

Johannesburg
Postnet Suite 46
Private Bag 27
1620 Kempton Park
☎ (011) 392 4870
Fax (011) 392 3213

Forestry & General
✉ 40060
1218 The Village
☎ (078) 986 9523
Fax (086) 672 3761

APPLICATION : SAFCA MEMBERSHIP AND STALKER HUTCHISON ADMIRAL (PTY) LTD
PUBLIC LIABILITY INSURANCE COVER –

Notes :

1. Applicants who wish to obtain membership and not the public liability insurance cover, need only complete section A. Applicants who wish to have both, need to complete both sections A & B.
2. If you do not have an existing contract with your principal, a certificate of insurance will only be issued once the contract is officially awarded. Should your application be approved (re liability insurance) whilst in contract negotiations with your principal, a letter of approval will be issued for submission to your principal.
3. Each and every page **MUST** be initialled. No initial = no assessment.
4. **The following documents must accompany each new application:**
 - 4.1. Company / CC / trust – official registration documentation.
 - 4.2. Sole trader or partnership : Copies of identity document/-s of all partners.
 - 4.3. Company / CC / partnership: Resolution on letterhead of applicant, authorising the person completing application to do so.

SECTION A – GENERAL INFORMATION Type text here

1. GENERAL BUSINESS INFORMATION :

- 1.1. Registered name of business _____
Trading as (if applicable) _____
- 1.2. Type of business (underline): Oneman concern / partnership / closed corporation (CC) / company (Pty. Ltd.) / trust. If other type, please specify : _____
- 1.3. Reg. no. (CC/Pty Ltd/Ltd/Trust): _____
RSA ID no. (if applicant a sole proprietor): _____
VAT no.: _____
- 1.4. Date of registration (if CC, trust, Pty.Ltd or Ltd): _____ / _____ / _____.
- 1.5. Date business established : _____ / _____ / _____.
- 1.6. Physical address: _____ Postal adress: _____

_____ Code _____

Initial: _____

1.8. Tel. no.: Code _____ No. _____. Cellphone no. _____

1.9. Fax no.: Code _____ No. _____.

1.10. E-mail address : _____.

1.11. Do you have an existing contract with your principal? Yes / No

If “No”, are you presently submitting a tender for a contract? Yes / No

1.12. Date when contract with your principal incept or may incept :
____day / _____ month/ _____(year)

1.13. Requested date for inception of insurance : ____ / _____ (month) _____(year)

2. **REPRESENTATION:**

2.1. The business is and/or will be managed and represented by the following person/-s:

Initials and surname	Forestry experience and / or applicable qualifications.	Capacity (manager/director Member, etc.)
----------------------	---	--

2.1.1. _____

2.1.2. _____

2.2. **Forestry experience detail of person/-s mentioned above :**

2.2.1. Where obtained (e.g. timber farming, forestry contracting, etc.), which employer/-s, which province/-s, how long been involved in forestry, nature/type of experience. **State per person where more than one person noted in 2.1.**

Initial : _____

3. FORESTRY CONTRACTING ACTIVITIES :

3.1. Forestry activities (underline each applicable activity in 3.2).

NB – 1. If you do fire break preparation with fire and/or block and/or slash burning or any other burning of firefighting activities (incidental fire fighting not applicable here, only if duties are contractually obligated) and such activity/-ies are not declared herewith, no claim resulting from such activity will be entertained as your policy have to be individually amended for such activities and additional premium charged.

2. A separate questionnaire needs to be completed for any contractually obligated fire activity (be it burning or firefighting).

3.2. Contractually agreed activities must be underlined and also forestry activities which flow naturally from or result from contractual activities.

Harvesting (manual operations): Clearfell manual / thinnings manual / cable yarding / harvesting burnt timber / extraction manual.

Harvesting (mechanised operations): clearfell mechanised / thinnings mechanised / extraction mechanised.

Loading: station loading / depot loading / infield loading.

Silviculture (manual operations): soil preparation / plantation precleaning / pitting / planting / pruning / slashing / chemical weed control / manual weed control.

Silviculture (mechanised operations): soil preparation / plantation precleaning / pitting / planting / woodchipping / mulching.

Application of fire: fire break preparation / burning of slash / block burning / land clearing / under canopy burning.

Fire: fire fighting / manning of lookout towers / fire detection by video surveillance.

Transport: longhaul / shorthaul - truck / shorthaul - tractor.

Roads: making of roads / road maintenance / road slashing / road grass cutting.

Maintenance: roads / mechanical / buildings / fire lookout towers.

Security: plantation guards / access control / guarding offices and/or villages.

General: village management / depot handling / charcoalproducer / garden services / eco tourism / stump cutting or grinding / banana stick-dropper producing / nursery / mensuration / catering / bee-keeping.

Complete here below if your activity/-ies not listed above :

3.3. Specify activities in terms of an approximate percentage of your rand turnover (e.g. silviculture = pruning, slashing - 60% and transport = short haul - 40%, etc.) :

3.4. What percentage of your income is derived from forestry contracting? _____ %.

3.5. Please supply particulars of non – forestry contracting activities.

Activity (e.g. farming, other business, etc.):

_____ % of turnover/income.

_____ % of turnover/income.

NOTE - If application accepted, **NO** insurance cover will be afforded to any non-forestry contracting activities, whether stated above or not.

Initial. _____

3.6. On behalf of which companies do you do forestry work ?

Company :	General type of activity	Approximate % i.r.o. turnover :
_____	_____	_____.
_____	_____	_____.
_____	_____	_____.

3.7. Supply name of contact person and contact number for each entity you are contracted to (be it a timber company or a private grower) :

Name : _____ Co. _____) Number: _____

Name : _____ Co. _____) Number: _____

Name : _____ Co. _____) Number: _____

Name : _____ Co. _____) Number: _____

3.8. Financial interest.

NOTES -

1. Stakeholder in terms of this question means :

a **family member** (for example a husband, wife, son, daughter, father, mother, father in law, mother in law, daughter in law, son in law);

if a **trust** either as trustee or beneficiary;

if a **company** either as a shareholder or director or any other nominee on your behalf, holder of shares of any quantity or class;

a member or nominee of a member of your **CC** (holding any percentage members interest) and/or a close corporation in which you have a members' interest directly or indirectly.

2. Cover for claims by entity/-ies in which such stakeholding exists, is excluded.

3. Holdings held by you or your business entity in listed companies are not applicable to this exclusion.

3.8.1. Are you and/or a family member (i.e. husband, wife, son, daughter, father, mother, father in law, mother in law, daughter in law, son in law) or the business entity applying for cover, a stakeholder by any means in the entity or entities or company or companies you will be or are contracting for?

Yes / No (If such stake exists, please state nature and extent thereof here below).

3.8.2. Are the entity or any of the entities (company, trust, CC etc.) you are contracted to, a stakeholder in your business?

Yes / No (If such stake exists, please state nature and extent thereof here below).

_____.

_____.

_____ Initial

3.9. Sub Contractors and/or sub contracting.

3.9.1. Do you use the services of any other entity (a sub-contractor) than the one listed in question 1 here above, to perform your duties as are contractually required?

Yes / No.

3.9.2. Are any of the contracts in terms of which you perform your contracting duties in the name of any other entity than the one which is stated in question 1.1? (in other words – are you the principal contractor or are you subcontracted to the principal contractor?)

Yes / No.

If yes to either or both of the above, state registered name and trading names and type of legal person (i.e. CC, trust, etc.).

3.10. **NOTE** – The turnover figures here below are required for insurance purposes only as a risk assessment factor . Turnover figures relate to forestry contracting activities only. SAFCA turnover figures applicable to any and all principals apart from Sappi. Sappi figures relate ONLY to Sappi operations. If you work for both Sappi AND another principal/-s, both sets of figures must be completed.

SAFCA turnover figures:

Approximate annual turnover - immediate past twelve months : R _____.

Approximate annual turnover - estimate next twelve months : R _____.

Sappi turnover figures:

Approximate annual turnover - immediate past twelve months : R _____.

Approximate annual turnover - estimate next twelve months : R _____.

3.11. Geographical area/-s in which you are operating now or envisage where you may be operating in the near future :

Province : _____ . District : _____.

- Plantations :
1. _____ (on behalf of which company _____).
 2. _____ (on behalf of which company _____).
 3. _____ (on behalf of which company _____).
 4. _____ (on behalf of which company _____).
 5. _____ (on behalf of which company _____).
 6. _____ (on behalf of which company _____).
 7. _____ (on behalf of which company _____).
 8. _____ (on behalf of which company _____).

(If you operate at more locations, please specify in the same format on separate sheet / attach hereto).

Initial : _____

3.12. **NOTE** – SAFCA/CAPE here below refers to staff employed or to be employed on any contracting activity which is NOT Sappi related. SAPPI refers to staff employed on a direct contract with Sappi or where Sappi require cover to be held when acting on Sappi proerty on behalf of another third party (other than Sappi).

<u>Number of staff:</u>	SAFCA / CAPE	SAPPI
Management:	_____.	_____
Supervisors:	_____.	_____
Mechanics:	_____.	_____
General drivers:	_____.	_____
Truck drivers LH:	_____ (Long haul).	_____
Truck drivers SH:	_____ (Short haul).	_____
Tractor drivers (infield):	_____.	_____
Tractor drivers (transport)	_____.	_____.
Bell operators :	_____.	_____
Skidder operators	_____.	_____
Mech. Harv. Operators	_____.	_____
Mech. Silvic's operators:	_____.	_____
Cable yarding operators :	_____.	_____
Chipping plant operators:	_____.	_____
Mulching plant operators	_____.	_____
Chain saw operators :	_____.	_____
Administrative staff :	_____.	_____
Control room staff:	_____.	_____ (digital video fire detection).
Technicians:	_____.	_____ (digital video fire detection).
All other staff:	_____.	_____
Total number :	_____ / _____	_____

SECTION B.

NB NB Please **CIRCLE** the correct answer (where applicable) **AND INITIAL** each page.

NOTE: ALL QUESTIONS MUST BE REPLIED TO. IF A PARTICULAR QUESTION DOES NOT RELATE TO YOUR BUSINESS, STATE "NOT APPLICABLE" OR "N/A".

1. Do you have a specific plan in place in the event of a fire occurring during operations?
Yes / No.

2. Have you appointed a particular person as a safety repretative as required by the Occupational Health and Safety Act (OHS Act)?
Yes / No.

3. Are any of your workers officially qualified in First Aid as required by the OHS Act?
Yes / No.

4. If you replied 'yes' to question 3, when was the certificate obtained?
_____.

5. Do you have specific drills or procedures which must be followed in the event of a hazard (e.g. fire or injury) occurring?
Yes / No.

Initial : _____

6. If you applied 'yes' to question 5, when last or how often are the drills or procedures practised?

7. Are your operational machines equipped with firefighting equipment (e.g. machines - fire extinguisher or if a mechanical harvester/mulcher/forwarder fitted with a fire suppression system)?

Yes / No.

8. If you replied 'yes' to question 7, have your operators been trained in the proper use of the equipment and by whom?

9. Do you carry firefighting equipment irrespective of your type of operation or which season it is? If 'no', please state reason here below.

Yes / No.

10. When in use, are machines checked for properly oiled bearings and debris in the engine cavities before operations commence each day and between shift changes?

Yes / No.

11. The area/plantation in which you are currently operating, is it inhabited by people, be it formally (grower villages or compounds) or informally (squatter camps or villages of local inhabitants)?

Yes / No.

12. Is there an operational sawmill in or adjoining the plantation/forest within a radius of approximately 5 km from where your operations on the ground are or will be?

Yes / No.

13. Note:

Questions 13.1 to 13.4 ONLY applicable and must be completed if you run another business enterprise/es over and above your forestry contracting enterprise/-s (for example - farming, construction, sawmilling, non-forestry related transport, retail, etc.).

NOTE – Question 13 NOT applicable if ALL your enterprises are bona fide forestry contracting operations AND all are individually registered with SAFCA as members.

13.1. Do you utilise specific employees strictly in one enterprise or do you transfer them between the various enterprises as the need arises? Please respond as completely as possible.

13.2. Are your employees **randomly** utilised between your respective enterprises?

Yes / No.

Initial : _____

- 13.3. Do you have written employment agreements with **ALL** your employees, irrespective of by which enterprise they are employed?
Yes / No.
- 13.4. Are you willing to make your **forestry contracting** enterprise's employment agreements available for inspection by a representative from SAFCA or Forestry & General?
Yes / No.
14. Is there a charcoal manufacturer within a radius of approximately 5 km from where you are operating presently or where you may be operating in the near future?
Yes / No.
15. Are you presently involved in charcoal manufacturing?
Yes / No.
16. If you replied 'yes' to question 15, give a clear description of the following :
Size in metres of fire breaks around the plant; maintenance of such fire breaks;
description of any combustible material in such breaks (e.g. grass);
(also state measures to eliminate spread of fire risk during the dry season).
-
-
-
-
- 17.1. Are grower / forestry company / land owner on whose behalf you are or may be contracting, a member of the local Fire Protection Association (FPA)? (if 'yes' specify which entity by name).
Yes / No. Member : _____
Name of FPA : _____.
- 17.2. Are you (as stated in section A 1.1) a member of the local Fire Protection Association?
Yes / No. Name of FPA : _____.
18. Is the FPA as stated in question 17, is registered with the Department of Agriculture, Forestry & Fisheries?
Yes / No.
19. Is a striker unit/-s (fire fighting) stationed in the plantation in which you are operating or may operate in the near future ?
Yes / No.
20. Is the area in which you are/will be working, covered by or in line of sight of a manned fire lookout / tower or covered by video surveillance?
Yes / No.
21. Do you have vehicles equipped for fire fighting and/or is there a fire tender stationed in a radius of 5 km?
Yes / No.

Initial : _____

22. Is the public allowed free access to the area in which you are operating?
Yes / No.
23. Is a public road (gravel or tar) running through/next to the area in which you are working ?
Yes / No.
24. Is there a railway line within or at the boundary of the plantation where you are currently working?
Yes / No.
25. Do you have a planned program in respect of training in general and specific task related training (such as basic fire fighting training) of your employees?
Yes / No
26. In the event of a fire or any other hazard/crisis, is radio communication available?
Yes / No.
27. If you replied 'yes' to question 26, is it just internally in your company or just to adjacent fire authorities or both ? Specify if applicable to the fire season only or all year round.
-
28. If you replied 'yes' to question 26, are the means of such radio communications (handheld portable or mobile radio) **constantly with** your infield operations, whatever the nature or size of your infield operations may be?
Yes / No.
29. If you replied 'yes' to q.26, and if you are operating simultaneously at more than locality, are the means of radio communications available at **every locality** during infield operations?
Yes / No.
30. If you replied 'no' to q. 26, state how contact will be made with the grower or authorities in the event of a fire or other hazard.
NOTE - cellphone use will only be acceptable in limited areas.
-
31. Are your logger / skidder / crane / mechanised harvester / cable yarder operators / mechanised silviculture machines / mechanised chipping / mulching machines certified by either the supplier or a training institution in the use of the machinery ?
Yes / No (if 'yes', please give details here below - for example – date certificate issued, including trained by which institution).
-
32. Are your employees allowed to smoke any type of tobacco whilst on duty?
Yes / No.

Initial

33. Do you have rules which are in place and are enforced and are applied if you allow your workers to smoke whilst on duty?
Yes / No.

34. If you replied "yes" to either questions 32 or 33 state the rules and how they are applied. If you have no smoking-control measures, state reason why not.

NOTE – Carefully read the wording of the ‘controlled smoking’ warranty attached as Annexure A hereto. Your rules must comply with wording of the warranty.

35. (1) What type of fires are employees allowed to make (e.g. in drum / on ground / etc.), (2) at what place, (3) at what times and (4) what method is applied to extinguish such fires ? (relating to warming or cooking fires during infield operations). Please specify.
(Note the rules of Annexure C attached to this application)

(1) _____ (2) _____
(3) _____ (4) _____

36. Are you / your company prepared to assist the plantation owner / principal in the event of a fire occurring whilst your operations are within a reasonable distance (when requested to assist)?
Yes /No.

37. Did you or your company during the past five years of your operation have any unintended fires which required firefighting equipment to be used or which caused any damage to the plantation and/or other property or if you were doing contractual burning, any fire that caused damages to property other than the specific area that you were supposed to burn?
Yes / No.

38. If you replied 'yes' to question 37, give the approximate dates of the fires.
Specify (day / month / year).

____ / ____ / ____.
____ / ____ / ____.
____ / ____ / ____.

39. Specify the cause/-s of the fires :

40. Has any claim been made against you and/or any company / business by whom you are/were employed or are/were a member / trustee/ partner / director / owner, for loss or damages suffered or death **due to a fire** allegedly caused by yourself and/or your employer and/or your employees, during the last five years?
Yes / No.

Initial

41. If you replied 'yes' to question 40, please specify in respect of : 1. amounts claimed, 2. dates of fires, 3. claimed by whom, 4. amounts paid, 5. areas in which the fires occurred, 6. Causes of the fire/s.

42. If you replied 'yes' to question 37, are you aware of any claim for damages or injuries suffered or the death of any person/-s, that may still be instituted against you and/or your business as a result of any such fire?
Yes / No.

43. If you replied 'yes' to question 42 state an estimated amount of the possible claim and when do you expect such claim to formally lodged against you.

R _____ When? _____.

44. Do you / your company have firefighting drills/procedures?
Yes / No.

45. How are workers and other staff trained in the drills/procedures/use of firefighting equipment?
Specify.

46. How regularly is firefighting equipment inspected for possible repairs?
Daily / Weekly / Monthly / Bi-monthly / Other periods? _____.

47. Where and in what is fuel for chainsaws and any other machines (excluding diesel) kept whilst operating in the plantation?

Specify. _____.

48. What method of refuelling is used for the chainsaws and/or brushcutters and where does it take place ?

Specify. _____.

49. Where is the diesel (to refuel operational machinery) kept during infield operations and what method used to refuel? If refueling ONLY done at base, state as such here below.

Specify. _____.

Initial

50. What method of infield refuelling is utilised for e.g. loaders, skidders and/or other heavy equipment and where does it take place?

Specify. _____

51. The area in which you are presently operating, is predominantly (underline applicable) - Flat (0-5 degrees slope) / Undulating (5-10 degrees slope) / Steep (15-25 degrees slope)/ Very steep (more than 25 degrees slope).

52. In the area in which you are currently working, is the plantation -- Pine / Gum / Wattle / combination of _____.

53. Have you / your company or any person in your employ or supervision, been held liable for any loss / damages / injuries suffered by any person/company (including an own employee), during the last five years (**excluding** claims resulting from a fire occurring infield, but including own employee injury claims) ?
Yes / No.

54. If you replied "yes" to q.53, give full details. Continue on a separate sheet of paper if space below not adequate.

55. Did you have in the recent past or are you presently experiencing labour problems, that is, 'go slow', wage disputes, strikes, etc.?
Yes / No.

56. Are you aware of labour problems being experienced by the plantation owner / forestry company in the recent past or presently or threatening to occur ?
Yes / No.

57. If you replied 'yes' to either or both questions 55 or 56, give full details.

58. What is the level of union involvement in your company?

Initial

59. Give a short description of the state of the labour relations within your enterprise?

60. Do you have implemented disciplinary and grievance procedures?

Yes / No.

61. If you replied 'No' to question 60, do you intend to implement formal disciplinary and grievance procedures in the near future?

Yes / No.

62. If you replied 'NO' to both questions 60 and 61, please give a short reason for your decision.

63. Do you have written agreements of employment with **all** your employees?

Yes / No.

64. If you have replied 'NO' to question 63, please give a short reason why not.

65. Do you utilise the services of professional labour practioners/consultants to assist your enterprise in general and during industrial action or labour disputes ?

Yes / No.

66. Do you (or do you intend to) fell and/or otherwise remove trees in urban, sub-urban or other such like built-up areas during the next twelve months?

NOTE – no insurance cover provided for such activities by your policy. Tree felling near **plantation** compounds or offices or housing or villages is **not** affected by this.

Yes / No.

67. Do you (or do you intend to) do clearing of fire breaks **on behalf of Eskom** around power stations or underneath power lines ? (**NO cover provided for ANY work where Eskom is or will be the applicant's direct principal**)

Yes / No.

68. Do you (or do you intend to or may) do tree-felling in proximity of fixed structures (plantation offices or housing / compounds / power or telephone lines, etc.)?

Yes / No.

69. Do you (or do you intend to) do tree felling / clearing or mowing or slashing of roadsides on public roads on behalf of **any local or government authority** ? (**NO cover provided for such activities**)

Yes / No.

Initial

70. Are your employees covered / registered in terms of the Act on Compensation for Occupational Injuries and Diseases (old Workmens Compensation Act) ?
Yes / No.

71. What processes do you apply (if any) to manage safety and risks within your business?
Underline the applicable method or methods you use:
Management meetings / toolbox talks without minutes of the meeting / toolbox talks with minutes of the meeting / infield inspections of adherence to safety practices by management/owner / infield inspections of adherence to safety practices by supervisors / none of the above mentioned.

72. Do you have documented Standard Operating Procedures relating to all aspects of operational safety and safety management within your enterprise?
Yes / No.

73. Do you have any comments or information other than requested in the above questions contained in this application, which may affect the likelihood of liability attaching to yourself and/or your company and/or your employees, or which may cause an insurer / underwriter to refuse cover for liability insurance and/or to impose special terms or conditions to your cover?

74. Has any insurer / underwriter refused to renew or cancelled or imposed special terms your business' shortterm insurance policy or on you own policy if you are a oneman concern?
Yes / No.
If 'yes', state reason/s.

DECLARATION BY APPLICANT :

I / we, the applicant and undersigned, hereby declare :

- 1. The information provided herein is true and correct ;

- 2. I / we accept the constitution of the Southern African Forestry Contractors Association as binding upon myself/ourselves and herewith apply and agree to become members of the said association upon signing and completion of this document and membership being granted. I/we further acknowledge and agree that the entire application, forms the basis of any insurance policy contract issued or to be issued, should I/we require public liability insurance cover as part of this application ;
(continued on next page)

Initial

3. I/we further acknowledge that if I/we are applying on behalf of a juristic person , that I am/we are fully authorised and legally competent to make, complete and sign this application and bind such legal entity herein and warrant it as such ;

4. Neither me/us, nor my/our company, nor me/our employees, have been involved in any occurrence prior to completion/signing of this application which may give rise to a claim/s being made against me/us resulting from my/our negligent or wilful actions or omissions and/or contractual obligations and I / we agree that should such a claim be lodged against me/us or my/our business, there will be no cover in terms of the policy issued or to be issued or the cover granted in terms of this application;

5. I / we agree that I/we have not withheld any information which could reasonably be expected to be known to myself / us and might have affected my/our application to receive cover in terms of the policy issued or to be issued;

6. I/we accept and agree that the underwriters/insurers, and/or their representatives and/or their agents, of the public liability policy are not bound or restricted in any manner in any of their rights or the exercise thereof, by any information supplied or withheld herein and all their rights are reserved;

7. I/we undertake to immediately inform the underwriter/insurer and/or their agents in writing, of any change in my/our company's circumstances which may affect my/our eligibility for cover or continued cover in terms of the abovementioned policy ;

8. I/we fully understand and agree to the contents of this application;

9. I/we agree to the terms and conditions of the policy issued or to be issued and recognise and agree that the complete wording of the policy is available at the offices of the Association for my/our inspection and perusal and will be given to me/us, should I/we elect to do so or request such copy. Failure to peruse the complete wording at any time, will in no manner or cause constitute a defence or exception howsoever, from adhering to the complete wording of the policy issued to SAFCA and its members.

10. I/we agree that the cover offered by the policy issued or to be issued, can and will only be applicable to bona fide forestry contracting operations or activities.

Thus done and signed at _____ on this _____ day
of _____ 20__ .

Signature : _____

Name (print): _____

Company: _____

Annexure A**"controlled smoking"- warranty :**

The insured and/or insured member herewith agrees to the following being made applicable to its, his/her liability policy effective 1 (one) May 2015:

No smoking of tobacco, or any other substance, will be allowed by the insured and its members in circumstances other than stated herewith:

1. All employees to be informed of tobacco smoking policy. Such information to be given or read to and if necessary explained to the employee, by the insured member or a senior employee of the insured (at least a supervisor), what the nature and application of the policy is. Such information and/or instruction to be given to the employee not later than 21 days after the date of inception of employment.
2. The insured member must keep a record of such instruction given to employees by means of a statement which contains the name of the employer, the name and surname of the employee, date of first employment, date of the instruction / information given and either the thumb print or signature of the employee next to his/her name. Such confirmation of instruction to the employee, may be contained in a written and signed employment agreement with such employee.
3. The smoking policy must at least state the places and times when smoking of tobacco or any other substance, will be allowed and where and when it will not be allowed. Copy of such smoking policy and record of instructions to employees to be submitted by the insured member to the insurer in the event of a claim for spread of fire being reported. The records submitted to the insurer must be for at least a period of two months prior to and including the date of fire.
4. In the event of a new member or new employees of a member, allowance will be made for the period which the member have taken part and this warranty clause interpreted as such, with particular reference to the period of keeping of records referred to in clause 3.
5. In the event of existing insured members who had been insured members on a continuous monthly basis in the year prior to the annual renewal of the policy and continue to be insured members, such records of instruction which may be of an earlier date than renewal of the policy, will be accepted.

Signature : _____ .

Annexure B**Subcontractors Exclusion :**

No indemnity in terms of this insurance policy will be afforded to any subcontractor to the Primary Forestry Contractor purely on the basis that such subcontractor executes duties on behalf of the Primary Forestry Contractor as is required or necessary per the agreement concluded with the Principal Party (the plantation owner and/or land owner and/or the lease holder or owner of standing timber), by the Primary Forestry Contractor. Such subcontractor will only receive indemnity in term of this policy if such

subcontractor obtains cover in his/her/its/their own name as a member of SAFCA. For the purposes of this clause, the Primary Forestry Contractor will be deemed to be the party or parties whom has entered into an agreement in his/her/its/their own name with the Principal Party on whose behalf the forestry contracting services are rendered (the plantation owner and/or land owner and/or the lease holder or owner of standing timber). In the absence of any formal written agreement, the Primary Forestry Contractor will be the party whom renders in its own name an invoice or account for services rendered to the principal Party in the agreement and/or whom receives direct payment from the Principal Party for such services rendered.

A subcontractor is any party who is not a Primary Forestry Contractor as stated above or any party or person that cannot be considered to be an employee as defined in the Basic Conditions of Employment Act no. 75 of 1997 (as amended) and the Labour Relations Act no. 28 of 1995 (as amended).

Signature : _____ .

Annexure C

Condition precedent as to liability attaching to the insurer — Villages, kampongs and infield use of fire as method for food preparation or warming

A. In the event of the Insured Contractor Member's employees being housed in a village or kampong, the following minimum standards must be adhered to, irrespective whether such village or kampong units are within plantation boundaries:

- A fire break (free of combustible material) of such size that can be considered reasonable in the circumstances must be made around the perimeter of the village or kampong and the condition of the fire break must comply with the requirements of the National Veld and Forest Fire Act (101 of 1998 as amended).
- No open fires may be made on the ground. All cooking and warming fires to be made in a semi-enclosed metal or concrete container or surface or enclosed ventilated room which is suitable for that purpose.
- All fires must be appropriately and properly extinguished after use with either water, sand or soil as is available.
- No ash or coals may be discarded in the open veld or on open ground or in the fire break around the kampong or village or in a general purpose refuse hole. No cover is given for liability attaching due to damages or loss by fire resulting from coals or ash discarded as aforementioned.
- A fire break (free of combustible material) of such size that can be considered reasonable in the circumstances and with due regard to standards prescribed in the National Veld and Forest Fire Act (101 of 1999 as amended) must be maintained around the perimeter of any general refuse hole which is or will be utilised by such kampong or village.

(Continued on next page)

Initial

- No contents of any refuse hole may be burned on any day that controlled intentional burning has been generally or specifically forbidden either by statute or regulation or proclamation or instruction of the timber owner or the landowner or the principal of the Insured Contractor Member or on any other such day that may reasonably be considered to be detrimental to the lighting of fires in a forestry environment, with specific reference to the Fire Danger Index.

- In the event of the burning of contents of a refuse hole on any other day, the Insured contractor Member must ensure the fire has been properly extinguished before sunset with water, sand or soil as is available.

- In the event of an insured Contractor Member experiencing a fire which causes damage to the property of a third party or injuries to any person, the onus of proof rests upon the insured Contractor Member to provide evidence as to whether the size and condition of the fire breaks as above prescribed were reasonable, if the Insurer alleges that a reasonable standard had not been met.

B. In the event of the insured Contractor Member or employees being housed in a caravan, tent, temporary hut or any other form of temporary accommodation stationed at the actual infield work site of the insured Contractor Member, no cover is given for liability due to damages or loss of whatever nature by fire resulting from the employees or any other person using any cooking or warming method at any time which requires timber (in any form) or charcoal or coal or any other combustible material as the source of heat for preparing food or heating unless the fire is made in a metal container with enclosed sides and properly extinguished with either water, sand or soil as is available no later than 07h30.

C. In the event of the Insured Contractor Member or employees arriving at the worksite in early morning no cover is given for liability due to damages or loss of whatever nature by fire resulting from the employees or any other person using any cooking or warming method at any time which requires timber (in any form) or charcoal or coal or any other combustible material as the source of heat for preparing food or heating unless the fire is made in a metal container with enclosed sides and properly extinguished after use with either water, sand or soil as is available, no later than 07h30.

D. No cover is given for liability due to damages or loss of whatever nature by fire resulting from the Insured Contractor Member or employees or any other person making any cooking or warming fires during the workday or at the end thereof at the work site unless the fire is made in a metal container with enclosed sides and properly extinguished when the work site is vacated.

- In all the above circumstances A, B, C and D, to minimise the risk of fire spreading which ever heat source the Insured Contractor Member or its employees may use, it must be used to a standard as would apply when used by a reasonable forester.

- No cover is given for liability due to damages or loss of whatever nature by fire resulting from the Insured Contractor Member or employees or any other person making any fires for any purpose at any place at any time during the workday other than as allowed for and under the conditions prescribed in A, B, c or D above.

Signature : _____.

Annexure D**Warranty – all intentional burning activities**

“It is herewith warranted that the following minimum procedures will be adhered to prior to commencing any burning operation, be it fire break preparation, burning of slash or block burning or any other similar activity where fire is intentionally applied –

- A burning permit must be issued to the Insured Contractor Member and by the relevant Fire Protection Association. The burning permit must at least include the planned date upon which any burning activity is to be undertaken and the specific area to be burned. The Insured Contractor Member must also prior to commencing burning, be issued with a written work order by its Principal (the party it is contracted to or an authorised agent thereof). Such order may be given electronically and record thereof must be available in the event of an occurrence that may give rise to a claim and/or when an actual claim is instituted;
- In the event of a general burning instruction being issued to the Insured Contractor Member (that is a defined area to be burned on the dates and times as considered reasonable and acceptable to the Insured Contractor Member) by the Principal to the Insured Contractor Member, the Insured Member must ensure that he/she/it complies with the requirements of the National Veld and Forest Fire Act (101 of 1998, as amended) and regulations and/or instructions issued by the relevant Fire Protection Association and/or any prohibitions issued by the government department responsible for the commercial forestry industry. The onus of proof of such compliance rests with the Insured Member;
- In the absence of a general instruction to burn, the Principal of the Insured Contractor Member, must issue a written instruction to the Insured Contractor Member on the actual day that the burning activity is to take place, such instruction given by an employee of the Principal (or any other such authorised person) duly authorised to issue such instruction;
- The Insured Contractor Member must obtain the local Fire Danger Index (FDI) in writing prior to commencing any actual burning activity and such FDI must indicate reasonable conditions to commence burning and such data may not be older than approximately 24 hours from the actual time that burning is initiated. The data as it relates to the FDI, may be received via the Short Message Service (SMS) or other application on such cellular telephone or electronic tablet of a manager or other accountable senior employee of the Insured Contractor Member. Such data must be available for inspection by the insurer in the event of a claim;
- In the event of the Insured Contractor Member being instructed by the Principal to cease burning due to whatever reason and the Insured Contractor Member wilfully does not cease burning within a reasonable period of time or is instructed by the Principal not to start burning (due to whatever reason) and the Insured Contractor Member proceeds to burn, no cover is given for such activity;
- In the event of the Principal having Standard Operating Procedures (SOP) for the burning activities and the Insured Contractor Member wilfully does not follow the SOP during burning activities, no cover is given for loss or damages resulting from such activity.”

Signature : _____

Annexure E**Exclusion - Financial Interest:**

1. The indemnity granted herein specifically excludes claims against any member, where the claimant or owner of the damaged goods has any financial interest in the member or vice versa or where any person associated in business with or related with the second degree of consanguinity or affinity to the other party exists.

2. Any such interest held by any other person as described above, be it a natural or juristic person, *nomine officii* and/or on instruction of either the member and/or above described relation, which interest or interests are held to the ultimate benefit or control of the member or relation, must be stated on the application form when completed or any later date when such interest may be acquired or gained control over. No indemnity of whatsoever nature is provided for the member or relation or such nominee in terms of the indemnity provided.

3. Interests (in particular shares or bonds or options available in the open market) held in listed public companies or by a contractor member of the SA Forestry Contractors Association (SAFCA) or any relation to any relation to any degree of consanguinity or affinity, or any nominee, will not be deemed to exclude such contractor from indemnity against claims lodged by such public company or any other party against such contractor.

Signature: _____

(Explanatory note – the above clause’s intention is to exclude cover where the principal and the forestry contractor employed, have shared shareholding, members interest or any other financial interest or control of the contractor by the principal or vice versa)

SOUTHERN AFRICAN FORESTRY CONTRACTORS ASSOCIATION
SUMMARY – SAFCA PUBLIC LIABILITY INSURANCE – 2020/2021.

- Policy numbers :** **SAFCA General 1000/28968, Sappi 1000/28972, SAFCA Cape 1000/28969, SAFCA Excess of loss 1000/28400, Sappi Excess of loss 1000/28401.**
- Assured :** SAFCA, SAFCA NPC and its members who are bona fide forestry contractors and ancillary service providers (including any Sappi forestry contractors).
- Cover :** General public liability insurance (including spread of fire), subject to membership of SAFCA and payment of of monthly membership levies.
- Business :** **The whole spectrum of Forestry Operational Activities and ancillary services, but all pertaining to commercial forestry plantations.**
- Inception date :** **SAFCA - 01 May 2019. Individual members - monthly upon SAFCA levy payment.**
- Territorial limits :** RSA, Namibia, Lesotho, Botswana, Swaziland.
- Limits - liability:** General - R5.0 or R10.0 million per claim (Sappi R5.5 or R10.0 million), but not exceeding R10.0 or R20.0 million in the year of insurance for claims arising from the spread of fire for the total scheme (Sappi R11.0 or R20.0 million). R10.0 million cover as applicable to members who have requested and have been granted the increased level of cover.
- Products liability - R1.0 million per claim.
Employers' liability - R2.0 million per claim (Sappi R1.0 million).
Pollution liability - R1.0 million per claim.
- Excess :**
1. Spread of fire claims: Flat excess per claim of R 50 000 (Inclusive of all initial costs up to excess amount).
 2. Spread of fire claims resulting from controlled burning and/or firefighting: Excess as elected by member (either 10% of claim, minimum R50 000 or 5% of claim, minimum R75 000). Excess inclusive of all initial costs up to excess amount.
 3. All other claims - excess R5 000 (liability claims), except where as indicated here below R2 500.
- Conditions :**
1. Basis of cover - claims made, subject to active membership at the time when claim instituted as cover is a benefit of SAFCA membership (n/a to stand-alone policies, i.e. policies issued directly to a member).
 2. Limit of liability is inclusive of all costs, fees and expenses.
 3. Cover in respect of a member is deemed to be cancelled immediately, without notice, upon non-payment of monthly levy when due and/or cessation of membership and this also applies to previous incidents/actions for which a member may still be held liable. "held liable" equates to receiving a letter of demand.
- Extensions :**
1. Wrongful arrest - R100 000 aggregate in the period (R2500 excess).
 2. Defamation - R100 000 aggregate in the period (R2500 excess) Note - this cover excludes defamatory statements in published or broadcast media.
 3. Legal defense costs (certain statutory prosecutions) - R100 000 (R2500 excess).
- Warranty :** Warranties as attached to the application form and annual update. It is of vital importance that warranties **MUST** be complied with.
Applicable warranties: 1. Controlled smoking. 2. Villages and campongs
3. Intentional burning per contractual obligations.
- Important exclusions :**
1. No cover for controlled burning (e.g. fire break, block burning) and contractual firefighting (as opposed to incidental firefighting), if not declared in original application and subsequent renewal form/-s.
 2. Liability arising from use or application of any motor vehicle/trailer i.e. vehicles that qualify to be covered by the Government Third Party cover included in fuel levies (bakkies, trucks, cars). Harvesting machines, forwarders, skidders and the like are covered.
 3. No liability cover afforded for subcontractors of the primary forestry contractor, where such subcontractor is not a member of SAFCA in his/her/it's own name.
- Persons eligible:** Bona fide forestry contractors contributing membership fees to SAFCA after having been accepted as such by completion of the application form and having been issued a certificate of cover for the relevant period of insurance.

(continued on next page)

Initial

(Summary – continued)

Claims procedures : All claims or events (ALL fires to be reported) that may give rise to a claim, must be reported immediately *and in writing* to Forestry & General at admin@forestrygeneral.co.za or initial report telephonically at 078 946 5057.

NB: No admission of liability in any form or manner to made to any person in any event that may give rise to a claim. Such admission may prejudice a possible claim.

Important note : This is only a **summary** and is **not intended** to be **representative of all the terms and conditions** of the policy and should not in any way be construed as such.
Policy wording to be sent to each member upon initial acceptance and renewal. If lost or otherwise not received, full policy wording available for members' perusal at any office of SAFCA (Johannesburg, George or Pietermaritzburg) and Forestry & General Insurance Brokers (Nelspruit) or Forestry & General website www.forgen.co.za. Copy available to any member upon request. Omission to peruse willfully or otherwise will be construed to be that the member agrees to the entire policy wording.

Signature