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For purposes of reference, all Proclamations, Government Notices, General Notices and Board Notices published are included in the following table of contents which thus forms a weekly index. Let yourself be guided by the gazette numbers in the righthand column:

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

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

- **28 December 2017**, Thursday for the issue of Friday **05 January 2018**
- **05 January**, Friday for the issue of Friday **12 January 2018**
- **12 January**, Friday for the issue of Friday **19 January 2018**
- **19 January**, Friday for the issue of Friday **26 January 2018**
- **26 January**, Friday for the issue of Friday **02 February 2018**
- **02 February**, Friday for the issue of Friday **09 February 2018**
- **09 February**, Friday for the issue of Friday **16 February 2018**
- **16 February**, Friday for the issue of Friday **23 February 2018**
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- **02 March**, Friday for the issue of Friday **09 March 2018**
- **09 March**, Friday for the issue of Friday **16 March 2018**
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- **22 March**, Thursday for the issue of Thursday **29 March 2018**
- **28 March**, Wednesday for the issue of Friday **06 April 2018**
- **06 April**, Friday for the issue of Friday **13 April 2018**
- **13 April**, Friday for the issue of Friday **20 April 2018**
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# LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

**COMMENCEMENT: 1 APRIL 2018**

## 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 R1008.80 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	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

## 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 **R3026.32** 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.gpwonline.co.za](http://www.gpwonline.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 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any		3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days <b>after</b> submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working 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](http://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](mailto: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 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](mailto: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](mailto: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](http://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](mailto:submit.egazette@gpw.gov.za)

**E-mail:** [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)

**Tel:** 012-748 6200

**Contact person for subscribers:** Mrs M. Toka:

**E-mail:** [subscriptions@gpw.gov.za](mailto:subscriptions@gpw.gov.za)

**Tel:** 012-748-6066 / 6060 / 6058

**Fax:** 012-323-9574

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**PROCLAMATIONS • PROKLAMASIES**

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**PROCLAMATION NO. 19 OF 2018****by the****PRESIDENT of the REPUBLIC of SOUTH AFRICA****SPECIAL INVESTIGATING UNITS AND SPECIAL TRIBUNALS ACT, 1996 (ACT NO. 74 OF 1996): AMENDMENT OF PROCLAMATION NO. R. 29 OF 2017**

Under section 2(4) of the Special Investigating Units and Special Tribunals Act, 1996 (Act No. 74 of 1996), I hereby amend Proclamation No. R. 29 of 2017, by—

- (a) the further extension of the period referred to in the fourth paragraph of the Proclamation to the date of publication of this Proclamation; and
- (b) the substitution for paragraph 1 of the Schedule to the Proclamation of the following paragraph:

“1. The procurement of, or contracting for goods, works or services by or on behalf of the SABC from Lornavision (Pty) Ltd, Vision View Productions CC, Sekela Xabiso CA Incorporated, Lezaf Consulting CC, Gekkonomix (Pty) Ltd (trading as Infonomix), Asante Sana (Pty) Ltd, Foxton Communicating (Pty) Ltd, Mott MacDonald (Pty) Ltd and Mafoko Security Patrols (Pty) Ltd and payments made in respect thereof, in a manner that was—

- (a) not fair, competitive, transparent, equitable or cost-effective;
- (b) contrary to applicable—
  - (i) legislation;
  - (ii) manuals, guidelines, practice notes, circulars or instructions issued by the National Treasury; or
  - (iii) manuals, policies, procedures, prescripts, instructions or practices of, or applicable to the SABC,

and any related unauthorised, irregular or fruitless and wasteful expenditure incurred by the SABC or the State.”.

Given under my Hand and the Seal of the Republic of South Africa at Johannesburg this 21<sup>st</sup> day of June Two thousand and eighteen.

**CM Ramaphosa**  
**President**

By Order of the President-in-Cabinet:

**TM Masutha**  
**Minister of the Cabinet**

**PROKLAMASIE NO. 19 VAN 2018**

**van die  
PRESIDENT van die REPUBLIEK van SUID AFRIKA**

**WET OP SPESIALE ONDERSOEKEENHEDE EN SPESIALE TRIBUNALE, 1996 (WET NO. 74 VAN 1996): WYSIGING VAN PROKLAMASIE NO. R. 29 VAN 2017**

Kragtens artikel 2(4) van die Wet op Spesiale Ondersoekkeenheide en Spesiale Tribunale, 1996 (Wet No. 74 van 1996), wysig ek hierby Proklamasie No. R. 29 van 2017, deur—

- (a) die verdere verlenging van die tydperk vermeld in die vierde paragraaf van die Proklamasie tot die datum van publikasie van hierdie Proklamasie; en
- (b) die vervanging van paragraaf 1 van die Bylae tot die Proklamasie deur die volgende paragraaf:

“1. Die aanskaffing van, of kontraktering vir goedere, werke of dienste deur of namens die SAUK vanaf Lornavision (Pty) Ltd, Vision View Productions CC, Sekela Xabiso CA Incorporated, Lezaf Consulting CC, Gekkonomix (Pty) Ltd (handel as Infonomix), Asante Sana (Pty) Ltd, Foxton Communicating (Pty) Ltd, Mott MacDonald (Pty) Ltd en Mafoko Security Patrols (Pty) Ltd en betalings wat in verband daarmee gemaak is op ‘n wyse wat—

- (a) nie regverdig, mededingend, deursigtig, billik of koste-effektief was nie;
  - (b) strydig was met toepaslike—
    - (i) wetgewing;
    - (ii) handleidings, riglyne, praktyknotas, omsendskrywes of instruksies wat deur die Nasionale Tesourie uitgevaardig is; of
    - (iii) handleidings, beleid, prosedures, voorskrifte, instruksies of praktyke van, of wat op die SAUK van toepassing is,
- en enige verbandhoudende ongemagtigde, onreëlmatige of vrugtelose en verspilde uitgawes wat deur die SAUK of die Staat opgeloop was.

Gegee onder my Hand en die Seël van die Republiek van Suid Afrika te Johannesburg op hede die 21 ste dag van Junie Tweeduisend-en-agtien.

**CM Ramaphosa**  
**President**

Op las van die President-in-Kabinet:

**TM Masutha**  
**Minister van die Kabinet**

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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

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## CIVILIAN SECRETARIAT FOR THE POLICE SERVICE

NO. 663

06 JULY 2018

**SOUTH AFRICAN POLICE SERVICE EMPLOYMENT REGULATIONS, 2018**

The Minister of Police has, under section 24(1) of the South African Police Service Act, 1995 (Act No 68 of 1995), made the regulations in the Schedule.



B H CELE

Minister of Police

28/08/2018



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**SCHEDULE****SOUTH AFRICAN POLICE SERVICE EMPLOYMENT REGULATIONS, 2018**

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## MEMBERS OF THE SENIOR MANAGEMENT SERVICE

### CHAPTER 1

#### GENERAL PROVISIONS

##### 1. DEFINITIONS

In these Regulations any word or expression bears the meaning which was assigned to it in the Act or the Public Service Act and unless the context indicates otherwise, -

(a) "competence" means the blend of knowledge, skills, behaviour and aptitude that a person can apply in the work environment, which indicates the ability of a person to meet the requirements of a specific post;

(b) "CORE" means Code of Remuneration referred to in regulation 26(4);

(c) "designated groups" means designated groups as defined in section 1 of the Employment Equity Act, 1998 (Act No 55 of 1998);

(d) "employee" means a member of the Service as defined in section 1 of the Act;

(e) "financial year" means a financial year as defined in section 1 of the Public Finance Management Act;

(f) "grade" means the relative value of a particular job as reflected by the job weight, which is linked to a salary level in a salary scale used in the Service;

(g) "inherent requirements of a job" means the competence and any other requirement that an employee needs in order to carry out a job;

- (h) "job" means those basic duties, tasks, functions and responsibilities according to which one or more posts of the same grade are established;
- (i) "job weight" means a numerical value assigned to reflect selected characteristics of a job as measured by a job evaluation instrument;
- (j) "Labour Relations Act" means the Labour Relations Act, 1995 (Act No 66 of 1995);
- (k) "Minister" means the Minister of Police;
- (l) "OSD" means occupation specific dispensation which is a dispensation for specific occupational categories and which includes a unique salary structure, a determined grading structure and job profiles, career pathing opportunities based on competencies, experience, performance and any other employment practice determined by the National Commissioner after consultation with the Minister;
- (m) "Public Finance Management Act" means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- (n) "Public Service Act" means the Public Service Act, 1994 (promulgated under Proclamation No 103 of 1994);
- (o) "SMS" means employees appointed to a post level graded on 13 or above;
- (p) "the Act" means the South African Police Service Act, 1995 (Act No 68 of 1995);
- (q) "these Regulations" means the South African Police Service Employment Regulations, 2018; and
- (r) "the Treasury Regulations" means the Treasury Regulations published in the Government Gazette in the Government Notice No. R225 of 15 March 2005, as may be amended from time to time and made under section 76 of the Public Finance Management Act.

## 2. DEVIATIONS, DELEGATIONS AND AUTHORISATIONS

(1) The Minister may, if circumstances justify it, approve a deviation from any provision of these Regulations, and may authorise such deviation with retrospective effect for purposes of equality.

(2) The Minister or National Commissioner respectively may delegate in writing any power conferred upon him or her in terms of these Regulations to an employee or authorise an employee in writing to perform a duty imposed upon him or her in terms of these Regulations, and may set conditions for the exercise of the power or performance of the duty.

## 3. COMMUNICATION WITH THE MEDIA

(1) The National Commissioner must issue official directives on how employees must communicate in the printed or other public media.

(2) An employee must direct any enquiry on a matter that falls within the powers and duties of the Minister, to the National Commissioner.

(3) Without derogating from the provisions of the Protected Disclosures Act, 2000 (Act No 26 of 2000) an employee in his or her official capacity, may not irresponsibly criticize Government policy at a public gathering, in a publication or in the printed or other public media.

## 4. DECISION-MAKING IN CASE OF CONFLICT OF INTEREST

(1) If a possible conflict of interest arises in the performance of any act by any employee in terms of these Regulations, that employee may perform the act only after considering a recommendation of an independent panel consisting of at least two persons, appointed by the National Commissioner, or, if the employee is the National Commissioner, the Minister.

(2) If that employee deviates from the recommendations of the panel, he or she must record the reasons for the deviation in writing.

(3) An employee may not accept or seek compensation of any kind from an employee or a prospective employee in return for performing an act in terms of these Regulations.

#### 5. RECORD-KEEPING ON CORRECTION OF ACTS AND OMISSIONS

(1) The National Commissioner must keep copies of all documents relating to a power exercised in terms of section 5(7)(a) of the Public Service Act in the personnel file of the affected employee or employees.

(2) The Minister must submit a report in February of each year to the Minister for the Public Service and Administration, regarding instances in the preceding 12 months in which he or she exercised his or her power in terms of section 5(7)(a) of the Public Service Act. The report must at least contain the:

- (a) personal details of the affected employee or employees;
- (b) details of the act or omission that was corrected; and
- (c) the decision of the Minister.

### CHAPTER 2 CONDUCT, ETHICS AND ANTI-CORRUPTION

#### Part 1: Code of Conduct

#### 6. RELATIONSHIP WITH LEGISLATURE AND EXECUTIVE

An employee must -

- (a) be faithful to the Republic and honour the Constitution and abide thereby in the execution of his or her daily tasks;
- (b) put the public interest first in the execution of his or her duties;
- (c) loyally execute the policies of the Government of the day in the performance of his or her official duties as contained in all statutory and other prescripts;
- (d) strive to be familiar with and abide by all statutory and other instructions applicable to his or her conduct and duties; and

(e) co-operate with public institutions established under legislation and the Constitution in promoting the public interest.

## 7. RELATIONSHIP WITH PUBLIC

An employee must-

- (a) promote the unity and well-being of the South African nation in performing his or her official duties;
- (b) serve the public in an unbiased and impartial manner in order to enhance confidence in the Service and public service;
- (c) be polite, helpful and reasonably accessible in his or her dealings with the public, at all times treating members of the public as customers who are entitled to receive high standards of service;
- (d) have regard for the circumstances and concerns of the public in performing his or her official duties and in the making of decisions affecting them;
- (e) be committed through timely service to the development and upliftment of all South Africans;
- (f) not unfairly discriminate against any member of the public on account of race, gender, ethnic or social origin, colour, sexual orientation, age, disability, religion, political persuasion, conscience, belief, culture or language;
- (g) not abuse his or her position in the Service to promote or prejudice the interest of any political party or interest group;
- (h) respect and protect the dignity of every person and his or her rights as contained in the Constitution; and
- (i) recognise the right of access to information of the public, excluding information that is specifically protected by law.

## 8. RELATIONSHIPS AMONG EMPLOYEES

An employee must -

- (a) co-operate fully with other employees to advance the public interest;
- (b) execute all reasonable instructions by persons officially assigned to give them, provided these are not contrary to the provisions of the Constitution or any other law;

- (c) refrain from favouring relatives and friends in work-related activities and never abuse his or her authority or influence another employee, nor be influenced to abuse his or her authority;
- (d) use the appropriate channels to air his or her grievances or to direct representations;
- (e) be committed to the optimal development, motivation and utilisation of his or her staff and the promotion of sound labour and interpersonal relations;
- (f) deal fairly, professionally and equitably with other employees, irrespective of race, gender, ethnic or persuasion, conscience, belief, culture or language; and
- (g) subject to section 46 of the Act, refrain from party political activities in the workplace.

## 9. PERFORMANCE OF DUTIES

An employee must -

- (a) strive to achieve the objectives of the Service cost-effectively and in the public's interest;
- (b) be creative in thought and in the execution of his or her duties, seek innovative ways to solve problems and enhance effectiveness and efficiency within the context of the law;
- (c) be punctual in the execution of his or her duties;
- (d) execute his or her duties in a professional and competent manner;
- (e) refrain from engaging in any transaction or action that is in conflict with or infringes on the execution of his or her official duties;
- (f) not accept or seek compensation of any kind from an employee or a prospective employee in return for performing an act in terms of these Regulations;
- (g) recuse himself or herself from any official action or decision-making process which may result in improper personal gain, and properly declare this;
- (h) accept the responsibility to avail himself or herself of ongoing training and self-development throughout his or her career;
- (i) be honest and accountable in dealing with public funds and use the property and other resources of the Service effectively, efficiently and only for authorised purposes;
- (j) promote sound, efficient, effective, transparent and accountable administration;
- (k) in the course of his or her official duties, report to the appropriate authorities, fraud, corruption, nepotism, mal-administration and any other act which constitutes an offence, or which is prejudicial to the public interest;

(l) give honest and impartial advice, based on all available relevant information, to higher authority when asked for assistance of this kind;

(m) honour the confidentiality of matters, documents and discussions, classified or implied as being confidential or secret; and

(n) not release official information to the public unless he or she has the necessary authority.

## 10. PERSONAL CONDUCT AND PRIVATE INTERESTS

An employee must -

(a) during the execution of official duties, dress and behave in a manner that enhances the reputation of the Service;

(b) act responsibly as far as the use of alcoholic beverages or any other substance with an intoxicating effect is concerned;

(c) not use his or her official position to obtain private gifts or benefits for himself or herself during the performance of his or her official duties.

(d) not use or disclose any official information for personal gain or the gain of others; and

(e) not, without appropriate approval, undertake remunerative work outside his or her official duties, and where approval is obtained, may not use office equipment for such work.

## Part 2: Financial disclosure

## 11. DEFINITIONS

In this Part, unless the context indicates otherwise-

"designated employee" means –

(a) the National Commissioner or any other employee occupying a post on grade 13 or higher in the Service;

(b) any other person who in terms of section 36(3) of the Public Finance Management Act have been approved or instructed by the relevant treasury to be the accounting officer of the Service;

(c) any other employee or category of employees in the Service determined by the Minister;

"form" means a printed or electronic form contemplated in regulation 13;

"interests" means the financial interests listed in regulation 14;

"register" means the register of financial interests kept in terms of regulation 12; and

"remuneration" means any payment or benefit in cash or in kind.

## 12. REGISTER OF DESIGNATED EMPLOYEES' INTERESTS

(1) The National Commissioner must submit the interests of designated employees, who are members of the SMS to the Director-General: Office of the Public Service Commission.

(2) The National Commissioner shall keep a register of any other designated employees' interests not contemplated in subregulation (1).

## 13. DISCLOSURE OF DESIGNATED EMPLOYEE'S INTERESTS

(1) Every designated employee, except for the National Commissioner shall, not later than 30 April of each year, disclose to the National Commissioner, in a form prescribed for this purpose by the Public Service Commission, particulars of all his or her interests in respect of the period 1 April of the previous year to 31 March of the year in question.

(2) The National Commissioner shall, not later than 30 April of each year, disclose to the Minister, in the form prescribed for this purpose by the Public Service Commission, particulars of all his or her interests in respect of the period 1 April of the previous year to 31 March of the year in question.

(3) Any person who assumes duty as a designated employee on or after 1 April in a year shall make such disclosure within 30 days after assumption of duty in respect of the period from 1 April to date of disclosure.

(4) The National Commissioner shall ensure that the disclosure of interests by designated employees is submitted electronically to the Public Service Commission, unless otherwise determined by the Minister for the Public Service and Administration.

(5) The Minister shall submit to the Public Service Commission a copy of the form submitted to him or her in terms of-

(a) subregulation (2) not later than 31 May of the year in question; or

(b) subregulation (3), in so far as it relates to the National Commissioner not later than 30 days after it has been so submitted.

(6) The National Commissioner shall submit to the Public Service Commission a copy of the form submitted by a designated employee in terms of-

(a) subregulation (1) not later than 31 May of the year in question; or



(b) subregulation (3), in so far as it relates to a member of the SMS, excluding the National Commissioner, not later than 30 days after it has been so submitted.

#### 14. DETAILS OF INTERESTS TO BE DISCLOSED

The following details of interests shall be disclosed:

(a) Shares, loan accounts or any other form of equity in a registered private or public companies and other corporate entities recognised by law:

(i) The number, nature and nominal value of shares of any type in any public or private company and its name; and

(ii) other forms of equity, loan accounts, and any other financial interests owned by an individual or held in any other corporate entity and its name.

(b) Income-generating assets:

(i) A description of the income-generating asset;

(ii) the nature of the income; and

(iii) the amount or value of income received.

(c) Trusts:

(i) The name of the trust, trust reference or registration number as provided by the Master of the High Court, and the region where the trust is registered;

(ii) the purpose of the trust, and your interest or role in the trust; and

(iii) the benefits or remuneration received (these include fees charged for services rendered).

(d) Directorships and partnerships:

(i) The name, type and nature of business activity of the corporate entity or partnership; and

(ii) if applicable, the amount of any remuneration received for such directorship or partnership.

(e) Remunerated work outside the Service:

(i) The type of work;

(ii) the name, type and nature of business activity of the employer;

(iii) the amount of the remuneration received for such work; and

(iv) documentary proof of approval for remunerative work must be attached.

(f) Vacancies and retainerships:

- (i) The nature of the consultancy or retainership of any kind;
- (ii) the name, type and nature of business activity of the client concerned; and
- (iii) the value of any benefits received for such consultancy or retainership.

(g) Sponsorships:

- (i) The source and description of direct financial sponsorship or assistance;
- (ii) the relationship between the sponsor and the employee;
- (iii) the relationship between the sponsor and the Service; and
- (iv) the value of the sponsorship or assistance.

(h) Gifts and hospitality from a source, other than a family member:

- (i) A description, value and source of a gift;
- (ii) the relationship between the giver and the employee;
- (iii) the relationship between the giver and the Service; and
- (iv) a description and the value of any hospitality intended as a gift in kind.

(i) Ownership and other interests in immovable property:

- (i) A description and extent of the land or property;
- (ii) the area in which it is situated;
- (iii) the purchase price, date of purchase and the outstanding bond on the property; and
- (iv) the estimated market value of the property.

(j) Vehicles:

- (i) A description (make and model) of the vehicle;
- (ii) the registration number of the vehicle; and
- (iii) the purchase price, date of purchase and the outstanding amount owing on the vehicle.

## 15. CONFIDENTIALITY OF SUBMITTED FORMS AND REGISTER

(1) Subject to subregulation (3), only the following persons have access to a submitted form or the register:

- (a) The Minister for the Public Service and Administration;
- (b) The Minister

- (c) National Commissioner;
  - (d) Commissioners of the Public Service Commission;
  - (e) The Director-General: Office of the Public Service Commission;
  - (f) The Director-General: Public Service and Administration;
  - (g) The relevant designated ethics officer as contemplated in regulation 18; and
  - (h) such other persons designated by the Minister, the National Commissioner for purposes of record keeping and the effective implementation of this Part.
- (2) No person who has access to a submitted form or the register may, except when a court so orders, disclose any information in that form or register to anyone other than-
- (a) a designated employee in respect of his or her submitted form or an entry in the register in respect of that employee; or
  - (b) another person who is permitted access in terms of subregulation (1) or to whom access is granted in accordance with subregulation (3).
- (3) Any person, other than a person contemplated in subregulation (1), may only be given access to a submitted form or the register in terms of section 11 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000).

## 16. CONFLICT OF INTEREST

- (1) In so far as conflict of interest relates to members of the SMS:
- (a) The Public Service Commission shall verify the interests disclosed.
  - (b) If the Public Service Commission is of the opinion that an interest of a designated employee disclosed in terms of regulation 13 conflicts or is likely to conflict with the execution of any official duty of that employee, it shall verify the information regarding that interest and refer the matter back to the Minister.
  - (c) Upon the referral, the Minister shall consult with the employee concerned on appropriate steps to remove the conflict of interest.
  - (d) If the employee, after the consultation referred to in subregulation (1) (c), fails to take the appropriate steps to remove the conflict of interest, the Minister shall instruct the National Commissioner to take disciplinary action against the employee.
  - (e) The Minister shall, within 30 days after such referral, report to the Public Service Commission by-
    - (i) stating whether any steps were taken; and

(ii) if steps were taken, giving a description of those steps or providing reasons if no steps were taken.

(2) In so far as conflict of interest relates to designated employees who are not members of the SMS:

(a) The National Commissioner shall verify the interests disclosed.

(b) If the National Commissioner is of the opinion that an interest of such designated employee disclosed in terms of regulation 13 conflicts or is likely to conflict with the execution of any official duty of that employee, he or she shall consult the employee concerned and, where possible, take appropriate steps to remove the conflict of interest.

(c) If the employee, after the consultation referred to in subregulation (2)(b), fails to take the appropriate steps to remove the conflict of interest, the National Commissioner shall take disciplinary action against the employee.

(d) The National Commissioner shall no later than 31 August of each year report to the Minister on-

(i) the number of cases identified in terms of subregulation (2) (b);

(ii) whether steps were taken, a description of those steps; and

(iii) reasons where no steps have been taken.

### Part 3: Anti-corruption

#### 17. ANTI-CORRUPTION FUNCTION

The National Commissioner must -

(a) analyse the risk of corruption as part of the risk assessment required in terms of the Public Finance Management Act;

(b) develop and implement an anti-corruption plan to -

(i) address the identified corruption risk, either as part of the fraud plan required in terms of the Public Finance Management Act or as a separate plan; and

(ii) establish appropriate anti-corruption measures;

(c) establish a system that encourages and allows employees and citizens to report corruption, and such system must provide for -

(i) confidentiality of reporting; and

(ii) the recording of all allegations of corruption received through the system;

(d) investigate all allegations of corruption and take disciplinary steps against the employee involved;

(e) establish an education and awareness programme that -

(i) informs employees on an ongoing basis of what constitutes corruption;

(ii) promotes the values and principles of public administration and professional conduct; and

(iii) informs employees of their rights and obligations in terms of the Promotion of Access to Information Act, 2000 (Act No 2 of 2000), the Promotion of Administrative Justice Act, 2000 (Act No 3 of 2000) and the Protected Disclosures Act, 2000 (Act No 26 of 2000).

#### 18. DESIGNATION OF ETHICS OFFICER

The National Commissioner must designate or appoint an ethics officer for the Service to -

(a) promote integrity and ethical behaviour in the Service;

(b) advise employees on ethical matters; and

(c) identify and report unethical behaviour and corrupt activities to him or her.

#### 19. REPORTING REQUIREMENTS

The National Commissioner must, at the end of each financial year, in the determined format, submit information on anti-corruption to the Minister for the Public Service and Administration.

### CHAPTER 3 PLANNING AND SERVICE DELIVERY

#### 20. STRATEGIC PLANNING

(1) The Minister must prepare a strategic plan for the Service -

- (a) stating the core objectives of the Service, based on Constitutional and other legislative mandates, functional mandates and the service delivery improvement programme mentioned in regulation 23;
- (b) describing the core and support activities necessary to achieve the core objectives, avoiding duplication of functions;
- (c) describing the targets to be attained in the medium term;
- (d) setting out a programme for attaining those targets;
- (e) specifying information systems that -
  - (i) enable him or her to monitor the progress made towards achieving those goals, targets and core objectives;
  - (ii) support compliance with the reporting requirements in regulation 25 and the National Minimum Information Requirements, referred to in regulation 50;
- (f) including a summary of the outcome of the processes referred to in subregulation (2) in the strategic plan of the Service; and
- (g) complying with the requirements in paragraphs 5.1 and 5.2 of the Treasury Regulations.

(2) Based on the strategic plan of the Service, the National Commissioner must-

- (a) determine the organisational structure of the Service in terms of its core and support functions;
- (b) define the posts necessary to perform the relevant functions while remaining within the current budget and medium-term expenditure framework of the Service, and the posts so defined, constitute the fixed establishment of the Service;
- (c) grade proposed new jobs or newly defined jobs according to the job evaluation system referred to in regulation 29 except where the grade of a job has been determined in terms of an OSD; and
- (d) engage in human resource planning in accordance with regulation 21 with a view to meeting the resulting human resource needs.

(3) In implementing the strategic plan, the National Commissioner must -

- (a) promote the efficient, economic and effective use of resources so as to improve the functioning of the Service; and

(b) to that end, apply working methods such as the re-allocation, simplification, purification and co-ordination of work, and eliminate unnecessary functions.

## 21. HUMAN RESOURCE PLANNING

(1) The National Commissioner must, in preparing a human resources plan for the Service, -

(a) assess the human resources necessary to perform the functions of the Service, with particular reference to -

- (i) the number of employees required;
- (ii) the competencies and proficiency levels that those employees must possess;
- (iii) the capacities (whether permanent or temporary) in which those employees must be appointed;
- (iv) the staffing patterns; and
- (v) the training and development interventions required.

(b) assess existing human resources by race, gender, disability, age and any other relevant criteria as well as by occupational category, organisational component and grade with reference to their-

- (i) competencies and proficiencies;
- (ii) training and development needs; and
- (iii) employment capacities.

(c) identify gaps between what is required under subregulation (1)(a) and (b), and prioritise interventions to address the identified gaps; and

(d) plan within the available budgeted funds, including funds for the remaining period of the relevant medium-term expenditure framework, for the recruitment, retention, deployment and development of human resources according to the requirements of the Service determined in terms of subregulation (1)(a), which plan must, as a minimum, include -

- (i) realistic goals and measurable targets for achieving representativeness, taking into account subregulation (3); and
- (ii) targets for the training and development of employees per occupational category and of specific employees, as well as specific plans to meet the training needs and development of designated groups.

(2) The National Commissioner must monitor and evaluate compliance with subregulation (1) and report to the Minister thereon.

(3) The Minister must report to the Minister for the Public Service and Administration on an annual basis regarding compliance with subregulation (1).

(4) The National Commissioner must develop and implement an affirmative action programme, which must contain, as a minimum, the following:

- (a) a policy statement that sets out the commitment of the Service to affirmative action and how that policy will be implemented;
- (b) numeric and time-bound targets for achieving representativeness;
- (c) annual statistics on the appointment and training within each grade of each occupational category of designated groups; and
- (d) a plan for redressing numeric under-representativeness and supporting the advancement of designated groups.

(5) The National Commissioner must make the outcome of planning referred to in subregulation (1) and the affirmative action programme referred to in subregulation (4) known within the Service.

## 22. HUMAN RESOURCE DEVELOPMENT

(1) The National Commissioner must on an annual basis, submit a human resource development implementation plan for the Service to the Minister.

(2) The Minister must on an annual basis, submit a human resource development implementation plan for the Service to the Minister for the Public Service and Administration.

## 23. SERVICE DELIVERY IMPROVEMENT PROGRAMME

(1) The National Commissioner must establish and maintain a service delivery improvement programme for the Service -

- (a) specifying the main services to be provided to the different types of actual and potential service recipients, as identified by the Service;
- (b) containing consultation arrangements with the actual and potential service recipients of the Service;



(c) with due regard to the means of access of the service user to the services and the barriers to increased access thereof, specifying the mechanisms or strategies to be utilised progressively to remove the barriers to increased access to services;

(d) indicating standards for the main services to be provided;

(e) containing arrangements as to how information about the services of the Service are to be provided; and

(f) stipulating a system or mechanisms for complaints.

(2) The National Commissioner must submit a service delivery improvement plan to the Minister.

(3) The National Commissioner must publish an annual statement which sets out the service standards of the Service that members of the public can expect and which will serve to explain how the Service will meet each of the standards.

## 24. INFORMATION PLANNING AND REPORTING

The National Commissioner must establish -

(a) an information plan for the Service that supports -

(i) the planning process and objectives contemplated in regulation 21; and

(ii) compliance with Chapter 6 of the Public Service Regulations, 2016.

(b) an information infrastructure plan that supports the information plan; and

(c) an operational plan that enables the implementation of the information infrastructure plan and information management.

## 25. INFORMATION IN ANNUAL REPORT

(1) The National Commissioner must include in the annual report of the Service, referred to in section 40(1)(d) of the Public Finance Management Act, such information pertaining to any matter referred to in section 3(1) of the Public Service Act, including, but not limited to, the utilisation of consultants, as the Minister may direct, and in the format that the Minister may direct.

(2) The Minister must immediately after he or she has tabled the annual report in Parliament in terms of section 65(1) of the Public Finance Management Act, submit it to the National Treasury, make it available on the website of the Service and, on request, make it available free of charge to any member of the media or the public.

(3) In this regulation "consultant" means a natural or juristic person or a partnership that provides, in terms of a specific contract, on an ad hoc basis, any of the following professional services to the Service against remuneration received from any source:

- (a) the rendering of expert advice;
- (b) the drafting of proposals for the execution of specific tasks; and
- (c) the executing of a specific task which is of a technical or intellectual nature, but excludes an employee of the Public Service.

## CHAPTER 4 EMPLOYMENT MATTERS

### Part 1: Creation of posts, job descriptions and job evaluation

#### 26. JOB DESCRIPTIONS, JOB TITLES, CORE'S AND OSD'S

(1) The National Commissioner must establish a job description and job title for each post or group of posts, that indicate, with appropriate emphasis on service delivery -

- (a) the main objectives of the post or posts in question; and
- (b) the inherent requirements of the job.

(2) At least once every five years, the National Commissioner must review job descriptions and titles and, where necessary, redefine them to ensure that they remain appropriate and accurate.

(3) The National Commissioner may, from time to time, after consultation with the Minister, establish an OSD for an occupation.

(4) The National Commissioner must, in designing job and career paths linked to the salary scales, from time to time, after consultation with the Minister, determine -

- (a) occupational categories (COREs) for which an OSD has not been determined; and
- (b) an occupational classification system.

(5) The National Commissioner may determine norms and standards on the objectives, contents and requirements of categories of jobs.

(6) The National Commissioner must link all posts in the Service to a relevant CORE and an occupation listed in the occupational classification system, except in the case of posts determined in terms of an OSD, in which case the classification indicated in the OSD, must be utilised.

## 27. CREATION AND FILLING OF POSTS

Before creating a post for any newly defined job, or filling any vacancy, the National Commissioner must-

- (a) confirm that he or she requires the post to meet the objectives of the Service;
- (b) in the case of a new or newly defined job, evaluate the job in terms of the job evaluation system except in the case of jobs determined in terms of an OSD, in which case the classification indicated in the OSD must be utilised;
- (c) in the case of a vacant post, not determined in terms of an OSD, evaluate the job unless the specific job has been evaluated in the last 5 years;
- (d) ensure that sufficient budgeted funds, including funds for the remaining period of the medium-term expenditure framework, are available for filling the post; and
- (e) In the case of SMS members at the level of Major-General and higher, submit a report to the Minister on matters referred to in sub-paragraphs (a) to (d) for the Ministers information and any directions that the Minister may issue.

## 28. PURPOSE OF JOB EVALUATION

To ensure that work of equal value is remunerated equally, the Service must increasingly use job evaluation -

- (a) to assist in achieving cost-effective work organisation; and
- (b) to determine appropriate remuneration.

## 29. JOB EVALUATION SYSTEM

(1) The Minister must determine -

- (a) a job evaluation system or systems that must be utilised in the Service;
- (b) a range of job weights derived from the system or systems for each salary level in a salary scale;
- (c) a job or category of jobs that the National Commissioner must evaluate.

(2) The Minister may -

- (a) review the application of job evaluation in the Service;
- (b) issue directives on the application of job evaluation system or systems;
- (c) evaluate and grade any job; or
- (d) direct the National Commissioner to take measures to enhance the quality of the system, including the re-evaluation of jobs, the restructuring of the component responsible for job evaluation or further training of employees responsible for job evaluation in the Service.

(3) The National Commissioner may evaluate or re-evaluate any job in the Service.

### 30. GRADING OF POSTS AND DETERMINATION OF SALARIES

(1) This regulation does not apply to a post determined in terms of an OSD, unless the OSD determines otherwise.

(2) The National Commissioner must determine the grade of a post to correspond with its job weight except in the case of a post in respect of which the National Commissioner, after consultation with the Minister, determined the grade in terms of regulation 29(2)(c), and set the commencing salary of an employee on the minimum notch of the salary level attached to the relevant grade, unless the salary proves inadequate under the criteria in subregulation (4).

(3) If the National Commissioner plans to evaluate posts or implement job evaluation results that will affect the grading of an occupation or salary level within an occupation that is utilised by more than one department, he or she must do so in consultation with the Minister who must consult the Minister for the Public Service and Administration.

(4) If a job has a weight that applies to more than one salary level, the National Commissioner must determine which of the relevant salary levels to use.

(5) The National Commissioner may set the salary for a post or an employee above the salary level indicated by the job weight, if he or she -

- (a) has evaluated the job, but cannot recruit or retain an employee with the necessary competencies at the salary indicated by the job weight; and

- (b) recorded the reason why the salary indicated by the job weight, was insufficient.

(6) The setting of a higher salary notch, as contemplated in sub-regulation (5) to retain an employee (herein called the “counter offer”) will only take place on the first day of the month following the date of approval, if —

- (a) the employee has received an employment offer (herein called the “external offer”) from any other body or organ of state;
- (b) the Service has verified the validity and content of the external offer;
- (c) the counter offer made is limited to the salary notch closest to the external offer; and
- (d) the counter-offer will not exceed the salary level of the post.

(7) The setting of a higher salary notch, as contemplated in subregulation (5) to recruit an employee may only take place on the first day of the month following the date of approval if —

- (a) the National Commissioner has complied with the process contemplated in sub regulation 45 ;
- (b) the employee occupied an equally graded post immediately before the date of appointment;
- (c) the higher salary will not exceed that of the employee immediately prior to appointment; and
- (d) the higher salary will not exceed the salary level of the post, unless such employee has been awarded a higher salary attached to the grade of the post in terms of any other provision of the Act.

(8) If an employee is awarded a higher salary notch or a higher salary level in terms of sub-regulation (5) to (7), he or she may not be disqualified from progression to a higher notch or grade if he or she meets the requirements for such progression.

(9) If the job weight demonstrates that a filled post is overgraded or undergraded, the National Commissioner must either effect changes to the work organisation or regrade the post according to the job weight and the relevant collective agreements.

(10) The National Commissioner may, increase the salary of a post to a higher salary level in order to accord with the job weight, if -

- (a) the job weight as measured by the job evaluation system indicates that the post was graded incorrectly; and
- (b) the budget of the Service and the medium-term expenditure framework provide sufficient funds.

(11) If the National Commissioner increases the salary of a post as provided under subregulation (10), he or she must transfer the incumbent employee to another post that accords with the salary level of the employee and advertise the vacant post at the higher salary level: Provided that the National

Commissioner may continue to employ the incumbent employee in the higher-graded post without advertising the post if -

- (a) the incumbent already performs the duties of the post;
- (b) the incumbent has received a satisfactory rating in his or her most recent annual moderated and approved performance assessment in the post and where the incumbent has not yet been assessed, his or her performance must first be assessed to determine whether the performance is satisfactory;
- (c) meets the inherent requirements of the post;
- (d) has been in the post for at least twelve calendar months; and
- (e) it will be in the interest of the Service.

(12) If the National Commissioner decides to continue to employ the incumbent employee in the higher-post -

- (a) the absorption of the incumbent employee in the higher-graded post as provided under subregulation (11), must take effect on the first day of the month following the month during which the National Commissioner approved that absorption; and
- (b) the salary of the employee must be adjusted to the minimum notch of the higher salary level with effect from the date referred to in subparagraph (a).

(13) As far as possible, the National Commissioner must set the salary of a permanent or a temporary employee employed in a part-time capacity proportional to the salary of an equally graded full-time employee.

## Part 2: Remuneration and other service benefits

### 31. INFORMATION ON REMUNERATION

(1) The Minister must, at least on an annual basis, issue and publish the salary scale or scales used in the Service.

(2) The National Commissioner must respect the right to privacy of an employee in dealing with personnel matters and the remuneration of an individual employee.

(3) The National Commissioner must provide an employee, in the week before his or her salary pay day, in writing with information mentioning-

- (a) the fact that the employee is employed by the Service;

- (b) the name of the employee;
- (c) the job title of the employee and the occupational category in terms of the CORE;
- (d) the salary notch of the employee;
- (e) any other form of compensation that the Service pays directly to the employee on a monthly basis;
- (f) the period for which payment is made;
- (g) the amount and purpose of any deductions; and
- (h) the actual amount paid to the employee.

### 32. LEAVE

The National Commissioner must -

- (1) (a) encourage an employee to fully utilise his or her annual leave in the leave cycle earned;
  - (b) record all leave taken by an employee accurately and in full; and
  - (c) ensure that an employee does not abuse sick leave.
- (2) The National Commissioner must submit to the Minister, for information purposes, a quarterly report on the annual leave plan for the leave cycle of members at the level of Lieutenant General and higher.
- (3) The National Commissioner must ensure that, in considering any application for leave, the operations of the Service will not be negatively affected by the granting of leave to such member.
- (4) The Minister may request the National Commissioner to provide such information as may be necessary on the management of leave of the members referred to sub-regulation (2) to ensure that the operations of the Service are not negatively affected.

### 33. OVERTIME

- (1) The National Commissioner may compensate an employee for overtime work if -
  - (a) the Service has a written policy on overtime;
  - (b) he or she has provided written authorisation in advance for the work; and

(c) the monthly compensation for overtime constitutes less than 30 percent, or the percentage determined by the National Commissioner, of the monthly salary of the employee, unless exceptional circumstances justifies a higher percentage.

(2) The National Commissioner must establish an overtime policy in accordance with collective agreements, which must determine -

- (a) categories of employees that may not receive compensation for overtime due to the nature of their work and responsibilities;
- (b) the circumstances under which a commander may authorise overtime work for an individual employee;
- (c) if an employee must receive payment or time off as compensation for authorised overtime;
- (d) how much overtime an employee may work in a given period;
- (e) how a commander must record authorisation for overtime; and
- (f) other control measures, if necessary.

### Part 3: Working environment

#### 34. WORKING HOURS

The National Commissioner must determine -

- (a) the work week and daily hours of work for employees; and
- (b) the opening and closing times of places of work under his or her control, taking into account -
  - (i) the needs of the public in the context of the service delivery improvement programme of the Service; and
  - (ii) the needs and circumstances of employees, including family obligations and transport arrangements.

#### 35. WORK OUTSIDE WORKING HOURS

The National Commissioner may, if he or she deems it in the interest of the Service, instruct an employee to perform the functions of the Service outside normal working hours, in order to -



- (a) prevent, combat and investigate crime;
- (b) maintain public order;
- (c) protect and secure the inhabitants of the Republic and their property; and
- (d) uphold and enforce the law.

### 36. HEALTH AND SAFETY

The National Commissioner must establish and maintain a safe and healthy work environment for employees of the Service.

### 37. EMPLOYEE HEALTH AND WELLNESS

The National Commissioner must develop a policy or policies that promote the health and well-being of employees.

### 38. HIV AND AIDS AND OTHER DISEASES

(1) The National Commissioner must, as far as it is reasonable, ensure that the management of HIV and AIDS is mainstreamed for employees to access appropriate services in line with the objects of the Service and manage other diseases, injuries, and conditions of employees to ensure efficient, effective and sustainable delivery of services.

(2) In respect of occupational exposure, the National Commissioner must —

- (a) identify units or employees within the Service that, due to the nature of their work, are at high risk of contracting HIV or any other diseases and take reasonable steps to reduce the risk of occupational exposure to HIV or any other disease;
  - (b) take all reasonable steps to —
    - (i) facilitate timely access to voluntary counselling and testing of an employee who has been exposed to HIV as a result of his or her employment;
    - (ii) prevent HIV or any other diseases in the workplace;
    - (iii) provide access to HIV treatment and sustained health and wellness for employees;
- and

(iv) provide post-exposure prophylaxis in line with prevailing guidelines and protocols for employees who have been exposed as a result of an occupational incident.

(c) if any testing taken in paragraph (b)(i) indicates that an employee has become HIV-positive as a result of the occupational incident, ensure that the employee is assisted to apply for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).

(3) In respect of non-discrimination, the National Commissioner must —

(a) ensure that no employee or prospective employee is unfairly discriminated against on the basis of his or her HIV or health status, or perceived HIV or health status, in any employment policy or practice; and

(b) take appropriate measures to actively promote non-discrimination and all forms of stigmatisation in the workplace and to protect employees living with HIV or other diseases from such discrimination and stigmatisation.

(4) In respect of HIV testing and TB Screening, the National Commissioner must—

(a) take reasonable steps to facilitate development and implementation of regular, free, voluntary, and confidential HIV counselling and testing for employees in the Service;

(b) take all reasonable steps to facilitate TB screening as well as support to complete treatment for eligible employees; and

(c) ensure that no employee or prospective employee of the Service is compelled to take a HIV test unless the Labour Court has declared such testing as justifiable in terms of the Employment Equity Act, 1998 (Act 55 of 1998).

(5) In respect of confidentiality and disclosure, all employees must treat information on an employee's HIV status or any other medical disease or condition as confidential and may not disclose that information to any other person without the employee's written consent.

(6) In respect of a health promotion programme, the National Commissioner must—

(a) introduce appropriate education, awareness and prevention programmes on HIV and AIDS or any other diseases for the employees in the Service and, as far as possible, integrate those programmes with programmes that promote the health, productivity and well-being of employees;

(b) create mechanisms within the workplace to encourage openness, acceptance, care and support for employees with HIV or any other diseases through a comprehensive employee health and wellness programme or health promotion programme for the Service;

- (c) allocate adequate human and financial resources to implement the provisions of this regulation, and, where appropriate, form partnerships with other departments, organisations and individuals who are able to assist with health promotion programmes;
- (d) establish a HIV and AIDS and employee health and wellness committee for the Service with adequate representation and support from all relevant stakeholders, including trade union representatives, to facilitate the effectiveness of the provisions of this regulation; and
- (e) ensure that the health promotion programme includes an effective internal communication strategy.

#### Part 4: Appointments and other employment matters

### 39. GENERAL CONDITIONS FOR APPOINTMENT

#### (1) The National Commissioner -

- (a) may not appoint any person under the age of 18 years;
- (b) must determine the health requirements for incumbency of a post, in any case where it is a requirement of the post;
- (c) must require an employee or a candidate for employment to be subjected to pre-employment checks for suitability or security clearance, as the case may be;
- (d) must ensure that each person, upon appointment, is provided with a letter of appointment, including the terms and conditions of his or her service; and
- (e) may not appoint a temporary employee into a permanent post in the Service without complying with regulations 46 and 47.

#### (2) The National Commissioner may, within the available budget and subject to the job being evaluated in terms of the job evaluation system, employ persons additional to the fixed establishment, where -

- (a) the incumbent of a post is expected to be absent for such a period that his or her duties cannot be performed by other personnel;
- (b) a temporary increase in work occurs;

- (c) it is necessary for any other reason to temporarily increase the staff of the Service ; or
- (d) an employee's post has been abolished and he or she cannot be transferred into another post.

(3) The National Commissioner may appoint a person to a vacant post in the fixed establishment of the Service if -

- (a) sufficient budgeted funds, including funds for the remaining period of the relevant medium-term expenditure framework are available for filling the vacancy; and
- (b) the vacancy has been advertised and the candidate selected in accordance with regulations 46 and 47.

(4) An appointment may only take effect after approval by the National Commissioner except where it is at level of Major-General and higher, the appointment must be made in consultation with the Minister.

#### 40. UTILISATION OF UNPAID VOLUNTEERS

(1) The National Commissioner must determine the rules in accordance with which unpaid volunteers may be utilized by the Service.

(2) The rules determined by the National Commissioner must as a minimum determine -

- (a) the categories of volunteers that may be utilized by the Service and the purposes for which they may be utilized;
- (b) the expenses incurred by a volunteer which will be reimbursed by the Service and the conditions for such reimbursement;
- (c) that a volunteer must, at all times, perform work or duties in the Service under the supervision of an employee;
- (d) the terms and conditions for the utilization of the volunteer; and
- (e) the period of volunteerism per voluntary worker which may not exceed a period of twelve months.

#### 41. RE-APPOINTMENT OF FORMER EMPLOYEES

(1) The National Commissioner may not re-appoint a former employee if -

(a) the former employee left the public service earlier on the condition that he or she would not accept or seek re-appointment; or

(b) the former employee left the public service due to ill health and cannot provide recent and conclusive evidence of recovery.

(2) Notwithstanding subregulation (1), the National Commissioner may appoint a former employee referred to in that regulation if -

(a) the appointment is in the public interest;

(b) the appointment is made in accordance with the recruitment and selection procedures in these Regulations and no other suitable candidate could be recruited;

(c) the appointment is made for a fixed term not exceeding three years, and that term may be extended only once for a further term not exceeding three years; and

(d) the employee has not previously been appointed in terms of this regulation.

(3) Notwithstanding subregulation (2), the National Commissioner may not, without consulting the Minister, re-appoint a former employee if the former employee who left the public service earlier on the conditions referred to in subregulation (1) was a member of the SMS at the level of Major-General and higher.

#### 42. PROHIBITION ON THE APPOINTMENT OF FORMER EMPLOYEES DISMISSED FOR MISCONDUCT

(1) A former employee of the public service or the Service, dismissed from the public service or the Service for any form of misconduct, may only be appointed in the Service if the National Commissioner, after having considered the facts surrounding the dismissal, approves the appointment of such person.

(2) Notwithstanding subregulation (1), the National Commissioner may not, without the consultation with the Minister, appoint a former employee if the former employee who has been dismissed from the public service or the Service for any form of misconduct was a member of the SMS at the level of a Major-General and higher.

#### 43. SECONDMENTS

(1) A secondment in terms of section 39 of the Act may only take place if —

- (a) the employee or person being seconded has the necessary competency;
- (b) the period of secondment does not exceed 12 calendar months, unless the National Commissioner decides otherwise due to operational reasons; and
- (c) an agreement has been concluded between the receiving department, organ of state, other government or any other body and the Service.

(2) The recipient department, organ of state, other government or any other body must bear the inclusive costs of secondment, unless the Service agrees otherwise.

(3) If an employee is seconded upon his or her request, the National Commissioner may bind the employee to continued employment in the Service immediately after the secondment for a period not exceeding the period of the secondment.

#### 44. ACTING IN HIGHER POSTS

(1) The National Commissioner may appoint an employee to act in a higher vacant post: Provided that where the vacant post is that of a Divisional Commissioner or higher, with the exception of the post of the National Commissioner or a Provincial Commissioner, the acting appointment must be done in consultation with the Minister and subject to terms and conditions determined by the Minister.

(2) The National Commissioner may compensate an employee for acting in a higher vacant post in accordance with an agreement reached in the collective bargaining process.

(3) An employee may not act in a higher vacant post for an uninterrupted period exceeding twelve months.

#### 45. DETERMINATION OF REQUIREMENTS FOR EMPLOYMENT

(1) The National Commissioner must determine composite requirements for employment in any post on the basis of the main objectives and inherent requirements of the job.

(2) The National Commissioner must -

- (a) record the inherent requirements of a job;

(b) ensure that the requirements for employment do not unfairly discriminate against any person; and

(c) comply with any statutory requirement for the appointment of employees.

(3) The National Commissioner may not appoint a foreign national, unless he or she has permanent residence in the Republic of South Africa.

#### 46. ADVERTISING

(1) The National Commissioner must ensure that vacant posts in the Service are advertised so as to reach, as efficiently and effectively as possible, the entire pool of potential applicants, especially designated groups.

(2) An advertisement for a post must specify the inherent requirements of the job, the job title and core functions.

(3) The National Commissioner must advertise any vacant post in the SMS nationally, as a minimum, inside the Service, but may also advertise such post simultaneously both inside and outside the Service.

(4) The National Commissioner must advertise any other vacant post as a minimum within the Province or Division concerned, but may also advertise such post -

(a) in the Service as a whole;

(b) elsewhere in the public service; or

(c) outside the public service either nationally or locally.

(5) An advertisement contemplated in sub-regulation (4) may be utilised to create a pool of potential employees for a period of not more than 12 months from the date of advertisement to fill any other vacancy in the Service if—

(a) the job title, core functions, inherent requirements of the job and the salary level of the other vacancy is the same as the post advertised; and

(b) the selection process contemplated in regulation 47 has been complied with.

(6) A funded vacant post must be advertised within six months after becoming vacant and be filled within 12 months after becoming vacant.

(7) If the Service does not comply with subregulation (6), the reasons for the noncompliance must be recorded in writing

(8) The National Commissioner may fill a vacant post without complying with subregulations (3) and (4), if -

- (a) the Service can fill the post from the ranks of supernumerary staff of equal grading;
  - (b) the Service can absorb into the post an employee who was appointed under an affirmative action programme referred to in regulation 21(4), if the employee meets the requirements of the post;
  - (c) the Service plans to fill the post as part of a programme of laterally rotating or transferring employees to enhance organisational effectiveness and skills; or
  - (d) the post is to be filled through a transfer in terms of section 12(3) or 14 of the Public Service Act.
- (9) The National Commissioner may utilise an appropriate employment or recruitment agency to identify candidates for posts, as long as the advertising and selection procedures comply with this regulation and regulation 47.
- (10) An advertisement for a post shall not unfairly discriminate against or prohibit any suitably qualified person or employee from applying.

#### 47. APPOINTMENT AND PROMOTION

For the purposes of this Regulation, the following definition is inserted—

“selected posts of the SMS” means posts in the Service from the level of Major-General to the level of Lieutenant-General (Deputy National Commissioner) and includes the posts of a Lieutenant-General (Divisional Commissioner, excluding a Provincial Commissioner) and Lieutenant-General (Deputy National Commissioner).

- (1) (a) The National Commissioner must, in consultation with the Minister, appoint a selection committee to make recommendations on appointments or promotions to selected posts of the senior management service. A selection committee must consist of persons of a grading equal to or higher than the grading of the post to be filled.
- (b) The selection panel for the post of Major General must consist of at least three members of the South African Police Service at the level of Major General or higher, as well as one delegate from a public service department who must be of a grading equal to or higher than the grading of the post to be filled.
- (c) The selection panel of the post of Lieutenant-General (Divisional Commissioner, but excluding a Provincial Commissioner), as well as Lieutenant-General (Deputy-National Commissioner) must consist of at least three members of the South African Police Service at the level of Lieutenant General or higher, as well as one delegate from a public service department who must be of grading equal to or higher than the grading of the post to be filled.



(d) The chairperson of the selection committee must be appointed by the National Commissioner in consultation with the Minister.

(e) In the event that the head of the component within which the vacant post is located, is graded lower than the vacant post, such a head may be delegated to be a member of the selection committee.

(f) A selection committee must, where reasonably possible, include adequate representation from designated groups.

(g) Employees of a grading which is lower than the grading of the post to be filled may provide secretarial or advisory services during the selection process, but may not form part of the selection committee, except where the selection is done in terms of subregulation (e).

(h) The selection committee must make a recommendation on the suitability of a candidate after considering only -

- (i) information based on valid methods, criteria or instruments for selection that are free from any bias or discrimination;

- (ii) the training, skills, competence and knowledge necessary to meet the inherent requirements of the job;

- (iii) the needs of the Service for developing human resources;

- (iv) the representativeness of the component where the post is located; and

- (v) the affirmative action programme of the Service.

(i) A selection committee must record the reasons for its recommendation with reference to the criteria mentioned in subregulation (h).

(j) The selection committee must submit its report and recommendations to the National Commissioner, and simultaneously submit a copy thereof to the Minister.

(k) Before making a decision on an appointment or promotion, the National Commissioner must do so in consultation with the Minister and after –

- (i) satisfying himself or herself that the candidate qualifies in all respects for the post and that his or her claims in his or her application for the post have been verified;

- (ii) ensuring that the candidate has successfully undergone and passed security vetting; and

- (iii) recording all verifications in writing.

(l) When the National Commissioner does not approve a recommendation of a selection committee, he or she must record the reasons for his or her decision in writing.

(m) The National Commissioner may in consultation with the Minister promote an employee to a vacant post in the fixed establishment of the Service if -

(i) such a vacancy is sufficiently funded; and

(ii) the vacancy has been advertised and the candidate selected in accordance with regulations 46, 47 and these subregulations.

(n) Notwithstanding the provisions of subregulation (m)(ii), the National Commissioner may, upon written motivation and in consultation with the Minister, promote an employee into a post without advertising the post, and without following the selection process, if -

(i) the National Commissioner is satisfied that -

(aa) the employee qualifies in all respects for the post;

(bb) there are exceptional circumstances that warrant the deviation from the said subregulation;

(cc) such deviation is in the interest of Service;

(ii) such promotion has been recommended by the Minister for outstanding performance; and

(iii) the National Commissioner has recorded the reasons for the deviation in writing.

(o) A promotion may not come into effect before the first day of the month following the date on which the National Commissioner approved it.

(p) No employee has any right to a promotion until the promotion has been approved in writing by the National Commissioner.

(2)(a) The National Commissioner must appoint selection committees for posts other than selected members of the senior management service, to make recommendations on appointments or promotions to posts. A selection committee must consist of at least three members of the South African Police Service of a grading equal to or higher than the grading of the post to be filled or suitable persons from outside the Service: Provided that -

(i) the chairperson of the selection committee, who must be an employee, must be of a grading higher than the post to be filled; and

(ii) in the event that the head of the component within which the vacant post is located, is graded lower than the vacant post, such a head may be a member of the selection committee.

(b) A selection committee must, where reasonably possible, include adequate representation from designated groups.

(c) Employees of a grading which is lower than the grading of the post to be filled may provide secretarial or advisory services during the selection process, but may not form part of the selection committee, except where the selection is done in terms of subregulation (a)(ii).

(d) The selection committee must make a recommendation on the suitability of a candidate after considering only -

- (i) information based on valid methods, criteria or instruments for selection that are free from any bias or discrimination;
- (ii) the training, skills, competence and knowledge necessary to meet the inherent requirements of the job;
- (iii) the needs of the Service for developing human resources;
- (iv) the representativeness of the component where the post is located; and
- (v) the affirmative action programme of the Service.

(e) A selection committee must record the reasons for its recommendation with reference to the criteria mentioned in subregulation (d).

(f) When the National Commissioner does not approve a recommendation of a selection committee, he or she must record the reasons for his or her decision in writing.

(g) Before making a decision on an appointment or promotion, the National Commissioner must-

- (i) satisfy himself that the candidate qualifies in all respects for the post and that his or her claims in his or her application for the post have been verified; and
- (ii) record that verification in writing.

(h) The National Commissioner may promote an employee to a vacant post in the fixed establishment of the Service if -

- (i) such a vacancy is sufficiently funded; and
- (ii) the vacancy has been advertised and the candidate selected in accordance with regulations 46, 47 and subregulations (a) to (g).

- (i) A promotion may not come into effect before the first day of the month following the date on which the National Commissioner approved it.
- (j) No employee has any right to a promotion until the promotion has been approved in writing by the National Commissioner.

#### 48. PROBATIONARY PERIOD

- (1) No probationary period may apply to an appointment in a post in or additional to the fixed establishment of the Service for a period less than one year.
- (2) The National Commissioner may require an employee appointed to a new position in or additional to the fixed establishment of the Service for a period exceeding one year, to serve a probationary period of up to 24 months.
- (3) An employee who is seconded for a stated period to a department, any other organ of state, another government or any other body must, if on probation at the time of the secondment, serve the remainder of his or her probation at that department, other organ of state, another government or other body.
- (4) An employee who is transferred to another department, any other organ of state, another government or any other body must, if on probation at the time of the transfer, serve the remainder of his or her probation at that department, other organ of state, another government or other body.
- (5) A commander of a probationer must ensure that -
  - (a) the probationer, at the commencement of the probationary period, knows the performance and other requirements for obtaining confirmation of probation;
  - (b) the probationer, on a quarterly basis, receives written feedback on his or her performance and compliance with other requirements;
  - (c) if necessary, the probationer receives training, counselling or other assistance to meet the requirements for confirmation;
  - (d) the probationer receives written confirmation of appointment at the end of the probationary period, if he or she has been found suitable for the relevant post; and
  - (e) when dismissal as a result of poor performance is considered, the probationer is afforded the opportunity to state his or her case, during which process the probationer may be assisted by a personal representative, including a colleague or a trade union representative.

#### 49. RESIGNATION

- (1) The National Commissioner must determine the manner in which an employee must submit his or her resignation.
- (2) The National Commissioner must conduct an exit interview with an employee who has resigned and record the reasons given by the employee for his or her resignation.
- (3) An employee who has submitted his or her resignation to the National Commissioner, may only withdraw his or her resignation with the written approval of the National Commissioner, which approval will be made no later than his or her last working day.
- (4) The National Commissioner may determine the period of written notice that must be given by an employee who resigns from the Service.
- (5) If notice of resignation is given in terms of sub-regulation (4), the National Commissioner may require the employee to return all official equipment and documents, vacate his or her office and leave the premises of the Service before the expiry of the notice period on a date as determined by the National Commissioner and not to perform any duties for the remaining notice period.
- (6) If the National Commissioner makes a determination in accordance with subregulation (5), the benefits of the employee will remain unaffected.

#### 50. EMPLOYEE RECORDS

The National Commissioner must keep a record of each employee and of each post in the fixed establishment of the Service in accordance with the National Minimum Information Requirements issued by the Minister for the Public Service and Administration.

#### Part 5: Performance management

#### 51. SYSTEMS FOR PERFORMANCE MANAGEMENT AND DEVELOPMENT

- (1) The National Commissioner must determine and implement a system for the performance management and development of employees in the Service.
- (2) Before utilising a performance management and development system referred to in subregulation (1), the National Commissioner must -

- (a) pilot the system on groups of employees in all occupational categories sufficient to enable reasonable validity; and
  - (b) consult with trade unions represented in the Safety and Security Sectoral Bargaining Council.
- (3) The period in respect of which performance is to be assessed (the "performance cycle") may not exceed one year and, for the purposes of planning, pay progression, performance incentives and non-financial awards, must be linked to the period of a financial year.
- (4) For each employee other than an employee in the SMS, the National Commissioner must determine -
- (a) an annual date for written assessment of performance; and
  - (b) a commander responsible for monitoring, supervising and assessing the performance of the employee.
- (5) The commander must -
- (a) as far as possible, meet on a regular basis with the employee to discuss the basic objectives of his or her component and the role of the employee in the success or failure in achieving those objectives;
  - (b) before the performance cycle commences, or within four months after appointment to a post, explain the performance assessment procedure to the employee; and
  - (c) inform the employee of the criteria used for his or her performance assessment.
- (6) The commander must monitor the performance of the employee on a continuous basis and give the employee feedback on his or her performance-
- (a) (i) verbally, if the performance of the employee is satisfactory; and
  - (ii) in writing if the performance of the employee is unsatisfactory.
  - (b) at least twice in the six months preceding the annual formal assessment date of the employee; and
  - (c) in writing, on the annual performance assessment date, using the instrument referred to in regulation 53(1 )(b).

## 52. PERFORMANCE AGREEMENTS

- (1) An employee must enter into a performance agreement or an agreement of similar nature within two months of his or her date of appointment and thereafter within four months of the beginning of each financial year.
- (2) If, during the performance cycle, an employee is appointed to a new position at the same salary level, a new performance agreement or agreement of a similar nature must be entered into for the new position and the performance assessment must take both periods of work in the cycle into consideration.

(3) A performance agreement or an agreement of similar nature must include the following -

- (a) a persal number, job title and post grade as well as a clear description of the employee's job, with emphasis on the main objectives, job purpose and the relevant outputs or key performance areas (generic assessment factors);
- (b) a workplan containing the outputs, activities and resource requirements; and
- (c) a personal development plan (PDP) that identifies the developmental needs of the employee in terms of the job requirements and how the needs will be addressed.

(4) If both the employee and his or her commander cannot sign the performance agreement or an agreement of similar nature due to a dispute relating to the content of the agreement, the National Commissioner must appoint an employee within one month after the expiry of the period stipulated in subregulation (1), to consider the dispute.

(5) The employee appointed in terms of subregulation (4) must within one month of his or her appointment consider the dispute and recommend to the National Commissioner a performance agreement or an agreement of similar nature to be signed.

(6) The employee and his or her commander must sign the recommended performance agreement or an agreement of similar nature within two weeks of receipt thereof.

(7) An employee will not be eligible for performance assessment or qualify for performance incentives and awards if he or she has not signed a performance agreement or an agreement of similar nature.

### 53. PERFORMANCE ASSESSMENT

(1) The National Commissioner -

- (a) may establish separate performance assessment measures for different occupational categories or levels of work;
- (b) must designate a single assessment instrument to assist in deciding on performance incentives, non-financial awards, pay progression and the performance development of an employee.

(2) While conducting formal performance assessments, a rating scale must be utilized that has a mid-point, indicating that the performance of the employee meets the requirements of the job and the standards agreed upon.

(3) The National Commissioner must institute performance moderation measures to ensure reasonability and consistency in the application of the performance management system.

- (4) Assessment must be based only on the information contained in the designated performance assessment instrument, but where an appeal is lodged against an assessment, the information furnished in connection with the appeal, must also be considered.
- (5) The National Commissioner must ensure that performance assessments are finalised within six months after the end of a performance cycle.
- (6) The National Commissioner must ensure that accurate records of all performance assessments and the outcomes thereof are kept.
- (7) An employee acting in a higher position must be assessed at the level of his or her permanent position.
- (8) The incentive of an employee acting in a higher position must be calculated at the level of his or her permanent position, regardless of whether or not an acting allowance was paid.

#### 54. OUTCOME AND COMMUNICATION OF ASSESSMENT RESULTS

- (1) The commander of the employee must in writing inform the employee of the outcome of the assessment and, if the assessment is unsatisfactory, of the reasons for that assessment.
- (2) An employee who is not satisfied with the outcome of his or her assessment, may refuse to sign it.
- (3) The commander of the employee must inform the employee of the appeal procedure to follow if the employee is not satisfied with the outcome of his or her assessment.
- (4) At any appeal against the outcome of his or her assessment, the employee may be assisted by a fellow employee or a representative of a trade union forming part of the Safety and Security Sectoral Bargaining Council.
- (5) The National Commissioner may communicate the performance assessment results of an employee to a person not employed in the Service only if the employee gives his or her written consent.

#### 55. MANAGING UNSATISFACTORY PERFORMANCE

In the case of unsatisfactory performance, the commander must -

- (a) provide systematic remedial or developmental support to assist the employee to improve his or her performance; or
- (b) if the performance is so unsatisfactory as to be poor and the desired improvement cannot be effected, consider to initiate the process to have the employee discharged on account of his or her unfitness or incapacity to carry out his or her duties.



## 56. PERFORMANCE INCENTIVE AND AWARD SCHEME

(1) The National Commissioner must establish a performance incentive and award scheme for employees or any category of employees of the Service and from time to time determine a percentage of the remuneration budget of the Service that may not be exceeded for the purpose of granting performance incentives.

(2) To establish a performance incentive and award scheme for employees, the National Commissioner must -

- (a) in writing determine the nature, rules and control measures of the scheme;
- (b) communicate the nature and rules of the scheme to all employees;
- (c) ensure that employees who implement the quality and quantity control measures of the scheme, are not entrusted with the implementation of that scheme in relation to themselves; and
- (d) include provisions for the introduction of non-financial incentives if deemed appropriate.

## 57. SUGGESTIONS, IMPROVEMENTS AND INNOVATIONS

(1) If an employee makes a suggestion, improvement or innovation of exceptional value to the Service or the public service as a whole, the State shall have the right to make use of any such suggestion, improvement or innovation without the employee being entitled to any compensation for such suggestion, improvement or innovation.

(2) If an employee makes a suggestion, improvement or innovation of exceptional value to the Service or the public service as a whole or has exceptional ability, a special qualification or has rendered meritorious service to the Service or the public service as a whole the National Commissioner may, reward the employee through -

- (a) a non-monetary reward;
- (b) a non-pensionable cash award to be determined by the National Commissioner; or
- (c) such a non-monetary reward and a cash award.

## Part 6: Training

## 58. INSTITUTIONAL ARRANGEMENTS REGARDING TRAINING, EDUCATION AND DEVELOPMENT

- (1) The National Commissioner must oversee and ensure the participation of the Service in any institution aimed at promoting training in the public service.
- (2) The National Commissioner must, where appropriate, ensure that any institution responsible for training in the Service gains accreditation from the South African Qualifications Authority in accordance with the South African Qualifications Authority Act, 1995 (Act No 58 of 1995).
- (3) The National Commissioner must ensure that funds are available for the training and development of employees.
- (4) A commander must provide training and development opportunities for employees under his or her command in accordance with the training plan of the Service.
- (5) A member of the SMS must avail himself or herself to train employees in the Service or to present training.
- (6) A training institution offering any training directed by the National Commissioner must issue certificates upon the successful completion thereof.

#### 59. OCCUPATIONAL SPECIFIC COMPETENCIES AND TRAINING

The National Commissioner must determine the required competencies and training for various occupational categories or specific employees in the Service.

#### 60. TRAINING ASSISTANCE

- (1) If it will contribute to the performance of the work of the Service, the National Commissioner may grant any financial or other assistance for any study, training or research where -
  - (a) he or she has requested an employee to undertake such study, training or research; or
  - (b) the employee has requested such assistance.
- (2) The National Commissioner may grant any financial or other assistance for part-time or full-time activities at either local or international institutions. He or she may also grant assistance for studies and training through training interventions, such as short courses, congresses, symposia, seminars, conferences, workshops, lectures and study tours.
- (3) The National Commissioner may -
  - (a) grant bursaries for higher education and training to both serving and prospective employees, but may allocate bursaries for general education and further education and training only to serving employees; and

- (b) not require contractual service in recompense for assistance received where an employee receives assistance for general education or further education and training.
- (4) The National Commissioner may defray any expenses associated with study, research or training, but need not cover the full expenses.
- (5) A serving employee must retain his or her salary, which shall count as part of the financial assistance from the Service, during any study, research or training.
- (6) Subject to the Treasury Regulations, the National Commissioner may waive the whole or any part of study debts.
- (7) Where the National Commissioner provides a bursary for higher education to an employee or prospective employee -
- (a) the bursary holder must enter into a contract with the Service in terms of which he or she -
    - (i) in the case of a bursary holder who undertakes full-time study, will redeem the bursary by serving the Service on the basis of one year for each year of study, or any part thereof; or
    - (ii) in the case of a bursary holder who undertakes part-time study will redeem the bursary by serving the Service for at least one year after attaining the relevant qualification; and
  - (b) a bursary holder who undertakes full-time study, must commence serving the Service after he or she has met all the requirements for the attainment of the relevant qualification.
- (8) An employee who fails to complete the relevant qualification must redeem any obligation in terms of the contract either through service or repayment of the bursary amount plus interest at a rate determined by the Minister of Finance in terms of section 80(1)(b) of the Public Finance Management Act.
- (9) In the case of an employee who studies or undergoes training for short periods, the National Commissioner may, as a precondition for providing assistance, require the employee to enter into a contract with the Service in terms of which he or she will serve the Service for a commensurable period.
- (10) For the purpose of this regulation -
- "further education and training" means further education and training as defined in section 1 of the Further Education and Training Act, 2006 (Act No 16 of 2006);
- "general education" means the compulsory school attendance phase as referred to in section 3 of the South African Schools Act, 1996 (Act No 84 of 1996); and
- "higher education" means higher education as defined in section 1 of the Higher Education Act, 1997 (Act No 101 of 1997).

#### Part 7: Labour matters

## 61. MANDATING AND MANAGEMENT OF NEGOTIATIONS

(1) The Minister may enter into an agreement on a matter of mutual interest only if he or she -

- (a) is responsible for managing collective bargaining on behalf of the State as employer in that forum;
- (b) has authority to deal with the matter concerned; and
- (c) meets the fiscal requirements contained in regulation 62.

(2) Collective bargaining shall be regulated by the Labour Relations Act.

(3) On matters specific to the Service, the Minister must manage bargaining in the Safety and Security Sectoral Bargaining Council.

(4) The Minister must provide the Minister for the Public Service and Administration with a copy of any collective agreement concluded in the Safety and Security Sectoral Bargaining Council.

## 62. MATTERS WITH FISCAL IMPLICATIONS

Subject to regulation 61, the Minister may enter into a collective agreement in the Safety and Security Sectoral Bargaining Council on any matter that has financial implications only if -

- (a) he or she has a realistic calculation of the costs involved in both the current and the subsequent fiscal year;
- (b) the agreement does not conflict with the Treasury Regulations; and
- (c) he or she can cover the cost -
  - (i) from his or her departmental budget;
  - (ii) on the basis of a written commitment from the Treasury to provide additional funds; or
  - (iii) from the budgets of other departments or agencies with their written agreement and Treasury approval.

## CHAPTER 5 SENIOR MANAGEMENT SERVICE (SMS)

## 63. ESTABLISHMENT OF SMS

- (1) The National Commissioner must create an appropriate number of posts at senior management level, and if the posts to be created are at the level of Major-General and higher, the National Commissioner must consult with the Minister.
- (2) The persons occupying SMS posts must be managed as a public service-wide pool of scarce resources to be utilised in the best interest of the Service.
- (3) The conditions of service of the persons occupying SMS posts must accord with their positions as high-level managers or specialists, while employment practices must be fair and take into account the need to redress the imbalances of the past.

#### 64. COMPOSITION OF SMS AND GRADING OF POSTS

- (1) The number of members of the SMS and their functions must be determined by the National Commissioner through the processes of planning and work organisation.
- (2) The grading of SMS posts must be determined through the job evaluation system determined by the National Commissioner.

#### 65. FLEXIBLE EMPLOYMENT PRACTICES WITHIN A FRAMEWORK OF UNIFORM NORMS AND STANDARDS

- (1) Subject to regulation 47, the National Commissioner must appoint members of the SMS.
- (2) The National Commissioner must utilize members of the SMS within a framework of uniform norms and standards.
- (3) The Act, these Regulations and the directives issued and determinations made by the Minister, constitute the framework of uniform norms and standards applicable to members of the SMS.
- (4) These Regulations apply to members of the SMS, unless otherwise indicated. If any conflict arises between a provision of this Chapter and a provision of any other Chapter of these Regulations, the provisions of this Chapter shall prevail.

#### 66. HANDBOOK FOR SMS

The Minister may include any or all of the determinations, directives, guidelines and provisions applicable to the SMS in a Handbook for the SMS.

#### 67. ADVERTISING OF POSTS AND EMPLOYMENT EQUITY

The National Commissioner may issue directives on how SMS posts are to be advertised and the application forms to be utilised and targets to be achieved in promoting a SMS that is broadly representative of the South African people, including representation according to race, gender and disability.

#### 68. COMPETENCY-BASED SELECTION

The National Commissioner may in consultation with the Minister issue directives on the desired managerial and leadership competencies of members of the SMS and the selection processes for the filling of SMS posts.

#### 69. NURTURING OF TALENT TO SUSTAIN SMS

The National Commissioner may introduce programmes to identify and nurture talented individuals for possible appointment to SMS posts.

#### 70. EMPLOYMENT CONTRACTS

(1) A person newly appointed to the SMS, other than the National Commissioner, must, within two months of his or her date of appointment conclude a contract of employment, which must be based on the provisions of the contracts set out in Annexure 2 or 3.

(2) The National Commissioner, must, as soon as reasonably possible after his or her date of appointment, conclude a contract of employment which must be based on the provisions of the contract set out in Annexure 1.

#### 71. PERFORMANCE MANAGEMENT AND DEVELOPMENT

(1) Any person appointed to a post in the SMS must enter into a performance agreement within two months of his or her date of appointment and thereafter within four months of the beginning of each financial year.

(2) The National Commissioner must, as soon as reasonably possible after his or her date of appointment and at the beginning of each financial year, enter into a performance agreement.

(3) Such performance agreement must -

- (a) assist the member of the SMS to define his or her key responsibilities and priorities;
- (b) encourage improved communication between that member and the person he or she reports to; and
- (c) enable the person that member reports to, to assess his or her work and provide appropriate support.

## 72. DETERMINATION OF CONDITIONS OF SERVICE

(1) The Minister must annually make determinations regarding the conditions of service of members of the SMS.

(2) Any determination made by the Minister in regard to the conditions of service of members of the SMS, must take into account the advice of the panel established in terms of regulation 73.

## 73. PANEL FOR REVIEW OF CONDITIONS OF SERVICE OF MEMBERS OF SMS

(1) Establishment of Panel

(a) The Minister must once every three years appoint a panel to inquire into conditions of service of members of the SMS and to advise him or her accordingly.

(b) The Minister must announce the names of the members of the panel, their terms of reference and terms of office by a notice in the Gazette.

(2) Constitution of Panel

(a) The panel must consist of such number of persons as determined by the Minister.

(b) Persons must be appointed to the panel on the basis of their knowledge of, or a vested interest in, matters relating to the functions of the panel.

(c) A member of the panel must serve in a part-time capacity.

(d) The Minister must designate one member as chairperson and another as deputy chairperson of the panel.

(e) If the chairperson is absent or for any reason is unable to act as chairperson, the deputy chairperson must act as the chairperson of the panel.

(3) Remuneration of members

Members of the panel who are appointed on the basis of their knowledge of matters relating to the functions of the panel must be remunerated on the basis of and according to the scales approved by the National Treasury.

(4) Meetings of Panel

(a) The panel must meet at a time and place determined by the chairperson of the panel.

(b) The decision of a majority of members of the panel present at a meeting of the panel, constitutes a decision of the panel, and, in the event of an equality of votes on any matter, the person presiding at the meeting concerned has a casting vote in addition to that person's deliberative vote.

(5) Administration of Panel

The National Commissioner must designate such employees of the Service as may be necessary to perform the work incidental to the functions of the panel.

#### 74. DEPLOYMENT OF MEMBERS OF SMS

(1) The Minister may, on his or her own initiative, facilitate -

(a) the transfer of a member of the SMS from one post or position to another post or position;

(b) the transfer of a member of the SMS from one department to another department in accordance with section 14 of the Public Service Act; or

(c) the secondment of a member of the SMS in accordance with section 39 of the Act.

(2) A vacant post in the SMS that is to be filled through a transfer as contemplated in subparagraphs (1)(a) or (b), need not be advertised in terms of regulation 67.

(3) The personal circumstances of a member of the SMS must be taken into account before she or he is transferred or seconded in terms of paragraph (1).



## 75. TRAINING AND DEVELOPMENT PRINCIPLES

The National Commissioner must oversee the development of programmes to equip members of the SMS for their responsibilities. The programmes to be developed must be based on the competencies required of members of the SMS in terms of both their current and future responsibilities.

## 76. STANDARD TRAINING PROGRAMMES

The National Commissioner must -

- (a) identify the generic managerial and leadership training needs of members of the SMS;
- (b) arrange that standard courses and programmes be developed on the basis of those training needs; and
- (c) continuously evaluate those courses and programmes with due regard to their relevance and value for money.

## 77. ETHICS AND CONDUCT

(1) Members of the SMS must -

- (a) display the highest possible standards of ethical conduct;
- (b) set an example to their subordinates and maintain high levels of professionalism and integrity in their interaction with political office-bearers and the public;
- (c) ensure that they minimise conflicts of interest and that they put the public interest first in the performance of their functions; and
- (d) avoid any conflict of interest that may arise in representing the interests of the Service and being a member of a trade union, as defined in section 213 of the Labour Relations Act.

(2) The Minister may, after consultation with the Public Service Commission, make determinations to promote ethical conduct amongst members of the SMS and to supplement the South African Police Service Code of Conduct Regulations and the Financial Disclosure Framework contained in Chapter 2.

(3) The Minister may provide such guidance and assistance to members of the SMS as he or she may deem necessary to minimize conflicts of interest and to promote professional conduct.

#### 78. EMPLOYER-EMPLOYEE RELATIONS

Employer-employee relations for the SMS must aim to protect the rights and interests of its members in a manner appropriate to their positions as high-level employees.

#### 79. MISCONDUCT AND INCAPACITY

The Minister may, subject to the Labour Relations Act, issue directives to establish misconduct and incapacity procedures for members of the SMS.

#### 80. EXIT MANAGEMENT

(1) The termination of service of members of the SMS must be done in a manner that is fair to the individuals concerned and takes into account the public interests.

(2) The Minister may issue directives and provide guidelines on the procedures to be followed and benefits to be paid when terminating the services of members of the SMS.

### CHAPTER 6

#### REPEAL AND TRANSITIONAL ARRANGEMENTS

#### 81. REPEAL OF REGULATIONS

(1) The South African Police Service Employment Regulations, 2017 (published in Government Notice No R1138 on 27 October 2017), are hereby repealed.

(2) Anything done under the South African Police Service Employment Regulations, 2017, which could be done under a provision of these Regulations, shall be deemed to have been done under these Regulations.

(3) Any process, provided for in the South African Police Service Employment Regulations, 2017 (published by Government Notice No R1138 on 27 October 2017), that was initiated prior to the coming into operation of these Regulations but was not yet completed at the time of the coming into operation of these Regulations, shall be processed and finalized in terms of these Regulations.

## 82. TRANSITIONAL ARRANGEMENTS

Notwithstanding the provisions of regulation 39, all vacancies advertised before the coming into operation of these Regulations in respect of posts to be filled on or after that date, shall be filled in accordance with the provisions, prescripts and requirements applicable and in force immediately before that date.

## 83. SHORT TITLE AND COMMENCEMENT

These Regulations shall be called the South African Police Service Employment Regulations, 2018, and shall come into operation on the date of publication thereof in the Gazette.

## ANNEXURE 1

## EMPLOYMENT CONTRACT FOR THE NATIONAL COMMISSIONER

EMPLOYMENT CONTRACT FOR THE NATIONAL COMMISSIONER OF THE SOUTH AFRICAN POLICE SERVICE  
ENTERED INTO

by and between the

GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

herein represented by

\_\_\_\_\_ (full name)

in his or her capacity as

PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA

(hereinafter referred to as the Employer)

AND

\_\_\_\_\_ (full name)

(hereinafter referred to as the Employee)

WHEREAS the parties have agreed to enter into a Contract which will govern the terms and conditions of employment of the Employee by the Employer, NOW THEREFORE the parties agree as follows:

## 1. Appointment

1.1 In terms of section 207 of the Constitution, the Employer hereby appoints the Employee as National Commissioner of the South African Police Service and the Employee hereby accepts the appointment.

1.2 This Contract shall be in force for the period commencing on the \_\_\_\_\_ day of \_\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_ and is entered into in terms of section 7 of the South African Police Service Act, 1995 (Act No 68 of 1995), hereinafter referred to as "the Act".

1.3 During the period of this Contract, the Employee shall -

1.3.1 serve the Employer as National Commissioner of the South African Police Service at such place as may from time to time be directed by the Employer;

1.3.2 be responsible for the efficient management and administration of the South African Police Service (hereinafter referred to as the Service) as contemplated in section 207(2) of the Constitution, the Act, section 7(3)(b) read with section 7(4) of the Public Service Act, 1994 (Proclamation No 103 of 1994) and as set out in the performance agreement referred to in clause 6.1; and

1.3.3 be responsible for exercising the powers and performing the functions specifically entrusted to the office of the National Commissioner of the South African Police Service, in particular as set out in the Constitution, the Act or any other law.

1.4 The employment of the Employee is subject to -

(a) the submission by the Employee of certificates of his or her academic and professional qualifications and service certificates; and

(b) a security clearance of top secret being obtained.

## 2. Remuneration

2.1 The remuneration that the Employee shall receive as from the date of assuming duty as stated in clause 1, shall be as agreed from time to time in writing between the parties.

2.2 The salary and benefits will be payable in twelve (12) equal monthly instalments.

2.3 The general conditions of service and benefits of the Employee shall be as stipulated and provided for by the Act and these Regulations. The parties to this Contract accept that the general conditions of service

and benefits may be changed from time to time by means of collective agreements or by determinations and directives by the Minister of Police.

2.4 Subject to section 7(4)(b) of the Public Service Act, 1994, the Employee will also qualify for participation in other benefits and special privileges normally bestowed upon a Head of Department as set out in this Contract or other applicable prescripts.

2.5 When required from the Employee to perform official duties away from his or her headquarters, the Employee shall travel at the expense of the Employer and shall be paid a subsistence and travelling allowance as may from time to time be determined.

### 3. Termination of employment

3.1 The term of office of the Employee may be terminated as provided for in the Act.

3.2 Pension and other payable benefits are directly linked to the specific section of the Act which is utilised, as regulated by the Government Employees Pension Law, 1996 (Proclamation No 21 of 1996), the regulations promulgated thereunder as applicable to a Head of Department and these Regulations.

3.3 Subject to the provisions of the Act, either party may, after consultation and agreement with the other party, terminate this Contract before the expiry of its term or an extended term by giving to the other party three months' notice of termination, which notice shall be given in writing on or before the last day of a month and take effect on the first day of the succeeding month.

3.4 Should notice of termination be given as contemplated in clause 3.3, the Employer has the right to require the Employee to vacate the office occupied by him or her and to leave the premises of the Department on a day stipulated by the Employer before the expiry of the three months' notice period and not to present himself or herself for duty any time thereafter.

3.5 Should the Employer invoke the provisions of clause 3.4, the Employee will still be entitled to all such benefits as contained in the relevant prescripts.

### 4. Renewal and extension of term of office

4.1 The Employer shall, in writing, inform the Employee at least two calendar months prior to the expiry of the term contemplated in clause 1 (above) whether he or she proposes to retain such an Employee in service for any extended period not exceeding 5 years (60 calendar months). If the Employee is so

informed, he or she shall in writing inform the Employer, within one calendar month from the date of that communication, of his or her acceptance or not of such extended employment.

4.2 In the event that agreement is reached that the Employee shall enter into a further contract on termination or completion of this Contract, the continued service of the Employee will be recognised under the new contract so as to avoid any break of service and any accrued or pro rata entitlement will be carried forward into the new contract.

4.3 Should the Employer not renew the contract period beyond the initial period as stated in clause 1 (above), the Employee shall be entitled to the pension and other benefits directly linked to the specific section of the Act in terms of which his or her services are terminated.

## 5. Conduct

### 5.1 The Employee undertakes -

5.1.1 not to, without the applicable consent and during his or her employment or at any time thereafter, disclose any record, as defined in section 1 of the Promotion of Access to Information Act, 2000 (Act No 2 of 2000), that must or may be refused upon a request for access to a record of a public body in terms of that Act;

5.1.2 not to, during his or her employment or at any time thereafter, use any record so defined and obtained as a result of his or her employment, to the detriment of the State, except if it is used in the exercise or protection of any right, or legitimate expectation, conferred by law;

5.1.3 if so requested by the Employer during his or her employment or on the termination of his or her employment, to submit to the Employer any record so defined and in the Employee's possession as a result of his or her employment and not to retain any copies of or extracts from such record, except with consent of the Employer; and

5.1.4 to comply with the prescribed Code of Conduct.

### 5.2 The Employee -

5.2.1 acknowledges that he or she fully understands the implications of this clause;

5.2.2 agrees that this clause is, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the interests of the Employer and that if he or she should at any time dispute the reasonableness of this clause, the onus of proving such unreasonableness will be upon him or her; and

5.2.3 acknowledges that he or she enters into this Contract freely and voluntarily and that no circumstances exist for him or her to allege, either now or at any future time, that he or she was at a disadvantage in agreeing to the restraints set out in this clause or was other than in an equal bargaining position with the Employer in agreeing to such restraints.

## 6. Additional terms and conditions

The Employer and the Employee hereby agree to the following additional terms and conditions as contemplated in section 12(4) of the Public Service Act, 1994 (delete if not applicable):

6.1 The Employee shall enter into an annual performance agreement with the Minister, linked to a specific financial year, which shall include at least the following:

6.1.1 Salary increases will be based on the performance of the Employee. Performance will be assessed in accordance with his or her responsibilities and key performance areas contained in his or her performance agreement and the extent to which the Employee complied therewith. Salary increases for the Employee will be based on individual consultation. The Employee and the Employer must consult annually regarding his or her salary increase and cash bonus within the restrictions of the budget based on the performance of the Employee. In consulting on the salary increase and cash bonus of the Employee, the guidelines forwarded by the Minister for the Public Service and Administration should always be borne in mind.

6.1.2 An annual performance agreement provided for in terms of clause 6.1 linked to a specific financial year, stating clear performance areas/criteria/deliverables of the Department and the Employee must be entered into for the duration of this Contract. As performance agreements are linked to financial years, it should be entered into and presented to the Employer at the latest on 30 April every year for the duration of this Contract. The Employee should enter into his or her first performance agreement not later than three months after assumption of duty.

6.1.3 The performance agreement shall be revised if, at any time during its term, the work or environment of the Department or the Service is so altered (whether as a result of Government or management decision or otherwise) that the contents of it are no longer appropriate.

6.1.4 This Contract is directly linked to the performance agreement referred to in clause 6.1. In the event that the Employee does not achieve the objectives/milestones of the Department as set out in the performance agreement, the Employee acknowledges that the Employer may deal with him or her, in accordance with the relevant labour legislation and any other directives issued by the Minister.

## 7. General

### 7.1 Good faith



In the implementation of this Contract, the parties undertake to observe the utmost good faith and they warrant in their dealing with each other that they will neither do nor refrain from doing anything which might prejudice or detract from the rights, assets or interests of the other of them.

## 7.2 Applicability of the Act and the Public Service Act

Any matters arising from this Contract, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Public Service Act, 1994, regulations issued under these Act, and any other legal provisions applicable to the Employee.

## 7.3 Interpretation of this Contract

The interpretation of this Contract shall be governed by the laws and legal principles applicable in the Republic of South Africa.

## 7.4 Jurisdiction of courts

The Employee submits to the jurisdiction of the Courts of the Republic of South Africa in the event of any legal proceedings arising from the provisions of this Contract.

## 7.5 Variation

7.5.1 This Contract constitutes the whole of the agreement between the parties to this Contract relating to the subject matter of this Contract, and save as otherwise provided, no amendment, alteration, addition or variation of any term of this Contract will be of any force or effect unless reduced to writing and signed by the parties to this Contract.

7.5.2 The parties agree that there are no other conditions, warranties or representations, whether oral or in writing and whether express or implied or otherwise, save those contained in this Contract, the Act, the Public Service Act, 1994, regulations issued under these Acts, collective agreements and other relevant legislation (e.g. Government Employees Pension Law, 1996).

## 7.6 Waiver

No waiver of any of the terms and conditions of this Contract will be binding for any purpose unless reduced to writing and signed by the parties to this Contract, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege by that party.

## 8. Notice and Domicilium

8.1 The parties choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Contract, the following addresses:

Employer Employee

Physical address Postal address Fax Number

Provided that a party report any change to his or her address to any other physical address or postal address by written notice to the other party to that effect. Such change of address will be effective seven days after receipt of notice of the change of address.

8.2 All notices to be given in terms of this Contract will -

8.2.1 be given in writing; or

8.2.2 be delivered or sent by prepaid registered post or by fax; and

8.2.3 if delivered, be presumed to have been received on the date of delivery; or

8.2.4 if sent by prepaid registered post, be presumed to have been received within three working days of posting unless the contrary is proved; or

8.2.5 if sent by fax, be presumed to have been received on the first working day following the date of sending of the fax unless the contrary is proved.

## ANNEXURE 2

PERMANENT EMPLOYMENT CONTRACT FOR MEMBERS OF THE SENIOR MANAGEMENT SERVICE

PERMANENT EMPLOYMENT CONTRACT FOR THE SENIOR MANAGEMENT SERVICE OF THE SOUTH AFRICAN POLICE SERVICE

ENTERED INTO

by and between the

GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

herein represented by

\_\_\_\_\_ (full name)

in his or her capacity as

(hereinafter referred to as the Employer)

AND

\_\_\_\_\_ (full name)

(hereinafter referred to as the Employee)

WHEREAS the parties have agreed to enter into a Contract which will govern the terms and conditions of employment of the Employee by the Employer,

NOW THEREFORE the parties agree as follows:

## 1. Appointment

1.1 The Employer hereby appoints the Employee on a permanent basis in accordance with regulation 70 of the South African Police Service Employment Regulations, 2018 (hereinafter referred to as the Regulations) as \_\_\_\_\_. The Employee agrees and accepts the appointment as a member of the SMS commencing on the \_\_\_\_\_ day of \_\_\_\_\_. The Employee's employment and conditions of service shall be governed by the South African Police Service Act, 1995 (Act No 68 of 1995) (hereinafter referred to as the Act), the Regulations, any relevant collective agreements or other legal provisions applicable to the Employee.

### 1.2 In terms of this Contract -

1.2.1 the Employee shall serve the Employer as \_\_\_\_\_ in the South African Police Service (hereinafter referred to the Service) at \_\_\_\_\_ or at such other place as may from time to time be determined by the Employer or any/or other person duly authorised thereto in this respect;

1.2.2 the Employee will hold the rank of \_\_\_\_\_ and will be responsible for the duties and functions set out in the Performance Agreement referred to in clause 5;

1.2.3 the employment of the Employee is subject to -

(a) the submission by the Employee of certificates of his or her academic and professional qualifications and service certificates; and

(b) a security clearance of (state confidential, secret or top secret) being obtained.

1.2.4 the Employee may be required to perform other duties or to work at other places that may reasonably be required by the Employer; and

1.2.5 any matter arising, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Regulations, relevant collective agreements and any other legal provisions applicable to the Employee.

## 2. Remuneration

2.1 The remuneration that the Employee shall receive as from the date of assuming duty as stated in clause 1, shall be as agreed from time to time in writing between the parties.

2.2 The salary and benefits will be payable in 12 equal monthly instalments.

2.3 The general conditions of service and benefits of the Employee shall be as stipulated and provided for by the Act and the Regulations. The parties to this Contract accept that the general conditions of service and benefits may be changed from time to time by means of relevant collective agreements determinations and directives by the Minister of Police.

2.4 When required from the Employee to perform official duties away from his or her headquarters, the Employee shall travel at the Employer's expense and shall be paid a subsistence and travelling allowance as may from time to time be determined.

## 3. Termination of employment

3.1 This Contract may be terminated under the following circumstances;

3.1.1 on reaching the prescribed retirement age (section 45(1)(a) of the Act);

3.1.2 premature retirement upon own request by the Employee (section 45(2) of the Act);

3.1.3 discharge in terms of section 35 of the Act;

3.1.4 voluntary resignation; or

3.1.5 death.

3.2 Pension and other payable benefits are directly linked to the specific section of the Act which is utilised, as regulated by the Government Employees Pension Fund Law, 1996, the regulations promulgated thereunder, as applicable to members of the SMS, and these Regulations.

3.3 Should notice of termination be given in cases contemplated in clause 3.1.3, the Employer has the right to require the Employee to vacate the office occupied by him or her and to leave the premises of the Service before the expiry of the notice period on a day stipulated by the Employer and not to present himself or herself for duty any time thereafter.

3.4 Should the Employer invoke the provisions of clause 3.3, the Employee will still be entitled to all such benefits as contained in the relevant prescripts.

3.5 In the case of inefficiency and misconduct, the Employer may deal with the Employee in accordance with the relevant legislation.

#### 4. Conduct

##### 4.1 The Employee undertakes -

4.1.1 not to, without the applicable consent and during his or her employment or at any time thereafter, disclose any record, as defined in section 1 of the Promotion of Access to Information Act, 2000 (Act No 2 of 2000), that must or may be refused upon a request for access to a record of a public body in terms of that Act;

4.1.2 not to, during his or her employment or at any time thereafter, use any record so defined and obtained as a result of his or her employment, to the detriment of the State, except if it is used in the exercise or protection of any right, or legitimate expectation, conferred by law;

4.1.3 if so requested by the Employer during his or her employment or on the termination of his or her employment, to submit to the Employer any record so defined and in the Employee's possession as a result of his or her employment and not to retain any copies of or extracts from such record, except with consent of the Employer; and

4.1.4 to comply with the prescribed Code of Conduct.

##### 4.2 The Employee -

4.2.1 acknowledges that he or she fully understands the implications of this clause;

4.2.2 agrees that this clause is, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the interests of the Employer and that if he or she should at any time dispute the reasonableness of this clause, the onus of proving such unreasonableness will be upon him or her; and

4.2.3 acknowledges that he or she enters into this Contract freely and voluntarily and that no circumstances exist for him or her to allege, either now or at any future time, that he or she was at a disadvantage in agreeing to the restraints set out in this clause or was other than in an equal bargaining position with the Employer in agreeing to such restraints.

#### 5. Additional terms and conditions

5.1 The Employee shall enter into an annual performance agreement with the Employer, linked to a specific financial year, which shall include at least the following:

5.1.1 Salary increases will be based on the performance of the Employee. Performance will be assessed in accordance with his or her responsibilities and key performance areas contained in his or her performance agreement and the extent to which the Employee complied therewith, as well as any directives which the Minister of Police may issue. Salary increases for the Employee will be based on individual consultation. The Employee and the Employer must consult annually regarding his or her salary increase and cash bonus within the restrictions of the budget based on the performance of the Employee. The salary increase and cash bonus of the Employee, shall be based on determinations, directives and guidelines issued by the Minister of Police,

5.1.2 An annual performance agreement provided for in terms of clause 5.1 linked to a specific financial year, stating clear performance areas/criteria/deliverables of the Service and the Employee must be entered into. As performance agreements are linked to financial years, it should be entered into at the latest on 30 April every year. The Employee should enter into his or her first performance agreement not later than two months after assumption of duty.

5.1.3 The performance agreement shall be revised if, at any time during the period of its duration, the work or environment of the Service (unit, directorate, branch, component, etc.) is so altered (whether as a result of Government or management decision or otherwise) that the contents of it are no longer appropriate.

5.1.4 This Contract is directly linked to the performance agreement referred to in clause 5.1. In the event that the Employee does not perform satisfactorily in relation to the requirements of his or her performance agreement, the Employee acknowledges that the Employer may deal with him or her, in accordance with the procedure contained in the relevant legislation and any other directives issued by the Minister.

## 6. General

### 6.1 Good faith

In the implementation of this Contract, the parties undertake to observe the utmost good faith and they warrant in their dealing with each other that they will neither do anything nor refrain from doing anything that might prejudice or detract from the rights, assets or interests of each other.



## 6.2 Applicability of the Act

Any matters arising from this Contract, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Regulations, relevant collective agreements and other relevant legislation.

## 6.3 Interpretation of this Contract

The interpretation of this Contract shall be governed by the laws and legal principles applicable in the Republic of South Africa.

## 6.4 Jurisdiction of courts

The Employee submits to the jurisdiction of the Courts of the Republic of South Africa in the event of any legal proceedings arising from the provisions of this Contract.

## 6.5 Variation

6.5.1 The Contract constitutes the whole of the agreement between the parties to this Contract relating to the subject matter of this Contract, and save as otherwise provided, no amendment, alteration, addition or variation of any right, term or condition of this Contract will be of any force or effect unless reduced to writing and signed by the parties to this Contract.

6.5.2 The parties agree that there are no other conditions, warranties or representations, whether oral or written and whether expressed or implied or otherwise, save those contained in this Contract, the Act, these Regulations, relevant collective agreements and other relevant legislation (e.g. Government Employees Pension Fund Law, 1996).

## 6.6. Waiver

No waiver of any of the terms and conditions of this Contract will be binding for any purpose unless reduced to writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege precludes any other or further exercise thereof or the exercise of any other right, power or privilege.

## 7. Notice and Domicilium

7.1 The parties choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Contract, the following addresses:

Employer Employee

Physical address Postal address Fax Number

Provided that a party reports any change of his or her domicilium to any other physical address, postal address or fax number by written notice to the other party. Such change of address will be effective seven days after receipt of notice of the change of domicilium.

7.2 All notices to be given in terms of this Contract will -

7.2.1 be given in writing; or

7.2.2 be delivered or sent by prepaid registered post or by fax; and

7.2.3 if delivered, be presumed to have been received on the date of delivery; or

7.2.4 if sent by prepaid registered post, be presumed to have been received within three working days of posting unless the contrary is proved; or

7.2.5 if sent by fax, be presumed to have been received on the first working day following the date of sending of the fax unless the contrary is proved.

## ANNEXURE 3

EMPLOYMENT CONTRACT FOR A FIXED TERM OR A SPECIFIC PROJECT FOR MEMBERS OF THE SENIOR  
MANAGEMENT SERVICE

FIXED TERM EMPLOYMENT CONTRACT

FOR THE

SENIOR MANAGEMENT SERVICE

OF THE

SOUTH AFRICAN POLICE SERVICE ENTERED INTO

by and between the

GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

herein represented by

\_\_\_\_\_(full name)

in his or her capacity as

\_\_\_\_\_

(hereinafter referred to as the Employer)

AND

\_\_\_\_\_(full name)

(hereinafter referred to as the Employee)

WHEREAS the parties have agreed to enter into a Contract which will govern the terms and conditions of employment of the Employee by the Employer,

NOW THEREFORE the parties agree as follows: 1. Appointment

1.1 The Employer hereby appoints the Employee on a temporary basis in accordance with regulation 70 of the South African Police Service Employment Regulations, 2018. (hereinafter referred to as the Regulations) as \_\_\_\_\_. The Employee agrees and accepts the appointment as member of the SMS. The appointment is for the period commencing on the \_\_\_\_\_ day of \_\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_. The Employee's employment and conditions of service shall be governed by the South African Police Service Act, 1995 (Act No 68 of 1995) (hereinafter referred to as the Act), Regulations, relevant collective agreements and any other legal provisions applicable to the Employee.

1.2 In terms of this Contract -

1.2.1 the Employee shall serve the Employer as \_\_\_\_\_ in the South African Police Service, (hereinafter referred to as the Service) at \_\_\_\_\_ or at such place as may from time to time be determined by the Employer or any other person duly authorised thereto in this respect;

1.2.2 the Employee will hold the rank of \_\_\_\_\_ and will be responsible for the duties and functions set out in the Performance Agreement referred to in clause 5;

1.2.3 the employment of the Employee is subject to -

(a) the submission by the Employee of certificates of his or her academic and professional qualifications and service certificates; and

(b) a security clearance of (state confidential, secret or top secret) being obtained.

1.2.4 the Employee may be required to perform other duties or to work at other places that may reasonably be required by the Employer; and

1.2.5 any matter arising, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Regulations and any other legal provisions applicable to the Employee.

## 2. Remuneration

2.1 The remuneration that the Employee shall receive as from the date of assuming duty as stated in clause 1, shall be as agreed from time to time in writing between the parties.

2.2 The salary and benefits will be payable in twelve (12) equal monthly instalments.

2.3 The general conditions of service and benefits of the Employee shall be as stipulated and provided for by the Act and the Regulations. The parties to this Contract accept that the general conditions of service and benefits may be changed from time to time by means of relevant collective agreements and determinations and directives by the Minister of Police.

2.4 When required from the Employee to perform official duties away from his or her headquarters, the Employee shall travel at the Employer's expense and shall be paid a subsistence and travelling allowance as may from time to time be determined.

## 3. Termination of employment

3.1 The term of office of the Employee may be terminated in the following ways:

3.1.1 on completing a term or extended term of office;

3.1.2 discharge in terms of section 35 of the Act; or

3.1.3 death.

3.2 Pension and other payable benefits are directly linked to the specific section of the Act which is utilised, as regulated by the Government Employees Pension Fund Law, 1996, the regulations promulgated thereunder, as applicable to member of the SMS, and these Regulations.

3.3 Subject to the provisions of the Act and the Labour Relations Act, 1995, either party may, after consultation and agreement, terminate the Contract before the expiry of an original term of office or an extended term of office, by giving to the other party one month's notice of termination, which notice shall-

3.3.1 be given in writing; and

3.3.2 be given on or before the last day of a month and take effect on the first day of the succeeding month.

3.4 Should notice of termination be given as contemplated in clause 3.1.2 the Employer has the right to require the Employee to vacate the office occupied by him or her and to leave the premises of the Service before the expiry of the notice period on a day stipulated by the Employer and not to present himself or herself for duty any time thereafter.

3.5 Should the Employer invoke the provisions of clause 3.4, the Employee will still be entitled to all such benefits as contained in the relevant prescripts.

3.6 In the case of inefficiency and misconduct, the Employer may deal with the Employee, in accordance with the relevant legislation.

#### 4. Conduct

##### 4.1 The Employee undertakes -

4.1.1 not to, without the applicable consent and during his or her employment or at any time thereafter, disclose any record, as defined in section 1 of the Promotion of Access to Information Act, 2000 (Act No 2 of 2000), that must or may be refused upon a request for access to a record of a public body in terms of that Act;

4.1.2 not to, during his or her employment or at any time thereafter, use any record so defined and obtained as a result of his or her employment, to the detriment of the State, except if it is used in the exercise or protection of any right, or legitimate expectation, conferred by law;

4.1.3 if so requested by the Employer during his or her employment or on the termination of his or her employment, to submit to the Employer any record so defined and in the Employee's possession as a result of his or her employment and not to retain any copies of or extracts from such record, except with consent of the Employer; and

4.1.4 to comply with the prescribed Code of Conduct.

##### 4.2 The Employee –

4.2.1 acknowledges that he or she fully understands the implications of this clause;

4.2.2 agrees that this clause is, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the interests of the Employer and that if he or she

should at any time dispute the reasonableness of this clause, the onus of proving such unreasonableness will be upon him or her; and

4.2.3 acknowledges that he or she enters into this Contract freely and voluntarily and that no circumstances exist for him or her to allege, either now or at any future time, that he or she was at a disadvantage in agreeing to the restraints set out in this clause or was other than in an equal bargaining position with the Employer in agreeing to such restraints.

## 5. Additional terms and conditions

5.1 The Employee shall enter into an annual performance agreement with the Employer, linked to a specific financial year, which shall include at least the following:

5.1.1 Salary increases will be based on the performance of the Employee. Performance will be assessed in accordance with his or her responsibilities and key performance areas contained in his or her performance agreement and the extent to which the Employee complied therewith, as well as any directives which the Minister of Police may issue. Salary increases for the Employee will be based on individual consultation. The Employee and the Employer must consult annually regarding his or her salary increase within the restrictions of the budget based on the performance of the Employee. The salary increase of the Employee, shall be based on determinations, directives and guidelines issued by the Minister of Police.

5.1.2 An annual performance agreement provided for in terms of clause 5.1 linked to a specific financial year, stating clear performance areas/criteria/deliverables of the Service and the Employee must be entered into. As performance agreements are linked to financial years, it should be entered into at the latest on 30 April every year. The Employee should enter into his or her first performance agreement not later than two months after assumption of duty.

5.1.3 The performance agreement shall be revised if, at any time during the period of its duration, the work or environment of the Service (unit, directorate, branch, component etc.) is so altered (whether as a result of Government or management decision or otherwise) that the contents of it are no longer appropriate.

5.1.4 This Contract is directly linked to the performance agreement referred to in clause 5.1. In the event that the Employee does not perform satisfactorily in relation to the requirements of his or her performance agreement, the Employee acknowledges that the Employer may deal with him or her, in accordance with the procedure contained in the relevant legislation and any other directives issued by the Minister.

## 6. General

### 6.1 Good faith

In the implementation of this Contract, the parties undertake to observe the utmost good faith and they warrant in their dealing with each other that they will neither do anything nor refrain from doing anything that might prejudice or detract from the rights, assets or interests of each other.

### 6.2 Applicability of the Act

Any matters arising from this Contract, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Regulations, relevant Collective agreements and other relevant legislation.

### 6.3 Interpretation of this Contract

The interpretation of this Contract shall be governed by the laws and legal principles applicable in the Republic of South Africa.

### 6.4 Jurisdiction of courts

The Employee submits to the jurisdiction of the Courts of the Republic of South Africa in the event of any legal proceedings arising from the provisions of this Contract.

### 6.5 Variation

6.5.1 The Contract constitutes the whole of the agreement between the parties to this Contract relating to the subject matter of this Contract, and save as otherwise provided, no amendment, alteration, addition or variation of any right, term or condition of this Contract will be of any force or effect unless reduced to writing and signed by the parties to this Contract.

6.5.2 The parties agree that there are no other conditions, warranties or representations, whether oral or written and whether expressed or implied or otherwise, save those contained in this Contract, the Act,



these Regulations, relevant collective agreement and other relevant legislation (e.g. Government Employees Pension Fund Law, 1996).

## 6.6 Waiver

No waiver of any of the terms and conditions of this Contract will be binding for any purpose unless reduced to in writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege precludes any other or further exercise thereof or the exercise of any other right, power or privilege.

## 7. Notice and Domicilium

7.1 The parties choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Contract, the following addresses-Employer Employee

Physical address Postal address Fax Number

Provided that a party reports any change of his or her domicilium to any other physical address, postal address or fax number by written notice to the other party. Such change of address will be effective seven days after receipt of notice of the change of domicilium.

7.2 All notices to be given in terms of this Contract will -

7.2.1 be given in writing; or

7.2.2 be delivered or sent by prepaid registered post or by fax; and

7.2.3 if delivered, be presumed to have been received on the date of delivery; or

7.2.4 if sent by prepaid registered post, be presumed to have been received within three working days of posting unless the contrary is proved; or

7.2.5 if sent by fax, be presumed to have been received on the first working day following the date of sending of the fax unless the contrary is proved.

## DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

NO. 664

06 JULY 2018

**EPHRAIM MOGALE LOCAL MUNICIPALITY**

**SPECIMEN RESOLUTION ON LEVYING PROPERTY RATES IN TERMS OF SECTION 14 OF THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004. (ACT NO. 6 of 2004) AS AMENDED.**

Notice No **SC 8/02/2018**.Date **22 June 2018****MUNICIPAL NOTICE NO: SC 8/02 of 2018**

**RESOLUTION LEVYING PROPERTY RATES FOR THE FINANCIAL YEAR 1 JULY 2018 TO 30 JUNE 2019**

Notice is hereby given in terms of section 14(1) and (2) of the Local Government: Municipal Property Rates Act, 2004; that the Council resolved by way of council resolution number **SC8/02/2018** to levy the rates on property reflected in the schedule below with effect from 1 July 2018.

<b>Category of property</b>	<b>Cent amount in the Rand determined for the relevant property category</b>
Residential property	R 0.0259
Business and commercial property	R 0.0259
Industrial property	R 0.0259
Agricultural property	R 0.0062
Mining property	R 0.0259
Public service infrastructure property	R 0.0006
Public benefit organisation property	R 0.0000

For any enquiries, please contact Mr **Collins Makgopa (Manager: Financial Accounting)** [cmakgopa@emogalelm.gov.za](mailto:cmakgopa@emogalelm.gov.za) or Mrs **Precious Chuene (Revenue Accountant)** - [pchuene@emogalelm.gov.za](mailto:pchuene@emogalelm.gov.za) at 013 261 8400/8452/8444

NAME : **M M MATHEBELA**DESIGNATION: **MUNICIPAL MANAGER**

## DEPARTMENT OF LABOUR

NO. 665

06 JULY 2018

## APPROVAL OF REGISTRATION OF A BARGAINING COUNCIL

I, Lehlohonolo Daniel Molefe, Registrar of Labour Relations, hereby, give notice in terms of section 29 of the Labour Relations Act, 1995, that, following an application by the **National Bargaining Council for the Private Security Sector**, it has been registered as a bargaining council as reflected in the attached Annexure "A".



REGISTRAR OF LABOUR RELATIONS

DATE: 02 June 2018

**ANNEXURE A**

The Private Security Sector, as defined hereunder, in the Republic of South Africa

**“Private Security Sector” or “sector”** means the sector in which the employers and employees are associated for the purpose of guarding or protecting fixed property, premises, goods, persons or employees, including monitoring and responding to alarms at premises which are guarded by persons or by electronic means, but excluding the assets-in transit to the extent that it falls under the registered scope of the National Bargaining Council for the Road Freight and Logistics Industry.



**REGISTRAR OF LABOUR RELATIONS**

**DATE:** 22 June 2018 .....

## DEPARTMENT OF LABOUR

NO. 666

06 JULY 2018

**LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING  
INDUSTRY OF THE WESTERN CAPE: EXTENSION TO NON-PARTIES OF  
THE MAIN COLLECTIVE AMENDING AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, with the exclusion of clause 2 thereof which was concluded in the **Bargaining Council for the Furniture Manufacturing Industry of the Western Cape** 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 1 July 2018 and for the period ending 30 April 2020.

  
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**MN OLIPHANT, MP**  
**MINISTER OF LABOUR**  
DATE: 21/06/2018

## DEPARTEMENT VAN ARBEID


NO. 666

06 JULIE 2018

## LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING  
INDUSTRY OF THE WESTERN CAPE: EXTENSION OF PERIOD OF  
OPERATION OF THE MAIN COLLECTIVE AGREEMENT**


I, **Mildred Nelliswe Oliphant**, Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notices Nos. R. 708 of 10 June 2016, R. 836 of 15 July 2016 and R. 386 of 29 March 2018 by a further period ending 30 April 2020.

  
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**MN OLIPHANT, MP**  
**MINISTER OF LABOUR**  
DATE: 21/06/2018

## UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING  
INDUSTRY OF THE WESTERN CAPE: UKWELULWA KWESIKHATHI  
SOKUSEBENZA KWESIVUMELWANO ESIYINQITHI**

Mina, **Mildred Nelliswe Oliphant**, uNgqongqoshe Wezokuxoxisana Phakathi Kwabaqashi nabaSebenzi, lapha ngokwesigaba 32(6)(a)(i) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngelula isikhathi sokusebenza kwesivumelwano esixhunywe kwiZaziso zikaHulumeni ezinguNombolo R. 708 somhlaka 10 Nhlanguvana 2016, R. 836 somhlaka 15 kuNtulikazi 2016 kanye nesingu R. 386 somhlaka 29 kuNdasa 2018 ngesikhathi esengeziwe esiphela mhlaka 30 kuMbaso 2020.

  
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**MN OLIPHANT, MP**  
**UNGQONGQOSHE WEZABASEBENZI**  
USUKU: 21/06/2018

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING  
INDUSTRY OF THE WESTERN CAPE: UKWELULWA  
KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI  
FUTHI ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA  
INGXENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano WezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, kukhishwa imishwana 2 esenziwa kwi **Bargaining Council for the Furniture Manufacturing Industry of the Western Cape**, futhi ngokwesigaba-31 soMthetho Wezobudlelwano KwezabaSebenzi ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni kusukela ngomhlaka 1 kuNtulikazi 2018 futhi kuze kube isikhathi esiphela mhlaka 30 kuMbasa 2020.



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**MN OLIPHANT, MP**

**UNGQONGQOSHE WEZABASEBENZI**

**USUKU:** 21/06/2018

**SCHEDULE****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING  
INDUSTRY OF THE WESTERN CAPE****MAIN COLLECTIVE AMENDING AGREEMENT**

In accordance with the provisions of the Labour Relations Act, 1995, made  
and entered into by and between the

**Cape Furniture Manufacturers' Association**

(hereinafter referred to as the "Employers" or the "Employers'  
organisation"), of the one part, and the

**National Union of Furniture and Allied Workers of  
South Africa**

(hereinafter referred to as the "Employees" or the "trade union") of the  
other part,

being the parties to the Bargaining Council for the Furniture Manufacturing  
Industry of the Western Cape to amend the Agreement published under  
Government Gazette Notice No. R. 708 of 10 June 2016 as extended and  
renewed by Government Notices No. R. 836 of 17 July 2017, R.386 of 29  
March 2018 .

**DIVISION OF AGREEMENT**

This Agreement is divided into three parts as follows:

**PART I**

Substitute the Division of Agreement



**"A – Administrative issues**

- Clause 1 - Scope of application of Agreement
- Clause 2 - Period of operation of Agreement
- Clause 3 - Definitions
- Clause 4 - Exemptions
- Clause 5 - Registration of Employers
- Clause 6 - Exhibition of agreement
- Clause 7 - Keeping of records
- Clause 8 - Trade Union representatives on the Council
- Clause 9 - Trade Union Office Bearers
- Clause 10 - Administration of agreement
- Clause 11 - Agents
- Clause 12 - Monthly Statement
- Clause 13 - Normal retirement age
- Clause 14 - Weekly return of Employees
- Clause 15 - Dispute resolution procedure

**B – Terms and conditions of employment**

- Clause 16 - Hours of work
- Clause 17 - Payment of remuneration
- Clause 18 - Employment of Minors
- Clause 19 - Forenoon and afternoon intervals
- Clause 20 - Abatement of wages
- Clause 21 - Termination of employment
- Clause 22 - Night shift work
- Clause 23 - Hourly Rate
- Clause 24 - Sick leave
- Clause 25 - Maternity leave and temporary contract Employees
- Clause 26 - Severance pay
- Clause 27 - Casual Employees
- Clause 28 - Family responsibility leave
- Clause 29 - Trade Union representatives

- Clause 30 - Time off work to attend further training or further education courses
- Clause 31 - Shutdown period
- Clause 32 - Annual Leave
- Clause 33 - Short Time
- Clause 34 - New Industry Entrant Employee
- Clause 35 - Fixed term contracts of employment
- Clause 36 - Abscondment

### **C – Contributions and deductions**

- Clause 37 - Expenses of the Council – Council Levy
- Clause 38 - Holidays and Holiday and Bonus Fund
- Clause 39 - Subsistence allowance
- Clause 40 - Trade Union contributions
- Clause 41 - Levies payable by Employers who are members of the Employers' Association
- Clause 42 - Provident Fund contributions
- Clause 43 - Medical Ill Health Benefit Fund

### **PART II**

- Clause 44 - Wages increase
- Clause 45 - Fines

### **PART III**

- Annexure A - Job Grading and minimum wages
- Annexure B - Monthly statement to be submitted in terms of clause 12
- Annexure C - Hours of work notice required under clause 17(6)
- Annexure D - Registration as an Employer Form to be submitted in terms of clause 6

- Annexure E - Weekly return of Employees to be submitted in terms of clause 14
- Annexure F - Dispute Resolution Procedure in terms of clause 15
- Annexure G - Public Holidays in terms of clause 31
- Annexure H - Provident Fund percentage contributions"

## **PART I**

### **A – Administrative issues**

#### **1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry as defined hereunder in the Provinces of Western cape and Northern Cape excluding the Magisterial Districts of George, Kynsna, Oudshoorn, Mossel Bay and Plettenberg Bay:

**"Furniture, Bedding, Upholstery and Curtain Manufacturing Industry"** or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of components of furniture, furniture, bedding, curtains, upholstery and/or re-upholstery and will, inter alia, include but not be limited to the following:

(a) Furniture

Manufacturing, assembling, repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, spraying, cutting, edging, drilling, wood bending, laminating and/or papering/foiling, of board.

**"Board"** means any type of wood or wooden or related product or any other substitute material amongst others being: laminated board, fibre board, chip board, block board, veneer board, pressed board.

Furniture manufacturing will also include the manufacturing, repairing, polishing, assembling, cutting, drilling, edging, re-polishing, staining, spraying either in whole or in part of: pianos, organs, kitchen cupboards, attached wall cupboards, built-in cupboards, free standing cupboards, bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, coffins, draw and draw fronts, doors and cupboard doors irrespective of size, bathroom cupboards, cupboard tops and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, hotels, other educational institutions, conference centres and theatres.

**(b) Bedding**

The manufacturing, assembling, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses, sleeper couches and studio couches.

**"Studio Couch"** means an article of furniture, which is designed for seating and for conversion into a double bed or two or more beds and of which the frames are constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions.

**(c) Upholstery**

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, seating, pelmets, mattress bases, foam mattresses and/or cushions.

(d) **Curtain making**

The making, altering, repairing and hanging of curtains and/or blinds made mainly of fabric, wood, cane, wicker, reed or grass.

Curtain making includes window treatment, cutting of rails and rods, fitting of pelmets, curtains, blinds and associated products.

(2) **Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall:-**

- (a) apply to all employees for whom minimum wages are prescribed in this and to employers of such employees
- (b) apply to Learners In so far as the terms are not inconsistent with the Skills Development Act, 97 of 1998, or any contract entered into or any condition fixed under the Skills Development Act, 97 of 1998.

## **2. PERIOD OF OPERATION OF AGREEMENT**

**This Agreement shall come into operation:-**

- (1) (a) in respect of parties to this agreement, on the date of signature;
  - (b) in respect of non-parties, on such date as fixed by the Minister of Labour in terms of section 32 of the Act.
- (2) This Agreement shall remain in force for the period from the 1<sup>st</sup> July 2018 and ending until the 30<sup>th</sup> April 2020.

**3. CLAUSE 13. NORMAL RETIREMENT AGE**

Substitute clause 13 with the following:

- “(1) An Employee entering the Industry may retire at the age of 60 years and shall retire at the age of 65 years.
- (2) An employee reaching the retirement age of 65 years may be re-engaged on a fixed term contract for a maximum period of 1 year.
- (3) Every Employer registered with the Council in terms of clause 5 of this Agreement, and every Employee employed in the Industry as at the date on which this Agreement comes into operation, must submit the Employee’s identity number and/or alternatively other acceptable documentary proof of the Employee’s age to the Council.”

**B - Terms and Conditions of Employment****4. CLAUSE 16. HOURS OF WORK**

Substitute clause 16 with the following:

- “(1) Normal Working Hours
  - (a) Save as is otherwise provided in this Agreement, no Employer shall require or permit an Employee, other than foremen, managers, sub-managers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than the amount specified in the Basic Conditions of Employment Act, as amended from time to time and at the signing of this agreement equated to R205’433.30 per annum:—

(i) to work for more than 44 hours normal time, excluding meal intervals, in any one working week, comprising of:-

(a) Monday, Tuesday, Wednesday, Thursday, Friday.

(b) The Employer must decide on the firm's ordinary weekly working hours from a range of ordinary weekly working hours from 40 hours to a maximum of 44 hours per week.

(c) The Employer must inform Employees and the Council of their firm's ordinary weekly working hours and to display them in a conspicuous place within the workplace.

(d) Should an Employer wish to change the firm's ordinary working hours from what they had notified the Council and their Employees they would be required to apply for an exemption from the Council before implementing any change to their ordinary weekly working hours. The Council may require seventy five per cent of the firm's Employees to support the proposed change to the firm's ordinary weekly working hours.

## (2) Overtime Hours

(a) All hours worked in excess of a firm's normal weekly working hours must be paid in accordance with section 10 of the Basic Conditions of Employment Act, 75 of 1997.

(b) Drivers and Drivers Assistants – Driver's and Driver's Assistants may not work more than fifteen hours per day and more than 15 hours overtime in any one pay week.

(c) Top Up Lost Normal Time Hours – overtime hours in the same pay week can be used to top up lost normal time hours of the same pay week before overtime becomes payable.



- (d) Every Employer shall display in his establishment in a place readily accessible to his Employees a notice in the form prescribed in Annexure C to this Part of the Agreement specifying the starting and finishing time of work for each day of the week, forenoon and afternoon intervals and the meal interval.
- (e) Employees to be allowed to work up to fifteen (15) hours per week overtime without prior permission from the Council."

## **5. CLAUSE 28. FAMILY RESPONSIBILITY LEAVE**

Substitute clause 28 with the following:

"(1) This clause applies to an Employee: -

- (a) who has been in employment with an Employer for longer than four months; and
- (b) who works for at least four days a week for that Employer.

(2) An Employer must grant an Employee, during each annual leave cycle, at the request of the Employee, a total of 3 days paid leave and 2 days unpaid leave per annum, which the Employee is entitled to take: -

- (a) when the Employee's child is born; or
- (b) when the Employee's child is sick; or
- (c) when the Employee's spouse or life partner is sick; or
- (d) in the event of the death of: -
  - (i) the Employee's spouse or life partner; or
  - (ii) the Employee's parent, adoptive parent, grandparent, parent in-law, child, adoptive child, grandchild or sibling.



- (3) Subject to sub-clause (5), an Employer must pay an Employee for a day's family responsibility leave: -
- (a) the wage the Employee would ordinarily have received for work on that day; and
  - (b) on the Employee's usual pay day.
- (4) An Employee may take family responsibility leave in respect of the whole or a part of a day.
- (5) Before paying an Employee for leave in terms of this section, an Employer may require reasonable proof of an event contemplated in sub-clause (2), (7) and (8) for which the leave was required.
- (6) An Employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.
- (7) Should a medically certified disabled major or minor child, of an employee, be required to seek medical attention from a health practitioner this will be covered under family responsibility leave.
- (8) Should an employee accompany their parent to a health practitioner, this would be regarded as unpaid leave. "

## **6. CLAUSE 34. NEW INDUSTRY ENTRANT EMPLOYEES**

Substitute the whole of clause 34. New Industry Entrant employees with the following:

- "(1) A new entrant Employee to the Industry shall only be eligible for contributions after three consecutive months of continued employment with the exception of Council levies.

- (2) A new entrant Employee to the Industry, engaged within three (3) months of the implementation of a new agreement, no wage increase is due provided that such employees are earning at the same level or above the minimum rate contained in the collective agreement."

## **7. CLAUSE 35. FIXED TERM CONTRACTS OF EMPLOYMENT**

Substitute clause 35 with the following:

- "(1) A fixed term employment contract may not be entered into for a period longer than six (6) consecutive months, subject to the terms and conditions as stipulated in sections 198A to 198D of the Act.
- (2) For all fixed term contracts only contributions and deductions contemplated in terms of clause 37 (1) and 40 are applicable for the first six (6) months.
- (3) For all learnerships only contributions and deductions contemplated in terms of clause 37 (1) and 40 are applicable for the duration of the learnership.

## **C – Contributions and deductions**

### **8. CLAUSE 37. EXPENSES OF THE COUNCIL**

Substitute clause 37 with the following:

- "(1) For the purpose of meeting the expenses of the Council, every Employer shall deduct from the wage of each of his Employees for whom a wage is paid:-

(a) R5.00 per pay week from the period of operation of this agreement to 30 April 2020.

(2) To the amount so deducted, as per sub-clause (1), the Employer shall add a like amount and:-

(a) forward month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council.

(b) an Employer who is in arrears with payments in terms of paragraph 2 and 2(a) and who fails, after having been warned in writing by the Council to forward the outstanding amounts within seven days of such warning shall, upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay day of the week in respect of which the amounts are due. An Employer to whom the provisions of this paragraph apply may, upon so being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in sub-clause (a):-

(c) should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the Employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, as amended, calculated from such 15th day until the day upon which payment is actually received by the Council:

Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

In the event of the Council incurring any costs or becoming obliged to pay any costs, collection commission by reason of the failure of the Employer to make any payment on or before the due date, the Employer shall then also be liable forthwith to pay all such costs of whatever nature and any costs as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the Employer firstly in satisfaction of any such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount."

#### **9. CLAUSE 39. SUBSISTENCE ALLOWANCE**

Substitute clause 39 with the following:

- "(1) Whenever the work of an Employee precludes him from returning to his normal place of residence for his night's rest, he shall be paid, in addition to his ordinary remuneration, a subsistence allowance of not less than:-
- (a) where it is necessary for the Employee to obtain a bed: R80,00; or
  - (b) where it is necessary for the Employee to obtain an evening meal and a bed: R160,00."

**PART II****10. CLAUSE 44. WAGE INCREASE**

Substitute clause 44 with the following:

"(1) Employees employed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry are to receive the following wage increases:

(a) Wage Increase – Foreman, Supervisors, Change-hands, Skilled and Semi-Skilled Categories

(i) For the above mentioned categories of Employees a seven percent (7%) across the board wage increase on actual wages is to be applied as follows:-

(a) From the 1<sup>st</sup> pay week in July 2018 to the last pay week in June 2019.

(b) From the first pay week in July 2019 to the last pay week in April 2020.

(c) Should the Consumer Price Index (CPI) for the year ending February 2019 fall below 3.5% or exceed 9.2% the parties to this agreement shall meet to renegotiate across the board weekly wage increases only for the second year period.

(b) Wage Increase – Unskilled Category

- (i) With effect from the first pay week in July 2018 to the last pay week in April 2020:
  - (a) For the above mentioned categories of Employees a seven percent (7%) across the board wage increase on actual wages is to be applied as follows:-
  - (b) From the first pay week in July 2018 to the last pay week in June 2019.
  - (c) From the first pay week in July 2019 to the last pay week in April 2020.
  - (d) Should the Consumer Price Index (CPI) for the year ending February 2019 fall below 3.5% or exceed 9.2% the parties to this agreement shall meet to renegotiate across the board weekly wage increases only for the second year period.
- (c) Prescribed Minimum – Unskilled Category
  - (i) ~~The Unskilled Category minimum weekly wage rate with effect from the first pay week in July 2018 shall be Six Hundred and Seventy Rand and Fifty Cents (R670-50) which equates to an hourly rate of Fifteen Rand and Twenty Four cents (R15.24) per hour.~~
  - (ii) The Unskilled Category minimum weekly wage rate with effect from the first pay week in July 2019 shall be (R717-44) which equates to an hourly rate of Sixteen Rand and Thirty One Cents (R16.31) per hour."

**PART III****B. SPECIFIED MINIMUM WEEKLY WAGE RATES FOR EMPLOYEES**

11. Substitute Part III, Annexure A (B) with the following:

Sectors	Occupation Skills Level	Occupation Skills Level Code	First full pay week in July 2018	First full pay week in July 2019
<b>Furniture, Bedding, Curtaining and Upholstery</b>	Unskilled employees	05	R670-50pw	R717-44pw
	Semi-skilled employees	04	R917-14pw	R981-33pw
	Skilled employees	03	R985-43pw	R1 054-41
	Chargehands	02	R1 063-01pw	R1 137-42pw
	Foremen & Supervisors	01	R1 063-01pw	R1 137-42pw

**Note:** *The prescribed minimum **weekly wage** for a new entrant employee into the Furniture Manufacturing Industry is stipulated as a minimum **weekly wage**.*



*This means that a worker who meets the new entrant criteria in an establishment and whose normal working week is a 44 hour week and a worker who meets the new entrant criteria in an establishment whose normal working week is a 40 hour week must receive at least the prescribed minimum wage for the relevant occupation skill level category. "*

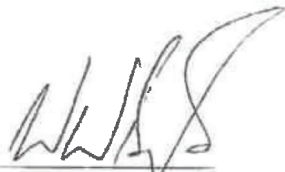
### C. MINIMUM HOURLY WAGE RATES FOR EMPLOYEES

Insert Part III, Annexure A (C) with the following:


Sectors	Occupation Skills Level	Occupation Skills Level Code	Prescribed minimum hourly rates of pay
<b>Furniture, Bedding, Curtaining and Upholstery</b>	Unskilled employees	05	R20-00 per hour
	Semi-skilled employees	04	R21-00 per hour
	Skilled employees	03	R22-45 per hour
	Chargehands	02	R24-22 per hour
	Foremen & Supervisors	01	R24-22 per hour

**Note:** *In the event that the National Government implements the national minimum hourly rate of pay or any amendments thereto the hourly rates of the employees whom earn below the minimum prescribed hourly rate of pay, shall be adjusted to the table above."*

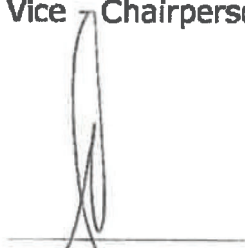




**W. Dyers**  
**Chairperson**



**J. Claassen**  
**Vice Chairperson**



**A. Davids**  
**Secretary**

## NATIONAL TREASURY

NO. 667

06 JULY 2018

**PUBLIC FINANCE MANAGEMENT ACT, 1999  
(ACT NO 1 OF 1999)****EXEMPTION**

I, **NHLANHLE NENE, MINISTER OF FINANCE**, acting in terms of Section 92 of the Public Finance Management Act, 1999 (Act No 1 of 1999 (the "Act")), exempt the institution specified in the first column of the schedule below from the provisions of the Act as specified in the second column of the schedule for the duration specified in the third column of the schedule.

  
**MINISTER OF FINANCE****Date:** 20/6/2018**SCHEDULE**

<b>INSTITUTIONS EXEMPTED</b>	<b>PROVISIONS OF ACT</b>	<b>DURATION OF EXEMPTION</b>
Zastrovect Investment (Proprietary) Limited	All Sections of the PFMA.	For a two-year period commencing from the date on which exemption is published in the Government Gazette.

## NON-GOVERNMENTAL ORGANIZATION

NO. 668

06 JULY 2018

## KOU-KAMMA MUNICIPALITY

## MUNICIPAL PROPERTY RATES 2018/19 FINANCIAL YEAR

Notice is hereby given in terms of section 14 (1) and (2) of the Local Government: Municipal Property Rates Act, (Act No 6 of 2004) that the Municipal Council at a meeting held on 29<sup>th</sup> May 2018 approved a schedule of tariffs in respect of the levying of property rates with effect from 1 July 2018

<b><u>PROPERTY RATES</u></b>	<b><u>2018/19</u></b>
Residential & Domestic	0,84599 Cent per rand
Business and Commercial Properties	0,84599 Cent per rand
Communal Land	
Business and Commercial	0,84599 Cent per rand
Farm Property	0,84599 Cent per rand
Other	0,84599 Cent per rand
Residential	0,84599 Cent per rand
Small Holdings	0,84599 Cent per rand
Farm Properties	
Agricultural Purposes	0,2115 Cent per rand
Business and Commercial	0,84599 Cent per rand
Industrial Purposes	0,84599 Cent per rand
Residential Properties	0,84599 Cent per rand
Other purposes than the above	0,84599 Cent per rand
Farm Properties not used for any purpose	0,84599 Cent per rand
Industrial Properties	0,84599 Cent per rand
Privately Owned Towns Serviced by the Owner	0,84599 Cent per rand
Public Service Infrastructure Properties	0,1269 Cent per rand
Small Holdings	
Agricultural Purposes	0,2115 Cent per rand
Business and Commercial Purposes	0,84599 Cent per rand
Industrial Purposes	0,84599 Cent per rand
Purposes other than the above	0,84599 Cent per rand
Residential Purposes	0,84599 Cent per rand
State-owned Properties	0,84599 Cent per rand
State Trust Land	0,84599 Cent per rand
Agricultural Property	0,2115 Cent per rand
Multiple Purposes	0,84599 Cent per rand
Other Categories	0,84599 Cent per rand
Social Responsibility Rebate	30%
Rebate for not receiving any services from council	30%

Full details of the Council resolution and rebates, reductions and exclusions specific to each category of owners of properties or owners of a specific category of properties as determined through criteria in the municipality's rates policy are available for inspection on the municipality's offices, website ([www.koukammamunicipality.gov.za](http://www.koukammamunicipality.gov.za)) and all public libraries.

Mr. P Kate

**MUNICIPAL MANAGER**

## NIE-REGERINGSORGANISASIE

NO. 668

06 JULIE 2018

## KOU-KAMMA MUNISIPALITEIT

## MUNISIPALE EIENDOMSBELASTING 2018/19 FINANSIËLE JAAR

Kennisgewing geskied hiermee dat kragtens die bepaling van artikel 14(1) en (2) van die Plaaslike Regering: Wet op Munisipale Eiendomsbelasting (Wet Nr 6 van 2004) dat die Munisipale Raad tydens 'n vergadering gehou op 29 Mei 2018 die volgende skedule van eiendomsbelasting tariewe goedgekeur het. Die tariewe tree in werking op 1 Julie 2018.

<b>EIENDOMS BELASTING</b>	<b>201819</b>
Residentail en huishoudelike	0,8460 Sent in die rand
Besigheid en Kommersiële Eiendomme	0,8460 Sent in die rand
Gemeenskaplike grond	
Besigheid en Kommersiële Eiendomme	0,8460 Sent in die rand
Plaas eiendomme	0,8460 Sent in die rand
Ander Gebruike	0,8460 Sent in die rand
Residentail en huishoudelike	0,8460 Sent in die rand
Kleinhoue	0,8460 Sent in die rand
Plaas eiendomme	
Landbou doel	0,2115 Sent in die rand
Besigheid en Kommersiële Eiendomme	0,8460 Sent in die rand
Industriële doel	0,8460 Sent in die rand
Residentail en huishoudelike	0,8460 Sent in die rand
Ander Gebruike	0,8460 Sent in die rand
Plaas eiendomme nie gebruik vir enige ander doel	0,8460
Industriële eiendomme	0,8460 Sent in die rand
Privaat besitde dorpe bedien deur die eienaar	0,8460 Sent in die rand
Eiendomsinfrastruktuur eienskappe	0,1269 Sent in die rand
Klein hoewe	
Landbou doel	0,2115 Sent in die rand
Besigheid en Kommersiële Eiendomme	0,8460 Sent in die rand
Industriële doel	0,8460 Sent in die rand
Residentail en huishoudelike	0,8460 Sent in die rand
Ander Gebruike	0,8460 Sent in die rand
Staats eiendomme	0,8460 Sent in die rand
Staats trust eiendomme	0,8460 Sent in die rand
Landbou eiendomme	0,2115 Sent in die rand
Veelvuldige doeleiendes	0,8460 Sent in die rand
Ander Kategorie	0,8460 Sent in die rand
Maatskaplike Verantwoordelikheds Korting	30% Rebate
Korting om geen dienste van die raad te ontvang nie	30% Rebate

Volledige besonderhede van die Raadsbesluit en kortings, verminderings en uitsluitings wat spesifiek is vir elke kategorie eienaars van eiendomme of eienaars van 'n spesifieke kategorie eiendomme soos bepaal deur kriteria in die munisipaliteit se belastingbeleid, is beskikbaar vir inspeksie by die munisipaliteit se kantore, webwerf ([www.koukammamunicipality.gov.za](http://www.koukammamunicipality.gov.za)) en alle openbare biblioteke.

Mr. P Kate

MUNISIPALE BESTUURDER

**DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM****NO. 669****06 JULY 2018****GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,  
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/3/D/1004/0/0/51

CLAIMANT : Sinawunawu Johnson Ntenti

PROPERTY DESCRIPTION : Remainder of Farm No. 46, Peddie

EXTENT OF LAND : 382,4530 Hectares

TITLE DEED : T26111/1981

DISTRICT MUNICIPALITY : Amathole

DATE SUBMITTED : 22/09/1998

CURRENT OWNER : Department of Rural Development and Land Reform

Has been submitted to the Regional Land Claims Commissioner and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course. Any person who has an interest in the above-mentioned land is hereby invited to submit, within sixty (60) days from the publication of this notice, any comments/information to

**Office of the Regional Land Claims Commissioner : Eastern Cape**  
**Department of Rural Development and Land Reform**  
**PO Box 1375**  
**East London**  
**5200**  
**Tel : 043 700 6000**  
**Fax : 043 743 3687**



**Mr. L.H. Maphutha**  
**Regional Land Claims Commissioner**

**CONTINUES ON PAGE 130 - PART 2**



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

Vol. 637

6 July 2018  
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No. 41754

**PART 2 OF 2**

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## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 670

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,  
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/3/D/1004/0/0/19

CLAIMANT : Bongani Graham Manona

PROPERTY DESCRIPTION : Breakfastvlei Outspan 2, Peddie

EXTENT OF LAND : 1.7134 Hectares

TITLE DEED : T25/1982

DISTRICT MUNICIPALITY : Amathole

DATE SUBMITTED : 30/12/1998

CURRENT OWNER : Department of Rural Development and Land Reform

Has been submitted to the Regional Land Claims Commissioner and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course. Any person who has an interest in the above-mentioned land is hereby invited to submit, within sixty (60) days from the publication of this notice, any comments/information to

**Office of the Regional Land Claims Commissioner : Eastern Cape**  
**Department of Rural Development and Land Reform**  
**PO Box 1375**  
**East London**  
**5200**  
**Tel : 043 700 6000**  
**Fax : 043 743 3687**



**Mr. L.H. Maphutha**  
**Regional Land Claims Commissioner**



**DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM****NO. 671****06 JULY 2018****GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,  
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/3/D/93/685/1737/32

CLAIMANT : Nicolas Jurrie Gous

PROPERTY DESCRIPTION : Farm 217 and 219 (Weltevreden Farm 223 Portion 1 and Portion 2) in Matatiele and Mount Currie

EXTENT OF LAND : 1222 Morgans and 419 Square root and 555 Morgans 298 Square root

TITLE DEED : N/A

DISTRICT MUNICIPALITY : Alfred Nzo

DATE SUBMITTED : 29/12/1998

CURRENT OWNER : Department of Rural Development and Land Reform

Has been submitted to the Regional Land Claims Commissioner and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course. Any person who has an interest in the above-mentioned land is hereby invited to submit, within sixty (60) days from the publication of this notice, any comments/information to

**Office of the Regional Land Claims Commissioner : Eastern Cape**  
**Department of Rural Development and Land Reform**  
**PO Box 1375**  
**East London**  
**5200**  
**Tel : 043 700 6000**  
**Fax : 043 743 3687**



**Mr. L.H. Maphutha**  
**Regional Land Claims Commissioner**

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 672

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,  
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/3/D/1006/2199/1887/7

CLAIMANT : Noreen Mary Diedricks

PROPERTY DESCRIPTION : Umngazana, Gomolo District, Port St Johns

EXTENT OF LAND : 7, 2827 Hectares

TITLE DEED : TF 21/1995

DISTRICT MUNICIPALITY : OR Tambo

DATE SUBMITTED : 26/12/1998

CURRENT OWNER : Port St Johns Local Municipality

Has been submitted to the Regional Land Claims Commissioner and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course. Any person who has an interest in the above-mentioned land is hereby invited to submit, within sixty (60) days from the publication of this notice, any comments/information to

**Office of the Regional Land Claims Commissioner : Eastern Cape**  
**Department of Rural Development and Land Reform**  
**PO Box 1375**  
**East London**  
**5200**  
**Tel : 043 700 6000**  
**Fax : 043 743 3687**



**Mr. L.H. Maphutha**  
**Regional Land Claims Commissioner**

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 673

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,  
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/2/D/82/0/0/1

CLAIMANT : Khwezi Dingiswayo

PROPERTY DESCRIPTION : Donnachadhbhan Farm No. 151, Sakhisizwe Local Municipality, Chris Hani District Municipality in the Eastern Cape Province

EXTENT OF LAND : 159.5 morgen

TITLE DEED : T5243/43

DATE SUBMITTED : 17<sup>th</sup> February 1997

CURRENT OWNER : Andrew Cloete

Has been submitted to the Regional Land Claims Commissioner for the Eastern Cape Province and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course.

Any person who has an interest in the above-mentioned land is hereby invited to submit, within thirty (30) days from the publication of this notice, any comments/information to

**Office of the Regional Land Claims Commissioner : Eastern Cape**  
**Department of Rural Development and Land Reform**  
**PO Box 1375**  
**East London**  
**5200**  
**Tel : 043 700 6000**  
**Fax : 043 743 3687**

  
**Mr. L.H. Maphutha**  
**Regional Land Claims Commissioner**  
**(Eastern Cape Province)**

Date: 2018/06/18

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 674

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,  
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/2/D/82/0/0/3

CLAIMANT : Felicia Mbana

PROPERTY DESCRIPTION : Donnachadhbhan Farm No. 151, Sakhisizwe Local Municipality, Chris Hani District Municipality in the Eastern Cape Province

EXTENT OF LAND : 66 morgen

TITLE DEED :

DATE SUBMITTED : 23<sup>rd</sup> October 1998

CURRENT OWNER : Andrew Cloete

Has been submitted to the Regional Land Claims Commissioner for the Eastern Cape Province and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course.

Any person who has an interest in the above-mentioned land is hereby invited to submit, within thirty (30) days from the publication of this notice, any comments/information to

**Office of the Regional Land Claims Commissioner : Eastern Cape**  
**Department of Rural Development and Land Reform**  
**PO Box 1375**  
**East London**  
**5200**  
**Tel : 043 700 6000**  
**Fax : 043 743 3687**

  
**Mr. L.H. Maphutha**  
**Regional Land Claims Commissioner**  
**(Eastern Cape Province)**

**Date:** 2018/06/18

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 675

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,  
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/2/D/82/0/0/2

CLAIMANT : Churchill Juta

PROPERTY DESCRIPTION : Donnachadhbhan Farm No. 151, Sakhisizwe Local Municipality, Chris Hani District Municipality in the Eastern Cape Province

EXTENT OF LAND : 63 morgen

TITLE DEED :

DATE SUBMITTED : 09 December 1998

CURRENT OWNER : Andrew Cloete

Has been submitted to the Regional Land Claims Commissioner for the Eastern Cape Province and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course.

Any person who has an interest in the above-mentioned land is hereby invited to submit, within thirty (30) days from the publication of this notice, any comments/information to

**Office of the Regional Land Claims Commissioner : Eastern Cape**  
**Department of Rural Development and Land Reform**  
**PO Box 1375**  
**East London**  
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**Tel : 043 700 6000**  
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**Mr. L.H. Maphutha**  
**Regional Land Claims Commissioner**  
**(Eastern Cape Province)**

**Date:** 2018/06/18

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 676

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED**

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) as amended, that a claim for Restitution of Land Rights has been lodged by Rammutla Lesesi Petrus on behalf of Rammutla Family, on Remaining Extent of portion 2 of the farm Tweefontein 166 LS, situated within the Polokwane Local Municipality, Capricorn District, Limpopo.

Rammutla Lesesi Petrus Lodged a land claim on the 29<sup>th</sup> December 1998.

The property claimed is described in details in the table below:


FARM NAME	OWNER	TITLE DEED	EXTENT	ENDORSEMENT/ BONDS	HOLDER
Portion 2 (Remaining Extent) of the farm Tweefontein 166 LS  KRP 9703	Visagie Hendrik Johannes	T90597/1992PTA	116.2742 H	Converted from PTA	No Details

**Take further notice** that the Office of the Regional Land Claims Commissioner is in the process of settling this land claim. Any party that has an interest in the above-mentioned property is hereby invited to submit in writing within **14** days of publication of this notice, any comment, and/or objection to this land claim to the Office of the Regional Land Claims Commissioner: Limpopo at the address set out below under reference number **KRP: 9703**

**Submissions may be delivered to:**

**The Regional Land Claims Commissioner: Limpopo**  
Private Bag X9552  
POLOKWANE  
0700

**OR First Floor, 96 Kagiso House**  
Corner Rissik & Schoeman Streets  
POLOKWANE  
0700

  
**L.H. MAPHUTHA**  
**REGIONAL LAND CLAIMS COMMISSIONER**  
**DATE:** 2018/06/18



## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 677

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED**

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act, Act No. 22 of 1994 as amended, that a claim for restitution of land rights has been lodged on the following properties: portion 11 and 13 of the farm Paardeplaats 623 LT situated within the Greater Tzaneen Local Municipality, Mopani District, Limpopo.

Mr. Kgatle Mantopa Cybert lodged the claim on behalf of Kgatle family on the portion 11 and 13 of the farm Paardeplaats 623 LT on the 21<sup>st</sup> of December 1998. **The details of the properties are as follows: (under claim)**


PROPERTY	CURRENT OWNER	TITLE DEED	EXTENT (HECTARES)	ENDORSEMENT S/ENCUMBRANCES	HOLDER
<b>PAARDEPLAATS 623 LT</b>					
Portion 11 of the farm Paardeplaats 623 LT	Kruger Johannes Jakob	T42548/19 80	26.8997 H	K2228/1977S	No details
Portion 13 of the farm Paardeplaats 623 LT	Kruger Johannes Jakob	T21150/19 77	41.4325 H	K2228/1977S	No details

**Take further notice** that the Office of the Regional Land Claims Commissioner: Limpopo is investigating this claim. Any party that has an interest in the above-mentioned property is hereby invited to submit in writing within **90** days of publication of this notice, any comment, and/ or objection to this claim to the Regional Land Claims Commissioner at the addresses set out below under reference number **KRP 10901**.

**Take further notice** that a meeting of all interested parties will be convened upon publication of this notice, for the purpose of information sharing and outlining of the restitution process.

The office of the Regional Land Claims  
Commissioner: Limpopo  
Private Bag x9552  
POLOKWANE  
0700

Submission may also be delivered to:  
First Floor, 96 Kagiso House  
Corner Rissik & Schoeman Streets  
POLOKWANE  
0700



L H MAPHUTHA  
REGIONAL LAND CLAIMS COMMISSIONER  
DATE: 2018/04/19



## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 678

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED**

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act No. 22 of 1994, as amended, that a claim for Restitution of Land Rights has been lodged on Portion 59 of the farm Zebedielas 123 KS in the Lepelle-Nkumpi Local Municipality of Capricorn District Limpopo.

The land claim was lodged by Mr. Malesela Jonas Leolo as the originally dispossessed individual on the 20<sup>th</sup> December 1998 in terms of the Restitution of Land Rights Act, 1994 (Act No. 22 Of 1994), as amended. The claimant is now deceased and is being substituted by his wife Ms. Matshetlha Violet Leolo. In terms of Section (2)(3)(b) of the restitution Act of Land rights Act 22 of 1994 as amended state that if a natural person dies after lodging a claim but before the claim is finalized

The claimants were dispossessed from the claimed property in 1964 and have now opted for financial compensation in this matter, in terms of the Restitution of Land Rights Act, 1994 (Act No. 22 Of 1994), as amended.

**The property description is as follows:**

PROPERTY	CURRENT OWNER	TITLE DEED	EXTENT (Square metres )	MINERAL RIGHTS/SERVITUDES	HOLDER
A Portion of Portion 59 of Zebedielas Location 123 KS	Lepelle – Nkumpi Local Municipality	No details	1572.5 Sq.	No details	No details

Any party that has an interest in the above- mentioned property is hereby invited to submit in writing, within **14** days of publication of this notice, any comments, objections or information under reference number **KRP 10888** to :

The Regional Land Claims Commission: Limpopo  
Private Bag X 9552  
Polokwane  
0700

OR

Submission may also be delivered to  
First Floor, 96 Kagiso House  
Corner Rissik & Schoeman Streets  
Polokwane  
0700



**MAPHUTHA L.**  
**REGIONAL LAND CLAIMS COMMISSIONER**

DATE: 2018/06/18

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 679

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED**

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) as amended, that a claim for Restitution of Land Rights has been lodged on portion 32 of the farm Vlakfontein 453 JR situated within the Tshwane Metropolitan Municipality, Limpopo.

Note that the area under claim is a residential area. The claimant lost right of land on 55.5334 hectares on portion 32 of the farm Vlakfontein 453 JR. The claimant has opted for financial compensation as a form of redress as provided for by the Restitution of Land Rights Act, 1994 (Act NO. 22 of 1994) as amended.

Mr. Wire Magia lodged the land claim on behalf of his family on the property mentioned in the table below on the 28<sup>th</sup> of December 1998.

The following table depicts the property claimed by the above-mentioned person.


PROPERTY	CURRENT OWNER	TITLE DEED	EXTENT (HECTARES)	BONDS AND RESTRICTIVE CONDITIONS
Portion 32 of the farm Vlakfontein 453 JR	Provincial government of the province of Mpumalanga	T106267/2000	55.5334	None

**Take further notice** that the Office of the Regional Land Claims Commissioner: Limpopo is in a process of settling this land claim. Any party that has an interest in the above-mentioned property is hereby invited to submit in writing within 14 days of publication of this notice, any comment, and/ or objection to this land claim to the Office of the Regional Land Claims Commissioner: Limpopo at the addresses set out below under reference number **KRP: 4386**

**Office of the Regional Land Claims** Submissions may also be delivered to:

Commissioner: Limpopo  
Private Bag x9552  
POLOKWANE  
0700

First Floor, 96 Kagiso House  
Corner Rissik & Schoeman Streets  
POLOKWANE  
0700

  
**L.H. MAPHUTHA**  
**REGIONAL LAND CLAIMS COMMISSIONER: LIMPOPO**  
DATE: 2017/12/12



## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 680

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED.**

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act No. 22 of 1994, as amended, that a claim for Restitution of Land Rights has been lodged on the farms Lucasrust 256 KS, Matjesfontein 174 KS, Grysfontein 176 KS, Rietkolk 23 KS and Tweefontein 173 KS under Polokwane Local Municipality of Capricorn District Limpopo.

The land claim was lodged by Mr. Jacob Thaba on behalf of Mmatobole Community on the 11 November 1998 and it falls within the cutoff date of the 31<sup>st</sup> December 1998 in terms of the Restitution of Land Rights Act, 1994 (Act No. 22 Of 1994), as amended.

Mmatobole Community was dispossessed from the claimed properties from the year 1966 to 1982, and they are now residing at Ga-Maja, Ga-Molepo, Ga-chuene, Mashashane and Ga-Thaba village. The claimed properties are restorable therefore, the claimant's direct descendants have opted for land restoration in this matter, in terms of the Restitution of Land Rights Act, 1994 (Act No. 22 Of 1994), as amended.

The properties descriptions are as follows:

PROPERTY NAME	REGISTERED OWNER	TITLE DEED	EXTENT	ENCUMBRANCES
<b>TWEEFONTEIN 173 KS</b>				
Portion 0 (Remaining Extent) of the farm Tweefontein 173 KS	Khuvutlu Water & Cost Recovery Solutions CC	T65497/2012	642.1407 H	B43164/2012 B8783/2015 KS,128/1982RM KS2272/1983RM K4232/1984S K8411/1922RM
Portion 1 of the farm Tweefontein 173 KS	Masehela Machoene Vernica	T113869/2002	19.7972 H	KS,173,1
<b>MATJESFONTEIN 174 KS</b>				
The farm Matjesfontein 174 KS	Telsek Beleggings 1010 PTY LTD	T107795/1996	901.1160 H	B34603/2012 K30/1978S K3831/1985S
<b>GRYSFONTEIN 176 KS</b>				
The farm Grysfontein 176 KS	Telsek Beleggings 1010 PTY LTD	T107795/1996	291.7605 H	B34603/2012 KS,176
<b>LUCASRUST 256 KS</b>				
portion 0 (Remaining Extent) of the farm Lucasrust 256 KS	Telsek Beleggings 1010 PTY LTD	T14892/2002PTA	891.1046 H	B346032012PTA KS,256PTA
Portion 1 of the farm Lucasrust 256 KS	Mailula Matome Hendrick and Maphefo Rebecca	T46146/2016PTA	125.3662 H	KS,256,IPTA KS128/1982RMPTA K2893/1983MPTA K4811/1992RMPTA
<b>REITKOLK 23 KS</b>				



Portion 0 (Remaining Extent) of the farm Reitkolk 23 KS	MARE JACOB PHILIPPUS	T139389/2003PT A	909.5132H	B26841/2007/PTA B94598/2003PTA 1-7380/2013LGPTA 1-7381/2013/2013LGP TA KS,23PTA K3663/1996PTA
Portion 1(Remaining extent) of the farm Rietkolk 23 KS	MAPONYA MABITSELA ABNER	T31743/1997PTA	526.9956H	KS,23,1PTA KS3909,1984SPTA KS570/1975SPTA
Portion 4 (Remaining extent) of the farm Reitkolk 23 KS	TOIT ZACHARIAS JOCOBUS PRINSLOO DU	T145708/2002PT A	159.9816H	KS,23,4PTA
Portion 5 of the farm Reitkolk 23 KS	STEYN DOUW GERBRAND	T102266/2005PT A	29.4062H	KS,23,5PTA
Portion 6 of the farm Rietkolk 23 KS	COMPENDIUM HOUSE PTY LTD	T142780/2005PT A	144.9309H	B162742/2005PTA
Portion 7 of the farm Rietkolk 23 KS	JACOBOMA BOERDERY CC	T14411/2000PTA	162.7599H	KS,23,7PTA K2659/2000PTA VA2668/2000PTA VA2668/2000PTA
Portion 8 of the farm Rietkolk 23 Ks	STEYN DOUW GER BRAND	T102266/2005PT A	54.6225H	KS,23,8PTA
Portion 9 of the farm Rietkolk 23 Ks	BOOYZEN PIETER MOUTON	T72889/1998PTA	84.5661H	KS,23,9PTA K3675/1996SPTA
Portion 10 of the farm Rietkolk 23 Ks	MAPONYA MABITSELA ABNER	T31743/1997PTA	169.0223H	KS,23,10PTA
Portion 11 of the farm Rietkolk 23 Ks	LEWIS FAMILIE TRUST	T108379/2016PT A	269.7504H	B55190/2016PTA KS,23,11PTA
Portion 12 of the farm Rietkolk 23 Ks	JACOBOMA BOERDERY CC	T14411/2000PTA	52.8281H	KS,23,12PTA K1318/1998SPTA K2658/1996SPTA VA2668/2000PTA VA2668/2000PTA
Portion 13 of the farm Rietkolk 23 Ks	SCHOLTZ CYRIL DAVID	T19274/2014PTA	277.0395H	KS,23,13/2014PTA K3218/1996SPTA
Portion 15 of the farm Rietkolk 23 Ks	SANELO FAMILIE TRUST	T123001/2005PT A	81.3662H	KS,23,15PTA
Portion 16 of the farm Rietkolk 23 Ks	COMPENDIUM HOUSE PTY LTD	T142780/2005PT A	77.1419H	N/A
portion 17 of the farm Rietkolk 23 Ks	BOOYZEN PIETER MOUTON	T72889/1998PTA	42.8287H	KS,23,17PTA K3725/1996SPTA
Portion 18 of the farm Rietkolk 23 Ks	BOOYZEN PIETER MOUTON	T72889/1998PTA	38.5439H	KS,23,18PTA
Portion 21 of the farm Rietkolk 23 Ks	PAUL-JO INV PTY LTD	T14345/1971PTA	140.924H	KS,23,21PTA
Portion 23 of the farm Rietkolk 23 KS	SANELO FAMILIE TRUST	T123001/1993PT A	115.0422H	KS,23,23SPTA K419996SPTA FROM- R/E,PTA20&PTN22

Portion 24 of the farm Rietkolk 23 KS	KGOALE L ISAAC	T11062/1993PTA	361.4259H	KS,23,24SPTA VA6502/1993PTA
Portion 25 of the farm Rietkolk 23 KS	STEYN DOUW GERHARD	T48258/1996PTA	81.3662H	B47322/1996PTA B88455/1998PTA 1-11490/2011CPTA
Portion 26 of the farm Rietkolk 23 KS	TJALE BELEGGINGS PTY LTD	T3824/2005PTA	106.5913H	B2199/1999PTA B2198/1999PTA FROM- PTNS2&3,23,KS
Portion 30 of the farm Rietkolk 23 KS	COMPENDIUM HOUSE PTY LTD	T142782/2005PT A	169.0223H	B2198/1999PTA B2199/1999PTA KS,23,16PTA KS,23PTA K3663/1996SPTA
Portion 37 of the farm Rietkolk 23 KS	SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T60756/2011PTA		B47322/1996PTA B998PTA/1998PTA

Any party that has an interest in the above- mentioned property is hereby invited to submit in writing, within **14** days of publication of this notice, any comments, objections or information under reference number **KRP 11594** to :

**The Regional Land Claims OR**

Submission may also be delivered to  
**Commission: Limpopo**  
**Private Bag X 9552**  
**Polokwane**  
**0700**

**First Floor, 96 Kagiso House**  
**Corner Rissik & Schoeman Streets**  
**Polokwane**  
**0700**

  
**MAPHUTHA L.**  
**REGIONAL LAND CLAIMS COMMISSIONER: LIMPOPO**  
**DATE: 2018/06/08**



## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 681

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED**

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) as amended, that a claim for Restitution of Land Rights has been lodged on the farm Devonia 146 LS which is situated within the Molemole Local Municipality, Capricorn District, Limpopo.

Note that the area under claim is a commercial farm. The community lost right in land on 855.809 hectares of the farm Devonia 146 LS. The claimants have opted for land restoration as a form of redress as provided for by the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) as amended.

Kgoshi Matee Collin Leboha lodged a land claim on behalf of the Mamasonya tribe on the property mentioned in the table below before the cutoff date of 31 December 1998.

The following table depicts the property claimed by the above-mentioned person.

PROPERTY	CURRENT OWNER	TITLE DEED	EXTENT (HECTARE S)	BONDS AND RESTRICTIVE CONDITIONS
Devonia 146 LS	National Government of the Republic South Africa	T19056/1973	855.8097H	None

**Take further notice** that the Office of the Regional Land Claims Commissioner: Limpopo is in a process of settling this land claim. Any party that has an interest on the above-mentioned property is hereby invited to submit in writing within **14** days of publication of this notice, any comment, and/ or objection to this land claim to the Office of the Regional Land Claims Commissioner: Limpopo at the addresses set out below under reference number **KRP: 5454/69/1750**

**Office of the Regional Land Claims** Submissions may also be delivered to:

Commissioner: Limpopo  
Private Bag x9552  
POLOKWANE  
0700

First Floor, 96 Kagiso House  
Corner Rissik & Schoeman Streets  
POLOKWANE  
0700

  
L.H. MAPHUTHA

REGIONAL LAND CLAIMS COMMISSIONER: LIMPOPO

DATE: 2018/06/25

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 682

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED**

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) as amended, that a claim for Restitution of Land Rights has been lodged on the farm Welgevonden 85 KS which is situated within the Polokwane Local Municipality, Capricorn District, Limpopo.

Note that the area under claim is currently being utilized for residential purposes. The family lost right in land on 504.7615 hectares of the farm Welgevonden 85 KS. The claimant has opted for financial compensation as a form of redress is as provided for by the Restitution of Land Rights Act, 1994 (Act NO. 22 of 1994) as amended.

Barend Johannes Venter lodged a land claim on behalf of Ms. Carolina Petronella du Toit on the property mentioned in the table below before the cutoff date of 31 December 1998.

The following table depicts the property claimed by the above-mentioned person.

PROPERTY	CURRENT OWNER	TITLE DEED	EXTENT (HECTARE S)	BONDS AND RESTRICTIVE CONDITIONS
Welgevonden 85 KS	National Government of the Republic South Africa	T28669/1982	504.7615H	None

**Take further notice** that the Office of the Regional Land Claims Commissioner: Limpopo is in a process of settling this land claim. Any party that has an interest on the above-mentioned property is hereby invited to submit in writing within **14** days of publication of this notice, any comment, and/ or objection to this land claim to the Office of the Regional Land Claims Commissioner: Limpopo at the addresses set out below under reference number **KRP: 491**

**Office of the Regional Land Claims** Submissions may also be delivered to:

Commissioner: Limpopo  
Private Bag x9552  
POLOKWANE  
0700

First Floor, 96 Kagiso House  
Corner Rissik & Schoeman Streets  
POLOKWANE  
0700



**L.H. MAPHUTHA**  
**REGIONAL LAND CLAIMS COMMISSIONER: LIMPOPO**

DATE: 2018/06/18

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 683

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,  
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/2/D/998/0/0/5

CLAIMANT : Chief Montoeli Tyrone Tankie Lehana  
(On behalf of Batlokoa Tribe)

Elundini Local Municipality, Joe Gqabi District Municipality, Eastern Cape Province

PROPERTY DESCRIPTION	EXTENT OF LAND	TITLE DEED	CURRENT OWNER
1. Portion of Land in Erf 318 Mount Fletcher	1050.8158 hectares		Elundini Local Municipality
2. Pitseng farms:			
No.4,	4.2823 hectares	F15/257	Jeffrey Zibaya
No.31,	5.9957 hectares	R668/95	Timothy Kolisile Mbabo
No.16,	4.2827 hectares	T/DG127/17/7/81	Nozizwe Christina Maqungo
No. 28,	4.2827 hectares	TF28/28/11/90	Edith Nogcinikhaya Molefe
No.37,	2002 hectares		Victor Temba Gqola
No. 39,	2059 hectares		Owen Mbuyiselo Mrabalala
3. Castle Rock	10457.62 hectares		Department of Rural Development

DATE SUBMITTED : 11 September 1998

**ANY OTHER INTERESTED**

PARTY : Elundini Local Municipality

Has been submitted to the Regional Land Claims Commissioner for the Eastern Cape Province and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course.

Any person who has an interest in the above-mentioned land is hereby invited to submit, within fourteen (14) days from the publication of this notice, any comments/information to

**Office of the Regional Land Claims Commissioner : Eastern Cape  
Department of Rural Development and Land Reform**

**PO Box 1375**

**East London**

**5200**

**Tel : 043 700 6000**

**Fax : 043 743 3687**

  
**Mr. L.H. Maphutha**  
**Regional Land Claims Commissioner**



## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 684

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED**

Notice is hereby given in terms of Section 11(1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) as amended, that a claim for restitution of land rights has been lodged by the deceased Mr. Abdul Hamid Mosam in respect of the Remaining Extent of Erf 119, Potgieter Street, Nylstroom, located in the Modimolle Local Municipality, Waterberg District of Limpopo.

PROPERTY	OWNER	TITLE DEED NOTICE	EXTENT (sqm)	ENDORSEMENTS	HOLDER	CLAIMANT
Remaining Extent of Erf 119	Crucial Trade 90 (Pty Ltd)	T2172/2004	3821.0000	None	None	ABDUL HAMID MOSAM

The Commission on Restitution of Land Rights received a land claim lodged by the deceased Mr. Abdul Hamid Mosam on 26 December 1998. The Office is investigating this land claim. Any party that has an interest on the above-mentioned property is hereby invited to submit in writing, within **14 days** of publication of this notice, any comments or information or objection to the said notice under reference number KRP 7847 to:

**Submission may also be delivered to:**

**Office of the Regional Land Claims Commissioner: Limpopo**  
Private Bag X9552  
Polokwane  
0700

**First Floor, 96 Kagiso House**  
**Corner Rissik & Schoeman Streets**  
**Polokwane**  
**0699**



**LEBJANE MAPHUTHA**  
**REGIONAL LAND CLAIMS COMMISSIONER**

**DATE:** 2018/07/26

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 685

06 JULY 2018

**OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: LIMPOPO**

61 Biccard Street/96 Kagiso House Cnr. Rissik and Schoeman, Polokwane, 0700

Private Bag X9552, Polokwane, 0700

Tel: (015) 284 6300/287 2600 Fax No: (015) 295 7404/7403

**GAZETTE NOTICE****GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED**

Notice is hereby given in terms of Section 11(1) of the Restitution of Land Rights Act, (Act No. 22 of 1994), as amended, that a claim for Restitution of Land Rights has been lodged on Vlakfontein 806 MS, Middlefontein 803 MS, Newgate 802 MS, Minastone 804 MS and Sunnyside 807 MS, situated in Makhado Local Municipality, Vhembe District of Limpopo Province

On the 24<sup>th</sup> July 1998, Mr. Livhoyi Ndwakhulu Peter in his capacity as a chairperson of the Malimuwa land claims committee on behalf of Malimuwa Community.

On the 22 November 1998 Musandiwa Petrus "Charlie" Ramavhale, ID number 4001195415082 submitted a land claim in his capacity as on behalf of the other direct descendants of the originally dispossessed individual the late Ramavhale Malilimalo and Nyamakwarela Ramavhale and for other families who stayed with the Ramavhale family.

FARM NAME	PORTION NUMBER	OWNER	TITLE DEED	HECTARES	ENDORSEMENT / ENCUMBRANCE	HOLDER	CLAIMANT/S
MIDDELFontein 803 MS	0 (Remaining Extent)	NEL JACOBUS CHRISTOFFEL	T371/2006PTA	58.9938	B33669/2013PTA CONVERTED FROM PTA MS.803	FIRSTRAND BANK LTD	RAMAVHALE PC AND MALIMUWA COMMUNITY
	1	ROETS SUSARHA JOHANNA MAGARIETHA	T87358/2001PTA	36.3173	CONVERTED FROM PTA MS.803.1	-	RAMAVHALE PC AND MALIMUWA COMMUNITY

	2 (Remaining Extent)	PARALLEL PROP HOLDINGS PTY LTD	T43835/2016PTA	37,0681	B24549/2016PTA CONVERTED FROM PTA MS.803,2	V B S MUTUAL BANK	RAMAVHALE PC AND MALIMUWA COMMUNITY
	3 (Remaining Extent)	BREET COENRAAD CHRISTOFFEL ANDREAS	T70158/2005PTA	2,9704	B75995/2005PTA I-3290/2015ATPTA CONVERTED FROM PTA MS.803,3	FIRSTRAND BANK LTD 75304/2014	RAMAVHALE PC AND MALIMUWA COMMUNITY
	4	MAYTHAM GAIL MARGARET	T116202/2000PTA	74,0988	VA17766/2008PTA CONVERTED FROM PTA	MAYTHAM GAIL MARGARET	RAMAVHALE PC AND MALIMUWA COMMUNITY
	5	CHANGING TIDES 31 PTY LTD	T16878/2002PTA	44,1265	CONVERTED FROM PTA	-	RAMAVHALE PC AND MALIMUWA COMMUNITY
	6 (Remaining Extent)	NEL CHRISTOFFEL ANDRIES	T370/2006PTA	42,0906	I-10034/2008CPTA CONVERTED FROM PTA	-	RAMAVHALE PC AND MALIMUWA COMMUNITY
	7	SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T39088/2009PTA	51,000 SQM	CONVERTED FROM PTA	-	RAMAVHALE PC AND MALIMUWA COMMUNITY
	9	SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T54934/2008PTA	1327,000 SQM	CONVERTED FROM PTA	-	RAMAVHALE PC AND MALIMUWA COMMUNITY
	10	SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T59808/2008PTA	7359,000 SQM	CONVERTED FROM PTA	-	RAMAVHALE PC AND MALIMUWA COMMUNITY
	11	SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T39088/2009PTA	9559,000SQM	CONVERTED FROM PTA	-	RAMAVHALE PC AND MALIMUWA COMMUNITY
	12	SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T119838/2008PTA	409,000 SQM	I-10034/2008CPTA CONVERTED FROM PTA	-	RAMAVHALE PC AND MALIMUWA COMMUNITY
	13	SUID-AFRIKAANSE NASIONALE PADAGENTSAP LTD	T64176/2011PTA	1,1034	CONVERTED FROM PTA	-	RAMAVHALE PC AND MALIMUWA COMMUNITY
	14	MUSWOBI MPHATHELENI HAROLD	T56436/2013PTA	5,5950	CONVERTED FROM PTA	-	RAMAVHALE PC AND MALIMUWA COMMUNITY

NEWGATE 802 MS	0 (Remaining Extent)	ROETS SUSARHA JOHANNA MAGARIETHA	T87358/2001PTA	37.8858	K65/1938SPTA CONVERTED FROM PTA LG199/970-MS802-2/2/ MS.802	- - 970 -	MALIMUWA COMMUNITY
	1 (Remaining Extent)	SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T60133/2009PTA	40.6480	EX38/2009PTA CONVERTED FROM PTA MS.802, 1	- - -	MALIMUWA COMMUNITY
	2 (Remaining Extent)	MATIBE NTSHAVHENI PATRICK	T62364/2004PTA	7.7955	CONVERTED FROM PTA MS.802, 2	- -	MALIMUWA COMMUNITY
	3	*** NO LONGER EXISTS - SEE ENDORSEMENTS ***	-	17.1306	CONS-PTN10.802 MS CONVERTED FROM PTA MS.802, 3	- - -	MALIMUWA COMMUNITY
	4	SAUNDERS GILBERT ROY	T77965/2004PTA	2.8866	B64359/2004PTA 1-2873/2014A1PTA CONVERTED FROM PTA MS.802, 4	STANDARD BANK OF SOUTH AFRICA LTD 54192/2013 -	MALIMUWA COMMUNITY
	5	S A FLUID DIMENSIONS PTY LTD	T88148/2016PTA	8.5653	B45091/2016PTA CONVERTED FROM PTA MS.802, 5	S B GUARANTEE CO (RF) PTY LTD - -	MALIMUWA COMMUNITY
	6	MESSINA BORDER PROP PTY LTD	T123623/2007PTA	25.9958	VA121/2012PTA CONVERTED FROM PTA MS.802, 6	MESSINA BORDER PROP PTY LTD -	MALIMUWA COMMUNITY
	7 (Remaining Extent)	BELNORIA PROP INV PTY LTD	T93831/2002PTA	20.8566	B67101/2002PTA EX4/2015PTA CONVERTED FROM PTA MS.802, 7	ABSA BANK LTD - -	MALIMUWA COMMUNITY
	8 (Remaining Extent)	W & L MEINTJES TRUST	T74717/1998PTA	23.4594	B64161/1998PTA CONVERTED FROM PTA	ABSA BANK LTD -	MALIMUWA COMMUNITY

						MS,802, 8	-			MALIMUWA COMMUNITY
	9		*** NO LONGER EXISTS - SEE ENDORSEMENTS ***	-		5554.000 SQM		CONV-PTN10,802,MS CONVERTED FROM PTA MS,802, 9	- - - -	MALIMUWA COMMUNITY
	10		PORTHILL TRUST	T61709/2011PTA	17,5114			CONVERTED FROM PTA FROM-PTN3&9,802,MS MS,802, 10	- 9,802,MS -	MALIMUWA COMMUNITY
	13		SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T35542/2010PTA	4052.000 SQM			CONVERTED FROM PTA	-	MALIMUWA COMMUNITY
	14		SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T35542/2010PTA	1659.000 SQM			CONVERTED FROM PTA	-	MALIMUWA COMMUNITY
	15		SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T37584/2007PTA	1604.000 SQM			CONVERTED FROM PTA	-	MALIMUWA COMMUNITY
	16		SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD	T2418/2017	5567.000 SQM			N/A	-	MALIMUWA COMMUNITY
	17		SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T37584/2007PTA	142.000 SQM			CONVERTED FROM PTA	-	MALIMUWA COMMUNITY
	18		SUID-AFRIKAANSE NASIONALE PADAGENTSAP LTD	T69618/2008PTA	7745.000 SQM			CONVERTED FROM PTA	-	MALIMUWA COMMUNITY
	19		SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T32394/2009PTA	7201.000 SQM			CONVERTED FROM PTA	-	MALIMUWA COMMUNITY
	20		SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T32395/2009PTA	200.000 SQM			CONVERTED FROM PTA	-	MALIMUWA COMMUNITY
										MALIMUWA COMMUNITY
MINASTONE 804 MS	0 (Remaining Extent)	OPPIBERG BELEGGINGS PTY LTD	T90254/2016PTA	65,9974		VA3192/2011PTA CONVERTED FROM PTA LG573/963-MS804- 4/6/ MS,804	MANIER LENORE AUDREY - 963 -			MALIMUWA COMMUNITY
	1 (Remaining Extent)	*** NO LONGER EXISTS - SEE ENDORSEMENTS ***	-		800.000DUM			CONV-PTN10,804,MS CONVERTED FROM PTA MS,804,1	- - -	MALIMUWA COMMUNITY



14	*** NO LONGER EXISTS - SEE ENDORSEMENTS ***	-	4628.000 SQM	CONS-PTN16,804.MS CONVERTED FROM PTA MS.804,14	-	MALIMUWA COMMUNITY
15	*** NO LONGER EXISTS - SEE ENDORSEMENTS ***	-	8000.000 DUM	CONVERTED FROM PTA LG573/963-MS804-4/6/	963	MALIMUWA COMMUNITY
16 (Remaining Extent)	BOY KISBEY	T37153/2010PTA	3.5347	B23589/2010PTA EX37/2015PTA CONVERTED FROM PTA MS.804,16	S B GUARANTEE CO PTY LTD	MALIMUWA COMMUNITY
17	TELKOM S A LTD	T20093/1976PTA	1089.000SQM	CONVERTED FROM PTA MS.804,17	-	MALIMUWA COMMUNITY
18	MATADOR TRADING 1004 CC	T62253/2009PTA	25.4640	B39570/2009PTA CONVERTED FROM PTA	STANDARD BANK OF SOUTH AFRICA LTD	MALIMUWA COMMUNITY
19	MAVHUNGU AIFHELI TSHINAKAHO	T171330/2003P TA	37.0031	CONVERTED FROM PTA	-	MALIMUWA COMMUNITY
21	SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD	T13374/2016PTA	3539.000 SQM	CONVERTED FROM PTA	-	MALIMUWA COMMUNITY
23	SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T112267/2006P TA	3943.000 SQM	CONVERTED FROM PTA	-	MALIMUWA COMMUNITY
24	SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T33756/2011PTA	7262.000 SQM	CONVERTED FROM PTA	-	MALIMUWA COMMUNITY
26	SUID-AFRIKAANSE NASIONALE PADAGENTSAP LTD	T94993/2006PTA	212.000 SQM	CONVERTED FROM PTA	-	MALIMUWA COMMUNITY
27	SOUTH AFRICAN NATIONAL ROADS AGENCY LTD	T54134/2009PTA	1.7841	CONVERTED FROM PTA	-	MALIMUWA COMMUNITY
						MALIMUWA COMMUNITY
SUNNYSIDE 807 MS	PETER KNOTT INV TRUST	T13297/2000PTA	406.2689 H	K1652/1974SPTA VA8262/2015PTA CONVERTED FROM PTA MS.807	PETER KNOTT INV TRUST	MALIMUWA COMMUNITY
VLAKFONTEIN 806 MS	PHIL VIC FAMALIE TRUST	T61753/2015PTA	212.7225	B28639/2016PTA  K2821/1974SPTA K319/1973SPTA VA5306/2016PTA	LAND & AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA  POTGIETER PHILLIPUS JOHANNES	RAMAVHALE PC AND MALIMUWA COMMUNITY

							CONVERTED FROM PTA MS.806	- -		
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Take further notice that the Regional Land Claims Commission of the Limpopo is investigating this claim. Any party that has an interest in the above-mentioned properties are hereby invited to submit in writing, within 30 days of publication of this notice, any comment, objection or information under reference number KRP 11156 and 425

Take further notice that a meeting of all interested parties will convened within a period of 14 days of publication of this notice, for the purpose of information sharing and outlining of the restitution process.

**The Regional Land Claims Commission: Limpopo**  
**Private Bag X 9552**  
**Polokwane**  
**0700**

  
 MR. MAPHUTA L.H.

REGIONAL LAND CLAIMS COMMISSIONER

DATE: 2017/12/20



## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 686

06 JULY 2018

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED**

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act, Act No. 22 of 1994 as amended, that a claim for restitution of land rights has been lodged on the following properties: Willie 787 LT, Farrell 781 LT, Danie 789 LT, Selati Ranch 143 KT, Arundel 788 LT, Langalanga 141 KT, Koedoes rand 790 LT and Mazunga 142 KT situated within the Greater Ba Phalaborwa Local Municipality, Mopani District, Limpopo.

Mr. Nkoane Gideon Mashale lodged the claim on behalf of Baroka Ba Phasha-Nkoane Families/Lesolo La Baroka Trust on the following of the farms Willie 787 LT, Farrell 781 LT, Danie 789 LT, Selati Ranch 143 KT, Arundel 788 LT, Langalanga 141 KT, Koedoes rand 790 LT and Mazunga 142 KT before the cut-dated<sup>31<sup>st</sup></sup> of December 1998. **The details of the properties are as follows: (under claim)**

FARM NAME	OWNER	EXTENT/HECTARES	TITLE DEED
<b>ARUNDEL 788 LT</b>			
R/E of Arundel 788 LT	H L Hall & Sons Prop PTY LTD	1127.8372 H	T95164/1997
Portion 1 of Arundel 788 LT	Transnet LTD	2.0899 H	T349/1940
Portion 2 of Arundel 788 LT	Transnet LTD	1866.0000 SQM	T349/1940
Portion 3 of Arundel 788 LT	Pieter Ernst Familie Frust	561.3633 H	T72531/2009
Portion 4 of Arundel 788 LT	Nyala Lodge Share Block PTY LTD	999.8657 H	T26158/2006
Portion 7 of Arundel 788 LT	Big Five Game co PTY LTD	108.7946 H	T52082/2013
<b>WILLIE 787 LT</b>			
R/E of Willie 787 LT	Dunn Henry Brown	1027.9435 H	T571/1989
Portion 1 of Willie 787 LT consolidated to the farm La-France 833 LT	No details	293.0633 H	No details

Portion 2 of Willie 787 LT	Angetu Prop PTY LTD	26.8131 H	T116370/1998
R/E of Portion 3 of Willie 787 LT	Osmer Benjamin & Osmer Andrieske	0.000 SQM	T120893/1999
Portion 5 of Willie 787 LT	Dunn Henry Brown	1010.0201 H	T791889/2011
Portion 6 of Willie 787 LT	Klipspringer Logde CC	600.0034 H	T91890/2011
Portion 10 of Willie 787 LT	Elphinstone Rachel Johanna Emmarentia	66.7668 H	T98168/2007
<b>SELATI RANCH 143 KT</b>			
R/E of Selati Ranch 143 KT	Barberton Thatchers CC	1421.3179 H	T133263/2003
Portion 1 of Selati Ranch 143 KT consolidated to portion 6 of Selati Ranch 143 KT	No details	4361.1768 H	No details
Portion 2 of Selati Ranch 143 KT	Neuprop 1 CC	4.2827 H	T33472/2003
Portion 3 of Selati Ranch 143 KT	Transnet LTD	2.0286 H	T47610/1991
Portion 4 of Selati Ranch 143 KT consolidated to portion 6 of Selati Ranch 143 KT	No details	4204.1431 H	No details
R/E of Portion 6 of Selati Ranch 143 KT	Fourie Elizabeth Magdalena-Trustees	2570.6040H	T5754/1955 T40363/2000
Portion 7 of Selati Ranch 143 KT consolidated to portion 9 of Selati Ranch 143 KT	No details	4281.6519 H	No details
Portion 8 of Selati Ranch 143 KT consolidated to portion 9 of Selati Ranch 143 KT	No details	1713. 0640 H	No details



R/E of Portion 9 of Selati Ranch 143 KT	Pohl Stephanus Ross	3851.2221 H	T89180/1988
Portion 10 of Selati Ranch 143 KT	Stoman PTY LTD	483.9079 H	T34460/1985
Portion 11 of Selati Ranch 143 KT	John McCormick Family Trust	2536.6263 H	T116713/2006
Portion 12 of Selati Ranch 143 KT	Galvor INV PTY LTD	2475.6241 H	T85164/1996
Portion 14 of Selati Ranch 143 KT consolidated to portion 16 of Selati Ranch 143 KT	No details	2140.8260 H	No details
Portion 15 of Selati Ranch 143 KT consolidated to portion 16 of Selati Ranch 143 KT	No details	2.6778 H	No details
Portion 16 of Selati Ranch 143 KT	John McCormick Family Trust	2143.5038 H	T116705/2006
Portion 18 of Selati Ranch 143 KT	Akoppi Eiendoms beleggings PTY LTD	1421.3181 H	T133261/2003
Portion 19 of Selati Ranch 143 KT	Pebblerstone Prop 102 CC	1540.0858 H	T43597/2014
<b>FARRELL 781 LT</b>			
R/E of Portion 1 of Farrell 781 LT	Northern District Council	48.6206 H	G107/1971
Portion 2 of Farrell 781 LT consolidated or now is Gravelotte	No details	36.3349 H	No details
Portion 3 Farrell 781 LT	Transnet LTD	7551.0000 SQM	T36534/1974
Portion 4 Farrell 781 LT	Transnet LTD	2.0817 H	T36534/1974
R/E of portion 5 Farrell 781 LT	Northern District Council	63.8825 H	T7602/1978
Portion 7 Farrell 781 LT	Angetu Prop PTY LTD	351.5144 H	T116370/1998

Portion 8 Farrell 781 LT	P P Mare Boerdery PTY LTD	151.9259 H	T35531/1983
Portion 9 Farrell 781 LT	Republiek Van Suid Afrika	47.4170 H	T21922/1979
Portion 10 Farrell 781 LT	Northern District Council	120.9091 H	T7602/1978
Portion 11 Farrell 781 LT consolidated to Portion 13 Farrell 781 LT	No details	6573.0000 SQM	No details
Portion 12 Farrell 781 LT consolidated to Portion 13 Farrell 781 LT	No details	73.2306 H	No details
Portion 13 Farrell 781 LT consolidated or now is Gravelotte X1	No details	73.8879 H	No details
<b>MAZUNGA 142 KT</b>			
R/E of Mazunga 142 KT	Meintjes John	1542.5214 H	T34880/2014
Portion 1 of Mazunga 142 KT	J & L Fourie Trust	455.6750 H	T150145/2002
Portion 2 of Mazunga 142 KT	Coetzer Isabella Chrestena	499.8408 H	T103507/2003
Portion 3 of Mazunga 142 KT	Meintjes Johannes	499.8991 H	T33493/2003
<b>DANIE 789 LT</b>			
Remaining Extent of Danie 789 LT	Pedal trading 168 PTY LTD	1201.5604 H	T24795/2006
Portion 1 of Danie 789 LT consolidated to the farm La- France 833 LT	No details	1091.6333 H	T105212/1997
Portion 2 of Danie 789 LT consolidated to the farm Buffalo Ranch 834 LT	No details	200. 7434 H	T105214/1997
<b>LANGALANGA 141 KT</b>			
Portion 0 of the farm Langalanga 141 KT	John McCormick Family Trust	1880.8586 H	T131057/2007


KOEDOES RAND 790 LT			
Portion 0 of the farm Koedoes Rand 790 LT	H L Hall & Sons Prop PTY LTD	2747.2964 H	T95164/1997

**Take further notice** that the Office of the Regional Land Claims Commissioner: Limpopo is investigating this claim. Any party that has an interest in the above-mentioned property is hereby invited to submit in writing within **90** days of publication of this notice, any comment, and/ or objection to this claim to the Regional Land Claims Commissioner at the addresses set out below under reference number **KRP 1859**.

**Take further notice** that a meeting of all interested parties will be convened upon publication of this notice, for the purpose of information sharing and outlining of the restitution process.

The office of the Regional Land Claims Commissioner: Limpopo  
Private Bag x9552  
POLOKWANE  
0700

Submission may also be delivered to:  
First Floor, 96 Kagiso House  
Corner Rissik & Schoeman Streets  
POLOKWANE  
0700

  
L H MAPHUTHA  
REGIONAL LAND CLAIMS COMMISSIONER  
DATE: 2018/07/26



## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 687

06 JULY 2018

## GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994) AS AMENDED

Notice is hereby given in terms of Section 11(1) of the Restitution of Land Rights Act, 1994 Act No. 22 of 1994) as amended, that a claim for restitution of land rights has been lodged by MR. RAMORULA MARTIENS TLHABADIRA on behalf of the deceased MR SEDUKI TLHABADIRA in respect of Portion 1 and the Remaining Extent of the farm Waterval 267 KQ, located in the Lephalale Local Municipality, Waterberg District, Limpopo

PROPERTY	OWNER	TITLE DEED NOTICE	EXTENT (ha)	ENDORSEMENTS	HOLDER	CLAIMANT
PORTION 1 OF THE FARM WATerval 267 KQ	Nationale Parktrust Van Suid-Afrika KQ	T74496/1991PTA	1713.0640 H	KQ 267, 1 PTA K108/1991SPTA K1182/1999LPTA K3410/1991RMPTA	South African National Parks  Pula- Thaba Safaris PTY LTD	Ramorula Martiens Tlhabadira
REMAINING EXTENT OF THE FARM WATerval 267 KQ	C C G 108 INV PTY LTD	T3295/2001PTA	1708.0761 H	1-3148/2001CPTA KQ 267PTA K383/1973RMPTA VA247/2001PTA	None	Ramorula Martiens Tlhabadira

The Commission on Restitution of Land Rights herein after the Commission received a land claim lodged by MR.RAMORULA MARTIENS TLHABADIRA on behalf of the deceased MR SEDUKI TLHABADIRA on the 19 November 1998. The Office is investigating this land claim. Any party that has an interest on the above-mentioned properties is hereby invited to submit in writing, within 14 days of publication of this notice, any comments or information or objection to the said notice under reference number KRP 12327 to:

Submission may also be delivered to:

Office of the Regional Land Claims Commissioner: Limpopo

Private Bag X 9552

Polokwane

0700

First Floor, 96 Kagisho House  
Corner Rissik & Schoeman Street  
Polokwane  
0700

LEBJANE MAPHUTHA

REGIONAL LAND CLAIMS COMMISSIONER

DATE: 2018/02/26

## DEPARTMENT OF TRADE AND INDUSTRY

NO. 688

06 JULY 2018

**COMPANIES AND INTELLECTUAL PROPERTY COMMISSION  
COUNTERFEIT GOODS ACT (ACT NO 37 OF 1997)**

1. It is hereby made known for general information and comment that consideration is being given, for the purposes of the Counterfeit Goods Act (Act No 37 of 1997), to the possible:
- (a) Designation of the following warehouse facility as a counterfeit goods depot on a self-funding basis and

(b) Appointment of the under-mentioned person as the person in charge of the respective Depot:

Unit 124 C  
Dalmada Storage  
Smallholding 36/Part 1  
Almada  
**POLOKWANE**

Person in charge: CL Depot Pty Ltd (K 2017444627/07) with contact persons Corne Loots on 072 300 6409 or [corneloots@gmail.com](mailto:corneloots@gmail.com)

2. Interested parties are invited to:
- (a) Comment on the possible designation of the above-mentioned warehouse facility as a counterfeit goods depot and the appointment of the person in charge hereof within 12 days of the date of this publication and;
- (b) Apply for warehouse facilities to be designated as counterfeit goods depots on a self-funding basis.
3. Note should be taken of the provisions of sections 8, 9 and 17 of the Act regarding the responsibilities of the person designated to be in charge of the depot, the liability for damage or loss arising pursuant to the application of the Act and the general safekeeping requirements at the depot.
4. Comments can be forwarded to:

Name: Ms A J Lotheringen  
Designation: Senior Manager – Copyright and IP Enforcement CIPC  
Tel: (012) 394 1512  
Email: [ALotheringen@cipc.co.za](mailto:ALotheringen@cipc.co.za)

This gazette is also available free online at [www.gpwonline.co.za](http://www.gpwonline.co.za)

## DEPARTMENT OF TRADE AND INDUSTRY

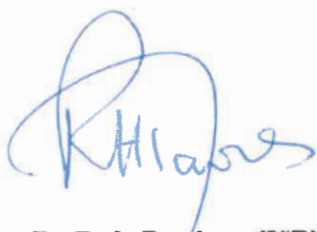
NO. 689

06 JULY 2018

**MERCHANDISE MARKS ACT, 1941(ACT 17 1941)****PROHIBITION ON THE USE OF THE SOUTH AFRICAN AIRWAYS LOGO**

I, Dr Rob Davies, Minister of Trade and Industry, following Notice 180 of 2018 published in Government Gazette No. 41473, hereby advertise a final notice in terms of section 15(1) of the Merchandise Marks Act 1941 that prohibits the use of the logo as depicted in **Annexure 1** or similar drawings which might cause confusion with any trade, business, profession or occupation or event, or in connection with any trade mark, mark or trade description applied to goods, save where the use thereof is by the authority of the South African Airways SOC Limited. Proprietors of identical or similar marks already in use will not be affected by this prohibition.

The prohibition of this logo / mark will be perpetual and absolute in nature.



**Dr Rob Davies, (MP)**  
**Minister of Trade and Industry**  
29 May 2018





SOUTH AFRICAN AIRWAYS

*on*biz

## DEPARTMENT OF TRADE AND INDUSTRY

NO. 690

06 JULY 2018

## MERCHANDISE MARKS ACT, 1941(ACT 17 1941)

THE PROHIBITION ON THE USE OF THE NATIONAL DEVELOPMENT PLAN 2030  
(NDP 2030) LOGO

I, Dr Rob Davies, Minister of Trade and Industry, following Notice 1574 of 2016 published in Government Gazette No. 40506, hereby advertise a final notice in terms of section 15(1)(b) of the Merchandise Marks Act 1941 that prohibits the use of words, device, logo, pictures and drawings as depicted in Annexure 1 or similar drawings which might cause confusion with any trade, business, profession or occupation or event, or in connection with any trade mark, mark or trade description applied to goods, save where the use thereof is by the authority of the Minister in the Presidency for Planning, Monitoring and Evaluation. Proprietors of identical or similar marks already in use will not be affected by this prohibition. The prohibition of this logo / mark will be perpetual and absolute in nature.



**Dr Rob Davies, (MP)**  
**Minister of Trade and Industry**  
15 December 2017



## DEPARTMENT OF TRADE AND INDUSTRY

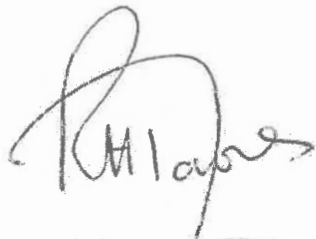
NO. 691

06 JULY 2018

**MERCHANDISE MARKS ACT, 1941 (ACT 17 1941)****PROHIBITION ON THE USE OF THE ZA CAP LOGO**

I, Dr Rob Davies, Minister of Trade and Industry, following Notice 179 of 2018 published in Government Gazette No. 41473, hereby advertise a final notice in terms of section 15(1) of the Merchandise Marks Act 1941 that prohibits the use of the logo as depicted in Annexure 1 or similar drawings which might cause confusion with any trade, business, profession or occupation or event, or in connection with any trade mark, mark or trade description applied to goods, save where the use thereof is by the authority of Mr John Gwetsa. Proprietors of identical or similar marks already in use will not be affected by this prohibition.

The prohibition of this logo / mark will be perpetual and absolute in nature.



**Dr Rob Davies, (MP)**  
**Minister of Trade and Industry**  
27 May 2018



## DEPARTMENT OF TRADE AND INDUSTRY

NO. 692

06 JULY 2018

**MERCHANDISE MARKS ACT, 1941(ACT 17 1941)****PROHIBITION ON THE USE OF THE EKURHULENI METROPOLITAN  
MUNICIPALITY LOGO**

I, Dr Rob Davies, Minister of Trade and Industry, following Notice 187 of 2018 published in Government Gazette No. 41473, hereby advertise a final notice in terms of section 15(1) of the Merchandise Marks Act 1941 that prohibits the use of the logo as depicted in Annexure 1 or similar drawings which might cause confusion with any trade, business, profession or occupation or event, or in connection with any trade mark, mark or trade description applied to goods, save where the use thereof is by the authority of the Ekurhuleni Metropolitan Municipality. Proprietors of identical or similar marks already in use will not be affected by this prohibition.

The prohibition of this logo / mark will be perpetual and absolute in nature.



**Dr Rob Davies, (MP)**  
**Minister of Trade and Industry**  
29 May 2018



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**GENERAL NOTICES • ALGEMENE KENNISGEWINGS**

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**DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES****NOTICE 368 OF 2018**

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**WINE INDUSTRY  
APPLICATION FOR THE AMENDMENT OF WINE EXPORT GENERIC PROMOTION  
STATUTORY LEVY**

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**NAMC REQUESTING COMMENTS / INPUTS FROM INDUSTRY ROLE PLAYERS**

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On 20 June 2018, the Minister of Agriculture, Forestry and Fisheries received a request from the wine industry, in terms of the Marketing of Agricultural Products Act (MAP Act), Act No 47 of 1996, for the amendment of the wine export generic promotion statutory levy.

The applicants for the proposed amendment of the statutory levy are SALBA (South African Liquor Brand owners' Association), who represents wine traders and Vinpro, who represents wine grape producers and wine cellars. The applicants therefore, represents the payers of the wine statutory levy.

Currently, the following statutory measures are applicable in the wine industry and will expire on 31 December 2021:

- Registration;
- Records & Returns; and
- Levies
  - o Information levy;
  - o Research and development levy (R&D levy);
  - o Wine export generic promotion levy (export levy) [*proposed amendment*]; and
  - o Empowerment and transformation levy (Transformation levy).

The requested amendment is only applicable on the export levy and it is proposed that the amendment be implemented from 1 January 2019 and lapse on 31 December 2021.

Furthermore, WOSA (Wines of South Africa) will continue to be responsible for the implementation of the requested amendment of the export levy.

The purpose and objective of the export levy is to promote SA wines on selected export markets and to improve the efficiency of the export process and to increase the profit margin for the industry for each focus market.



Payment of the export levy currently in place (and due to expire 31 December 2021):

<b>Bulk drinking wine</b>	<b>Packaged drinking wine</b>
cents per litre	cents per litre
2018: 11,24	2018: 14,18
2019: 12,07	2019: 15,24
2020: 12,96	2020: 16,38
2021: 13,92	2021: 17,61

Previously, the export levy was on bulk drinking and packaged drinking wine. The wine industry requested that these two categories be re-named into two new categories namely certified- and uncertified wine. The industry agreed to migrate the levy on certified bulk wine to the same level as certified packaged wine by 2025, thus, in future distinction will be made between certified export wine and uncertified export wine. Certified wine, whether exported in bulk or packaged, has a value benefit from their status as a wine of origin.

The proposed amendment of the export levy (for period 1 January 2019 to expire 31 December 2021):

<b>Bulk drinking wine</b>		<b>Packaged drinking wine</b>	
It is proposed that bulk drinking wine be divided into two categories (uncertified and certified) and that the payment of the levy be as follows:		It is proposed that packaged drinking wine be divided into two categories (uncertified and certified) and that the payment of the levy be as follows:	
<b>Uncertified bulk drinking wine</b>	<b>Certified bulk drinking wine</b>	<b>Uncertified packaged drinking wine</b>	<b>Certified packaged drinking wine</b>
Remains <b>unchanged</b>	Proposed <b>increase</b>	Proposed <b>reduction</b>	Remains <b>unchanged</b>
cents per litre	cents per litre	cents per litre	cents per litre
2019: 12,07	2019: 12,34	2019: 12,07	2019: 15,24
2020: 21,96	2020: 13,54	2020: 12,96	2020: 16,38
2021: 13,92	2021: 14,87	2021: 13,92	2021: 17,61

The MAP Act stipulates that a statutory levy may not exceed 5% of the price realised for a specific agricultural product at the first point of sale. The maximum of 5% must be based on a guideline price calculated as the average price at the first point of sale over a period not exceeding three years. The proposed guideline price is calculated as 516,82 cents per litre and the proposed export levy will be approximately 2,6% of the guideline price and the total levies collected in the wine industry, will be, approximately 3,8% of the guideline price.

The NAMC believes that the continuation of the proposed statutory levy is consistent with the objectives of the MAP Act (as set out in section 2 of the Act).

Directly affected groups (e.g. wine producers, wine traders and exporters of drinking wine) in the wine industry are kindly requested to submit any comments, in writing, regarding the proposed amendment of the statutory levy, to Mathilda van der Walt ([mathildavdw@namc.co.za](mailto:mathildavdw@namc.co.za) and/or fax 086 552 1572) on or before 20 July 2018, to enable the NAMC to finalise its recommendation to the Minister in this regard.

## DEPARTMENT OF ENERGY

## NOTICE 369 OF 2018

## NATIONAL ENERGY ACT, 2008


**PUBLISHED FOR PUBLIC COMMENT: DRAFT REGULATIONS FOR THE MANDATORY DISPLAY AND SUBMISSION OF ENERGY PERFORMANCE CERTIFICATES FOR BUILDINGS**

I, Jeff Radebe, Minister of Energy, in terms of section 19 of the National Energy Act, 2008 (Act No. 34 of 2008), hereby publish for public comment the draft Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings, to be made under section 19(1)(b) of the Act.

Interested persons and organisations are invited to submit within 60 days, written comments on the proposed Regulations for the attention of Xolile Mabusela in the Department of Energy, by-

- (a) Post to: Private Bag X 96, Pretoria, 0001;
- (b) Hand delivery to: Matimba House, 192 Visagie Street, Corner Visagie and Paul Kruger Streets; or
- (c) Email to [Lebogang.nkhwashu@energy.gov.za](mailto:Lebogang.nkhwashu@energy.gov.za) .

Kindly provide the name, address, telephone number, fax number and e-mail address of the person or organisation submitting the comment. Please note that comments received after the closing date may not be considered.

  
\_\_\_\_\_  
**JEFF RADEBE, MP**  
**Minister of Energy**

## SCHEDULE

### Definitions

1. In these Regulations, any word or expression to which a meaning has been assigned in the Act, shall have the meaning so assigned unless the context indicates otherwise and-

**“accounting officer”** for –

- (a) a national or provincial department mentioned in the first column of Schedule 1, 2 or 3 to the Public Service Act, 1994 (Proclamation 103 of 1994), means the officer who is the incumbent of the post bearing the designation mentioned in the second column of the said Schedule 1, 2 or 3 opposite the name of the relevant national or provincial department;
- (b) a municipality, means the municipal manager appointed in terms of section 82 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998);
- (c) a functionary or institution contemplated in the definition of 'organ of state', means the chairperson, head, chief executive officer, or equivalent officer, of that functionary or institution, or where such functionary is a natural person, to that natural person;

**“energy performance”** means net energy consumed in kilowatt hours per square metre per year (kWh/m<sup>2</sup>/a) to meet the different needs associated with the use of a building, which may include heating, hot water heating, cooling, ventilation and lighting but excluding measured or assessed energy consumed by garages, car parks and storage areas as well as energy consumed by outdoor services;

**“energy performance certificate”** means a certificate issued by an accredited body in respect of a building in accordance with SANS 1544 that indicates the energy performance of that building;

**“National Building Regulations”** means the National Building Regulations under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977) published by the Minister of Trade and Industry;

**“organ of state”** means an organ of state as defined in section 239 of the Constitution of the Republic of South Africa, 1996;

**“SANEDI”** means the South African National Energy Development Institute, established under section 7 of the Act;

**“SANS 1544”** means the South African National Standard SANS 1544: 2014 Energy performance certificates for buildings, published by the South African Bureau of Standards in terms of the Standards Act, 2008 (Act No. 8 of 2008); and

**“the Act”** means the National Energy Act, 2008 (Act No. 34 of 2008).

## **Objects of the Regulations**

2. The objects of these Regulations are to:

- (a) introduce mandatory requirements for the display of energy performance certificates in non-residential buildings; and
- (b) provide for the display and submission of energy performance certificates by organs of state and owners of buildings.

## **Application of the Regulations**

3. (1) The accounting officer of an organ of state, within two years of these Regulations coming into effect, must publically display an energy performance certificate at the entrance of a building that is owned, operated or occupied by that organ of state; provided that the building –



- (a) has a dominant occupancy classification in terms of Regulation A20 of the National Building Regulations as A1 (Entertainment and public assembly), A2 (Theatrical and indoor sport), A3 (Places of instruction), or G1 (Offices);
- (b) is in operation to meet a particular need associated with the use of the building for a period of 2 years or longer, and has not been subject to a major renovation within the past 2 years of operation; and
- (c) has a total net floor area of over 1000 m<sup>2</sup>.

(2) The owner of a building, other than that owned, operated or occupied by an organ of state as contemplated in subregulation (1), within two years of these Regulations coming into effect, must publically display an energy performance certificate at the entrance of that building; provided that the building –

- (a) has a dominant occupancy classification in terms of Regulation A20 of the National Building Regulations as A1 (Entertainment and public assembly), A2 (Theatrical and indoor sport), A3 (Places of instruction), or G1 (Offices);
- (b) is in operation to meet a particular need associated with the use of the building for a period of 2 years or longer, and which has not been subject to a major renovation within the past 2 years of operation; and
- (c) has a total net floor area of over 2000 m<sup>2</sup>.

#### **Compulsory submission of information and data**

4. (1) The accounting officer of an organ of state or the owner of a building other than those owned, operated or occupied by an organ of state must submit a certified copy of the energy performance certificate to SANEDI in respect of every building contemplated in regulation 3.

(2) An energy performance certificate shall be valid for a period not exceeding five (5) years from the date of issue.

(3) SANEDI must maintain a National Building Energy Performance Register, which must include the particulars of all valid building energy performance certificates.

#### **Short title and commencement date**

5. These Regulations are called the Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings and come into effect upon publication in the *Gazette*.

## DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

## NOTICE 370 OF 2018

**PROMOTION OF ACCESS TO INFORMATION ACT, 2000****DESCRIPTION SUBMITTED IN TERMS OF SECTION 15(1)**

I, Tshililo Michael Masutha, Minister of Justice and Correctional Services, hereby publish under section 15(2) of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), the descriptions submitted to me in terms of section 15(1) of the said Act by the –

**COUNCIL FOR MEDICAL SCHEMES**

As set out in the Schedule



**TSHILILO MICHAEL MASUTHA, MP (ADV)**

**MINISTER FOR JUSTICE AND CORRECTIONAL SERVICES**



REPUBLIC OF SOUTH AFRICA

**FORM D**  
**AUTOMATICALLY AVAILABLE RECORDS AND ACCESS TO SUCH RECORDS:**  
 (Section 15 of the Promotion of Access to Information Act, 2000 (Act 2 of 2000))  
 [Regulation 5A]

DESCRIPTION OF CATEGORY OF RECORDS AUTOMATICALLY AVAILABLE IN TERMS OF SECTION 15(1)(a) OF THE PROMOTION OF ACCESS TO INFORMATION ACT, 2000	MANNER OF ACCESS TO RECORDS (e.g. website) (SECTION 15(1)(b))
<b>FOR INSPECTION IN TERMS OF SECTION 15(1)(a)(i):</b>	
1. Medical Schemes mergers - Exposition Documents	Records may be viewed/accessed by visiting Council for
2. Medical Schemes Liquidations & Distribution Accounts	Medical Schemes Offices - Knowledge Centre
	Telephone: 012 431 0500
	Telephone: 012 431 0530
	<a href="http://www.medicalschemes.com">http://www.medicalschemes.com</a>
<b>FOR PURCHASING IN TERMS OF SECTION 15(1)(a)(ii):</b>	
1. Medical Schemes Rules	Records may be viewed/accessed by visiting Council for
2. Medical Schemes Annual Financial Statements	Medical Schemes Offices - Knowledge Centre
3. Medical Schemes Annual Statutory Returns	Telephone: 012 431 0530
	<a href="http://www.medicalschemes.com">http://www.medicalschemes.com</a>
<b>FOR COPYING IN TERMS OF SECTION 15(1)(a)(ii):</b>	
1. Medical Schemes Rules	Records may be obtained by visiting Council for Medical
2. Medical Schemes Annual Financial Statements	Schemes Offices
3. Medical Schemes Annual Statutory Returns	Tel: 012 431 0530
4. Research Reports and findings	<a href="http://www.medicalschemes.com">http://www.medicalschemes.com</a>
<b>AVAILABLE FREE OF CHARGE IN TERMS OF SECTION 15(1)(a)(iii):</b>	
1. List of Accredited Broker/Administrators, Managed Care Org	Records may be obtained by visiting Council for Medical
2. List of Registered Medical Schemes	Schemes Offices, alternatively from our website
3. Council for Medical Schemes Annual Report	<a href="http://www.medicalschemes.com">http://www.medicalschemes.com</a>
4. Medical schemes Act, and all amendments	Tel: 012 4310 0530
5. Circulars, Judgments & Appeals, manuals, CMS News	Fax: 012 431 0630



DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT  
NOTICE 371 OF 2018

**PROMOTION OF ACCESS TO INFORMATION ACT, 2000**

**DESCRIPTION SUBMITTED IN TERMS OF SECTION 15(1)**

I, Tshililo Michael Masutha, Minister of Justice and Correctional Services, hereby publish under section 15(2) of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), the descriptions submitted to me in terms of section 15(1) of the said Act by the –

**SOUTH AFRICAN POLICE SERVICE**

As set out in the Schedule



**TSHILOLO MICHAEL MASUTHA, MP (ADV)**  
**MINISTER FOR JUSTICE AND CORRECTIONAL SERVICES**

## CATEGORIES OF RECORDS AUTOMATICALLY AVAILABLE

DESCRIPTION OF CATEGORIES OF RECORDS AUTOMATICALLY AVAILABLE IN TERMS OF SECTION 15(1) OF THE PROMOTION OF ACCESS TO INFORMATION ACT, 2000	MANNER OF ACCESS TO RECORDS
<b>7.1 DESCRIPTION OF CATEGORIES OF RECORDS AUTOMATICALLY AVAILABLE FOR INSPECTION IN TERMS OF SECTION 15(1)(a)(i)</b>	
<b>ALL DIVISIONS AND COMPONENTS</b>	
<p>National Instructions (The following records are excluded:</p> <ul style="list-style-type: none"> <li>• training material;</li> <li>• training guidelines;</li> <li>• training manuals; or</li> <li>• records of which the disclosure may reasonably be expected to jeopardise the effectiveness of a testing, examining or auditing procedure or method used by the Service.</li> </ul> <p>The normal request procedure in terms of the Act is applicable when access to such records are requested.)</p>	<p>The records may be inspected at the relevant sub-section head on request in writing to the relevant divisional commissioner.</p>
<b>COMPONENT: CORPORATE COMMUNICATION HERITAGE SERVICES</b>	
<p>(1) All displays at the SAPS Heritage Services</p> <p>(2) Archival records at the SAPS Heritage Services (excluding records contained in dockets and personal information of persons or information that may be refused on the grounds of refusal provided for in the Act)</p>	<p>The records may be inspected at the office of the Curator, SAPS Heritage Services on request in writing to the Curator: Heritage Services, PO Box 4866, PRETORIA, 0001.</p>
<b>ALL DIVISIONS AND COMPONENTS</b>	
<p>Master Copy of the Filing System</p>	<p>The records may be inspected at the relevant division.</p>
<b>FINANCIAL MANAGEMENT: BUDGETS</b>	
<p>Estimates of National Expenditure — Department of Police</p>	<p>The records may be inspected at the office of the Section Head: Budgets on request in writing to Financial Management: Section Head: Budgets, Private Bag X 94, PRETORIA, 0001.</p>
<b>DIVISION: HUMAN RESOURCE UTILISATION</b>	
<b>EMPLOYMENT EQUITY</b>	
<p>National and Divisional Employment Equity Section 20 Plans and Section 21 Reports</p> <p>The Divisional, Provincial and Components Employment Equity Implementation Plans and Section 21 Quarterly Reports</p>	<p>The records may be inspected at the office of the Section Head: Employment Equity on request in writing to the relevant Divisional Commissioner: Human Resource Utilisation, Private Bag X 94, PRETORIA, 0001.</p>

<b>PERFORMANCE MANAGEMENT</b>	
(1) Performance Management Systems for the Service (excluding personal information of persons and information that may be refused on the grounds of refusal provided for in the Act)	(1) The records may be inspected at the office of the Component Head: Performance Management on request in writing to the Divisional Commissioner: Human Resource Utilisation, Private Bag X 94, PRETORIA, 0001
<b>DIVISION: OPERATIONAL RESPONSE SERVICES</b>	
Records consisting of general correspondence (excluding personal information of persons and information that may be refused on the grounds of refusal provided for in the Act) relating to: Peace Keeping	The records may be inspected at the office of Operational Response Services, between 07:30 and 16:00 on request in writing to the Divisional Commissioner: Operational Response Services, Private Bag X 30, SUNNYSIDE, 0132.
<b>DEPUTY NATIONAL COMMISSIONER: MANAGEMENT ADVISORY SERVICES</b>	
Job Evaluation (excluding personal information of persons and information that may be refused on the grounds of refusal provided for in the Act): <ul style="list-style-type: none"> <li>• Job evaluation reports</li> <li>• Panel results</li> </ul>	The records may be inspected at the office of the Section Head: Organizational Corporate and Design, Management Advisory Services on request in writing to the Head: Management Advisory Services, Private Bag X 94, PRETORIA, 0001.
<b>DIVISION: PERSONNEL MANAGEMENT</b>	
<b>PROMOTION SERVICES AND REWARD SYSTEMS</b>	
Records relating to Incentive and Reward Schemes (excluding personal information of persons and information that may be refused on the grounds of refusal provided for in the Act)	The records may be inspected at the office of the Section Head: Promotion Services and Reward Systems on request in writing to the Divisional Commissioner: Personnel Management, Private Bag X 94, PRETORIA, 0001.
<b>DIVISION: SUPPLY CHAIN MANAGEMENT</b>	
General conditions and procedures	The records may be inspected at Supply Chain Management on request in writing to the Divisional Commissioner: Supply Chain Management, Private Bag X 254, PRETORIA, 0001.
<b>DIVISION: VISIBLE POLICING</b>	
<b>FIREARMS, LIQUOR AND SECOND-HAND GOODS CONTROL</b>	
Consideration Policy 1994	The records may be inspected at the office of the Head: Firearms, Liquor and Second-hand Goods Control on request in writing to the Head: Central Firearm Control Register, Private Bag X 811, PRETORIA, 0001.

<b>PARTNERSHIP POLICING SECTOR POLICING</b>	
Records relating to — (1) Partnership Policing <ul style="list-style-type: none"> <li>• Police Community Projects</li> <li>• Policy Framework and Guidelines on Community Policing</li> </ul> (2) Sector Policing <ul style="list-style-type: none"> <li>• Pilot Projects</li> </ul>	The records may be inspected at the office of Visible Policing on request in writing to the Divisional Commissioner: Visible Policing, Private Bag X 540, PRETORIA, 0001.
<b>FLYING SQUAD</b>	
Records consisting of general correspondence (excluding personal information of persons and information that may be refused on the grounds of refusal provided for in the Act) relating to: (1) Police Emergency Services <ul style="list-style-type: none"> <li>• Flying Squad or Highway Patrol</li> <li>• 10111 Centres</li> </ul>	The records may be inspected at the office of Visible Policing, between 07:30 and 16:00 on request in writing to the Divisional Commissioner: Visible Policing, Private Bag X 540, PRETORIA, 0001.
(2) Community Services (3) Accident Combating (4) Specialised Uniform Support <ul style="list-style-type: none"> <li>• Hostage Negotiation</li> <li>• Divers</li> <li>• Water Wing</li> <li>• Disaster Management</li> </ul> (5) Equestrian (6) Dogs	
<b>7.2 DESCRIPTION OF CATEGORIES OF RECORDS AUTOMATICALLY AVAILABLE FOR PURCHASING IN TERMS OF SECTION 15(1)(a)(ii)</b>	
<b>ALL DIVISIONS</b>	
Legislation (bills, acts, regulations, proclamations and Government Notices)	Copies of legislation can be purchased at Government Printers at the cost determined by the Government Printers
<b>DIVISION: SUPPLY CHAIN MANAGEMENT</b>	
<b>PROCUREMENT AND INVENTORY MANAGEMENT</b>	
State Tender Bulletins	Published weekly by the State Tender Board and can be purchased at the State Tender Board at the cost determined by the State Tender Board.

**7.3 DESCRIPTION OF CATEGORIES OF RECORDS AUTOMATICALLY AVAILABLE FOR COPYING IN TERMS OF SECTION 15(1)(a)(ii)**  
(on payment of the fees prescribed in Part II of Annexure A of the Regulations regarding the Promotion of Access to Information, 15 February 2002)

**ALL DIVISIONS AND COMPONENTS**

<p>(1) Policy Documents and National Instructions (The following records are excluded:</p> <ul style="list-style-type: none"> <li>• training material;</li> <li>• training guidelines;</li> <li>• training manuals; or</li> <li>• records of which the disclosure may reasonably be expected to jeopardise the effectiveness of a testing, examining or auditing procedure or method used by the Service.</li> </ul> <p>The normal request procedure in terms of the Act is applicable when access to such records is requested.)</p>	<p>(1) The records may be obtained on request in writing addressed to the relevant section head or the relevant divisional commissioner.</p>
<p>(2) Collective Agreements</p>	<p>(2) The records may be obtained on request in writing addressed to the Section Head: Labour Relations, Human Resource Utilisation, Private Bag X 94, PRETORIA, 0001.</p>

<p>(3) <b>ACCIDENT REPORT (NEW OR OLD REPORTS): COPY OR PHOTOCOPY</b></p> <p><i>Note that —</i> with the term “copy” is meant where reproduction is done manually; a copy of a completed accident report will only be furnished to the authorised person;</p> <p>when a request is received in writing from the Road Accident Fund, provincial hospitals or ambulance services from provincial hospitals, they are regarded as public bodies or institutions who are entitled to immediately receive a copy of an accident report free of charge.</p>	<p>(3) if the record is still in the possession or under control of the Service, the records may be obtained by the <b>authorised</b> person on request in writing on the prescribed request form or the SAPS 512(n) addressed to the relevant office of the Service.</p> <p><i>Note that —</i> The following persons are deemed to be authorised persons:</p> <ul style="list-style-type: none"> <li>(a) an involved party in the accident (eg driver, passenger, pedestrian, cyclist, owner of the vehicle, owner of the animal involved in the accident, etc) if he or she can prove that he or she is an involved party;</li> <li>(b) any private ambulance service, medical service provider, emergency service or towing service that provided such a service to a party involved in an accident, if such private service can provide written proof that such service was rendered; or</li> <li>(c) a person who is not an involved party or the private ambulance service, medical service provider, emergency service or towing service referred to above, only if he or she has written permission or authority of an involved party (eg an attorney who provides the relevant power of attorney to act on behalf of the person).</li> </ul>
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<b>CORPORATE COMMUNICATION: HERITAGE SERVICES</b>	
Archival records and photo's at Heritage Services (excluding records contained in dockets and personal information of persons or information that may be refused on the grounds of refusal provided for in the Act)	The records may be obtained on request in writing addressed to the Curator, SAPS Heritage Services, PO Box 4866, Pretoria, 0001.
	The records may be obtained from the relevant division.
<b>FINANCIAL MANAGEMENT: BUDGETS</b>	
Estimates of National Expenditure — Department of Police	The records may be obtained on request in writing addressed to Financial Management and Administration, Section Head: Budgets, Private Bag X 94, PRETORIA, 0001.



<b>DIVISION: FORENSIC SERVICES</b>	
Only Photographs and Identikits released by the Service and published by the media	The records may be obtained from the Forensic Services on request in writing addressed to the Head: Forensic Services, SAPS Head Office, Private Bag X 322, PRETORIA, 0001.
<b>DIVISION: HUMAN RESOURCE UTILISATION</b>	
<b>EMPLOYMENT EQUITY</b>	
National and Divisional Employment Equity Section 20 Plans and Section 21 Report	The records may be obtained on request in writing addressed to the Divisional Commissioner: Human Resource Utilisation, Employment Equity at Private Bag X 94, PRETORIA, 0001.
<b>COMPENSATION MANAGEMENT</b>	
Human Resource Utilisation Project Centre Project Reports	Projects funded by government can be provided to public on request in writing addressed to the Divisional Commissioner: Human Resource Utilisation, Compensation Management at Private Bag X 94, PRETORIA, 0001.
<b>PERFORMANCE MANAGEMENT</b>	
<p>(1) Certain records (excluding personal information of persons and information that may be refused on the grounds of refusal provided for in the Act) relating to — Performance management systems:</p> <ul style="list-style-type: none"> <li>• Projects</li> <li>• Project names</li> <li>• Project plans</li> <li>• Project budgets</li> <li>• Project status reports</li> <li>• Project and programme operating manuals</li> <li>• Project and programme functions and activities</li> <li>• Programme Management Board activities</li> </ul>	<p>(1) The records may be obtained from the office of the Component Head: Performance Management on request in writing addressed to Divisional Commissioner: Human Resource Utilisation, SAPS, Head Office, Private Bag X 94, PRETORIA, 0001.</p>
<ul style="list-style-type: none"> <li>• Project and programme registered users</li> <li>• Number of registered project centres</li> </ul>	

<b>DIVISION: OPERATIONAL RESPONSE SERVICES</b>	
<b>SECTION HEAD: AIR WING</b>	
Certain records relating to — (1) Monthly successes achieved (2) Policy and minimum requirements for appointment as pilot and crew	The records may be obtained on request in writing addressed to the Section Head: Air Wing Response Services, Private Bag X30, SUNNYSIDE, 0132
<b>OPERATIONAL INFORMATION MANAGEMENT CENTRE</b>	
Records (excluding personal information of persons and information that may be refused on the grounds of refusal provided for in the Act) relating to certain parts of — (1) Policy on: • Crowd Management • National Intervention Unit • Borderline Police • Air Wing • Specialized Skills Development • Special Task Force (2) Crowd Management Incidents (3) Successes of: • Crowd Management • National Intervention Unit • Borderline Police • Air Wing • Specialized Skills Development • Special Task Force (4) Peace Keeping	The records may be obtained on request in writing addressed to the Deputy Information Officer: Operational Response Services, Private Bag X 30, SUNNYSIDE, 0132.
<b>RECRUITMENT AND STAFFING</b>	
Records (excluding personal information of persons and information that may be refused on the grounds of refusal provided for in the Act) relating to appointment requirement of appointments of personnel on salary level 1-12 and/or salary bands A –MMS	The records may be obtained on request in writing addressed to the Section Head: Recruitment And Staffing, Private Bag X 94, PRETORIA, 0001.
<b>SENIOR MANAGEMENT APPOINTMENTS</b>	
Records (excluding personal information of persons and information that may be refused on the grounds of refusal provided for in the Act) relating to appointment requirement of appointments of personnel on salary level 13 and up and/or salary bands on SMS	The records may be obtained on request in writing addressed to the Sub-section Head: Senior Management Appointments, Private Bag X 986, PRETORIA, 0001.
<b>DIVISION: SUPPLY CHAIN MANAGEMENT</b>	
General conditions and procedures	The records may be obtained from Supply Chain Management on request in writing addressed to the Divisional Commissioner: Supply Chain Management, Private Bag X 254, PRETORIA, 0001.



<b>COMPONENT: STRATEGIC MANAGEMENT</b>	
<p>Although the following records are available free of charge on the Web page of the Service, it may be photocopied on request:</p> <p>(1) Annual Report for the South African Police Service</p> <p>(2) Strategic Plan for the South African Police Service</p> <p>Annual Performance Plan for the South African Police Service</p>	<p>The records may be obtained on request in writing addressed to the Head: Strategic Management, Private Bag X 94, Pretoria, 0001.</p>
<b>DIVISION: FINANCIAL MANAGEMENT AND ADMINISTRATION</b>	
<b>DOCUMENT CENTRE MANAGEMENT : ARCHIVES AND REGISTRY</b>	
Master Copy of the Filing System	The records may be obtained from the relevant division.
<b>COMPONENT: STRATEGIC MANAGEMENT</b>	
<p>Although the following records are available free of charge on the Web page of the Service, it may be photocopied on request:</p> <p>(1) Annual Report for the South African Police Service</p> <p>(2) Strategic Plan for the South African Police Service</p> <p>Annual Performance Plan for the South African Police Service</p>	<p>The records may be obtained on request in writing addressed to the Head: Strategic Management, Private Bag X 94, Pretoria, 0001.</p>
<b>COMPONENT: ORGANIZATIONAL DEVELOPMENT</b>	
<p>Job Evaluation (excluding personal information of persons and information that may be refused on the grounds of refusal provided for in the Act) :</p> <ul style="list-style-type: none"> <li>• Pre-interview questionnaire</li> <li>• Results of Job evaluation</li> <li>• Panel results</li> </ul>	<p>The records may be obtained from the office of the Section Head: Organizational Corporate and Design, Organizational Development on request in writing to the Head: Organizational Development, Private Bag X 94, PRETORIA, 0001.</p>
<b>DIVISION: VISIBLE POLICING</b>	
<b>PARTNERSHIP POLICING</b>	
<b>SECTOR POLICING</b>	
<p>Records relating to (excluding personal information of persons and information that may be refused on the grounds of refusal provided for in the Act) -</p> <p>(1) Partnership Policing</p> <ul style="list-style-type: none"> <li>• Police Community Projects</li> <li>• Policy Framework and Guidelines on Community Policing</li> </ul> <p>(2) Sector Policing</p> <ul style="list-style-type: none"> <li>• Pilot Projects</li> </ul>	<p>The records may be obtained from the office of Visible Policing on request in writing addressed to the Divisional Commissioner: Visible Policing, Private Bag X 540, PRETORIA, 0001.</p>

SOCIAL CRIME PREVENTION	
(1) Making South Africa Safe Manual (2) Environmental Design Manual (3) Communication Materials on Domestic Violence (4) Communication Materials on Victim Empowerment	The records may be obtained from the office of Visible Policing on request in writing addressed to the Divisional Commissioner: Visible Policing, Private Bag X 540, PRETORIA, 0001.
(5) Communication Materials on rape and Sexual offences (6) Promising Crime Prevention Practices in South Africa (7) National Rural Victims of Crime Survey (8) Guidelines: Drug and Substance Abuse	
VISIBLE POLICING	
Certain records (excluding personal information of persons and information that may be refused on the grounds of refusal provided for in the Act) relating to General Correspondence with regard to: (1) Police Emergency Services <ul style="list-style-type: none"> <li>• Flying Squad or Highway Patrol</li> <li>• 10111 Centres</li> </ul> (2) Community Services (3) Accident Combating (4) Specialised Uniform Support <ul style="list-style-type: none"> <li>• Hostage Negotiation</li> <li>• Divers</li> <li>• Water Wing</li> <li>• Disaster Management</li> </ul>	The records may be obtained from the office of Visible Policing on request in writing addressed to the Divisional Commissioner: Visible Policing, Private Bag X 540, PRETORIA, 0001.
7.4 DESCRIPTION OF CATEGORIES OF RECORDS AUTOMATICALLY AVAILABLE FREE OF CHARGE IN TERMS OF SECTION 15(1)(a)(iii)	
All DIVISIONS	
(1) A copy of a — (a) <b>suspect's own statement contained in an open docket; or</b> (b) <b>victim's or complainant's own statement contained in an open docket.</b>	The request by the suspect / victim / complainant for a copy of his or her own statement, must be in writing and addressed to the relevant investigating officer.  <b><i>Take note: such a copy will only be automatically available to the relevant suspect / victim / complainant or his or her representative (such representative must attach documentary proof of capacity to act on behalf of such person).</i></b>
(2) The information or topics as available on the Web site of the Service	(2) Available on the Web page of the Service at <a href="http://www.saps.gov.za">www.saps.gov.za</a>

## KATEGORIEË VAN REKORDS WAT OUTOMATIES BESKIKBAAR IS

<b>BESKRYWING VAN KATEGORIEË VAN REKORDS WAT INGEVOLGE ARTIKEL 15(1) VAN DIE WET OP DIE BEVORDERING VAN TOEGANG TOT INLIGTING, 2000 OUTOMATIES BESKIKBAAR IS</b>	<b>WYSE WAAROP TOEGANG TOT REKORDS VERKRY KAN WORD</b>
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### 7.1 BESKRYWING VAN KATEGORIEË VAN REKORDS WAT INGEVOLGE ARTIKEL 15(1)(a)(i) OUTOMATIES VIR INSPEKSIE BESKIKBAAR IS

#### ALLE AFDELINGS EN KOMPONENTE

<p><b>Nasionale Instruksies</b> (Die volgende rekords is uitgesluit:</p> <ul style="list-style-type: none"> <li>• opleidingsmateriaal;</li> <li>• opleidingsriglyne;</li> <li>• opleidingshandleidings; of</li> <li>• rekords ten opsigte waarvan daar redelikerwys verwag kan word dat die openbaarmaking van die rekord die doeltreffendheid van 'n toets-, ondersoek- of ouditeringsprosedure of -metode wat deur die Diens gebruik word, in gevaar sal stel.</li> </ul> <p>Die normale versoek prosedure ingevolge die Wet is van toepassing wanneer toegang tot sodanige rekords versoek word.)</p>	<p>Die rekords by die betrokke subseksiehoof geïnspekteer word deur skriftelik by die betrokke afdelingskommissaris daarvoor aansoek te doen.</p>
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#### KOMPONENT: KORPORATIEWE KOMMUNIKASIE: ERFENISDIENSTE

<p>(1) Alle uitstallings by Erfenisdienste: SAPD</p> <p>(2) Argiefrekords by Erfenisdienste: SAPD (behalwe rekords wat in dossiere vervat is en persoonlike inligting van persone of inligting wat nie verstrek mag word nie, op grond van die feit dat toegang tot sekere inligting ingevolge die gronde van weiering ingevolge die Wet geweier mag word)</p>	<p>Die rekords kan op versoek by die kantoor van die Kurator, Erfenisdienste: SAPD, geïnspekteer word deur skriftelik daarvoor aansoek te doen by die Kurator: Erfenisdienste, Posbus 4866, PRETORIA, 0001.</p>
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#### ALLE AFDELINGS EN KOMPONENTE

#### DOKUMENT SENTRUM BESTUUR:

Meesterkopie van die Lêerstelsel	Die rekords kan by die relevante afdeling, geïnspekteer word.
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<b>FINANSIËLE DIENSTE: BEGROTINGS</b>	
Begrotings van Nasionale Uitgawes — Departement van Polisie	Die rekords kan by die kantoor van die Bestuurder: Begrotings geïnspekteer word deur skriftelik daarvoor aansoek te doen by die Seksiehoof: Begrotings, Finansiële en Administrasiedienste, Privaatsak X 94, PRETORIA, 0001.
<b>AFDELING: MENSLIKE HULPBRON BENUTTING</b>	
<b>GELYKHEIDSBESTUUR</b>	
Diensbillikheid: Nasionale en Afdelingsvlak (Planne ingevolge artikel 20 en verslae ingevolge artikel 21)  Die Afdelings-, Provinsiale en Komponentsvlak Implementeringsplanne en Artikel 21 Kwartaalverslae	Die rekords kan by die betrokke Afdelingskommissaris se kantoor en Bestuurders: Gelykheidsbestuur geïnspekteer word deur skriftelik daarvoor by die Afdelingskommissaris: Menslike Hulpbron Benutting: Privaatsak X 94, PRETORIA, 0001, aansoek te doen.
<b>PRESTASIEBESTUUR</b>	
Prestasiebestuurstelsels vir die Diens (behalwe persoonlike inligting van persone en inligting wat geweier kan word op grond van die weiering ten opsigte waarvan daar in die Wet voorsiening gemaak word)	Die rekords kan by die kantoor van die Komponentshoof: Prestasiebestuur geïnspekteer word deur skriftelik daarvoor aansoek te doen by die Afdelingskommissaris: Menslike Hulpbron Benutting, Privaatsak X 94, PRETORIA, 0001.
<b>AFDELING: OPERASIONELE REAKSIEDIENSTE</b>	
Rekords bestaande uit algemene korrespondensie (behalwe persoonlike inligting van persone en inligting wat geweier kan word op grond van die weiering ten opsigte waarvan daar in die Wet voorsiening gemaak word) van: Vredeshandhawing	Die rekords kan van 07:30 tot 16:00 by die kantoor van Operasionele Reaksiedienste geïnspekteer word deur skriftelik daarvoor aansoek te doen by die Afdelingskommissaris: Operasionele Reaksiedienste, Privaatsak X 30, SUNNYSIDE, 0132.
<b>ADJUNK NASIONALE KOMMISSARIS: ORGANISATORIESE ONTWIKKELING</b>	
Posevaluering (behalwe persoonlike inligting van persone en inligting wat geweier kan word op grond van die weiering ten opsigte waarvan daar in die Wet voorsiening gemaak word): • Posevalueringsverslae • Paneelbeslissings	Die rekords kan by die kantoor van die Seksiehoof: Organisasoriese Korporatief en Ontwerp, Organisasoriese Ontwikkeling geïnspekteer word deur skriftelik daarvoor aansoek te doen by die Die Hoof: Organisasoriese Ontwikkeling, Privaatsak X94, PRETORIA, 0001.
<b>AFDELING: PERSONEELBESTUUR</b>	
<b>BEVORDERINGSDIENSTE EN VERGOEDINGSSISTEME</b>	
Rekords ten opsigte van die Aansporings- en Beloningskema (behalwe persoonlike inligting van persone en inligting wat geweier kan word op grond van die weiering ten opsigte waarvan daar in die Wet voorsiening gemaak word)	Die rekords kan by die kantoor van die Seksiehoof: Bevorderingsdienste en Vergoedingssisteme, geïnspekteer word deur skriftelik daarvoor aansoek te doen by die Afdelingskommissaris: Personeelbestuur, Privaatsak X 94, PRETORIA, 0001.



<b>AFDELING: VOORSIENINGSLYNBESTUUR</b>	
Algemene voorwaardes en prosedures	Die rekords kan by Voorsieningslynbestuur geïnspekteer word deur skriftelik daarvoor aansoek te doen by die Afdelingskommissaris: Voorsieningslynbestuur, Privaatsak X 254, PRETORIA, 0001.
<b>AFDELING: SIGBARE POLISIËRING</b>	
<b>VUURWAPENS, DRANK EN TWEDEHANDSE GOEDERE KONTROLE</b>	
Beleid oor die oorweging van aansoeke om vuurwapenlisensies, 1994	Die rekords kan by die kantoor van die Hoof: Vuurwapens, Drank en Tweedehandse Goedere Kontrole, geïnspekteer word deur skriftelik daarvoor aansoek te doen by die Hoof: Sentrale Vuurwapenbeheerregister, Privaatsak X 811, PRETORIA, 0001.
<b>VENNOOTSKAPSPOLISIËRING SEKTORPOLISIËRING</b>	
Rekords ten opsigte van — (1) Vennootskapspolisiëring <ul style="list-style-type: none"> <li>• Die Polisie se Gemeenskapsprojekte</li> <li>• Beleidsraamwerk en riglyne vir gemeenskaps-polisiëring</li> </ul> (2) Sektorepolisiëring <ul style="list-style-type: none"> <li>• Loodsprojekte</li> </ul>	Die rekords kan by die kantoor van die Hoof: Sigbare Polisiëring, geïnspekteer word deur skriftelik daarvoor aansoek te doen by die Afdelingskommissaris: Sigbare Polisiëring, Privaatsak X 540, PRETORIA, 0001.
<b>BLITSPATROLLIE</b>	
Rekords bestaande uit algemene korrespondensie (behalwe persoonlike inligting van persone en inligting wat geweier kan word op grond van die weiering ten opsigte waarvan daar in die Wet voorsiening gemaak word) van: <ul style="list-style-type: none"> <li>(1) Die Polisie se Nooddienste               <ul style="list-style-type: none"> <li>• Blitspatrolie of Hoofwegpatrolie</li> <li>• 1 0111-sentrums</li> </ul> </li> <li>(2) Gemeenskapsdienste</li> <li>(3) Ongelukvoorkoming</li> <li>(4) Gespesialiseerde Uniform-ondersteuning               <ul style="list-style-type: none"> <li>• Gyselaaronderhandelars</li> <li>• Duikers</li> <li>• Die Watervleuel</li> <li>• Rampbestuur</li> </ul> </li> <li>(5) Berede eenheid</li> <li>(6) Honde-eenheid</li> </ul>	Die rekords kan van 07:30 tot 16:00 by die kantoor van Sigbare Polisiëring geïnspekteer word deur skriftelik daarvoor aansoek te doen by die Afdelingskommissaris: Sigbare Polisiëring, Privaatsak X 540, PRETORIA, 0001.

<b>7.2 BESKRYWING VAN KATEGORIEË VAN REKORDS WAT OUTOMATIES INGEVOLGE ARTIKEL 15(i)(a)(ii) TE KOOP BESIKBAAR IS</b>	
<b>ALLE AFDELINGS</b>	
Wetgewing (wetsontwerpe, wette, regulasies, proklamasies en Goewermmentskennisgewings)	Afskrifte van wetgewing is by die Staatsdrukker verkrygbaar teen die prys wat deur die Staatsdrukker bepaal word.
<b>AFDELING: VOORSIENINGSLYNBESTUUR</b>	
<b>VERKRYGINGSBESTUUR</b>	
Staatstenderbulletins	Word weekliks deur die Staatstenderraad gepubliseer en is by die Staatstenderraad verkrygbaar teen die prys wat deur die Staatstenderraad bepaal word.
<b>7.3 BESKRYWING VAN KATEGORIEË VAN REKORDS WAT INGEVOLGE ARTIKEL 15(1)(a)(ii) OUTOMATIES VIR FOTOKOPIËRING BESIKBAAR IS</b> (teen betaling van die voorgeskrewe gelde wat in Deel II van Bylaag A van die Regulasies betreffende die Wet op die Bevordering van die Toegang tot Inligting, 15 Februarie 2002, vervat is)	
<b>ALLE AFDELINGS</b>	
(1) Dokumente rakende beleid en Nasionale Instruksies (Die volgende rekords is uitgesluit: • opleidingsmateriaal; • opleidingsriglyne; • opleidingshandleidings; of • rekords ten opsigte waarvan daar redelikerwys verwag kan word dat die openbaarmaking van die rekord die doeltreffendheid van 'n toets-, ondersoek- of ouditeringsprosedure of -metode wat deur die Diens gebruik word, in gevaar sal stel. Die normale versoek prosedure ingevolge die Wet is van toepassing wanneer toegang tot sodanige rekords versoek word.)	(1) Die rekords kan verkry word deur skriftelik aansoek te rig aan die betrokke seksiehoof of afdelingskommissaris.
(2) Kollektiewe ooreenkomste	(2) Die rekords kan verkry word deur skriftelik aansoek te rig aan die Seksiehoof: Arbeidsverhoudinge, Menslike Hulpbronbenutting, Privaatsak X 94, PRETORIA, 0001, gerig word.

<p>(3) <b>VERSLAE OOR ONGELUKKE (NUWE OF OU VERSLAE): KOPIEË OF FOTOKOPIEË</b></p> <p><i>Let wel — met die term “afskrif” word bedoel dat die reproduksie met die hand gedoen word; ’n kopie van ’n voltooide verslag oor ’n ongeluk sal slegs aan die gemagtigde persoon verskaf word; dat wanneer ’n skriftelike versoek ontvang word van die Padongelukkefonds, provinsiale hospitale of ambulansdienste van provinsiale hospitale, hul geag word openbare liggeme of instellings te wees wat geregtig is om onmiddellik gratis afskrifte van ’n botsingsverslag te kry.</i></p>	<p>(3) Indien die rekord nog in besit van of onder beheer van die Diens is, die rekords kan deur die <b>gemagtigde</b> persoon verkry word deur skriftelik aansoek te rig op die voorgeskrewe aansoekvorm of SAPD 512(n) aan die betrokke kantoor van die polisiestasie.</p> <p><i>Let wel — Die volgende persone word geag gemagtigde persone te wees:</i></p> <ul style="list-style-type: none"> <li>(a) ’n betrokke party in die botsing (bv bestuurder, passasier, voetganger, fietsryer, eienaar van die voertuig, eienaar van die dier wat in die botsing betrokke was, ens) indien hy of sy kan bewys dat hy of sy ’n betrokke party is;</li> <li>(b) enige private ambulansdiens, mediese diensverskaffer, nooddiens of wegsleepdiens wat ’n ambulansdiens, mediese diens, nooddiens of wegsleepdiens aan ’n party betrokke by ’n botsing gelewer het, indien sodanige private diens skriftelike bewys kan lewer dat so ’n diens gelewer is; of</li> <li>(c) ’n persoon wat nie ’n betrokke party of ’n private ambulansdiens, mediese diensverskaffer, nooddiens of wegsleepdiens waarna hierbo verwys is, is nie, slegs indien hy of sy die skriftelike toestemming of goedkeuring van ’n betrokke party het (bv ’n prokureur wat die betrokke volmagsbrief om namens die persoon op te tree, voorsien).</li> </ul>
<b>KORPORATIEWE KOMMUNIKASIE: ERFENISDIENSTE</b>	
<p>Argiefrekords en fotos by Erfenisdienste (behalwe rekords wat in dossiere vervat is en persoonlike inligting van persone en inligting wat geweier kan word op grond van die weiering waarvoor daar in die Wet voorsiening gemaak word).</p>	<p>Die rekords kan verkry word deur skriftelik aansoek te rig aan die Kurator: Erfenisdienste, SAPD, Posbus 4866, Pretoria, 0001.</p>
<b>KOMPONENT: STRATEGIESE BESTUUR</b>	
<p>Alhoewel die volgende rekords gratis op die Diens se webtuiste verkrygbaar is, kan daar op versoek fotostate van sodanige rekords gemaak word:</p> <ul style="list-style-type: none"> <li>(1) Jaarverslag vir die Suid-Afrikaanse Polisie</li> <li>(2) Strategiese Plan vir die Suid-Afrikaanse Polisie</li> <li>(3) Jaarlikse Prestasie Plan vir die Suid-Afrikaanse Polisie</li> </ul>	<p>Die rekords kan verkry word deur skriftelik aansoek te rig aan die Hoof: Strategiese Bestuur, Privaatsak X 94, PRETORIA, 0001.</p>



<b>AFDELING: FINANSIËLE BESTUUR EN ADMINISTRASIE</b>	
<b>DOKUMENT SENTRUM BESTUUR : ARGIEWE REGISTRASIE EN REKORDS</b>	
Voorsieningslynbestuur	Die rekords kan verkry word by die relevante afdeling.
<b>FINANSIËLE BESTUUR: BEGROTINGS</b>	
Begroting van Nasionale Uitgawes — Departement van Polisie	Die rekords kan verkry word deur skriftelik aansoek te rig aan die Seksiehoof: Begrotings, Finansiële Bestuur, Privaatsak X 94, PRETORIA, 0001.
<b>AFDELING: FORENSIESE DIENSTE</b>	
Slegs foto's en Identikits wat deur die Polisie diens vrygestel en deur die media gepubliseer word	Die rekords kan verkry word by Forensiese dienste deur skriftelik aansoek te rig aan die Hoof: Forensiesedienste, Hoofkantoor, SAPD, Privaatsak X 322, PRETORIA, 0001.
<b>AFDELING: MENSLIKE HULPBRONBENUTTING</b>	
<b>DIENSBILLIKHEID</b>	
Diensbillikheid: Nasionaal en Afdelings: Planne ingevolge artikel 20 en verslag ingevolge artikel 21	Die rekords kan verkry word deur skriftelik aansoek te rig aan die Afdelingskommissaris: Menslike Hulpbronbenutting, Diensbillikheid, Privaatsak X 94, PRETORIA, 0001.
<b>VERGOEDINGSBESTUUR</b>	
Projeksentrum: Menslike Hulpbron Benutting Projekverslae	Inligting oor projekte wat deur die regering gefinansier word, kan deur die publiek verkry word deur skriftelik aansoek te rig aan die Afdelingskommissaris: Menslike Hulpbron Benutting, Vergoedingsbestuur, Privaatsak X 94, PRETORIA, 0001.
<b>PRESTASIEBESTUUR</b>	
Sekere rekords (behalwe rekords met persone se persoonlike inligting en inligting wat geweier kan word op grond van die weiering waarvoor daar in die Wet voorsiening gemaak word) oor Prestasiebestuurstelsels: <ul style="list-style-type: none"> <li>• Projekte</li> <li>• Die name van projekte</li> </ul>	Die rekords kan verkry word by die kantoor van die Komponentshoof: Prestasiebestuur deur skriftelik aansoek te rig aan die Afdelingskommissaris: Menslike Hulpbron Benutting, Hoofkantoor, SAPD, Privaatsak X 94, PRETORIA

<ul style="list-style-type: none"> <li>• Projekplanne</li> <li>• Die begrotings van projekte</li> <li>• Verslae oor die stand van projekte</li> <li>• Operasionele handleidings oor projekte en programme</li> <li>• Projek- en programfunksies en -aktiwiteite</li> <li>• Aktiwiteite van die Programbestuursraad</li> <li>• Geregistreeerde gebruikers van projekte en programme</li> <li>• Die getal geregistreeerde projeksentrus</li> </ul>	
<b>AFDELING: OPERASIONELE REAKSIDIENTE</b>	
<b>SEKSIEHOOF: OPERASIONELE INLIGTINGSBESTUUR</b>	
<p>Rekords (behalwe persoonlike inligting van persone en toegang tot inligting wat ingevolge die Wet geweier kan word) ten opsigte van sekere dele van die —</p> <p>(1) Beleid oor:</p> <ul style="list-style-type: none"> <li>• Skarebestuur</li> <li>• Nasionale Intervensie-eenheid</li> <li>• Grenslyn</li> <li>• Lugvleuel</li> <li>• Gespesialiseerde Vaardigheidsontwikkeling</li> <li>• Spesiale Taakmag</li> </ul> <p>(2) Skarebestuursinsidente</p> <p>(3) Suksesse behaal:</p> <ul style="list-style-type: none"> <li>• Skarebestuur</li> <li>• Nasionale Intervensie-eenheid</li> <li>• Grenslyn</li> <li>• Lugvleuel</li> <li>• Gespesialiseerde Vaardigheidsontwikkeling</li> <li>• Spesiale Taakmag</li> </ul> <p>(4) Vredeshandhawing</p>	<p>Die rekords kan verkry word deur skriftelik aansoek te rig aan die Adjunk-inligtingsbeampte: Operasionele Inligtingsbestuur, Privaatsak X 30, SUNNYSIDE 0132</p>
<b>KOMPONENT: ORGANISATORIESE ONTWIKKELING</b>	
<p>Posevaluering (behalwe rekords met persone se persoonlike inligting en inligting wat geweier kan word op grond van die weiering waarvoor daar in die Wet voorsiening gemaak word):</p> <ul style="list-style-type: none"> <li>• Voorafonderhoudvraelys</li> <li>• Resultate van die posevaluering</li> <li>• Die paneel se beslissing</li> </ul>	<p>Die rekords kan verkry word by die kantoor van die Seksiehoof: Organisasoriese Korporatiewe Ontwerp, Organisasoriese Ontwikkeling deur skriftelik aansoek te rig aan die Hoof: Organisasoriese Ontwikkeling, Privaatsak X 94, PRETORIA, 0001</p>

<b>WERWING EN PERSONEELVOORSIENING</b>	
Rekords (behalwe persoonlike inligting van persone en inligting wat geweier kan word op grond van die weiering waarvoor daar in die Wet voorsiening gemaak word) rakende aanstellingsvereistes vir personeel op salaris vlak 1-12 en/of salaris bande A - "MMS"	Die rekords kan verkry word deur skriftelik aansoek te rig aan die Seksiehoof, Werwing en Personeelvoorsiening, Privaatsak X 94, PRETORIA, 0001.
<b>SENIOR BESTUURSAANSTELLINGS</b>	
Rekords (behalwe persoonlike inligting van persone en inligting wat geweier kan word op grond van die weiering waarvoor daar in die Wet voorsiening gemaak word) rakende aanstellingsvereistes vir personeel op salaris vlak 13 en op en/of salaris bande op "SMS"	Die rekords kan verkry word deur skriftelik aansoek te rig aan die Sub-seksiehoof, Senior Bestuur Aanstellings, Privaatsak X 986, PRETORIA, 0001.
<b>AFDELING: VOORSIENINGSLYNBESTUUR</b>	
Algemene voorwaardes en prosedures	Die rekords kan verkry word by Voorsieningslynbestuur deur skriftelik aansoek te rig aan die Afdelingskommissaris: Voorsieningslynbestuur, Privaatsak X 254, PRETORIA, 0001.
<b>AFDELING: SIGBARE POLISIËRING</b>	
<b>VENNOOTSKAPSPOLISIËRING SEKTOPOLISIËRING</b>	
Rekords rakende (behalwe persoonlike inligting van persone en inligting wat geweier kan word op grond van die weiering waarvoor daar in die Wet voorsiening gemaak word) - (1) Vennootskapspolisiëring <ul style="list-style-type: none"> <li>• Die Polisie se Gemeenskapsprojekte</li> <li>• Beleidsraamwerk en riglyne vir Gemeenskaps-polisiëring</li> </ul> (2) Sektorpolisiëring <ul style="list-style-type: none"> <li>• Loodsprojekte</li> </ul>	Die rekords kan verkry word by die Kantoor: Sigbare Polisiëring verkrygbaar deur skriftelik aansoek te rig aan die Afdelingskommissaris: Sigbare Polisiëring, Privaatsak X 540, PRETORIA, 0001.
<b>SOSIALE MISDAADVOORKOMING</b>	
(1) "Maak Suid-Afrika Veilig"-handleiding (2) Handleiding oor Omgewingsontwerp (3) Kommunikasiemateriaal oor Gesinsgeweld (4) Kommunikasiemateriaal oor Slagofferbemaagtiging (5) Kommunikasiemateriaal oor verkragting en seksuele oortredings. (6) Belowende Misdaadvoorkoming Praktike in Suid-Afrika (7) Nasionale landelike slagoffers van Misdaad opnames (8) Riglyne: Misbruik van dwelms	Die rekords kan verkry word by die Kantoor: Sigbare Polisiëring deur skriftelik aansoek te rig aan die Afdelingskommissaris: Sigbare Polisiëring, Privaatsak X 540, PRETORIA, 0001.

SIGBARE POLISIËRING	
<p>Sekere rekords (behalwe rekords met persone se persoonlike inligting en inligting wat geweier kan word op grond van die weiering waarvoor daar in die Wet voorsiening gemaak word) rakende algemene korrespondensie oor:</p> <p>(1) Die Polisie se Nooddienste</p> <ul style="list-style-type: none"> <li>• Blitspatrolie of Hoofwegpatrolie</li> <li>• 1 0111-sentrums</li> </ul> <p>(2) Gemeenskapsdienste</p> <p>(3) Ongelukvoorkoming</p> <p>(4) Gespesialiseerde uniformtakke</p> <ul style="list-style-type: none"> <li>• Gyselaaronderhandelaars</li> <li>• Duikers</li> <li>• Die Watervleuel</li> <li>• Rampbestuur</li> </ul>	<p>Die rekords kan verkry word by die Kantoor: Sigbare Polisiëring deur skriftelik aansoek te rig aan die Afdelingskommissaris: Sigbare Polisiëring, Privaatsak X 540, PRETORIA, 0001.</p>
7.4 BESKRYWING VAN KATEGORIEË VAN REKORDS WAT AUTOMATIES GRATIS INGEVOLGE ARTIKEL 15(1)(a)(iii) BESKIKBAAR IS	
ALLE AFDELINGS	
<p>(1) 'n Afskrif van die —</p> <p>(a) <b>verdagte se eie verklaring</b> wat in 'n oop dossier vervat is; of</p> <p>(b) <b>slagoffer of klaer se eie verklaring</b> wat in 'n oop dossier vervat is.</p>	<p>(1) Die versoek deur die verdagte / slagoffer / klaer om 'n afskrif van sy of haar eie verklaring, moet skriftelik geskied en aan die betrokke ondersoekbeampte gerig word.</p> <p><u>Let wel:</u> sodanige afskrif sal slegs <b>outomaties beskikbaar wees aan die betrokke verdagte / slagoffer / klaer of sy of haar verteenwoordiger</b> (sodanige verteenwoordiger moet dokumentêre bewys van hoedanigheid om namens sodanige persoon aansoek te doen, voorté).</p>
<p>(2) Die onderwerpe of inligting soos beskikbaar op die Diens se webtuiste</p>	<p>(2) Op die Diens se webtuiste by <a href="http://www.saps.gov.za">www.saps.gov.za</a> beskikbaar.</p>

**SOUTH AFRICAN RESERVE BANK****NOTICE 372 OF 2018****Notice and Order of Forfeiture**

Notice of Forfeiture to the State of money in terms of the provisions of Exchange Control Regulation 22B made under section 9 of the Currency and Exchanges Act, 1933 (Act No. 9 of 1933), as amended, as promulgated by Government Notice No. R.1111 of 1961-12-01 in respect of the money of:

**Silverline Cloud Solutions (Pty) Limited**  
**(2016/227195/07)**  
**(hereinafter referred to as the 'Respondent')**

of:

Corner Van Der Merwe and Ferreira Streets  
Nelspruit  
Extension 39  
Mpumalanga  
1201

**Be pleased to take notice that:**

1. The Minister of Finance has, by virtue of the provisions of Exchange Control Regulation 22E delegated all the functions and/or powers conferred upon the Treasury by the provisions of the Exchange Control Regulations [with the exception of the functions and/or powers conferred upon the Treasury by Exchange Control Regulations 3(5) and (8), 20 and 22, but which exception does not include the functions and/or powers under Exchange Control Regulations 22A, 22B, 22C and 22D], and assigned the duties imposed thereunder on the Treasury, to, the Governor or Deputy Governors of the South African Reserve Bank.
2. By virtue of the functions, powers and/or duties vested in me, in my capacity as a Deputy Governor of the South African Reserve Bank, in terms of the delegation and assignment of the functions, powers and/or duties referred to in 1 above, I hereby give notice of a decision to forfeit to the State the following money and I hereby declare and order forfeit to the State the following money, namely:
  - 2.1 the amount of R1 979 274.66, being capital standing to the credit of the Respondent in account number 4000590596, held with Mercantile Bank Limited, together with any interest thereon and/or other accrual thereto.
3. The date upon which the money specified in 2 above is hereby forfeited to the State is the date upon which this Notice of Forfeiture is published in this Gazette.
4. The money specified in 2 above shall be disposed of by deposit thereof to the National Revenue Fund.
5. This Notice also constitutes a written order, as contemplated in Exchange Control Regulation 22B, in terms of which the money specified in 2 above is hereby forfeited to the State.
6. Signed at Pretoria on this 22 day of JUNE 2018.



**K Naidoo**  
**Deputy Governor**  
**South African Reserve Bank**



**SOUTH AFRICAN RESERVE BANK****NOTICE 373 OF 2018****Notice and Order of Forfeiture**

Notice of Forfeiture to the State of money in terms of the provisions of Regulation 22B of the Regulations ("the Exchange Control Regulations") made under Section 9 of the Currency and Exchanges Act, 1933 (Act No. 9 of 1933), as amended, as promulgated by Government Notice No. R.1111 of 1961-12-01 in respect of the money of:

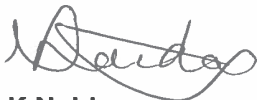
**Ms Khethiwe Slindile Ndwandwe (the 'Respondent')**  
**(Identity number 9201040766086)**

of:

22 Tifin Gardens  
Bassonia  
2190

**Be pleased to take notice that:**

1. The Minister of Finance has, by virtue of the provisions of Regulation 22E of the Exchange Control Regulations delegated all the functions and/or powers conferred upon the Treasury by the provisions of the Exchange Control Regulations [with the exception of the functions and/or powers conferred upon the Treasury by Regulations 3(5) and (8), 20 and 22, but which exception does not include the functions and/or powers under Exchange Control Regulations 22A, 22B, 22C and 22D], and assigned the duties imposed thereunder on the Treasury, to the Governor or the Deputy Governors of the South African Reserve Bank.
2. By virtue of the functions, powers and/or duties vested in me, in my capacity as a Deputy Governor of the South African Reserve Bank, in terms of the delegation and assignment of the functions, powers and/or duties referred to in 1 above, I hereby give notice of a decision to forfeit to the State the following money and I hereby declare and order forfeit to the State the following money, namely:
  - 2.1 the amount of R42 903.19 being capital standing to the credit of the Respondent, in account number 62407228099, held with FirstRand Bank Limited, together with any interest thereon and/or other accrual thereto.
3. The date upon which the money specified in 2 above is hereby forfeited to the State is the date upon which this Notice of Forfeiture is published in this Gazette.
4. The money specified in 2 above shall be disposed of by deposit thereof to the National Revenue Fund.
5. This Notice also constitutes a written order, as contemplated in Regulation 22B of the Exchange Control Regulations, in terms of which the money specified in 2 above is hereby forfeited to the State.
6. Signed at Pretoria on this 22 day of JUNE 2018.



**K Naidoo**  
**Deputy Governor**  
**South African Reserve Bank**

DEPARTMENT OF TRADE AND INDUSTRY  
NOTICE 374 OF 2018



**MEMORANDUM OF UNDERSTANDING**

**ENTERED INTO BY AND BETWEEN**

**THE B-BBEE COMMISSION**

(An entity within the administration of the dti in terms of section 13B (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended and herein represented by Ms Zodwa Ntuli in her capacity as the Commissioner and she being duly authorized to enter into this agreement)

(Hereinafter referred to as "B-BBEE Commission")

**AND**

**THE SOUTH AFRICAN REVENUE SERVICE**

(a statutory entity established in terms of section 2 of the South African Revenue Service Act, 1997 (Act No. 34 of 1997) as amended and herein represented by Mr Mark Kingon in his capacity as the Acting Commissioner for SARS and duly authorised to enter into this Memorandum of Understanding)

(Hereinafter referred to as "SARS")

Two handwritten signatures in black ink. The first signature is on the left and the second is on the right, both appearing to be in cursive or a stylized script.



**MEMORANDUM OF UNDERSTANDING BETWEEN SARS AND THE B-BBEE COMMISSION****PREAMBLE**

**WHEREAS** SARS is the nation's tax collecting authority responsible for administering the South African tax system and Customs and Excise service;


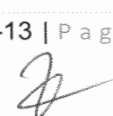
**AND WHEREAS** the mission of SARS is to optimise revenue yield, to facilitate trade and to enlist new tax contributors by promoting awareness of the obligation to comply with Tax and customs laws, and to provide a quality and responsive service to the public;

**AND WHEREAS** SARS' mandate is to collect all revenues due, ensure optimal compliance with Tax, Customs and Excise legislation and provide a customs and excise service that will facilitate trade as well as protect our economy and society;

**AND WHEREAS** the B-BBEE Commission is an entity within the administration of the Department of Trade and Industry established in terms of section 13B of the B-BBEE Act, as amended, entrusted with powers to oversee the implementation of the B-BBEE Act, promote compliance with the Act in the interest of the public, strengthen and foster collaboration between the public and the private sector to achieve the objectives of the B-BBEE Act;

**AND WHEREAS** the B-BBEE Commission has jurisdiction throughout the Republic of South Africa and its functions are, as set out in section 13F of the B-BBEE Act as follows:

- (a) To oversee, supervise and promote adherence to the B-BBEE Act in the interest of the public;
- (b) To strengthen and foster collaboration between the public and private sector in order to promote and safeguard the objectives of broad-based black economic empowerment;
- (c) To receive complaints relating to broad-based black economic empowerment in accordance with the B-BBEE Act;
- (d) To investigate, either on its own initiative or in response to complaints received, any matters concerning broad-based black economic empowerment;

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**MEMORANDUM OF UNDERSTANDING BETWEEN SARS AND THE B-BBEE COMMISSION**

- (e) To promote advocacy, access to opportunities and educational programmes and initiatives of broad-based black economic empowerment;
- (f) To maintain a register of major broad-based black economic empowerment transactions, above a threshold determined by the Minister of Trade and Industry in the Gazette;
- (g) To receive and analyse such reports as may be prescribed concerning broad-based black economic empowerment compliance from organs of state, public entities and private sector enterprises;
- (h) To promote good governance and accountability by creating an effective environment for the promotion and implementation of broad-based black economic empowerment;
- (i) To exercise such other powers which are not in conflict with the B-BBEE Act as may be conferred on the B-BBEE Commission in writing by the Minister; and
- (j) Increase knowledge of the nature and dynamics and promote public awareness of matters relating to broad-based black economic empowerment by implementing education and awareness measures, providing guidance to the public and conducting research on matters relating to its mandate and activities.

**AND WHEREAS** SARS and the B-BBEE Commission are desirous to co-operate on issues of mutual interest and in reaching the desired collective goals as outlined below, the Parties undertake to co-operate on mutually beneficial terms as set out hereunder.

**1. DEFINITION**

In this Agreement, unless inconsistent with the context, the following terms shall have the meanings assigned to them:

- 1.1 **"Memorandum of Understanding"** means this MOU between SARS and the B-BBEE Commission;

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**MEMORANDUM OF UNDERSTANDING BETWEEN SARS AND THE B-BBEE COMMISSION**

- 1.2 **“Effective Date”** means the date of signature by the authorised representative of the Party signing last in time;
- 1.3 **“Parties”** means SARS and the B-BBEE Commission jointly, and the word “Party” shall refer to either SARS or the B-BBEE Commission as the case may be;
- 1.4 **“Projects and/or Programmes”** means initiatives agreed to by the Parties in pursuance of any of the purposes of this Agreement;
- 1.5 **“B-BBEE Commission”** means a statutory entity established in terms of section 13B of B-BBEE Act, Act No. 53 of 2003, as amended, with its principal place of business at 420 Witch-Hazel Avenue, Eco Glades 2 Office Park, Block C, Eco Park, Centurion; and
- 1.6 **“SARS”** means a statutory body established in terms of section 2 of the South African Revenue Service Act, Act No. 34 of 1997, with its principal place of business at 299 Bronkhorst Street, Nieuw Muckleneuk, Brooklyn, Pretoria.

**2. PURPOSE**

**The purpose of the MOU is:**

- 2.1 To establish cooperation between SARS and the B-BBEE Commission regarding programs that may directly complement or supplement one another.
- 2.2 To refer matters of deemed contraventions that impact on each party's duties and mandate for consideration and resolution.
- 2.3 To identify, discuss and recommend common strategies and areas of cooperation.
- 2.4 To leverage resources by sharing resources, information and expertise for common beneficial purposes that will enhance both Parties' organisational strategies and mandates, subject to compliance with applicable legislation, in particular compliance with Chapter 6 of the Tax Administration Act, Act No. 28 of 2011, the Protection of Personal Information Act, Act No.4 of 2013, and other related legislation.

**MEMORANDUM OF UNDERSTANDING BETWEEN SARS AND THE B-BBEE COMMISSION****3. ROLES & RESPONSIBILITIES**

3.1 Each Party agrees to conduct its respective activities in a coordinated and mutually beneficial manner:

**3.1.1 SARS agrees to:**

- a) Share such information as may be necessary with the B-BBEE Commission insofar as this would be consistent with the confidentiality requirements of legislation administered by the Commissioner for SARS.
- b) Collaborate with the B-BBEE Commission on such other matters as may be agreed to between the B-BBEE Commission and SARS from time-to-time.
- c) Share with the B-BBEE Commission information relating to possible fronting practices or non-compliance with the B-BBEE Act.

**3.1.2 B-BBEE Commission agrees to, where applicable:**

- a) Provide SARS with information, upon request, in so far as this would be consistent with confidentiality requirements in the B-BBEE Act, in relation to:
  - (i) Major broad-based black economic empowerment transactions concluded;
  - (ii) Ownership and management control details relating to broad-based black economic empowerment transactions entities;
  - (iii) Complaints received by the B-BBEE Commission concerning broad-based black economic empowerment transactions; and
  - (iv) Any other relevant information that will enable SARS to conduct checks on the service provider's tax compliance; and
- b) Share information with SARS on suspicious illegal activities that may potentially impact revenue collection.



**MEMORANDUM OF UNDERSTANDING BETWEEN SARS AND THE B-BBEE COMMISSION****4. DURATION AND TERMINATION**

- 4.1 This MOU shall commence on the **Effective Date** and shall endure, subject to its terms and conditions, for a period three (3) of years, until terminated by the Parties.
- 4.2 Either Party may terminate this MOU by furnishing a thirty (30) days written notice to the other Party.
- 4.3 The termination of this MOU will not relieve the Parties hereto of any undertakings accruing up to date of such termination.

**5. AMENDMENT**

This MOU may only be amended by written agreement between the Parties.

**6. IDENTIFICATION OF AREAS OF COLLABORATION**

- 6.1 The detailed contents and contributions of the Parties towards any projects and/or programmes shall be agreed upon through discussion and negotiations between the Parties.
- 6.2 The Parties record that they will enter into separate substantive agreements, where applicable, to govern their roles and obligations with regards to various areas where the Parties have agreed to collaborate.

**7. NATURE OF THE RELATIONSHIP**

- 7.1 Both SARS and the B-BBEE Commission are public entities as stipulated in the Public Finance Management Act, Act No. 1 of 1999, and also organs of state as stipulated in section 239 of the Constitution of the Republic of South Africa, 1996 (Constitution). Accordingly, the Parties shall observe the principles and values of co-operative government as enjoined in section 41 (1) of the Constitution.
- 7.2 No Party shall present itself as the representative or agent of the other Party for any business, legal or any other reason, nor shall it have the power of authority to

**MEMORANDUM OF UNDERSTANDING BETWEEN SARS AND THE B-BBEE COMMISSION**

- 8.4.6 To promote the sharing of information, subject to the laws governing the Parties (the exchange of information will have its own governance process to be agreed upon by the Parties);
- 8.4.7 To facilitate high-level meetings where appropriate; and
- 8.4.8 To resolve any contentious matters between the Parties.
- 8.5 The Parties shall, for purposes of this MOU, appoint official contact persons for the management of this MOU as a single point of contact for the requests to exchange information and/or assistance between Parties hereto.
- 8.6 The Parties appoint the following individuals as "Official Contact Persons" to whom the Parties assign the management of communication:
- 8.6.1. **B-BBEE Commission:**
- Name: Madidimalo Ramare  
Tel: (012) 649 0918  
E-mail: [MRamare@beecommission.gov.za](mailto:MRamare@beecommission.gov.za)
- 8.6.2. **SARS:**
- Name: Minee Hendricks  
Tel: (012) 483 1729  
E-mail: [mhendricks@sars.gov.za](mailto:mhendricks@sars.gov.za)
- 8.7 The Steering Committee shall meet quarterly or on such dates as may be agreed upon by the Parties.
- 8.8 The Steering Committee shall be governed in accordance with the Terms of Reference to be agreed upon between the Parties.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1 The Parties acknowledge and agree that all the rights, title and interest in and to any intellectual property, including but not limited to trademarks and copy works,

**MEMORANDUM OF UNDERSTANDING BETWEEN SARS AND THE B-BBEE COMMISSION**

regardless of whether it is registered or not, which is designed, produced or made available to one Party by the other Party from time to time, as a result of this MOU, shall remain exclusively the property of that Party.

- 9.2 Neither Party shall in any manner alter or effect the display of the Party's respective rights in intellectual Property (and disclaimers) of the other Party without the prior written approval of the Party.

**10. BUDGET**

- 10.1 Neither Party is under any obligation to commit funds or other resources under this MOU.
- 10.2 In the event of the Parties identifying and agreeing on a specific form of co-operation that requires funding or other resources, the Parties will formalise the specifics, rights and obligations in a separate legally binding contract.
- 10.3 Where procurement of services and goods may be required, the Parties will adhere to their respective, applicable supply chain management policies and procedures.
- 10.4 Each of the Parties remains responsible for their own expenses, except as may be agreed in a contract contemplated in clause 10.2.
- 10.5 No legally binding obligations shall arise from a contract contemplated in clause 10.2 where the Parties applicable policies and procedures relating to the commitment of funding or other resources, has not been complied with.

**11. VARIATION**

No variation or modification of any provision of this MOU or consent to deviate therefrom will be valid, unless such variation or modification is in writing and has been signed by both Parties, and such variation, modification or consent will be valid only for a specific case and only for the purpose for which and extent to which it was made or given.



**MEMORANDUM OF UNDERSTANDING BETWEEN SARS AND THE B-BBEE COMMISSION****12. CONFIDENTIALITY**

- 12.1 The Parties will hold, in confidence, all Confidential Information received from each other and not divulge the Confidential Information to any third parties, including any of their employees, agents, consultants and sub-contractors directly, unless the parties are involved with the execution of this MOU and then only on a need to know basis.
- 12.2 The Parties will prevent disclosure of the Confidential Information, except as may be required by law.
- 12.3 The Parties agree that they shall protect each other's Confidential Information using the same standard of care that each Party applies to safeguard its own Confidential Information and that the information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.
- 12.4 Within thirty (30) days after the termination of this Agreement, for whatever reason, the receiving Party of Confidential Information shall return same or at the discretion of the disclosing Party of such Confidential Information, destroy such Confidential Information, and shall not retain copies, samples or excerpts thereof.
- 12.5 The disclosing Party of Confidential Information may at any time request the receiving Party of such Confidential Information to return any material containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Agreement, and may in addition request the receiving Party to furnish a written statement to the effect, that upon such return, the receiving Party has not retained in its possession or under its control either directly or indirectly any such material.
- 12.6 As an alternative to the return of the material contemplated in 12.4 above, the receiving Party shall at the instance of the disclosing Party, destroy such material and furnish the disclosing Party with a written statement to the effect that all such material has been destroyed.

**MEMORANDUM OF UNDERSTANDING BETWEEN SARS AND THE B-BBEE COMMISSION**

12.7 The receiving Party shall comply with the request in terms of clause 12.4 above and within fourteen (14) days of receipt of same.

12.8 It is recorded that the following information shall, for the purpose of this MOU, not be considered to be Confidential Information:

12.8.1 Information known to either of the Parties prior to the date that it was received by the other Party; or

12.8.2 Information known to the public or generally available to the public prior to the date that it was disclosed by either of the Parties to the other; or

12.8.3 Information which becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by either of the Parties to the other, through no act or failure to act on the part of the recipient of such Information; or

12.8.4 Information which either of the Parties, in writing, authorise the other to disclose.

12.9 For the avoidance of any doubt, no provision of this MOU should be construed in such a way that the disclosing Party is deemed to have granted its consent to the receiving Party to disclose the whole or any part of the **Confidential Information** in the event that the receiving Party receives the request for the whole or any part of the **Confidential Information** in terms of the provisions of the Promotion of Access to Information Act, Act No. 2 of 2000.

**13. COMPLIANCE WITH PROTECTION OF PERSONAL INFORMATION ACT OF 2013**

13.1 The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, Act No. 4 of 2013.

**MEMORANDUM OF UNDERSTANDING BETWEEN SARS AND THE B-BBEE COMMISSION**

- 13.2 Each Party understands and acknowledges that the restrictions and obligations accepted by that other Party pursuant to this "MOU" are reasonable and necessary in order to protect the interests of the other Party and its employees.
- 13.3 Each Party therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the Parties, that each Party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of this MOU, and may prevent the other Party, any of its agents or subcontractors, or any third party who has received records from that Party from violating this MOU by any legal means available. Each Party further understands that violation of this MOU may subject that Party to applicable legal penalties, including those provided under Protection of Personal Information Act, Act No. 4 of 2013, and termination of any agreements entered into between the B-BBEE Commission and SARS.
- 13.4 Within thirty (30) days after the termination of this MOU, for whatever reason, the receiving Party of either Party's personal information shall, where feasible, return same or at the discretion of the disclosing Party of such personal information, destroy such personal information, and shall not retain copies, samples or excerpts thereof.
- 13.5 In cases where the disclosing Party has elected for the personal information to be destroyed, as provided for in clause 13.4 above, the receiving Party shall, within ten (10) days of receiving the instruction to destroy the personal information, send an affidavit confirming the destruction of personal information.

**14. DISPUTE RESOLUTION**

- 14.1. All disputes concerning or arising out of this MOU exists once a Party notifies the other Party in writing of the nature of the dispute and requires the dispute to be resolved. The Party giving the notice for dispute must initiate dispute resolution procedure by first, making every reasonable effort to settle the dispute by initiating direct negotiations with the other Party or through an intermediary.



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**MEMORANDUM OF UNDERSTANDING BETWEEN SARS AND THE B-BBEE COMMISSION**

14.2. If the dispute cannot be resolved by negotiations, either party may declare the dispute a formal Intergovernmental Dispute, in terms of the provisions of Chapter 4 (Settlement of Intergovernmental Disputes) of the Intergovernmental Relations Framework Act, Act No. 13 of 2005, and the procedure in accordance with the provisions of the Act shall be adopted in taking effort to resolve the dispute.

**15. DOMICILIA AND NOTICES**

All notices or correspondence in terms of this MOU shall be delivered by hand or sent by registered mail to the respective Party's physical address as reflected in clauses 1.5 and 1.6 above.

Thus signed at Pretoria on this the 05 day of May 2018.


  
Mr Mark Kingon

Acting Commissioner for SARS

Thus signed at CENTURION on this the 21<sup>st</sup> day of MAY 2018.

  
Ms Zodwa Ntuli

B-BBEE Commissioner

  
BUSISIWE NGWENYA  
WITNESS



**DEPARTMENT OF TRANSPORT****NOTICE 375 OF 2018****INTERNATIONAL AIR SERVICE ACT, (ACT NO.60 OF 1993)****GRANT /AMENDMENT OF INTERNATIONAL AIR SERVICE LICENSE**

Pursuant to the provisions of section 17 (12) of Act No.60 of 1993 and Regulation 15 (1) and 15 (2) of the International Air Regulations, 1994, it is hereby notified for general information that the applications, detail of which appear in the Schedules hereto, will be considered by the International Air Services Council (Council) representation in accordance with section 16(3) of the Act No. 60 of 1993 and regulation 25(1) of International Air Services Regulation, 1994, against or in favour of an application, should reach the Chairman of the International Air Services Council at Department of Transport, Private Bag X 193, Pretoria, 0001, within 28 days of the publication hereof. It must be stated whether the party or parties making such representation is / are prepared to be represented or represented at the possible hearing of the application.

**APPENDIX I**

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of International Air Service to which application pertains. (E) Category or kind of aircraft to which application pertains. (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flight.

**(A) Air Ambulance Health Services (Pty) Ltd; Air Ambulance Health Services.** (B) Hanger 1, Gate 11, Airport Road, Bram Fischer Airport, Bloemfontein. (C) Class II & III. (D) Type N1, N2 & G7. (E) Category A3. (F). (G) Libya and Tunisia.

**(A) CADG Aviation (Pty) Ltd.** (B) 17 Willow Oak Gardens, Rd Oak Hill Estate, Oak Park, Pietermaritzburg, Kwa-Zulu Natal, 3201. (C) Class II & III. (D) Type N1, N2, G2, G3, G4, G8 & G16 (RPAS ops). (E) Category A2, A3 & A4. (F) Lanseria International Airport, Grand Central Airport, Rand Airport & Wonderboom Airport

**(A) Ultimate Heli (Pty) Ltd.** (B) First Floor, Main Terminal Building, Grand Central Airport, New Road, Midrand, 1685. (C) Class II & III. (D) Type N1, N2, N3, N4, G3, G4, G5, G6, G8, G10, G13, G15 & G16 (Ship to Shore Operations). (E) Category H1 & H2. (F) (G) Worldwide.

**APPENDIX II**

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of International Air Service to which application pertains. (E) Category or kind of aircraft to which application pertains. (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flight.

**(A) Savannah Helicopters (Pty) Ltd; Savannah Helicopters.** (B) Hangar 9, George Airport, George, 6530. (C) Class III; I/G177. (D) Type G3, G4, G8, G10, G15 & G16 (Offshore Ops). (E) Category H2. **Adding category A3.**

**(A) Safair Operations (Pty) Ltd; Flysafair.** (B) Northern Perimeter Road, OR Tambo International Airport, Bonaero Park, 1619. (C) Class II & III; I/N203 & I/G204. (D) Type N1, N2, N3, N4, G3, G7 G11, G13 & G16 (Aerial Cargo delivery & Search and Rescue). (E) Category A1. **Changes to the Management Plan:** Eric Bodenstein is appointed as the Air Service Safety Officer.

**(A) Airwork Africa (Pty) Ltd.** (B) Suite 4, Hangar 38, Wonderboom Airport. (C) Class III; I/G277. (D) Type G3, G7, G15 & G16 (Ship to Shore). (E) Category H1 & H2. (F) (G) Worldwide. **Addition of type G8 (Fire Spotting, Control and Fighting).**

## INTERNATIONAL AIR SERVICE ACT, (ACT NO.60 OF 1993)

## APPENDIX II

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of International Air Service to which application pertains. (E) Category or kind of aircraft to which application pertains. (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flight.

(A) **S. A. Airlink (Pty) Ltd; Airlink.** (B) #3 Greenstone Hill Office Park, Emerald Boulevard. Greenstone Hill, Modderfontein, 1609. (C) Class I; I/S073. (D) Type S1. (E) Category A1. (F) Durban International Airport and OR Tambo International Airport. (G) & (H) **Adding the following.**

State	Destination	Frequencies
DIA: Mauritius	Mauritius	Seven (7) return flights per week.
ORTIA: Seychelles	Seychelles	Seven (7) return flights per week.
ORTIA & DPIA: French Republic	Mayotte	One (1) return flight per week

(A) **SA Civil Aviation Authority; Flight Inspection Unit.** (B) ExecuJet Terminal, Office 12A, Entrance 1, Lanseria International Airport, Lanseria, Randburg. (C) Class III; I/G104. (D) Type G16 (Calibration of Navigational Aids). (E) Category A2, A3 & A4. **Changes to the Management Plan:** Mr W Selebogo is appointed as the Accountable Manager.

(A) **SA Airways SOC Ltd; SA Airways.** (B) Airways Park, Room 110A, Jones Street, OR Tambo International Airport. (C) Class I; I/S094. (D) Type S1. (E) Category A1 & A2. (F) ORTIA, CTIA & KSIA. (G) & (H) **Adding the following.**

State	Destination	Frequencies
DRC	Lubumbashi	Seven (7) return flights per week.

This publication rectifies errors and omissions contained in the publication that was published in the General Notice 329 of 2018 and in the Government Gazette No 41692 of June 08, 2018.

## DEPARTMENT OF TRANSPORT

## NOTICE 376 OF 2018

**AIR SERVICE LICENSING ACT, 1990 (ACT NO.115 OF 1990)  
APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR  
SERVICE LICENCE**

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations, 1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No. 115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council. Private Box X 193, Pretoria, 0001, within 21 days of date of the publication thereof.

**APPENDIX II**

(A) Full Name and trade name of the applicant. (B) Full business or residential address the applicant. (C) The Class and number of license in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for. (F) Amendment referred to in section 14(2) (b) to I.

(A) **Airwork Africa (Pty) Ltd.** (B) Suite 4, Hangar 38, Wonderboom Airport. (C) Class III; G1163D. (D) Type G3, G7 & G15. (E) Category H1 & H2. **Addition of type G8 (Fire Spotting, Control and Fighting).**

(A) **Base 4 Aviation (Pty) Ltd; Base 4 Aviation.** (B) Plot 10, Convair Rd, Cape Town International Airport. (C) Class II & III; N680D & G681D. (D) Type N1, N2, G2, G3, G4, G7, G8, G10, G15 & G16 (Power line inspection & ship to shore operations). (E) Category H1 & H2. **Changes to the Management Plan:** Jan Louis Lombaard is appointed as the Responsible Person: Aircraft.

(A) **Capital Air (Pty) Ltd.** (B) Hangar 3#, Rand Airport, Germiston, 1401. (C) Class II & III; N041D & G040D. (D) Type N1, N2, G2, G3, G4, G5, G7, G8, G10, G11, G15 & G16 (Poerline Inspection). (E) Category A3, A4, H1 & H2. **Changes to the Management Plan:** R. Dix replaces S. Marx as the Air Service Safety Officer, S. Marx replaces G. R. Guldenpfennig as the Quality Assurance Manager & J. Jooste replaces J. van der Westhuizen as the Responsible Person: Aircraft.

(A) **Safair Operations (Pty) Ltd; Flysafair.** (B) Northern Perimeter Road, OR Tambo International Airport, Bonaero Park, 1619. (C) Class I, II & III; S941D, N942D & G943D. (D) Type S1, S2, N1, N2, G3 & G11. (E) Category A1. **Changes to the Management Plan:** Eric Bodenstein is appointed as the Air Service Safety Officer.



# **WARNING!!!**

## **To all suppliers and potential suppliers of goods to the Government Printing Works**

The Government Printing Works would like to warn members of the public against an organised syndicate(s) scamming unsuspecting members of the public and claiming to act on behalf of the Government Printing Works.

One of the ways in which the syndicate operates is by requesting quotations for various goods and services on a quotation form with the logo of the Government Printing Works. Once the official order is placed the syndicate requesting upfront payment before delivery will take place. Once the upfront payment is done the syndicate do not deliver the goods and service provider then expect payment from Government Printing Works.

Government Printing Works condemns such illegal activities and encourages service providers to confirm the legitimacy of purchase orders with GPW SCM, prior to processing and delivery of goods.

To confirm the legitimacy of purchase orders, please contact:

Renny Chetty (012) 748-6375 ([Renny.Chetty@gpw.gov.za](mailto:Renny.Chetty@gpw.gov.za)),

Anna-Marie du Toit (012) 748-6292 ([Anna-Marie.DuToit@gpw.gov.za](mailto:Anna-Marie.DuToit@gpw.gov.za)) and

Siraj Rizvi (012) 748-6380 ([Siraj.Rizvi@gpw.gov.za](mailto:Siraj.Rizvi@gpw.gov.za))

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