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ESWATINI NATIONAL STANDARD

Fuel Supply- Quality of Service

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Table of changes

Clause Changed	Date	Change

NATIONAL FOREWORD

This Eswatini National Public Review draft Standard was prepared by Technical Committee 23 – Petroleum products & lubricants in accordance with procedures of the Eswatini Standards Authority, in compliance with Annex 3 of the WTO/TBT Agreement.

PUBLIC REVIEW DRAFT

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PUBLIC REVIEW DRAFT

0 Introduction

The aim of the standard is to outline various service activities and the minimum standards for measuring the quality of service provided to customers by petroleum licensees from wholesale to retail operations.

This standard defines what a customer can expect from a service provided at a petroleum facility and how it should be delivered by the service provider. The Standard provides indicators of service quality and specifies time periods for delivery. The indicators are focused primarily on the product quality and customer services.

PUBLIC REVIEW DRAFT

Fuel Supply - Quality of Service

1 Scope

This Standard is intended to give a common basis for evaluating quality of service for petroleum licensees in a constant manner, by outlining the minimum requirements for quality of service provided from wholesale to retail operations in Eswatini. In addition, the standard shall be applicable in the following manner:

- a) The minimum requirements specified shall apply at the point of product and service delivery to customers;
- b) It is the responsibility of licensees to manage the quality of service provided to customers. The customers and Licensees should be aware of their rights and obligations towards each other;
- c) set minimum requirements for auxiliary services to be provided to customers;
- d) Set timelines in which specific services shall be rendered by petroleum licensees;
- e) The quality-of-service standards shall not apply in cases where licensees are experiencing unavoidable circumstances, such as:
 - i. War, uprising, theft, sabotage, attack, malicious damage, vandalism or riot;
 - ii. Damage caused by accidental and unavoidable occurrences attributable to a third party;
 - iii. Direct material damage caused primarily by the unusual intensity of a natural event, where the usual precautions to prevent such damage could not prevent it or could not be taken;
 - iv. Extreme atmospheric phenomena (natural disasters) which could not be prevented because of their cause or their extent, and to which petroleum infrastructure are particularly vulnerable;
 - v. Industrial action that prevents normal operation of the service provision;
 - vi. Damages arising from vehicle accidents
 - vii. Stock out (fuel and oils)
 - viii. Power out rages and water crisis (unpaid bills/utility shut down)
 - ix. Equipment maintenance/ failure (forecourt)/planned or unplanned

This standard shall encompass the following aspects in a petroleum facility;

- a) customer service
- b) Safety
- c) Reliability
- d) Efficiency
- e) metrology

2 Normative References

The following documents are referred to in the text in such a way that some or all of their content constitutes requirements of this document. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies: NIST Handbook 130, Uniform Engine Fuels and Automotive lubricants Regulations.

3 Terms & Definitions

In this Standard, terms and definitions from SZNS 080 shall apply as well as the following:

3.1 Petroleum Licensing

the act of giving licenses (geographical areas at land or sea) to a company or a joint venture allowing them to search for commercially feasible deposits for the extraction of petroleum

3.2 Incidents

an instance of something happening; an event or occurrence.

3.3 Accidents

an undesirable or unfortunate happening that occurs unintentionally and usually results in harm, injury, damage, casualty or loss.

3.4 Certificate of Quality (COQ)

Document that indicates that the product, process or service meets certain minimum quality standards.

3.5 Laytime

Maximum time taken by the tank truck being delivered onsite

3.6 Flange gasket

Gasket designed to seal the space between two connecting flange sections in piping systems to create a leak proof seal. Three primary types are non-metallic, semi-metallic and metal gasket.

3.7 ASTM

American Standard Test Methods

4 General Requirements

4.1 Product Quality

4.1.1 Products supplied by wholesalers and retailers shall at minimum meet the following standards:

- a) SZNS 016 – Unleaded Petrol
- b) SZNS 017 – Automotive Diesel

4.1.2 Blended products shall at minimum conform to:

- a) SZNS 054: 2017 – 10% Ethanol Blend, and
- b) SZNS SANS 1935: 2011 – Automotive Biodiesel.

4.2 Minimum Stock Holding Obligation

4.2.1 All wholesaler shall maintain a minimum stock as outlined by the Regulatory Authority.

4.2.2 All retailer shall maintain a sufficient working stock in line with delivery timelines to ensure service station does not run dry.

4.3 Customer Service

4.3.1 Management and establishment of the following actions for customer service will influence the quality of service provided by each licensee:

- a) Procedures for handling customer complaints and related records;
- b) Multiple communication channels, like, emails support, live chats, phone support to improve overall customer experience, specific customer social/chat groups, and memos.
- c) Regularly monitoring customer satisfaction levels through surveys / customer suggestion box or complaint log book to identify areas of improvement.
- d) trained staff to address customer issues in a timely and transparent manner. The trainer should be accredited.

4.3.2 All customer complaints must be resolved within a period of 7 calendar days depending on the severity and nature of the complaint. If not resolved after 7 days, the complainant may escalate to the wholesaler. If the complaint is not addressed by the wholesaler after 7 days, the complainant may escalate to the regulator.

4.3.3 Petroleum licensees shall have efficient fuel supply logistic systems in place to minimize delays and communicate any potential issues to customers in time.

4.4 Product Transportation

Bulk transportation of petroleum products shall comply with the requirements of the applicable standard for transportation of dangerous goods and all applicable requirements by the relevant authorities, including financial responsibility to environmental damages.

4.5 Training of Personnel

4.5.1 The licensee shall facilitate specific training to employees. The licensee shall provide training which should at least cover the following;

- i. Product knowledge of hazardous material;
- ii. Health, safety, security, environment and quality; eg basic fire-fighting, first aid
- iii. Customer Service relating to the industry
- iv. House keeping

4.6 Measurement and Metering

4.6.1 The quantity of fuel delivered to customers shall be determined by measurement at the delivery point by approved meters, and shall be verified by the relevant bodies.

4.6.2 The meters both at the loading facility and at the delivery point shall be certified by a reputable and qualified company in line with the Metrology requirements and procedures.

4.6.3 At any time, the metering at the delivery point shall be verified.

4.6.4 If at any time the metering is found to be inaccurate or not operational, the metering facilities shall be taken out of service until they have been repaired, re-calibrated and certified as accurate in accordance with the Metrology requirements and procedures.

Note: Calibration sticker to be visibly displayed in fueling stations.

4.6.5 The meters shall have a measurement tolerance as outlined by the relevant authority(ies) between which the meters shall be deemed to be accurate. If the relevant meter used for measuring volume of Fuel is found to be reading outside the agreed tolerances, then that meter shall be deemed to have been reading inaccurately from the time when tank losses or gains were recorded since the last certification by the Meter Certifier (or if later, the last verification by Metrology), and if the volumes of fuel supplied according to such readings are:

- a) in excess of the actual volume of fuel supplied, a volume of under delivery shall be calculated accordingly, and the value thereof shall be paid and/or, at customer's option, offset against payments due; or.
- b) less than the actual volume of fuel supplied, volume of over-delivery shall be calculated accordingly, and the value thereof shall be paid to the supplier by the customer.

Note: the loss should be absorbed by the wholesaler and the gain retained by the retailer. Similar to a price change scenario.

Note 2: Licensees should keep records of all customers to the forecourt.

4.6.6 The cost for any additional certification shall be paid for by the requesting party if the certified meter is found to be within the agreed tolerances, and shall be paid for by the non-requesting party if the certified meter is found to be outside the agreed tolerances.

4.7 Over or Under Delivery

4.7.1 Retail Licensee shall specify the order quantity to be delivered at the time the specific commercial terms and conditions applicable to the transaction are established by the parties.

4.7.2 Wholesale licensee shall have the obligation to transport and deliver to retail licensee the order quantity specified by retail licensee.

4.7.3 The delivery quantity actually delivered hereunder shall equal an amount no less than fifty percent (50%) and no greater than one hundred and ten percent (110%) of the order quantity, unless otherwise specified in the commercial terms and conditions.

4.7.4 The allowed tolerance is intended solely for compensating for losses. The quantity measurement procedures to be followed by the parties for determining the delivery quantity for tank truck deliveries is in this standard.

Note: 95% is not realistic where there is fuel supply shortages. This may be true only after there is a functional national storage facility.

4.8 Quantity Measurement Procedures for Tank Truck Deliveries of Product

4.8.1 Wholesale Licensee shall determine the quantity of Product loaded into the Tank Truck through metering at the Loading Facility.

4.8.2 Wholesale Licensee shall provide meter tickets reporting the quantity loaded into the Tank Truck.

4.8.3 Wholesale Licensee shall provide proof of proper maintenance and calibration of meters at the Loading Facility, upon request by Retail Licensee.

4.9 Delivery Failure

4.9.1 In the event Wholesale Licensee delivers less than ninety-five percent (95%) of the Order Quantity, Retail Licensee shall have the right, but not the obligation, to purchase replacement Product to acquire an aggregate of ninety-five percent (95%) of the Order Quantity, and Wholesale Licensee shall compensate Retail Licensee for the difference between the Replacement Price and the Transaction Price of such quantity.

4.9.2 In the event Wholesale Licensee attempts to deliver greater than one hundred ten percent (110%) of the Order Quantity, Retail Licensee shall have the right, but not the obligation, to accept the quantity in excess of one hundred ten percent (110%) of the Order Quantity subject to additional negotiations between the Parties.

4.9.3 If Retail Licensee does not accept the excess quantity, Wholesale Licensee shall, not deliver the extra volume or shall deliver without cost or obligation to Retail Licensee, Delivery.

Note: The storage facility often belongs to the wholesaler. Do not deliver if the storage facility belongs to the retailer.

4.10 Initial Delivery Planning

4.10.1 At the time when Commercial Terms and Conditions for a Transaction are established or at some time thereafter elected by Retail Licensee, the Parties shall consult and establish a delivery schedule of mutually agreeable Delivery Windows, within the Delivery Month(s), for delivery of Product to one or more Delivery Points to be specified in a Transaction Confirmation.

4.10.2 Retail Licensee shall provide instructions to Wholesale Licensee as to desired timing and specific delivery quantity for each such delivery or deliveries of Product to the Delivery Point(s). The Delivery Window and Delivery Point for each cargo or shipment shall be documented in a Transaction Confirmation.

4.11 Delivery at Storage Facilities

4.11.1 Detailed standard for delivery procedures must be adequately displayed, including a checklist, shall always be available.

4.11.2 Clear communications should be established between supplier (truck or terminal) and the receiver, and emergency stop and response actions agreed prior to any delivering activities commencing.

4.11.3 In order to address the health and safety risk during delivery, all parties involved in the delivery operation should wear adequate personal protective equipment (PPE), ensure safety decanting equipment for the trucks is available, and take due care to prevent skin contact with fuel and exposure to hazardous fumes.

4.11.4 If more than one grade of fuel is to be supplied, the order in which the grades are to be supplied should be as per the safe delivery sequence outlined in the delivery procedure acknowledged by the deliverer and the receiver. The deliverer and the receiver should be present during offloading.

4.11.5 Ensure that all supply pipelines and hoses are connected to the correct delivery hose.

4.11.6 Wholesale Licensee's Obligations

4.11.6.1 Wholesale Licensee shall have the obligation to transport and deliver the Order Quantity of Product to the Delivery Point(s) as agreed at the time Commercial Terms and Conditions are established or in subsequent communications between the Parties thereafter.

4.11.6.2 In performing Wholesale Licensee's obligations to transport, deliver, or furnish Product to Retail Licensee, including, but not limited to, in the operation of Conveyances, Wholesale Licensee shall comply and require its agents, employees, and Subcontractors to:

- a) comply with Retail Licensee's corporate safety and security policies,
- b) comply with all Laws and Regulations, and
- c) utilize prevailing industry standards.

4.12 Adjustment to Delivery Point or Delivery Window

4.12.1 Retail Licensee may, with Wholesale Licensee's consent (not to be unreasonably withheld), designate an alternate delivery point upon Notice to Wholesale Licensee prior to the first calendar day of the agreed upon delivery window.

4.12.2 The Parties shall consult and, if needed, shall alter or shift the established delivery window to accommodate Retail Licensee's requested change in delivery point and adjust for any reasonable additional costs incurred by Wholesale Licensee as a result of such alternate delivery point.

Note: Fuel price is regulated, therefore the price shall be at the effective price on the day of delivery.

4.13 Right to Witness

4.13.1 Each Party shall be entitled to have its employee(s), agent(s), or representative(s) present during all loadings, discharges, tests, and measurements of Product delivered hereunder.

4.13.2 Wholesale Licensee shall notify Retail Licensee at least twenty-four (24) hours in advance of Wholesale Licensee's anticipated witnessing of a Product discharge at any Retail Licensee terminal facility. If such notification is not provided, access to the terminal may be denied.

4.13.3 Both Parties agree that their agents and employees shall comply with all the safety and security policies, practices, procedures, and rules of the other Party when such agents or employees are on the premises of the other Party.

4.14 Departure from Loading Facility

4.14.1 Wholesale Licensee shall give Notice to Retail Licensee not more than thirty (30) minutes after delivery vehicle departs from the Loading Facility specifying:

- a) the vehicle registration and the trailer registration number,
- b) the quantity and quality of the Product as determined by the depot/terminal operator, and
- c) the expected date and time of arrival at the designated Retail Licensee premise.

4.15 In-Transit Communications

4.15.1 Wholesale Licensee shall give Notice to Retail Licensee during the voyage as to the expected time of arrival, specifically at one (1), and/or two (2) hours prior to the expected arrival.

4.15.2 For Transactions requiring deliveries to multiple Delivery Points, upon arrival at each Delivery Point, Wholesale Licensee shall give Notice to Retail Licensee at the next delivery point of the estimated date and time of arrival.

4.16 Arrival

Upon arrival of the delivery vehicle at the delivery point, Wholesale Licensee shall obtain approval(s) from the Retail Licensee prior to discharge.

4.17 Discharge

4.17.1 On completion of discharge when the hoses are disconnected, Wholesale Licensee shall ensure proper disposal of the flange gasket used for each discharge of Product.

4.17.2 Should more than one hose connection be required for any one delivery, a new gasket shall be used for each connection.

4.18 Delivery Procedures for Tank Truck or Oil Pipeline Deliveries

The Parties shall communicate with each other to coordinate the schedule of deliveries of Product by Tank Truck or by Oil Pipeline to the Delivery Point during the hours of access specified for such Delivery Point.

4.19 Tank Truck Laytime

4.19.1 Allowed Laytime

Retail Licensee shall be allowed a total laytime per delivery by Tank Truck of one (1) hour.

4.19.2 Used Laytime

4.19.1 Laytime shall commence when the Tank Truck has arrived at the delivery point and given notice that it is ready to discharge.

4.19.2 Laytime shall cease when the Tank Truck has disconnected from the Delivery Point pipes or discharge equipment.

4.19.3 Used Laytime Exclusions

Time consumed due to any of the following shall not count as used laytime:

- a) Delays due to local restrictions as specified by local authorities;
- b) Delays due to the truck's condition, or breakdown, or inability of the truck's facilities to discharge the cargo;
- c) Delays due to prohibition of discharging at any time by the owner or operator of the truck or by local authorities;
- d) Delays due to Product spill or threat thereof caused by any defect in the truck or equipment or act or failure to act by the operator of the truck;
- e) Delays due to the Tank Truck's violation of operating or safety regulations in place at the Delivery Point;
- f) Delays due to non-compliance with requirements from the regulatory authority.

5 Quality Control in the Supply Chain

5.1.1 Fuel quality can be compromised at several points in the supply chain, up to and including delivery to end consumer. It is therefore recommended that the supplier establishes, documents and maintains a quality management system (QMS) covering all stages from taking custody of the product until the product passes the point of custody transfer to the receiving consumer.

5.1.2 Quality Measurement Procedures for Tank Truck of Product

Wholesale Licensee shall require the Depot or Terminal operator to determine and report Product quality based on sampling of the supplying tanks at the Loading Facility, in accordance with ASTM procedures, prevailing industry standards, and any applicable requirements and procedures from the regulatory authority.

5.2 Nonconforming Product

5.2.1 Retail Licensee may, at its sole discretion and by giving Wholesale Licensee written Notice thereof, refuse to accept any Product which is not in conformance with the quality specifications, including the presence of extraneous materials, whether the nonconformance is found:

- a) during or after loading by Wholesale Licensee at the loading facility, or
- b) prior to commencement of, during, or after completion of discharge by Wholesale Licensee at the delivery point.

5.2.2 Retail Licensee shall incur no cost, penalty, or liability as a result of such refusal to accept the nonconforming product.

5.2.3 Retail Licensee Accepts Product

5.2.3.1 In the event that the Product is determined not to meet Retail Licensee's Quality Specifications and is therefore not acceptable, Retail Licensee may, at its sole discretion, agree to accept the delivery of such nonconforming Product subject to:

- a) previously agreed upon quality tolerances, if any, as appropriate, or
- b) a negotiated acceptable quality tolerance which reduction shall be negotiated in good faith by the Parties and documented via email or documented communications exchanged by the Parties.

5.2.4 Retail Licensee Refuses Product

5.2.4.1 In the event a product is determined not to meet Retail Licensee's quality specifications and Retail Licensee refuses to accept the product after delivery, unless the Parties agree otherwise.

5.2.4.2 Wholesale Licensee shall remove and properly dispose of the non-conforming product from Retail Licensee's facilities at the delivery point at Wholesale Licensee's sole expense, within seven (7) calendar days from the date on which Wholesale Licensee receives or is deemed to have received Retail Licensee's written Notice of refusal to accept the product.

5.2.4.3 In the event Wholesale Licensee does not remove the product from Retail Licensee's facilities within the required seven (7) calendar day period, Retail Licensee may have the product removed, stored, or otherwise disposed of at Wholesale Licensee's expense.

5.2.4.4 Title to and risk of loss for the non-conforming Product shall pass from Retail Licensee to Wholesale Licensee at the end of seven (7) calendar days from the date on which Retail Licensee's written Notice is received by Wholesale Licensee, or when the product is removed by Wholesale Licensee, whichever is earlier.

5.3 Modifications to Quality Specifications

5.3.1 The standardization body and the regulatory authority may from time to time amend product quality specifications to meet changes in operational requirements or industry standards or procedures.

5.3.2 Amendment of quality specifications shall be effective no earlier than thirty (30) calendar days from the date of notice of such change(s).

5.4 If part of the Wholesaler's supply chain is performed by other parties, such as transporters, these should be identified in the QMS and the wholesaler should strive to ensure control and maintain oversight over the supply chain.

6 Fuel transport, Storage and Transfer

6.1 The wholesaler shall seek to prevent the quality known from the original test report and/or certificate of quality (COQ) from being compromised through working closely with third parties as follows:

- a) tankers intended to transport the fuel shall demonstrate to the wholesaler of the product that the tanker is certified to carry this type of cargo (e.g. clean/dirty petroleum products). Wholesaler shall seek information about previous cargoes in case remaining residues could contaminate the product. Wholesaler shall also seek guarantees that the tank has been properly cleaned if the previous cargo presents a risk of cross-contamination;
- b) ensure that storage tanks at storage facilities are suitable for the type of cargo to be stored, and that storage tanks are in good condition (e.g. no rust) before a new cargo is loaded. If tanks are not empty before loading new cargoes, ensure the resulting blend is properly mixed so that it is homogeneous and stable and that the new blend is properly tested using samples from the bottom, middle and top of the tank;
- c) ensure good housekeeping during storage. This includes keeping products at the right temperature and preventing water ingress into the tank. Any water that accumulates shall be removed to avoid conditions leading to microbial/bacterial growth that can severely compromise the product quality;
- d) if part of the supplier's supply chain is performed by other parties, such as independent transporter, these shall be identified in the QMS and the wholesaler shall strive to ensure control and/or maintain oversight over the supply chain;
- e) prior to loading, operators shall ensure from the loading terminal that the product transfer pipelines have been properly cleared to prevent cross-contamination with the previous products transferred via the pipeline;

- f) ensure good housekeeping during product storage and handling at the depot/terminal. This includes keeping fuels at the right temperature and preventing water ingress into the tank from external sources or condensation;
- g) suction line strainers on pumps and meters shall be cleaned periodically, and always cleaned before changing to a different grade of cargo; and
- h) when loading the tanker (or truck), the following precautions are recommended:
 - i. avoid loading different product batches into the same tank;
 - ii. ensure the cargo tank is empty before loading a new cargo into it; and
 - iii. seek information about previous cargoes in case residues from a previous cargo is found and could contaminate the product. Seek guarantees that the cargo tank has been properly cleaned if the previous cargo presents a risk of cross-contamination.

7 Spill Mitigation by Wholesale Licensee

7.1 Spill Planning and Prevention

7.1.1 Wholesale Licensee shall institute or cause the transport operators to institute a precautionary spill management plan conforming to applicable processes and prevailing industry standards in order to prevent any spill or mitigate the consequences and damages should such spill occur.

7.1.2 Wholesale Licensee shall provide Retail Licensee with a copy of such plan for review promptly upon request. These provisions shall not affect any Liability of Wholesale Licensee to Retail Licensee or third parties, including but not limited to, governmental authorities.

7.2 Conveyance Spill Response

7.2.1 In the event product escapes, is discharged or otherwise spilled during transport or unloading of product to Retail Licensee, the responsible party shall promptly take whatever measures necessary to prevent or mitigate any environmental pollution or physical damage resulting from the spill.

7.2.2 The responsible party shall immediately report any such spillage to the other party(ies) and all required agencies and relevant authorities.

7.3. If the responsible party does not promptly undertake proper measures to prevent or mitigate environmental pollution or physical damage, then Retail Licensee may elect, at its sole option and upon written Notice to the responsible party, to undertake such measures as are reasonably necessary under the circumstances to prevent or mitigate the environmental pollution or physical damage.

7.3.1 In such case, Retail Licensee shall keep the responsible party advised of the nature and results of any such measures taken and, if time permits, the nature of the measures intended to be taken. Any such measures actually taken shall be at the sole expense of the party or parties responsible for such spill or discharge.

7.4 Retail Licensee shall have the right to compensation for any such costs incurred to prevent or mitigate environmental pollution or physical damage for which Wholesale Licensee is the responsible party from monies due to Wholesale Licensee. The responsible party at any time may have the right to resume such measures at its own expense upon notification to Retail Licensee.

8 Monitoring of Compliance

8.1 The Licensee shall provide, to the Regulator's personnel access to the Licensee's premises for the purposes of any inspection or inquiry to ascertain compliance to the standard.

8.1.1 The Licensee shall comply with the provisions of applicable regulations, rules, standards, guidelines, codes, decisions and orders (directives) of the regulatory authority in the exercise of the Licensee's obligations to its customers.

8.1.2 A Licensee (both the wholesaler and retailer) shall ensure that, at all times they have petroleum product stock cover at each service station for at least 3 days.

8.1.3 The Licensee shall ensure that appropriate Personal Protective Equipment (PPE) is provided to their staff and their PPE must be clean and presentable at all times.

9 Representative Sampling

9.1 Sampling is an integral part of quality control and vital in protecting the interest of all parties involved. Samples may be used as evidence both for commercial, regulatory or even criminal disputes and in court cases. The objective is to obtain samples that are truly representative of the product being transferred, both during delivery to ship and upstream in the supply chain as appropriate prior to - product delivery.

9.2 The sample taken during delivery or from a tank should be collected in a clean container of sufficient quantity to be divided into the required number of sub-samples which in turn should be sufficient to carry out the required tests, typically 500-750 ml per sub-sample and in any case no less than 400 ml.

9.3 The entire process, including sealing and labelling the sample containers, should be witnessed by representatives for both parties (samplers and site rep) and countersigned by representatives for both parties.

9.4 Sampling in the supply chain

Sampling and testing should be carried out and documented at each point of product custody throughout the supply chain.

Note: Reference made from SZNS SANS 10089- 3:2010.

10 Testing and Interpretation of Test results in the Supply Chain

10.1 Testing shall be carried out on samples from each point of product custody throughout the supply chain and documented so the analysis report is matched to the product origin. This is a key part of a QMS to enable transparency and traceability and assist the supplier to identify the origin of potential problems and take steps to remedy and prevent further quality issues.

10.2 The testing analysis shall be done according to the relevant internationally recognized test methods.

Note: Reference made from SZNS 017:2011 and SZNS 016: 2011. Each parameter sites the acceptable ASTM or IP for that particular parameter.

11 Documentation

11.1 Documentation is a crucial part of the QMS in order to achieve transparency and traceability in the supply chain. This includes records of product custody, certificates of quality (COQ), sample seal numbers and quality analysis reports.

11.2 Licensee is responsible for providing delivery notes to the receiving customer and material safety data sheets (MSDS) as the minimum requirement.

11.3 In addition to the minimum requirements, it is recommended the licensee provides other supportive documentation such as copies of COQs and quality analysis reports and information on properties that may affect how the fuel behave during storage and handling. This might assist to store and handle the fuel in a safe and efficient manner.

11.4 Supporting Documentation

Where possible, the Licensee shall provide Retail Licensees with copies of the product's certificate of quality (COQ) and associated laboratory analysis reports verifying the details on the COQ. These may include more detailed information on specific quality parameters which would be helpful to the personnel on the receiving site in applying appropriate fuel management, including pre-treatment prior to use.

11.5 Fuel Properties / Handling Advice

The supplier shall provide information on properties that may affect how the fuel behave during storage and handling.

11.6 This information shall include any special fuel management and handling requirements such as heating, special attention to pre-treatment in separators and/or any known compatibility issues particular to the product.

11.7 Quality Management Systems (QMS)

Licensee shall have quality management systems (QMS) in place and be able to provide evidence to the Retail Licensees if required. In cases where a wholesaler has its own internal QMS, it should be able to provide a summary to the Retail Licensees upon request. The QMS documentation shall include references to the standards which the wholesaler will adhere to along with any independent third-party accreditation of the QMS or elements of the QMS.

12 Contracting

12.1 Selling and buying fuel is a commercial activity involving contracting parties, which in the case of Licensee and Retail Licensees can include a variety of parties. The "contract" in this instance shall cover both the wholesaler's general terms and conditions and the actual purchasing order.

12.2 The contract shall specify the product(s) to be supplied, quantity and details of how the wholesaler will fulfil the contractual agreement, and shall include claim/dispute clauses. Dispute handling/resolution arrangements in case of dispute shall be specified.

12.3 The contract shall specify any requirements for applicable procedures. The contract shall include acceptable quality parameters. The detailed specifications are in the MSD. Therefore, are not necessary to be stated in the contract.

12.4 The contract terms and conditions shall stipulate how the laboratory analysis will be carried out in the case of disputes. The contract shall specify that the laboratory should be independent and certified to SZNS ISO 17025 or an equivalent standard.

13 Dispute Resolution

13.1 Dispute handling/resolution arrangements in case of dispute shall be specified in the contract.

13.2 Following the testing programme, if the results lead to a quality dispute where the licensee retained commercial sample is to be tested, it is recommended that breaking the seal of that sample is witnessed by representatives for both the supplier and the Retail Licensee. If the test on the supplier's retained commercial sample fails to meet the specified maximum/minimum limit, the product has not met that specification limit.

13.3 If the cause for the failure of the product to meet specification lies with parties other than the contracting supplier, for example the original provider or the tanker/operator delivering the product on the contracting supplier's behalf, it is up to the supplier to seek compensation from these parties.

13.4 If a product that has been delivered is proven by test results to be off-specification, but has not yet been used, the supplier shall enter into constructive dialogue with the Retail Licensee and support the Retail Licensee with regards to remedial action including refund/redelivering, if required.

13.5 In cases where fuel experiences operational problems suspected but not specifically proven to be caused by the fuel, the supplier shall offer any assistance they are capable of to the Retail Licensee in trying to determine the root cause. This may involve, for example, information on product origin to help build knowledge of cargo sources that may be associated with unusual or unexpected operational issues.

Note: dispute between regulator, wholesaler and retailer should be envisaged as well.

14 At Retail Service Stations

14.1 Customer Service

The following services shall be provided to customers by the licensee using an appropriate method:

- a) Acknowledgement when a motorist is approaching the site;
- b) Directed to appropriate pump;
- c) Welcome customers with a greeting;
- d) The attendant to confirm the type of fuel the customer wants to purchase;
- e) The attendant confirming the amount of fuel requested and mode of payment;

The attendant to notify the consumer once they commence fueling. The service station may offer customers with additional services such as windscreen cleaning, water checks, tyre air pressure inflation and oil checks.

14.2 Dispenser Calibration and Maintenance

The licensee shall ensure that all dispensers have valid certificates of verification at all times issued by the responsible accredited service provider.

14.3 Provision of Ancillary Services

- a) The licensee shall ensure the availability of functional air pressure facilities.
- b) The licensee shall ensure the availability of clean, functional toilets with running water. These toilets shall be accessible by the differently abled persons.
- c) Where the customer requests for use of ancillary services, the licensee shall provide such assistance.

14.4 Pricing of Petroleum Products

- a) The licensee shall ensure that petroleum product pricing conforms to the approved pump prices.
- b) The licensee shall ensure that correct petroleum products with corresponding prices are displayed on all dispensers and price display units.

14.5 Product Availability

- a) The licensee shall ensure the availability of fuel at all times.
- b) The licensee shall not hoard fuel at any time.

14.6 General Surroundings

The licensee shall ensure that the surroundings and fixtures are clean and well maintained with adequate illumination and signage.

14.7 Service Payment Options

The licensee shall provide different payment options to the customer which may include cash, mobile money and any other.

14.8 Reporting of Customer Incidents / Accidents

Licensees are obliged to notify the regulator within 24hrs of any incidents or accidents that may affect the licensed activity.

14.9 Grading of Retail Service Stations

Retail service stations shall be graded so as:

- a) To monitor the performance of licensed entities in order to ensure the provision of quality energy products and services.
- b) To inform all stakeholders (especially consumers) of the state of infrastructure (in terms of reliability and safety) at the service station from where they purchase their fuel.
- c) To motivate the licensees to improve the state of infrastructure at their respective service stations.

14.10 Responsibilities of the Customers

The customer shall:

- a) Observe all safety guidelines and signage when at a filling station;
- b) Check to verify that correct fuel is dispensed at the pump;
- c) Obtain receipt after purchase of fuel;
- d) Take responsible care when using amenities and equipment at the service station.

14.11 Health and Safety, Hygiene and House Keeping at Retail Service Stations

14.11.1 Fuel Island and Dispensing Units

- a) Employees shall be aware of the potential fire, safety and health hazards of petroleum products dispensed at service stations. They shall also be aware of suitable precautions that ensure safe dispensing of fuels into vehicles and containers, clean-up and disposal of spills, fighting incipient fires and draining fuels safely;
- b) Licensees shall ensure that service stations operators shall ensure that all fuel-dispenser pumps in good condition and shall operate only when the fuel-hose nozzles are removed from the dispensers' brackets and the switches are manually or automatically activated;
- c) Licensees shall ensure that protection (e.g. kerbs or crash barriers) for fuel-dispensing devices against collision damage are at all times in sound state; and
- d) Dispensing equipment, hoses and nozzles shall be inspected regularly for leaks, damage and malfunctions and records of such activities shall be maintained at the site.

14.11.2 Fueling Vehicles

Service station employees shall know where the fuel dispenser pump emergency shut-off switches are located, how and when to activate them, and shall be aware of potential hazards and procedures for safely dispensing fuel into vehicles, such as the following:

- a) Vehicle engines shall be shut off and smoking prohibited while fueling to reduce the hazards of accidental vehicle movement, spills and fuel vapor ignition;
- b) Vehicles such as cement mixers and recreation vehicles with auxiliary internal combustion engines shall not be fueled until both the vehicle's engines and auxiliary engines are shut off. Care shall be taken when fueling recreational or other vehicles equipped with gas-fired stoves, refrigerators and water heaters to ensure that fuel vapors are not ignited by pilot lights. Employees shall not fuel trucks while standing on the side rail, truck bed or fuel tank;
- c) When fuel is dispensed, the nozzle shall be inserted into the vehicle's fill pipe and contact between the nozzle and the fill pipe maintained to provide for an electric bond until delivery has been completed;
- d) Nozzles shall not be blocked open with fuel caps or other objects. Where allowed, approved latches shall be used to hold open automatic nozzles;
- e) Fuel tanks on motorcycles, motor bicycles, fork-lift trucks and similar vehicles shall not be filled while the engine is running or when anyone is seated on the vehicle. The tanks shall be filled at a slow rate to prevent fuel spills that could run onto hot engines and start fires;
- f) Vehicles with a large sitting capacity including but not restricted to buses shall not be refueled with passengers on board.
- g) After fueling, hose nozzles should be promptly put back on the dispensers, pumps turned off and caps closed on fill pipes or containers.

14.11.3 Filling Portable Fuel Containers

- a) Fuel shall only be dispensed only into approved and properly identified portable containers, with or without dispensing spouts, nozzles or hoses and equipped with vents and screw tops or self-closing gravity, spring action or combination fusible link covers designed to provide pressure relief;
- b) Containers shall be placed on the ground and filled slowly to avoid splash filling and overfills and to provide for grounding (earthing). Containers shall not be filled while in a vehicle or in the bed of a truck, particularly one with a plastic liner, as proper grounding cannot be achieved. Bonding wires and clamps shall be provided and used, or contact should be maintained between dispenser nozzles and containers to provide a bond while filling, and between container spouts or funnels and tanks during refueling from containers;
- c) When pouring fuel from containers which do not have built-in spouts, funnels shall be used to minimize spillage and avoid splash filling;
- d) Portable containers which contain fuel or vapors shall be properly stored in approved storage cabinets or rooms away from sources of heat and ignition;
- e) Pedestrian customers shall not be allowed to bring fuel loaded containers into the convenience stores;
- f) Sales of fuels may be allowed during offloading/discharge of petroleum products into storage tanks at service stations.

14.11.4 Calibration and Verification of Fuel Dispensers

The licensee shall ensure that all operational equipment such as fuel dispensers are calibrated, verified and certified by the accredited service provider. Where there is suspicion that a meter has lost integrity, such shall be isolated and reported to the wholesaler.

14.11.5 Records and Documentation

The Licensee shall maintain up-to-date written procedures that helps employees to understand what is required of them and will be useful when staff need to be trained. Licensees shall keep this type of information in a site register. This shall be used as a central point to keep other information, such as:

- a) Details of the equipment on site (type, age, location);
- b) The results of commissioning and installation work;
- c) Testing, maintenance and repair records;
- d) Fuel inventory/stock records (including ullage and delivery records);
- e) Training records;
- f) Company safety policies and practices, emergency procedure;
- g) The results of the risk assessment;

- h) A schematic diagram of the storage tanks, pipework and pump layout;
- i) A schematic diagram of the surface water drainage system, including all gullies, and the position of the oil separator or any other spillage retention/treatment system; e.g. a constructed wetland; and a diagram(s) of the hazardous zones.

14.11.6 Use of Mobile Phones and Electronic Gadgets

The following controls shall be put in place:

- a) Mobile phones shall not be used by customers or forecourt staff on the forecourt;
- b) During fuel deliveries, mobile phones shall not be used on those parts of the site that have been designated as hazardous areas by the site operator or the driver;
- c) Authorized electronic gadgets shall not be used during other petroleum handling operations or during the maintenance of petroleum equipment unless a specific assessment shows the risks are negligible.

14.11.7 Supply of Fuel to Children and Mentally Challenged Persons

Fuel or any other dangerous substance shall not be sold to children under 16 years of age and/or mentally challenged persons.

Annex A: Complaints Procedure

Complaints Procedure

General Information on complaints procedure

All service providers shall ensure that the quality of service is acceptable at all times. Customers, on the other hand, shall ensure that they meet their obligations to ensure sustainable access to quality of petroleum supply services.

In order to effectively resolve any complaints that may arise, service providers shall have in place robust internal dispute resolution mechanisms designed to assure speedy resolution of complaints in line with the quality of consumer service standard. Complaints shall be dealt with timely and conclusively by all licensees. Therefore, the regulator will only intervene when licensees and their customers fail to reach an amicable settlement within reasonable time.

All complaints must first be channeled to the relevant licensee to enable them address the complaint within reasonable time. A complaint should only be referred to the regulator when a licensee has:

- a) Neglected to resolve the complaint;
- b) Failed to resolve it within reasonable time; or
- c) Not satisfactorily attended to the complainant.

Therefore, a complaint to the regulator should be seen primarily as an appeal.

Lodging a Complaint to the Regulator

The Regulator try to receive and investigate complaints in an efficient manner from the filing of a complaint to its final conclusion. Complaints may be lodged in writing or verbally.

Written Complaints

A complaint to the Regulator may be lodged by way of a letter and/or email. Written complaints shall be addressed to the Chief Executive Officer, and copied to the Consumer and Stakeholder Management Office. Complaints written by third parties on behalf of complainants shall be acceptable.

Verbal Complaints

Complainants may also lodge complaints verbally by way of phoning in or visiting the Regulator in person. All verbally lodged complaints shall be taken down in writing by an officer of the Regulator designated to receive complaints. A prescribed form shall be used to take down the complaint in writing and a reference number assigned to the complaint. The complainant will then endorse the Complaints Form detailing his/her complaint or request for amendments to be made.

Type of Information Required by the Regulator

In order to enable the Regulator to effectively handle complaints, the following information shall be particularly critical:

1. All the contact details including the full name, physical address, account number (where applicable) and phone numbers of the complainant;
2. The licensee and/or person against whom the complaint is made;
3. Particulars of the complaint;
4. Copies of documents in support of the complaint e.g., receipts and bills;
5. Details of prior contact with relevant licensee. copy of letter or email;
6. The nature of injustice or harm that has occurred as a direct result of the of the action, inaction or omission of the person or licensee against whom the complaint is made;
7. The nature of relief sought by the complainant; and
8. Any other information relevant to the complaint.

Where a person lodging a complaint is acting on behalf of another person, company or organization, the capacity in which that person is acting and/or the reasons for doing so must be clearly stated.

Annex B: Complaint Form
REF. NO:
Customer Complaints Form

Personal Details

Full Name(s): _____

Email Address: _____

Telephone Business: _____ Mobile No: _____

Business Name: _____

Contact Person: _____

Physical Address: _____

Postal Address: _____

Town: _____ Region: _____

Complaint Details

Complaint Title: _____

Complaint Details: _____

Name of Service Station/Oil Company: _____

Attach any additional Information

Annex C: Timelines for Resolving Customer Complaints

In order to effectively monitor the quality of products and services offered at retail filling stations, the following timelines shall be adhered to and will be monitored by the regulator as and when complaints are reported by customers.

Table 1: Expected Period to resolve Complaints on the Provision of Quality of Service by Licensees

APPENDIX C: TIMELINES FOR RESOLVING CUSTOMER COMPLAINTS	APPENDIX C: TIMELINES FOR RESOLVING CUSTOMER COMPLAINTS	APPENDIX C: TIMELINES FOR RESOLVING CUSTOMER COMPLAINTS	APPENDIX C: TIMELINES FOR RESOLVING CUSTOMER COMPLAINTS
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In order to effectively monitor the quality of products and services offered at retail filling stations, the following timelines shall be adhered to and will be monitored by the regulator as and when complaints are reported by customers.	In order to effectively monitor the quality of products and services offered at retail filling stations, the following timelines shall be adhered to and will be monitored by the regulator as and when complaints are reported by customers.	In order to effectively monitor the quality of products and services offered at retail filling stations, the following timelines shall be adhered to and will be monitored by the regulator as and when complaints are reported by customers.	In order to effectively monitor the quality of products and services offered at retail filling stations, the following timelines shall be adhered to and will be monitored by the regulator as and when complaints are reported by customers.
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Annex D: Policies

Safe and Secure Workplace Policy for Petroleum Licensee and Service Providers

Objective: To provide a safe and secure workplace for petroleum suppliers and service provider employees, customers, and the public.

Scope: This Policy applies to any individual or organization, its employees and its sub-contractors, responsible for performing work at all petroleum regulated facilities (including, but not limited to, those contracts for purchase or sale, transport, delivery, sampling, measurement, or testing of petroleum products), including facilities under construction.

The policy covers three specific areas:

- a) Pre-assigned Screening;
- b) Controlled Substance and Alcohol Abuse;
- c) Workplace Violence Policies

Violation: If Licensee' employees are found to be in pre-access and post-access violation of any part of this Policy shall be removed immediately from premises vicinity.

Compliance: If licensee fails to comply with this Policy, the licensee may be considered in breach of regulations. The Regulator or its designee shall have upon request immediate access to Licensee' records to assure compliance with the requirements of this Policy.

Policy Details: The licensee must address three specific issues regarding Safe and Secure Workplace.

1. Pre-assignment Screening:

Licensee to whom this Policy applies must demonstrate that they are providing employees who are non-violent, drug-free and who do not have a propensity for illegal and/or violent behavior.

This Policy does not necessarily disqualify anyone from working on a petroleum regulated facility based on criminal records. It is the intent of this Policy to ensure licensees has the ability to maintain a safe and secure workplace for its employees, supplier employees, customers and the public.

Licensee shall conduct, prior to assignment of any employee, a detailed background investigation to include as a minimum the following:

- a) Drug screening - drug test is required under this Policy will test for the presence of alcohol or substance abuse in the person's system

A positive test result for controlled substances not lawfully prescribed or for misuse of a lawfully prescribed controlled substance shall result in the denial of access in the premise.

Licenseses shall ensure that contractors and/or employees assigned to perform work do not constitute a threat of violence or criminal activity towards property, customers, other employees and the general public.

2. Controlled Substances and Alcohol Abuse:

All employees should be fit-for-duty and report to work able to perform their duties safely. Use or possession of controlled substances and/or alcoholic beverages by employees is an unsafe work practice that creates an increased risk to each employee' safety and the safety of others. The use or possession of any illegal drug or controlled substance without a valid prescription and/or the misuse of any prescription or over-the-counter medication by any employee shall constitute a violation of this Policy.

Any employee who is consuming or is under the influence of any alcoholic beverage while on duty shall be in violation of this Policy.

All Licensee must have in place a controlled substance and alcohol Policy and the Policy must include a provision to test their employees and visitors on a random basis, at a rate of not less than 25% per year of employees engaged in work within their premises.

3. Workplace Violence

Licenseses shall be committed to providing a safe and secure workplace, and always are expected to work in concert with employees to ensure that the workplace remains safe and secure for all.

Behavior that could be perceived by a reasonable person as threatening or indicating the possibility of violence is prohibited. This may include, but is not limited to verbal threats, gestures, abusive language or physical altercation (fighting, shoving, etc.).

Displaying or carrying in any manner a weapon, firearm or destructive device at any time within a petroleum regulated facility is prohibited.

4. Acknowledgment

Licenseses must make their employees aware of this Policy and have contractor's employees acknowledge so in writing prior to beginning work within their Premises.

Bibliography

PUBLIC REVIEW DRAFT