**Appendix No. 3 to Framework Agreement No. S119/18**

**The basic duties of persons entering/driving into the VOP CZ, s.p. Company’s complex**

# Definition of basic terms

## Contract worker

Is a person or employee of a company that is in a contractual relationship with VOP CZ, s.p., on the basis of which this company provides performance for VOP CZ, s.p. as a supplier or seller.

## Informed person

A person assured by the seller, who is authorised to arrange entry and communication with security for persons not speaking Czech or Slovak. The informed person must speak Czech or Slovak. This person must be acquainted in detail with the content of activities that the contract worker is to carry out on the company’s premises and to provide security with the relevant information about these circumstances during entry, at least in the scope of the dispatch note.

## Work activities

This concerns any activity by employees of the seller, which is the subject of labour and commercial relations between VOP CZ, s.p. and third parties. This work is performed in VOP CZ, s.p. complexes. Work activities also means driving passenger cars or trucks.

## Preliminary documents

* **The binding regulations for vehicles of contract carriers and suppliers entering the company’s complex**
* **Instruction of persons entering the complex for the purpose of carrying out work**
* **The dispatch note** stating where the contract workers are going, who they are visiting, giving the reason for their entry – activities that they will be carrying out in the complex, the tel. number of the VOP CZ, s.p. person that is responsible for them and, in the case of carriers, what they are transporting where and for whom.

# The supplier’s or seller’s basic duties

The seller is required to ensure that its employees or persons, who provide performance for the buyer by means of the seller (or its employees), who do not speak Czech or Slovak, are equipped with a Dispatch note executed in Czech. This must unconditionally give the contact information for the informed person, as well as this information.

The seller is also required to ensure translation of the preliminary documents into a language comprehensible to the carrier. The seller is liable for the accuracy of the translation. The contract worker is subsequently required to have the Czech version and the relevant language mutation with him.

# The primary duties of persons entering/driving into and moving about VOP CZ, s.p. complexes

* Follow the instructions, orders and decisions of guards when passing/driving through the gatehouse and when moving about anywhere within the VOP CZ, s.p. complex.
* When passing/driving through the gatehouse and also anywhere in the complex, to allow the guards to inspect the tangible property being transported, including inspection of hand luggage, the vehicle and its cargo. In justified cases to submit to a personal inspection.
* To refrain from damaging and contaminating the roads or the road equipment (barriers, traffic signs, etc.). In the event that tangible damages occur within the VOP CZ, s.p. complex, to cover the actual costs for repairs.
* To submit to testing at the instructions of the guards when entering/driving into and exiting the VOP CZ, s.p. complex and anywhere within the VOP CZ, s.p. complex, at any time of the day, to make sure that they are not under the influence of drugs or other addictive substances. The tested persons are acquainted with the results of the tests and may also submit a statement regarding these results. In the event of a positive test result, the tested persons are subsequently required to hand over their entrance document and immediately leave the VOP CZ, s.p. complex.
* To thoroughly adhere to the provisions of Act No. 361/2000 Sb., on ground traffic, as amended, including adherence to the speed limit, adherence to traffic signage and parking in reserved areas, in order to assure security within the VOP CZ, s.p. complex, which has stricter requirements for observance of safety with regard to the specific environment.

## Personal protective equipment for contract workers

### High-visibility vest

Every contract worker must use a high-visibility vest of any colour, with the clear and legible name of the company under which he/she carries out work in the VOP CZ, s.p. complex.

### Protective footwear

Every contract worker is required to use standard “S1” footwear and higher as standard protective footwear within the VOP CZ, s.p. Company’s complex.

### Protective clothing

Every contract worker is required to use only certified protective clothing, suitable for the specific activities according to the assessed risks within the VOP CZ, s.p. Company’s complex. Use of trousers with short legs or otherwise modified parts of protective personal equipment is prohibited.

## Serious violation of the rules leading to immediate removal from the VOP CZ, s.p. company’s premise and prohibition of entry into the VOP CZ, s.p. complex

* Threats or aggressive behaviour
* Sexual harassment or racial or religious intolerance
* Theft
* Unauthorised entry into forbidden zones
* Exposure of oneself or others to fatal risk
* Positive breath tests or possession of alcohol within the VOP CZ, s.p. complex
* Refusal, thwarting or frustration of tests for alcohol or other addictive substances
* Repeated breach of key duties set out in this document or arising from the Labour Code
* Unauthorised taking of photographs or video recordings

Threats – particularly verbal attacks against members of security due to the fact that they are carrying out their duties.

Aggressive behaviour – aggressive behaviour is also considered to mean intentionally blocking the area in front of and behind the barriers, thereby preventing movement of vehicles through the VOP CZ, s.p. gatehouse, in any manner.

Aggressive behaviour is also considered to mean failure to listen to repeated justified requests by members of security or other authorised persons.

Exposure of oneself or others to fatal risk – this also include aggressive, dangerous driving of vehicles within the VOP CZ, s.p. complex, particularly if such driving results in a threat to the lives or health of persons or property.

Repeated breach of key duties - actions by a specific individual, with the attributes of intentional and continuous failure to respect the key duties of contract workers and workers of companies leasing areas.

## Prohibition of taking photographs

Taking photographs or video recordings is prohibited throughout the premises of VOP CZ, s.p. If a person is caught doing so, this person is required to delete the photographs on request. The exception is photography permitted in compliance with the VOP CZ, s.p. Company’s in-house regulations.

## Non-disclosure

The seller undertakes to refrain from disclosing any confidential information, which it comes to know during its collaboration with the buyer. Confidential information within the meaning of this article is considered to mean all information that is identified as such or is of such a nature that disclosure could cause either contracting party any harm, regardless of whether this information is of a personal, business or other nature. The seller undertakes to refrain from disclosing or providing access to this information to third parties, to refrain from using or abusing such information for itself or for others and shall store such information in manner so that it does not fall into the hands of a third party. This obligation is not limited in any manner and is not affected by potential termination of a concluded contract. In the event that the seller uses confidential information illegally in conflict with this provision or the legal regulations, it is required to compensate the damages incurred as a result or surrender any enrichment that is the result of such actions.

The seller agrees that the actual fact that it concluded a contract with the buyer is not covered by the duty of non-disclosure and explicitly agrees that the buyer is authorised to publically declare its collaboration with the seller, and gives its consent to the publishing of the actual contract or for its provision, particularly to government administration bodies, for this purpose.

# Companies leasing areas within the VOP CZ, s.p. complex

Companies leasing areas within the VOP CZ, s.p. complex are required to adhere to the in-house regulations of VOP CZ, s.p.

# Burden of proof

The following evidence shall be used to demonstrate breach of key duties by VOP CZ, s.p.:

* Photographs taken by the in-house camera system of the VOP CZ, s.p. Company
* Photographs taken by any employee of VOP CZ, s.p.
* Written notification submitted by any employee of VOP CZ, s.p.

A brief description of the act, the wording of the breached provision and the time and place of the alleged breach, may be appended to the aforementioned evidence. In the event that the name of the offender is established, this shall also be given, but is not required.

This evidence will subsequently be submitted to the seller together with the sanctions.

# Securing fulfilment of obligations

If any violation of key duties is established, sanctions shall be imposed against the subject that violated the aforementioned duties, on the basis of evidence, in the form of deductions from invoicing according to the following system:

1. First violation - fine
2. Second violation – fine and removal of the contract worker from the VOP CZ, s.p. complex, subsequent prohibition of this contract worker from entering the VOP CZ, s.p. complex
3. Third violation – fine and notice on the relevant commercial contract between VOP CZ and the other contracting party

## Fine tariff list:

* Smoking in areas other than those reserved for smoking: CZK 10,000;
* Failure to use personal protective equipment (high-visibility vest, safety footwear, protective clothing): CZK 10,000;
* Possessing alcohol on VOP CZ, s.p. premises or positive breath test: CZK 10,000;
* Repeated violation of key duties set out in this document: CZK 10,000;
* Refusal, thwarting or frustration of tests for alcohol or other addictive substances: CZK 100,000;
* Taking photographs: CZK 100,000;
* Bullying, threats or aggressive behaviour: CZK 100,000;
* Sexual harassment or racial or religious intolerance: CZK 100,000;
* Unauthorised entry into prohibited zones: CZK 100,000;
* Exposure of oneself or others to fatal risk: CZK 100,000;

Arrangement of contractual fines does not affect the right to compensation of damages caused by breach of duties secured by contractual fines.

The VOP CZ, s.p. Company is entitled to decide whether it shall offset the contractual fine against the total purchase price, or individual invoices (tax documents), or whether it will draw the fine from the bank guarantee, or whether it will issue the seller a separate assessment.

# The supplier’s or seller’s obligation to demonstrably acquaint other persons with these terms and conditions

The seller undertakes to demonstrably acquaint all persons involved in providing performance for the VOP CZ, s.p. Company by means of the seller and to oblige them in writing to adhere to these terms and conditions. This does not affect the seller’s liability for adherence to these terms.

Date: ………………………………. On behalf of the seller: ……………………………………….