECI requires that:

- 13.2.1.1. All sites control runoff in excess of that which would have occurred if a site had been in its natural or virgin state. Such stormwater management may be in the form of infrastructure installed to ensure that the rate of runoff is reduced to predevelopment states and that runoff is not concentrated onto adjacent neighbouring sites or other infrastructure, be it road drainage, valley lines, stormwater channels or the Umdoni Dams; and
  - 13.2.1.2. The means of stormwater disposal is the subject of an acceptable rational design prepared under the supervision of a professional engineer or other approved competent person.
- 13.2.2. Where the condition stated in 13.2.1.1 cannot be met, the Customer shall confirm in writing (together with adequate proof) that capacity constraints in the existing stormwater infrastructure will remain within acceptable limits post development, so as to ensure that new development or alterations does not result in capacity constraints being exceeded.
  - 13.2.3. All stormwater (clean and dirty), industrial effluent and sewerage systems shall be kept separated.
  - 13.2.4. Existing stormwater infrastructure shall be preserved and protected and any modifications to the UIC stormwater system may not occur without the prior written consent of AECI.

### 13.3. Groundwater Management

- 13.3.1. AECI shall be responsible for the conduct and cost of general groundwater monitoring at Umbogintwini, however, the Customer shall install, operate and maintain appropriate monitoring and detection infrastructure, designed and implemented to a specification satisfactory to AECI, for any groundwater impacts that may arise due to the Customer's operations / activities and to which infrastructure, AECI shall be entitled reasonable access.
- 13.3.2. The Customer must obtain written consent from AECI prior to the installation of any boreholes.
- 13.3.3. Groundwater monitoring boreholes are not to be damaged or destroyed. Risk in and to monitoring infrastructure on a Site vests in the Customer and where damage occurs for any reason whatsoever, the cost of repair and reinstatement shall be recovered from the Customer.
- 13.3.4. Use of groundwater is prohibited and AECI shall be notified immediately if groundwater is encountered during excavations and/or observed as on-site seeps.

- 13.3.5. Boreholes within operational areas must be capped and locked; the introduction of any substance into a borehole is strictly prohibited unless agreed with AECl in writing.

#### 13.4. Air Quality Management

- 13.4.1. It is the Customer's responsibility to comply with all the requirements of the National Environmental Management: Air Quality Act, which may include but are not limited to:
  - 13.4.1.1. applying for an Atmospheric Emission Licence (AEL) with the relevant regulators, should any of the Customer's activities triggers the need for an AEL;
  - 13.4.1.2. complying with all the requirements of the AEL, where a Customer has been issued with an AEL; and
  - 13.4.1.3. reporting to the relevant regulator, if required in terms of an AEL.
- 13.4.2. Should a Customer be issued with an AEL; and be required in terms of its AEL to monitor emissions against specified emission limits and be required to report to regulators on the compliance with such limits, the Customer shall provide AECl with a report on such compliance on an annual basis for purposes of informing overall management of emissions at Umbogintwini.
- 13.4.3. All air emissions incidents that result in emissions that could be life threatening shall be reported immediately to the Environmental Helpline (082 440 7207) as per the UIC's EMPRO manual.

#### 13.5. Use of Services

- 13.5.1. No illegal or unauthorised service connections of any nature are permitted.
- 13.5.2. The Customer shall make use of existing services. Where additional services are required, those services shall be above-ground unless agreed with AECl.

#### 13.6. Materials Management and Spill Control

- 13.6.1. The Customer shall, prior to occupation, provide details of all hazardous substances required for, or generated in the course of, operations together with a process flow for waste streams and a layout of manufacturing, storage and despatch locations. The Customer shall not amend its manufacturing process through the introduction or generation of new substances without AECl's written approval (which approval shall not be unreasonably withheld).

- 13.6.2. Approval of the use of new substances by AECl shall not derogate from the tenant's obligation to apply for and comply with any Environmental Authorisation required by the Customer under Environmental Laws.
- 13.6.3. The Customer may not permit any hazardous chemicals or other substance that threatens the environment to enter the ground, drains, stormwater systems or surface water.
- 13.6.4. AECl reserves the right to require the installation of hard-surfaces, bunding, monitoring and/or other facilities as are reasonably necessary to prevent (and monitor) contamination of the Site and/or surrounding areas from emissions emanating from within the Site and/or to prevent the mobilisation of residual contamination from occurring.
- 13.6.5. The Customer shall notify AECl of any damage to tanks, bunds, sumps, foundations, process plant and equipment, and any other structure or infrastructure that poses an environmental risk.
- 13.6.6. Storage of hazardous materials or substances whether bagged or bulk or on pallets, and whether liquid in a tank or other container is not permitted on any surface that is not impermeable and intended for that type of storage (i.e. chemically resistant, etc.), or where containment is difficult. Liquid storage areas shall have bunding or other containment system with containment capacity equivalent to at least 110% of the maximum capacity of the storage facility.
- 13.6.7. The Customer shall ensure that there is no leakage or spillage at transfer points, from storage containers whether above or below ground, from piping above or below ground, from inadequate bunding and any other sources by adopting appropriate maintenance, design, control and housekeeping measures.
- 13.6.8. Maintenance planning shall include measures that address and prevent soil contamination, which includes bund areas and other hard surfaces for emergency catchment and includes soil and surface water contamination considerations.
- 13.6.9. Wash areas for containment of oil are to be cleaned and maintained on a regular basis. Where possible, soaps, emulsifiers or any substances that solubilize oils and greases should not be used in these areas. The use of degreasers and other substances that solubilise oil need to be documented by the Customer and authorised by AECl and records of type and volumes used shall be kept for review during annual audit.
- 13.6.10. Notwithstanding and in addition to complying with all Environmental Laws relating to the management of asbestos-containing material, AECl reserves the right to require that the Customer:

- 13.6.10.1. provide AECI with a statement on whether any asbestos-containing material and/or wastes are located, used, processed, handled and/or stored at a site occupied by the Customer;
  - 13.6.10.2. provide AECI with documentation on the inventory of all asbestos-containing material and/or wastes located, used, processed, handled and/or stored at a site occupied by the Customer, and for such an inventory to have been prepared or verified by a suitably qualified entity; and/or
  - 13.6.10.3. provide AECI with an asbestos management plan, should asbestos-containing material and/or wastes be located, used, processed, handled and/or stored at a site occupied by the Customer.
- 13.6.11. The asbestos management plan referred to in 13.6.10.3 13.6.10.2 shall include, where applicable:
- 13.6.11.1. an inventory of all asbestos-containing material with details on the location and condition of degradation thereof;
  - 13.6.11.2. an inventory of all asbestos-containing wastes with details on the location and containment thereof;
  - 13.6.11.3. an asbestos monitoring plan, which meets regulatory requirements;
  - 13.6.11.4. an inspection and maintenance plan and schedule for asbestos-containing materials that forms part of the structure of workplace, building, plant or premises;
  - 13.6.11.5. a schedule for phasing out asbestos-containing material;
  - 13.6.11.6. a plan for all demolition work of structures or plant that contain asbestos, and with such a plan having received the required regulatory approval; and
  - 13.6.11.7. a plan for the disposal of asbestos wastes, which meets regulatory requirements.
- 13.6.12. Should an incident (as stated in 1.14) occur as a result of a Customer's activities or processes, the Customer shall manage the incident in terms of Section 30 of NEMA as amended from time to time and/or other applicable legislation, including:
- 13.6.12.1. take all reasonable measures to contain and minimise the effects of the incident, including its effects on the environment and any risks posed by the incident to the health, safety and property of persons;
  - 13.6.12.2. undertake clean-up procedures;
  - 13.6.12.3. remedy the effects of the incident; and
  - 13.6.12.4. assess the immediate and long-term effects of the incident on the environment and public health.
- In addition to the above, the Customer shall:
- 13.6.12.5. report the incident in terms of Section 15 (Notification and Reporting);

- 13.6.12.6. follow and implement requirements of this Code and of AECI which may include Interim Assessment as in Section 9.2 and/or site remediation planning and procedures as in Section 10; and
- 13.6.12.7. undertake all soil treatment, stabilisation or removal and disposal as a result of spillage or other incident at the Customer's own cost.

### 13.7. Building/Plant Management

- 13.7.1. Subterranean bunkers allowing human occupancy is prohibited.
- 13.7.2. Any bunded areas on the Site are only to be used for emergency containment of unforeseen spillages. Bund areas are to be kept empty and dry during all other occasions. Incidents that require emergency containment are to be recorded in the incident register.
- 13.7.3. Pump glands are to be checked for leaks at an appropriate frequency.
- 13.7.4. Any leaks on plant shall be contained and repaired as a priority.
- 13.7.5. Any loading areas are to be kept clean and dry and are to be cleaned regularly.
- 13.7.6. All tankers are to be checked for leaks while loading and off-loading is in progress. Loading/offloading is to cease immediately if leaks are detected; and shall not recommence until the leak is remedied and any spillage addressed.
- 13.7.7. Any loading lines are to be drained before moving to the next tank to be loaded/offloaded to prevent any spillage into the ground.
- 13.7.8. The Customer shall undertake the regular cleaning and maintenance of roadways, bunds, storage areas and other surfaces so as to maintain the Site in a neat and tidy condition.

### 13.8. Control of Vehicles

- 13.8.1. Entry to the Site: Vehicles entering the Site are to be roadworthy and suitable for the transport of the materials they carry.
- 13.8.2. Within the Site: Vehicles are to be suitably and safely loaded to prevent loss of product and spillages on roadways and other surfaces.
- 13.8.3. Restricted areas: The Customer is to ensure that its employees, suppliers, customers, agents, representatives and invitees do not travel in areas of the UIC that are off limits or restricted. The Customer shall ensure that it is familiar with the location of such areas.

- 13.8.4. The recovery and cleaning of road and other surfaces contaminated through the spillage of chemical products, raw materials, oils, diesel or any other substance that poses a threat to road safety or the environment is to be done promptly and no later than the end of working day on which they occur. Any spillages that cannot be easily contained, or that cannot be removed by the end of that working day, or that have resulted in contamination are to be reported to AECI immediately.
- 13.8.5. Discharging of loads: Vehicles carrying any substances that pose or could pose a threat to the environment are only permitted to discharge their contents in areas of the Site demarcated for that specific purpose, and under the control of qualified supervisors.
- 13.8.6. Washing of tankers is strictly forbidden on any land owned by AECI without the prior written consent of AECI.

### 13.9. Waste and Effluent Management

- 13.9.1. The Customer shall comply with all Environmental Laws relating to the classification, storage, assessment, disposal, recycling, re-use, and reduction of waste.
- 13.9.2. Should any waste be stored on site the following measures shall apply:
  - 13.9.2.1. Waste skips are to be free of leaks and are not to be overfilled;
  - 13.9.2.2. Bags of waste are to be bunch tied, stored on pallets and under roof; and
  - 13.9.2.3. Hazardous waste is to be stored separately from general waste and different types of recyclable materials are to be stored separately, where possible.
- 13.9.3. All waste not recoverable is to be disposed of off-site. Any dumping or burying of waste on the Site or on any land owned by AECI is prohibited including litter and garden refuse.
- 13.9.4. Building rubble shall not be dumped or buried on the Site or the on land owned by AECI without prior written consent from AECI. Contaminated building rubble should be treated as hazardous waste and disposed of accordingly.
- 13.9.5. All waste manifest documentation including proof of receipt by the waste manager shall be retained for the duration of the Occupation Agreement and made available to AECI on request.

## 14. Compliance Monitoring and Audits

- 14.1. AECI shall be entitled to enter onto the Site to conduct inspections to confirm the Customer's compliance with this Code with or without notice to the Customer. For the avoidance of doubt, such right is in addition to AECI's rights in Section 5.
- 14.2. The Customer shall appoint responsible and trained personnel for all areas within the Site, who shall maintain a record of all leaks and spills which could have potential for soil, groundwater or stormwater contamination. The records shall be reviewed at agreed regular intervals and all decisions to provide protective, containment or remediation measures are to be recorded. These records are to be made available to AECI on request.
- 14.3. The Customer shall implement and comply with its SiteEMP and shall assess and report to AECI on such compliance by:
  - 14.3.1. conducting internal compliance reviews on at least a monthly basis during the construction phase of New Development and Alterations which shall be submitted to AECI in electronic format on request;
  - 14.3.2. conducting internal compliance reviews on a regular basis of at least a quarterly frequency (unless otherwise motivated by the Customer and agreed by AECI) during the operational phase which shall be submitted to AECI in electronic format upon request;
  - 14.3.3. conducting internal compliance reviews on at least a monthly basis during the decommissioning phase which shall be submitted to AECI in electronic format on request;
  - 14.3.4. conducting annual internal peer audits or appointing an independent environmental consultant to report to the Customer on and conduct an annual audit for compliance with this Code, any LRUA and the Customer's SiteEMP; and to supply a copy thereof to AECI within 30 days of receipt by the Customer; Note: independent audits to be performed in the first year of operation and at least once every 3 years thereafter; and
  - 14.3.5. All internal and external audit reports shall be retained and be available for inspection for the duration of occupation.

## 15. Notification and Reporting

- 15.1. Meetings shall be held between the Customer and AECI to discuss environmental issues as and when required.

- 15.2. It is the responsibility of the Customer to make the necessary legal appointments in terms of the OHS Act to provide the correct reporting channels.
- 15.3. The Customer's contact person and an alternative contact person for reporting spillages, material adverse audit findings and incidents is to be appointed in writing by the Customer and notified to all the Customer's employees as well as AECl.
- 15.4. In addition to any reports which are required by law to be made to a specified regulator, all spillages, incidents, pre-directives, directives, dawn-raids, warrants & statutory inspections are to be reported immediately to the Environmental Helpline (082 440 7207), and additionally, in respect of material adverse audit findings, directly to AECl.
- 15.5. The Customer shall inform AECl and provide detail of all mitigation measures, regulatory reporting and communication relating to material adverse audit findings and all incidents, pre-directives, directives, dawn-raids, warrants & statutory inspections within 24 hours.
- 15.6. The Customer shall maintain an incident register:
  - 15.6.1. containing details of material adverse audit findings and all incidents (reportable and non-reportable)
  - 15.6.2. that is up-to-date and available for inspection; and
  - 15.6.3. for a period of five years.