



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 10775

Regulasiekoerant

Vol. 629

3 November
November 2017

No. 41225

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5843



9 771682 584003

41225



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

Contents

<i>No.</i>		<i>Gazette No.</i>	<i>Page No.</i>
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS			
Labour, Department of/ Arbeid, Departement van			
R. 1222	Labour Relations Act, 1995: National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry: Extension to Non-Parties of the Agency Shop Collective Agreement.....	41225	11
South African Revenue Service/ Suid-Afrikaanse Inkomstediens			
R. 1223	Customs and Excise Act, 1964: Amendment of Schedule No. 4 (No. 4/2/376).....	41225	26
R. 1223	Doeane- en Aksynswet, 1964: Wysiging van Bylae No. 4 (No. 4/2/376).....	41225	27

Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2017**

The closing time is **15:00** sharp on the following days:

- **29 December**, Thursday, for the issue of Friday **06 January 2017**
- **06 January**, Friday, for the issue of Friday **13 January 2017**
- **13 January**, Friday, for the issue of Friday **20 January 2017**
- **20 January**, Friday, for the issue of Friday **27 January 2017**
- **27 January**, Friday, for the issue of Friday **03 February 2017**
- **03 February**, Friday, for the issue of Friday **10 February 2017**
- **10 February**, Friday, for the issue of Friday **17 February 2017**
- **17 February**, Friday, for the issue of Friday **24 February 2017**
- **24 February**, Friday, for the issue of Friday **03 March 2017**
- **03 March**, Friday, for the issue of Friday **10 March 2017**
- **10 March**, Friday, for the issue of Friday **17 March 2017**
- **16 March**, Thursday, for the issue of Friday **24 March 2017**
- **24 March**, Friday, for the issue of Friday **31 March 2017**
- **31 March**, Friday, for the issue of Friday **07 April 2017**
- **06 April**, Thursday, for the issue of Thursday **13 April 2017**
- **12 April**, Wednesday, for the issue of Friday **21 April 2017**
- **20 April**, Thursday, for the issue of Friday **28 April 2017**
- **26 April**, Wednesday, for the issue of Friday **05 May 2017**
- **05 May**, Friday, for the issue of Friday **12 May 2017**
- **12 May**, Friday, for the issue of Friday **19 May 2017**
- **19 May**, Friday, for the issue of Friday **26 May 2017**
- **26 May**, Friday, for the issue of Friday **02 June 2017**
- **02 June**, Friday, for the issue of Friday **09 June 2017**
- **08 June**, Thursday, for the issue of Thursday **15 June 2017**
- **15 June**, Thursday, for the issue of Friday **23 June 2017**
- **23 June**, Friday, for the issue of Friday **30 June 2017**
- **30 June**, Friday, for the issue of Friday **07 July 2017**
- **07 July**, Friday, for the issue of Friday **14 July 2017**
- **14 July**, Friday, for the issue of Friday **21 July 2017**
- **21 July**, Friday, for the issue of Friday **28 July 2017**
- **28 July**, Friday, for the issue of Friday **04 August 2017**
- **03 August**, Thursday, for the issue of Friday **11 August 2017**
- **11 August**, Friday, for the issue of Friday **18 August 2017**
- **18 August**, Friday, for the issue of Friday **25 August 2017**
- **25 August**, Friday, for the issue of Friday **01 September 2017**
- **01 September**, Friday, for the issue of Friday **08 September 2017**
- **08 September**, Friday, for the issue of Friday **15 September 2017**
- **15 September**, Friday, for the issue of Friday **22 September 2017**
- **21 September**, Thursday, for the issue of Friday **29 September 2017**
- **29 September**, Friday, for the issue of Friday **06 October 2017**
- **06 October**, Friday, for the issue of Friday **13 October 2017**
- **13 October**, Friday, for the issue of Friday **20 October 2017**
- **20 October**, Friday, for the issue of Friday **27 October 2017**
- **27 October**, Friday, for the issue of Friday **03 November 2017**
- **03 November**, Friday, for the issue of Friday **10 November 2017**
- **10 November**, Friday, for the issue of Friday **17 November 2017**
- **17 November**, Friday, for the issue of Friday **24 November 2017**
- **24 November**, Friday, for the issue of Friday **01 December 2017**
- **01 December**, Friday, for the issue of Friday **08 December 2017**
- **08 December**, Friday, for the issue of Friday **15 December 2017**
- **15 December**, Friday, for the issue of Friday **22 December 2017**
- **20 December**, Wednesday, for the issue of Friday **29 December 2017**

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2016

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1000 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	250.00
Ordinary National, Provincial	2/4 - Half Page	500.00
Ordinary National, Provincial	3/4 - Three Quarter Page	750.00
Ordinary National, Provincial	4/4 - Full Page	1000.00

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3000** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwnonline.co.za

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00, to be published the following Friday	Tuesday, 15h00 - 3 days prior to publication
Petrol Price Gazette	As required	First Wednesday of the month	One week before publication	3 days prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00, to be published the following Friday	3 days prior to publication
Unclaimed Monies (justice, labour or lawyers)	January / As required 2 per year	Any	15 January / As required	3 days prior to publication
Parliament (acts, white paper, green paper)	As required	Any		3 days prior to publication
Manuals	As required	Any	None	None
State of Budget (National Treasury)	Monthly	Any	7 days prior to publication	3 days prior to publication
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
North West	Weekly	Tuesday	One week before publication	3 days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 days prior to publication
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
Mpumalanga Liquor License Gazette	2 per month	Second & Fourth Friday	One week before	3 days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES**EXTRAORDINARY GAZETTES**

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice .
(Please see *Quotation* section below for further details)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (Please see the *Copy Section* below, for the specifications).
 - 8.1.5. Any additional notice information if applicable.
9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**QUOTATIONS**

13. Quotations are valid until the next tariff change.
 - 13.1. **Take note:** GPW's annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.
 - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
 - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
 - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
 - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
 - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
 - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
 - 19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES**COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s).

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:
Government Printing Works

149 Bosman Street

Pretoria

Postal Address:

Private Bag X85

Pretoria

0001

GPW Banking Details:
Bank: ABSA Bosman Street

Account No.: 405 7114 016

Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za
E-mail: info.egazette@gpw.gov.za
Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za
Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR

NO. R. 1222

03 NOVEMBER 2017

LABOUR RELATIONS ACT, 1995**NATIONAL BARGAINING COUNCIL FOR THE HAIRDRESSING,
COSMETOLOGY, BEAUTY AND SKINCARE INDUSTRY: EXTENSION TO
NON-PARTIES OF THE AGENCY SHOP COLLECTIVE AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the provisions of the collective agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of the agreement until 31 December 2018.


.....**M N OLIPHANT, MP****MINISTER OF LABOUR**

DATE: 17/10/2017.....

UMTHETHO WOBUDLELWENO KWEZABASEBENZI KA-1995**NATIONAL BARGAINING COUNCIL FOR THE HAIRDRESSING,
COSMETOLOGY, BEAUTY AND SKINCARE INDUSTRY:****UKWELULELWA KWESIVUMELWANO SENTELA SABAQASHI
NABASEBENZI SELULELWA KULABO ABANGEYONA INGXYENYE
YESIVUMELWANO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, siyokuqala ukusebenza kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesiSivumelwano kuze kube ngomhlaka 31 kuZibandlela 2018.



.....
MN OLIPHANT, MP

UNGQONGQOSHE WEZABASEBENZI

DATE: ...17/10/2017.....

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE HAIRDRESSING, COSMETOLOGY, BEAUTY AND SKINCARE INDUSTRY

AGENCY SHOP COLLECTIVE AGREEMENT

In accordance with the provisions of the Labour Relations Act, No. 66 of 1995, made and entered into by and between the

Employers' Organisation for Hairdressing, Cosmetology and Beauty

(hereinafter referred to as the "*Employers' Organisation*" on the one part)

and

UASA – The Union

(hereinafter referred to as the "*Trade Union*" on the other part)

being the Parties to the National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry.

1 SCOPE OF APPLICATION

1.1 The terms of this Agreement shall be observed in the Hairdressing, Cosmetology, Beauty and Skincare Industry by all Employers who are members of the Employers' Organisation and by all Employees who are members of the Trade Union.

1.2 Notwithstanding the provisions of clause 1.1 of this Agreement, the terms of this Agreement shall:-

- 1.2.1 apply only to Employees for whom a Basic Salary or Wage or Commission are specified in the Main Collective Agreement and to the Employers of such Employees;
- 1.2.2 apply to Learners/Students only in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998 or any contract entered into or any condition fixed there under;

2. PERIOD OF OPERATION

- 2.1 This Agreement shall come into operation on such date as may be determined by the Minister of Labour in terms of section 32 of the Act and shall remain in force for a period of 12 months.

3. DEFINITIONS

- 3.1 Any term or expression used in this Agreement which is defined in the Labour Relations Act, No. 66 of 1995, as amended, has the same meaning assigned to it in the Act. The masculine includes the feminine and *vice versa* and the singular includes the plural.
- 3.2 Save where expressed distinction is made between definitions contained in this Agreement, the following words shall have the under mentioned meaning assigned to them, being:
 - 3.2.1 **"THE ACT"** means the Labour Relations Act, No. 66 of 1995 as amended;
 - 3.2.2 **"AGENCY SHOP COLLECTIVE AGREEMENT"** means this Agency Shop Agreement as envisaged in section 25 of the Act;
 - 3.2.3 **"COUNCIL"** means the National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry registered in terms of section 29 of the Act;

- 3.2.4 **“EMPLOYEE”** means any person who is employed by or working for any Employer and who is receiving or is entitled to receive remuneration, and any other person who in any manner assists in the carrying on or conducting of the business of any Employer, and “employ” and “employment” have corresponding meanings;
- 3.2.5 **“EMPLOYER”** means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him, or who permits any person whosoever in any manner assist him carrying on or conducting his business and “employ” and “employment” have corresponding meanings;
- 3.2.6 **“ESTABLISHMENT”** means any place or premises from which hairdressing, cosmetology, beauty and/or skincare services are rendered but excluding canvas or sail gazebos or if such services are rendered in open space, unless chemicals are used in the execution of the hairdressing, cosmetology, beauty and/or skincare services rendered, in which event all such places or premises shall be considered to be an establishment;
- 3.2.7 **“MAIN COLLECTIVE AGREEMENT”** means the Collective Agreement entered into by and between the representative Employers’ organisation and the representative Trade Union as envisaged in section 31 of the Act;
- 3.2.8 **NON-PARTY**” means any Employer or Employee who is not a member of a registered Employers’ organisation or Trade union which is party to the Council;
- 3.2.9 **“PARTY”** means any registered Employers’ Organisation or Trade Union which is a party to the Council and **“PARTIES”** means the Employers’ Organisation and Trade Union jointly ;

3.2.10 **“REMUNERATION”** means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person working for the other.

4. APPLICATION OF AGENCY SHOP COLLECTIVE AGREEMENT

4.1 A separate Agency Shop Collective Agreement in terms of section 25 of the Act is hereby agreed to and the provisions of the Act shall apply to this Agency Shop Collective Agreement.

4.2 The object of the Agency Shop Collective Agreement is to ensure that all Employers and Employees, who received the benefit of collective bargaining contribute to the costs and expenses in respect thereof.

4.3 The Agency Shop Collective Agreement shall be subject to the respective Parties being representative as envisaged in section 25 of the Act in respect of Employers and Employees to which the Main Collective Agreement apply, as verified by the Department of Labour from time to time.

4.4 Accordingly, the application of this Agency Shop Collective Agreement shall apply to the Parties to the Collective Agreement for as long as such Parties remain representative.

5. AGENCY SHOP LEVY

5.1 Employers

5.1.1 Every Employer who does not belong to the Employers' Organisation shall pay a monthly bargaining levy as set forth in Annexure “AG1” and “AG2 to AG13” hereto.

- 5.1.2 No Employer is compelled to become a member of the Employers' Organisation.
- 5.1.3 The monthly bargaining levy shall be paid on or before the seventh day of each and every succeeding month to the Council, on behalf of the Employers' Organisation.
- 5.1.4 The Council shall prepare an analysis of all amounts received from Employers by way of bargaining levies. The Council shall be entitled to deduct a collection fee from the bargaining levy so collected, expressed as a percentage of the total levies collected, which percentage will be calculated and agreed upon from time to time by the Parties to the Council.
- 5.1.5 The CEO shall cause to deposit all bargaining levies received into a separate account administered by the Employers' Organisation (*"the separate account"*).
- 5.1.6 The monies held in the separate account may not be:-
- 5.1.6.1 paid to a political party as an affiliation fee; or
- 5.1.6.2 contributed in cash or kind to a political party or a person standing for election to any political office.
- 5.1.7 The Employers' Organisation shall arrange for an annual audit of the separate account within 6 (six) months of its financial year by an auditor who shall:-
- 5.1.7.1 conduct the audit in accordance with general accepted auditing standards;
- 5.1.7.2 report in writing to the Employers' Organisation, and in this report express an opinion as to whether or not the Employers' Organisation

have complied with the provisions of its constitution relating to the financial matters and the provisions of clause 5.1.6.

- 5.1.8 The Employers' Organisation shall submit to the Council, within 30 (thirty) days of receipt of the auditor's report referred to in clause 5.1.7.2, a certified copy of that report.
- 5.1.9 Any person may inspect the auditor's report submitted to the Council, at the Council's office situated at 352 Ontdekkers Road, Florida, Johannesburg or such other address to which the Council may relocate from time to time.
- 5.1.10 The Council shall provide a certified copy of, or an extract from the auditor's report to any person requesting such certified copy or extract.
- 5.1.11 A conscientious objector may request the Council to pay the bargaining levy received into a fund administered by the Department of Labour.
- 5.1.12 Any dispute about the application or interpretation of the provisions of this clause 5.1 shall be resolved in terms of the provisions of the Council's Constitution.

5.2 **Employees**

- 5.2.1 Every Employer shall on a monthly basis, deduct from the Basic Salary or Wages, of its Employees an agency shop fee equivalent to the Trade Union membership fee, as determined from time to time by the Trade Union and shall pay such agency shop fee to the Council on behalf of the Trade Union, by no later than the seventh day of each and every month following on the month in which the deductions were made.
- 5.2.2 The Council shall prepare an analysis of all amounts received as agency shop fees. The Council shall be entitled to deduct a collection fee, expressed as a percentage of the total of the agency shop fees collected,

which percentage will be determined and agreed upon from time to time by the Parties to the Council.

- 5.2.3 Employees who are not members of the Trade Union are not compelled to become members of the Trade Union, save where the closed shop agreement as set forth in the Main Collective Agreement, applies.
- 5.2.4 The CEO of the Council shall cause to deposit all monies received as agency shop fees, into the Council's account and at the end of each month shall deposit all agency shop fees received in respect of non-members into a separate account administered by the Trade Union (*"the Union's separate account"*).
- 5.2.5 The monies held in the Union's separate account and may not be:-
- 5.2.5.1 paid to a political party as an affiliation fee; or
 - 5.2.5.2 contributing cash or kind to a political party or person standing for election to a political office; or
 - 5.2.5.3 used for any expenditure that does not advance or protect the socio-economic interest of Employees.
- 5.2.6 The Trade Union shall arrange for an annual audit of the Union's separate account within 6 (six) months of its financial year by an auditor who shall:-
- 5.2.6.1 conduct the audit in accordance with the general accepted auditing standards;
 - 5.2.6.2 report in writing to the Trade Union, and in this report express an opinion as to whether or not the Trade Union have complied with the provisions of its constitution relating to the financial matters and the provisions of clause 5.2.5.

- 5.2.7 The Trade Union shall submit to the Council, within 30 (thirty) days of receipt of the auditor's report referred to in clause 5.2.6 a certified copy of that report.
- 5.2.8 Any person may inspect the auditor's report submitted to the Council, at the Council's office situated at 352 Ontdekkers Road, Florida, Johannesburg or such other address to which the Council may relocate from time to time.
- 5.2.9 The Council shall provide a certified copy of, or an extract from the auditor's report to any person requesting such certified copy or extract.
- 5.2.10 A conscientious objector may request the Employer to pay the amount deducted from the Employee's Wages into a fund administered by the Department of Labour.
- 5.2.11 Any dispute about the application or interpretation of the provisions of this clause 5.2 shall be resolved in terms of the provisions of the Council's Constitution.

6. EXEMPTIONS

6.1 General exemption from any provisions of this Agency Shop Collective Agreement

- 6.1.1 An application for the exemption of the provisions contained in this Agency Shop Collective Agreement shall be heard by an Independent Exemption Committee (*"the Exemption Committee"*) consisting of 2 (two) Commissioners accredited in accordance with the provisions of section 128 of the Act.
- 6.1.2 An application for exemption shall be in writing and made to the CEO of the Council in the form as set forth in **Annexure "AG14"** hereto.
- 6.1.3 All applications for exemption shall be supported by such supporting

documentation as may be indicated or required by the Exemption Committee, from time to time, in order to properly assess the application for exemption.

6.1.4 The Exemptions Committee shall decide on an application for exemption within 30 (thirty) days of receipt of such application by the CEO of the Council.

6.1.5 The person or entity moving for the application for exemption ("*the Applicant*") may request the Exemption Committee that the application for exemption be amplified by means of oral argument on the date upon which the Exemption Committee considers the application, failing which the Exemption Committee will consider the application for exemption on the basis of the written application and supporting documents, submitted.

6.1.6 All applications shall comply with the following, being:-

6.1.6.1 it shall be fully motivated;

6.1.6.2 be accompanied by the required supporting documentation;

6.1.6.3 applications that adversely affect any rights and obligations of Employees, will not be considered unless the Employees or their representatives have been properly consulted and their views fully recorded in the application;

6.1.6.4 a presentation reflecting the objectives and strategies to be adopted by the Applicant during the exemption period, to rectify the non-compliance with this Agreement and indicating a time frame for such objectives and strategies to be achieved;

6.1.6.5 the time period for which exemption is required.

6.1.7 In considering an application for exemption, the Exemption Committee shall, amongst others, consider, but shall not be limited to, the following criteria:-

- 6.1.7.1 the Applicant's past record of compliance with the provisions of this Agreement and previous exemption granted;
- 6.1.7.2 any special circumstances that may exist;
- 6.1.7.3 any precedent that might be set as a result of the granting of the exemption;
- 6.1.7.4 the interest of the sector with specific reference to:-
 - 6.1.7.4.1 unfair competition;
 - 6.1.7.4.2 collective bargaining;
 - 6.1.7.4.3 the dilution of the scope and jurisdiction of the Council.
- 6.1.7.5 the interest of Employees with specific reference to:-
 - 6.1.7.5.1 exploitation;
 - 6.1.7.5.2 job preservation.
- 6.1.7.6 the interest of the Applicant with specific regard to:-
 - 6.1.7.6.1 financial stability;
 - 6.1.7.6.2 operational requirements.

6.2 Appeals

- 6.2.1 In accordance with the provisions of the Act, the Council hereby establishes an independent body, to be known as the Exemptions Appeal Body to consider appeals against a refusal of a non-party's application for exemption from the provisions of this Agency Shop Collective Agreement and the withdrawal of such exemption by the Council.

- 6.2.2 An Applicant may lodge an appeal with the Council against the Exemption Committee's refusal for an application for exemption from the provisions of this Agency Shop Collective Agreement or the withdrawal of such an exemption by the Council.
- 6.2.3 The Exemption Appeal Body shall hear, decide and inform the applicant and the Council as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
- 6.2.4 Any appeal shall be in writing and shall contain the following:-
- 6.2.1.1 grounds of appeal;
 - 6.2.1.2 all supporting documentation which will be used in support of the appeal;
 - 6.2.1.3 any other relevant information or documentation that may assist the Exemption Appeal Board to arrive at a conclusion.
- 6.2.5 Any appeal may be amplified by oral argument.
- 6.2.6 The criteria for the consideration of an appeal will be the criteria as set forth in clause 6.1.7 above.
- 6.2.7 The Exemption Appeal Body's finding on appeal shall be in writing and shall be made available to the Applicant.
- 6.2.8 The Exemption Appeal Body shall consist of 2 (two) Commissioners accredited in accordance with the provisions of section 128 of the Act, from the panel approved by the Council from time to time.

6.3 The granting of exemption or withdrawal thereof

- 6.3.1 When exemption is granted by the Exemption Committee or, on appeal by the Exemption Appeal Board, such exemption shall expressly specify:-

- 6.3.1.1 any conditions subject to which the exemption is granted;
 - 6.3.1.2 the period during which the exemption is to operate;
 - 6.3.1.3 the circumstances, if any, in which the exemption may be withdrawn.
- 6.3.2 The CEO shall furnish the Applicant, should exemption be granted in favour of such Applicant, with a letter of exemption recording the:-
- 6.3.2.1 full name of the person/s in whose favour exemption is granted;
 - 6.3.2.2 provisions of this Agreement from which exemption are granted;
 - 6.3.2.3 conditions subject to which exemption is granted;
 - 6.3.2.4 period during which exemption is to operate;
 - 6.3.2.5 circumstances in which it may be withdrawn, if any.
- 6.3.3 Should circumstances dictate and permit, the Council may withdraw the exemption granted, the CEO of the Council shall notify the Applicant thereof, by furnishing it with at least 7 (seven) days' notice.
- 6.3.4 The Applicant may appeal the resolution by the Council to withdraw the exemption granted in accordance with the provisions of clause 6.2 above.

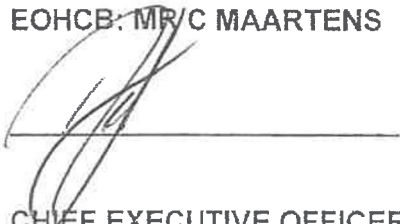
SIGNED AT PRETORIA ON THIS THE ..1st..DAY OF*July*.....2017



UASA – THE UNION:
MR N VAN ROOYEN



EOHCB: MR/C MAARTENS



CHIEF EXECUTIVE OFFICER
BARGAINING COUNCIL:
MR S DELPORT

SOUTH AFRICAN REVENUE SERVICE

NO. R. 1223

03 NOVEMBER 2017

**CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 4 (NO. 4/2/376)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 2 of Schedule No. 4 to the said Act is hereby amended to the extent set out in the Schedule hereto.



**MKN GIGABA
MINISTER OF FINANCE**

SCHEDULE

By the insertion of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
460.17	87.03	04.04	44	Motor cars and other motor vehicles principally designed for the transport of persons (excluding commercial vehicles or buses) including station wagons and racing cars, classifiable in tariff subheading 87.03, which were manufactured 40 years or more prior to the date of importation and/or such motor cars of any age which are determined to be international collectors' vehicles by the International Trade Administration Commission (ITAC) and subject to the issuing of an ITAC import permit (subject to import control conditions) authorising the importation of the particular vehicle, under such conditions as ITAC may allow by specific rebate permit	Full duty in Part 1 of Schedule No. 1

SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1223

03 NOVEMBER 2017

**DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 4 (NO. 4/2376)**

Kragters artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 2 van Bylae No. 4 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.



MINISTER VAN FINANSIES

BYLAE

Deur die invoeging van die volgende:

Kortingitem	Tarifpos	Kortingkode	TS	Beskrywing	Mate van Korting
460.17	87.03	04.04	44	Motorkarre en ander motorvoertuie hoofsaaklik vir die vervoer van persone ontwerp (uitgesonderd kommersiële voertuie of busse), met inbegrip van stasiewaens en renmotors, indeelbaar in tariefpos 87.03, wat 40 of meer jare voor die datum van invoer vervaardig is en/of sodanige motorkarre van enige ouderdom wat deur die Internasionale Handelsadministrasiekommissee (IHAK) bepaal is om internasionale versamelaarsvoertuie te wees en onderhewig is aan die uitreik van 'n invoerpermit (onderhewig aan invoerbeheervoorwaardes) wat die invoer van die bepaalde voertuig magtig, onder sodanige voorwaardes wat die IHAK by bepaalde permit mag toelaat	Volle reg in Deel 1 van Bylae No. 1

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065