



ISLAND VIEW STORAGE (PTY) LTD

trading as

BIDVEST TANK TERMINALS

ALLOCATION MECHANISM FOR UNCOMMITTED CAPACITY

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SCHEDULES

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1. **DEFINITIONS AND INTERPRETATION**

1.1 Except where it is clearly apparent from the context, in this Allocation Mechanism, the words and phrases which are defined in this paragraph 1 have the meanings given to them in this paragraph and cognate words and phrases have corresponding meanings.

1.2 In this Allocation Mechanism:

1.2.1 **Act** means the Petroleum Pipelines Act, 60 of 2003;

1.2.2 **Allocation Mechanism** means this document read with the schedules attached to it;

1.2.3 **Applicant** means a person who wishes to use Uncommitted Capacity at any of BTT's Storage Facilities and who may apply, or who applies, for access to such Uncommitted Capacity in terms of this Allocation Mechanism;

1.2.4 **BBBEE Act** means the Broad Based Black Economic Empowerment Act, 53 of 2003;

1.2.5 **BTT** means Island View Storage Proprietary Limited trading as Bidvest Tank Terminals;

1.2.6 **BTT's STC's** means BTT's standard trading terms and conditions, the current version of which is attached to this Allocation Mechanism and which form the basis of any contract which BTT may conclude with an Applicant;

1.2.7 **Business Day** means any Day other than a Saturday, Sunday or statutory public holiday in the Republic of South Africa;

1.2.8 **Certificate** means a certificate of analysis issued by a laboratory acceptable to BTT confirming that a Product meets the Specifications which apply to that Product;

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- 1.2.9 **Commencement Date** means the date on which this Allocation Mechanism is approved in writing by NERSA;
- 1.2.10 **Confidential Information** means all information which is directly or indirectly disclosed or becomes known to BTT or an Applicant or a Customer in any way in relation to this Allocation Mechanism and which is not public knowledge, including in all cases, all work product; and
- 1.2.10.1 irrespective of whether the information is marked “Confidential” and/or whether Discloser claims confidentiality in respect thereof; and
- 1.2.10.2 irrespective of the form of that information and including information in oral or intangible form, information which is stored in computerised, electronic, disk, tape, microfilm or other form, information which is an original creation and information which is derived in any way including from examination, testing, visual inspection, analysis or physical inspection of assets, properties or facilities; and
- 1.2.10.3 excludes only information which:
- 1.2.10.3.1 the Recipient proves by way of documentary evidence was already lawfully known to it, or lawfully in its possession, was obtained from a source other than the Discloser before the date of disclosure and which is not subject to any other confidentiality obligations; or
- 1.2.10.3.2 is lawfully disclosed to the Recipient by someone other than the Discloser after the date of disclosure, on a non-confidential basis and free of any confidentiality obligations; or
- 1.2.10.3.3 is public knowledge on the date it is disclosed by the Discloser or becomes public knowledge after being disclosed, in both cases other than as a result of a breach of this Allocation Mechanism or any other confidentiality obligation; or

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- 1.2.10.3.4 which the Recipient proves by way of documentary evidence that it developed independently, without in any way using or relying on any of the Confidential Information and without breaching this Allocation Mechanism or any other confidentiality obligation;
- 1.2.11 **Customer** means a person to whom BTT is contracted to, amongst other things, store Products at a Storage Facility;
- 1.2.12 **Customer Request** means the Customer Request Form attached to this Allocation Mechanism marked “**Customer Request**”;
- 1.2.13 **Day** means a calendar day;
- 1.2.14 **Discloser** means the person who discloses Confidential Information to a Recipient;
- 1.2.15 **Laws** means all laws including the common law, primary and subordinate, national, provincial and local statutes, regulations, by laws, directives, guidelines, practice notes, instructions, policies, rules, court orders, decisions by any regulatory authority and any other document which has the force of law and **Law** has a similar meaning;
- 1.2.16 **Licences** means BTT’s licences issued in terms of the Act in respect of the Storage Facilities;
- 1.2.17 **LPG** means liquefied petroleum gas in liquid form;
- 1.2.18 **Month** means the period calculated from a particular Day in one calendar month to the Day before the Day numerically corresponding to it in the next calendar month, both Days included;
- 1.2.19 **NERSA** means the National Energy Regulator of South Africa established by section 3 of the National Energy Regulator Act, 40 of 2004;
- 1.2.20 **New Business Application** means BTT’s written application which potential new customers are required to complete and which includes

an application for credit and which is amended by BTT from time to time, provided that the current version of the New Business Application is attached to this Allocation Mechanism headed “**New Business Application**”;

- 1.2.21 **Non-LPG** means petroleum products excluding LPG;
- 1.2.22 **Personal Information** means information about a natural or juristic person and from which that person can be identified and which, in the context of an Applicant and a Customer, may include:
- 1.2.22.1 name, registration number, physical and business addresses, financial, strategic and other confidential business information, correspondence with or from that person, bank details, VAT, tax and other registration numbers, details of regulatory and other authorizations;
- 1.2.22.2 biographical information about the Applicant’s or the Customer’s Personnel such as name, gender, date of birth, nationality, details of family members, offices and directorships held, employment history and information, education details, contact information such as home and postal addresses, telephone number, email address and country of residence, identification numbers such as government-issued identification or passport numbers and/or correspondence with or from those Personnel;
- 1.2.23 **Personnel** means BTT or an Applicant’s or a Customer’s respective direct or indirect shareholders, directors, officers, employees, agents and contractors;
- 1.2.24 **PPE** means personal protective equipment prescribed by the more onerous of the Law or in the case of PPE required in respect of material handling, the SDS for the particular Product and in all other cases, BTT’s SHE Requirements;
- 1.2.25 **Processing** means what BTT and its contractors do with, and to, Personal Information and includes collecting, receiving, recording,

organising, collating, storing, updating or modifying, retrieving, altering, consulting, using, analysing, combining, disclosing, disseminating, making available, merging, linking, restricting, degrading, erasing or destroying or deleting Personal Information;

- 1.2.26 **Products** means petroleum products regulated by the Act and which are or may be stored in the Storage Facility and **Product** means any one of those petroleum products;
- 1.2.27 **Recipient** means a person to which or whom Confidential Information is disclosed;
- 1.2.28 **SDS** means a safety data sheet for each Product stored by BTT and which, as a minimum, complies with all applicable Laws and describes the physical and chemical properties of that Product, physical and health hazards associated with that Product, means of exposure, precautions for safe handling and use, emergency and first-aid procedures and control measures required in connection with that Product;
- 1.2.29 **SHE** is an acronym referring to safety, health and the environment;
- 1.2.30 **SHE Requirements** means BTT's safety, health and environmental requirements and standards, as amended or replaced from time to time;
- 1.2.31 **Site Rules** means BTT's access, safety, health, environmental, security, computer network, conduct and other site rules, regulations, requirements, policies and procedures which apply to each Storage Facility, as amended or replaced from time to time;
- 1.2.32 **SOP's** means BTT's standard operating procedures applicable to each Storage Facility, as amended or replaced from time to time;
- 1.2.33 **Specifications** means the written specifications applicable to a Product and which specifications which the Customer must provide to BTT in respect of that Product;

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- 1.2.34 **Storage Facility** means any of BTT's storage facilities as defined in terms of the Act and BTT's current Storage Facilities are situate at:
- 1.2.34.1 Harbour Arterial, South Dunes, Richards Bay (non-LPG);
- 1.2.34.2 Harbour Arterial, South Dunes, Richards Bay (LPG); and
- 1.2.35 **Tariffs** means the NERSA approved BTT tariffs for storing Products at the Storage Facilities and which are set out in the Tariff Schedule, as amended or replaced from time to time;
- 1.2.36 **Tariff Schedule** means the schedule of Tariffs, as amended or replaced from time to time and a copy of the Tariff Schedule setting out the Tariffs which apply on the Commencement Date is available on NERSA's website at <http://www.nersa.org.za/>;
- 1.2.37 **VAT** means value added tax applicable in terms of the Value Added Tax Act, 89 of 1991;
- 1.2.38 **Vehicles** means the vehicles on, or in, which the Products are delivered to a Storage Facility or redelivered from a Storage Facility.
- 1.3 Whenever any number of Days is prescribed in this Allocation Mechanism, it excludes the first and includes the last Day unless the last Day falls on a Saturday, Sunday or South African public holiday in which case the last Day will be the next succeeding Business Day.
- 1.4 Where a word or expression is defined in this Allocation Mechanism and that definition contains a provision conferring a right or imposing an obligation on any party, then notwithstanding that it is contained only in a definition, effect must be given to that provision as if it were a substantive provision contained in the body of this Allocation Mechanism.
- 1.5 Words or expressions defined in any particular paragraph in the body of this Allocation Mechanism must bear the meaning so assigned to them throughout this Allocation Mechanism:
- 1.5.1 unless the context indicates otherwise; or

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- 1.5.2 unless the words and expressions are defined in the schedules attached to this Allocation Mechanism comprising BTT's STC's and New Business Application in which case, the definitions contained in those documents apply only to those documents.
- 1.6 A reference to a **paragraph** or **schedule** is a reference to a paragraph of, or schedule to, this Allocation Mechanism.
- 1.7 A reference to a **person** means a natural or juristic person and includes an individual, a company, close corporation, body corporate, unincorporated association and any other entity having separate legal personality.
- 1.8 A reference to **South Africa** means the Republic of South Africa;
- 1.9 When any payment falls due or any other obligation falls to be performed on a Day which is not a Business Day, then that payment must be made or that obligation must be performed on the immediately preceding Business Day.
- 1.10 Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 1.11 The *eiusdem generis* rule does not apply so that whenever specific words of a particular class are used in conjunction with general words then the specific words shall not limit the meaning of the general words. If any provision is followed by the word "including" and specific examples, such examples must not be construed so as to limit the general ambit of the provision concerned.
- 1.12 A reference to any legislation (including statutes, ordinances, regulations and by-laws) must be construed as a reference to that legislation as at the Commencement Date and as amended or re-enacted or substituted from time to time.

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- 1.13 A reference to any statutory body or court or to any association for the purposes of appointing an expert or arbitrator must be construed as a reference to that statutory body or court or association as at the Commencement Date and its successors.
- 1.14 A reference to any legal principle, doctrine or process under South African Law includes a reference to the equivalent or analogous principle, doctrine or process in any other jurisdiction in which the provisions of this Allocation Mechanism may apply or to the Laws of which BTT or a Customer may be, or may become, subject.
- 1.15 The expiration or termination of this Allocation Mechanism does not affect those of its provisions which of necessity must continue to apply after such expiration or termination.
- 1.16 Headings of paragraphs are inserted for the purpose of convenience only and must be ignored in the interpretation of this Allocation Mechanism.
- 1.17 Unless inconsistent with the context, words signifying any one gender include the others, words signifying the singular include the plural and vice versa and words signifying natural persons include artificial persons and vice versa.
- 1.18 Any reference to an amount in this Allocation Mechanism means that amount is exclusive of VAT unless specified otherwise.
- 1.19 This Allocation Mechanism is governed by, and must be construed according to, the Law of South Africa.

2. BTT'S LICENCES AND THE STORAGE FACILITIES

- 2.1 BTT holds the following Licences in respect of the Storage Facilities:
- 2.1.1 Richards Bay PPL.sf.lf.F3/323/2017;
- 2.2 BTT owns and operates the Storage Facilities.
- 2.3 Only the following Products can be stored at the Storage Facilities:

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- 2.3.1 Richards Bay, LPG, Butane, Propane;
- 2.3.2 Richards Bay, Petroleum liquids;
- 2.4 The allocation of capacity for the storage of petroleum product (as defined in the Act) at BTT Storage facilities covered by the licences above is done centrally at Bidvest Tank Terminals at our Head Office. Therefore the Allocation Mechanism contained in this document shall be applicable for all the locations.
- 2.5 The fact that a Product meets the general description of Products which BTT may be able to store in its Storage Facilities as indicated in paragraph 2.3 of this Allocation Mechanism does not guarantee that the Customer's Product can be stored in the Storage Facilities as the Customer's Product may be incompatible with the Specifications of Product already stored in those Storage Facilities or may give rise to an unacceptable contamination, safety or other risks.
- 2.6 BTT is not obliged to receive into, or store in, any Storage Facility any Product unless that Product is accompanied by a Certificate.
- 2.7 None of BTT's Storage Facilities are connected to the Transnet National Multi-Product Pipeline.

3. **TARIFFS**

- 3.1 BTT's Tariffs for the storage of Products in the Storage Facilities are set out in the Tariff Schedule.
- 3.2 BTT's Tariffs are available on NERSA's website at <http://www.nersa.org.za/>.
- 3.3 BTT's Tariffs exclude VAT.
- 3.4 BTT's Tariffs change from time to time. Please ensure that you have the current Tariff Schedule.

4. ALLOCATION OF UNCOMMITTED CAPACITY

- 4.1 Construction and development of new petroleum product storage facilities involves a significant capital outlay and assumption of risk by BTT. BTT is only willing to make the necessary investment and assume the associated risks in terms of a contract with a Customer. Any such contract must be of sufficient duration to enable BTT to ensure that the venture is commercially sound and sustainable. Where BTT constructs and develops new Storage Facilities for a Customer, the full new Storage Facilities are contractually committed to the Customer and the Customer is, in turn, bound by the long term contract which facilitates the development of those Storage Facilities. As a result, for the duration of the Customer contract which is concluded to enable BTT to make an investment in new Storage Facilities, those new Storage Facilities are contracted capacity and not Uncommitted Capacity. BTT's commitment to construct and develop Storage Facilities on the basis of long term contractual commitments is on a "first come, first served" basis. The first person to enquire regarding investment in new Storage Facilities under a long term contract is granted the first opportunity to enter into such a contract with BTT provided that BTT's commercial, operation and technical requirements are met and BTT considers the investment to be feasible and sustainable.
- 4.2 Even where there is no investment in new Storage Facilities, where Customers conclude contracts with BTT for the use of Storage Facilities and use those Storage Facilities, that capacity is contracted capacity and not Uncommitted Capacity.
- 4.3 Where Customers consistently do not use their contracted capacity or where BTT has not concluded contracts with Customers in respect of licensed Storage Facilities, that capacity may be determined by NERSA to be Uncommitted Capacity. BTT shall make Uncommitted Capacity available to Applicants on a first-come first-served basis. Except where BTT has concluded long term contracts with Customers in order to pay for new Storage Facilities, Customers' use of BTT's Storage Facilities is subject to a use-it-or-lose-it principle and allocated on a "first come, first

served” basis, subject to BTT’s commercial, operational and technical requirements.

- 4.4 In terms of section 20(1)(n) of the Act, BTT elects not to provide access to its Storage Facilities on the basis that Uncommitted Capacity is shared among all users in proportion to their needs.
- 4.5 BTT will consider all applications for access to Uncommitted Capacity on a first-come first-served basis and provided that the Applicants comply with the requirements for such access as set out in this Allocation Mechanism.
- 4.6 BTT will only contract with Applicants in respect of Uncommitted Capacity in accordance with the application process set out in this Allocation Mechanism. BTT will not consider incomplete or incorrect applications for access to Uncommitted Capacity.
- 4.7 BTT only deals with Applicants whose identities have been established and verified. Where an Applicant is a juristic person, BTT will only deal with the Applicant if and when it and its ultimate beneficial owners have been identified and their identities have been verified. BTT’s initial requirements in this regard require the Applicant to complete the schedule attached to this Allocation Mechanism headed “Applicant Identification Form” and to include in its application the documents described in that form. BTT may require an Applicant to provide additional information or documents in relation to its identity in the course of identifying and verifying the identity of the Applicant and/or its ultimate beneficial owners.
- 4.8 Where an Applicant represents someone else, BTT will require the Applicant to identify itself and the person for whom it acts and provide suitable proof of its authority to act for that person.
- 4.9 BTT’s Richards Bay Storage Facility is an import terminal where marine vessels are discharged into the Storage Facilities. A high degree of fluctuation in available ullage is typical for all Products stored at BTT’s Storage Facilities.

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- 4.10 BTT will only make ullage comprising Uncommitted Capacity at its Storage Facilities available to Applicants taking account of the following operational, technical and commercial considerations and provided that the Applicant's application complies with the requirements in paragraph 5:
- 4.10.1 BTT is not obliged to receive or store any Products at any Storage Facility unless each consignment of that Product is accompanied by a Certificate;
- 4.10.2 for contamination, safety purposes and other risk purposes, BTT will:
- 4.10.2.1 only store Products having identical Specifications and which are produced by the same supplier in the same tank; and
- 4.10.2.2 BTT will only store Product from different Customers in the same tank if all affected Customers' give their prior written consent to such consolidated storage and provide BTT with appropriate indemnification and security in respect thereof;
- 4.10.3 BTT's Storage Facilities are regularly refilled from incoming shipments and ullage is therefore only available for specific volumes and time periods;
- 4.10.4 periodic ullage availability does not necessarily mean that that ullage constitutes Uncommitted Capacity as the ullage may be contracted to Customers having cyclic requirements or it may not be capable of being used due to contamination, safety and other risks;
- 4.10.5 Customers must notify BTT of their requirements within the time periods prescribed in their contracts with BTT and must update those requirements in accordance with BTT's planning requirements, as advised by BTT from time to time;
- 4.10.6 BTT is not obliged to accept Product from Customers who do not comply with BTT's notice and planning requirements;

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- 4.10.7 BTT is not obliged to accept Product from Customers who do not undertake in writing to comply with BTT's Site Rules, SHE Requirements and SOP's, from time to time;
- 4.10.8 BTT is not obliged to accept Product from Customers who do not take out insurance prescribed by BTT from time to time;
- 4.10.9 BTT will negotiate with each Applicant for the supply of available ullage if and when BTT is able to accommodate the specific Product, the volumes and the storage times required by that Applicant;
- 4.10.10 BTT will not accept Product unless there is available ullage for the period required by the Customer determined taking account of incoming shipments, outgoing volumes and maintenance and operational requirements;
- 4.10.11 ullage availability fluctuates and is limited by volume and time which means that if BTT commits ullage to a Customer and that Customer fails to use the ullage when it is available, the Customer may lose that ullage and it may be made available to the next Customer applying the "use it or lose it" and "first-come first-served" principles;
- 4.10.12 Applicants must agree, in writing, that their access to the Storage Facilities is subject to the terms and conditions of the Licences before BTT will consider concluding contracts with them as Customers;
- 4.10.13 Applicants must agree, in writing, to BTT disclosing to NERSA any information about them and their access to and use of the Storage Facilities as is required by NERSA, from time to time before BTT will consider concluding contracts with the Applicants as Customers;
- 4.10.14 Applicants must agree that their access to BTT's Storage Facilities is subject to any circumstances or events which limit or prevent such access such as emergency repairs or breakdowns before BTT will consider concluding contracts with the Applicants as Customers. BTT will communicate with Customers if any such circumstances or events prevent or restrict their access to Uncommitted Capacity. While BTT

will do its best to try and find alternative Storage Facilities for any affected Customer, it cannot guarantee to do so and the Customer remains responsible for finding suitable storage for its Product.

- 4.11 Despite any other provision of any other document, BTT is not liable to any Applicant or Customer for any indirect, special or consequential loss or damages arising from any cause of action, including in contract, delict, from strict or statutory liability. Indirect, special or consequential loss or damages are deemed to include standing time costs, demurrage, the cost of obtaining alternative storage and holding costs. In addition, BTT may refuse to contract with an Applicant as Customer unless and until a suitable limit of liability is agreed.
- 4.12 BTT will only contract with an Applicant as a Customer on the basis that, unless and until it obtains BTT's prior written consent on each occasion, that Customer may not transfer to any other person, or allow anyone else to use, any or all of its rights to access BTT's Storage Facilities.

5. APPLICATION PROCESS

- 5.1 The Applicant must deliver to BTT 1 electronic copy of its application for access to Uncommitted Capacity. This electronic copy of the application for access must be in Word format and all documents must be in PDF format. All spreadsheets must be in Excel format. The application must comply with the following requirements and include, as a minimum, the following information and documents:
- 5.1.1 the information and documents identifying the Applicant and where the Applicant is a juristic person, the information and documents identifying its ultimate beneficial owners (that is the natural persons who own or control the juristic person) set out in the schedule attached marked "**Applicant Identification Form**";
- 5.1.2 if the Applicant is a juristic person, the full names and identity or passport numbers of the individuals authorized to represent it and a copy of the resolution or other mandate in terms of which those individuals are authorized to represent the Applicant;

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- 5.1.3 if the Applicant represents someone else, the full names and identity or passports numbers of both the Applicant and its principal (or where the either the Applicant or the principal is a juristic person, the ultimate beneficial owners of the Applicant and its principal) and a copy of the resolution or other mandate in terms of which that Applicant is authorized to represent the principal;
- 5.1.4 the application must be in writing and must be emailed to info@bidtanks.com and with a carbon copy to pipelines@nersa.org.za, with subject heading "Application for access to Uncommitted Capacity";
- 5.1.5 the application must specify the nature and type of Product/s requiring storage, including Specifications and a SDS for each Product (each SDS must be less than 12 months old);
- 5.1.6 the application must specify the desired location of storage (i.e. Richards Bay);
- 5.1.7 the application must specify the required storage volume of Product in metric tons and cubic metres;
- 5.1.8 the application must include proof reasonably satisfactory to BTT that the Applicant has a reliable supply of the Product and that the Product will be delivered and removed during the ullage window;
- 5.1.9 the application must include proof to BTT's reasonable satisfaction that the Applicant has suitable and sufficient transport and logistics facilities in place and sufficient suitable alternative storage so as to enable the Applicant to take delivery of, and remove its Product from, the Storage Facilities before expiry of the ullage window;
- 5.1.10 the application must specify the dates when the Applicant intends to deliver the Product into storage, how long it intends to leave each Product in storage and when it will remove the Product from storage;

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- 5.1.11 the application must specify the Applicant's forecasted volumes in respect of which it requires storage per month for a 12 month period, including monthly opening and closing stock balances;
- 5.1.12 the application must specify the intended method and volume of delivery of each Product to, and redelivery of each Product from, the Storage Facility and if the intended method of either delivery or redelivery is rail, the Applicant must provide written confirmation of its contractual arrangements with the rail service provider;
- 5.1.13 the application must specify any other operational storage and handling requirements and/or constraints of the Applicant;
- 5.1.14 the application must include a completed and signed **Customer Request**;
- 5.1.15 the application must include a completed and signed **New Business Application** and proof of financial stability (in this regard, BTT may require security, additional information and documents once it has considered the application);
- 5.1.16 the application must include proof reasonably satisfactory to BTT that the Applicant's transport contractors and other Personnel who will be entering the Storage Facilities will comply with BTT's Site Rules, SHE Requirements and all applicable regulatory requirements, where the Personnel are transporters, they will have to demonstrate compliance with all applicable road traffic legislation in relation to vehicles, drivers and other Personnel including:
- 5.1.16.1 the National Road Traffic Act, 93 of 1996 and the regulations to that act, particularly with reference to carriers of hazardous goods.
- 5.1.17 the application must include a copy of the Applicant's wholesale licence/s issued in terms of the Petroleum Products Act, 120 of 1977;

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- 5.1.18 if the Applicant intends importing the Products, the application must include a copy of the Applicant's import permit in respect of those Products;
- 5.1.19 if the Applicant intends taking discharge of the Products from a marine vessel, the application must include the details of the marine vessel and in this regard, BTT is not obliged to accept such discharge unless the marine vessel is reasonably acceptable to it and Transnet National Ports Authority, a division of Transnet SOC Limited.
- 5.1.20 the application must include a copy of the Applicant's VAT registration certificate;
- 5.1.21 the application must include a valid tax compliance certificate issued within the past 3 Months;
- 5.1.22 the application must include a copy of the Applicant's current accreditation certificate issued in terms of the BBBEE Act and the Codes of Good Practice promulgated in terms of the BBBEE Act;
- 5.1.23 the application must include a certificate of good standing issued in respect of the Applicant in terms of Compensation for Occupational Injuries and Diseases Act, 130 of 1993;
- 5.1.24 the application must include a detailed schedule of any information included in the application and which the Applicant considers to be Confidential Information;
- 5.1.25 the application must include the Applicant's written consent to the Processing of any of its Personal Information by BTT or BTT's Personnel and the Applicant's written confirmation that it has obtained the written consent of its Personnel to the disclosure to BTT of any of the Personal Information of the Applicant's Personnel which is included in the Application.
- 5.2 Within not more than 3 Months after receiving an application which complies in all respects with the requirements of paragraph 5.1, BTT will

review that application and notify the Applicant whether the application is correct and complete.

- 5.3 If an application is correct and complete and BTT has Uncommitted Capacity which may meet the Applicant's requirements, it will notify the Applicant accordingly and BTT and the Applicant may then negotiate a contract in terms of which the Applicant will become a Customer with access to that Uncommitted Capacity.
- 5.4 Subject to its contractual commitments to its Customers, BTT will only make Uncommitted Capacity available to Applicants:
- 5.4.1 when a written contract has been concluded with them as Customers;
 - 5.4.2 subject to compliance with BTT's induction process, Site Rules, BTT's SHE Requirements and all applicable Laws;
 - 5.4.3 when all vehicles which the Applicant wishes to bring onto any Storage Facility are proved to comply in all respects with the Site Rules, BTT's SHE Requirements and all applicable Laws;
 - 5.4.4 when the carriers of the Applicant's Products to and from BTT's Storage Facilities prove to BTT that they have completed the "Drivers' Induction Course" available from BTT on request;
 - 5.4.5 when the vehicles entering BTT's Storage Facilities have complied with the requirement to sign in on entry, including submitting to any search and breathalyzer or other testing and providing any required waivers and indemnities;
 - 5.4.6 when the Applicant has provided BTT with an underwriter's certificate confirming that it has in place the minimum insurance cover required by BTT, that that insurance cover is current and will not expire for a period of at least 6 months and that all premiums in respect of that insurance cover have been paid in full;
 - 5.4.7 when the Applicant has provided BTT with any security required in terms of the contract.

- 5.5 It may take a significant period for an Applicant to comply with all requirements for obtaining access to Uncommitted Capacity in terms of this Allocation Mechanism.
- 5.6 After expiry of the dates when an Applicant specifies that it wishes to use Uncommitted Capacity, BTT will consider the application to be obsolete and the Applicant must again apply for access to any Uncommitted Capacity at BTT's Storage Facilities.