



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

*Regulation Gazette*

**No. 11000**

*Regulasiekoerant*

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**IMPORTANT NOTICE OF OFFICE RELOCATION**

# GOVERNMENT PRINTING WORKS PUBLICATIONS SECTION

Dear valued customer,

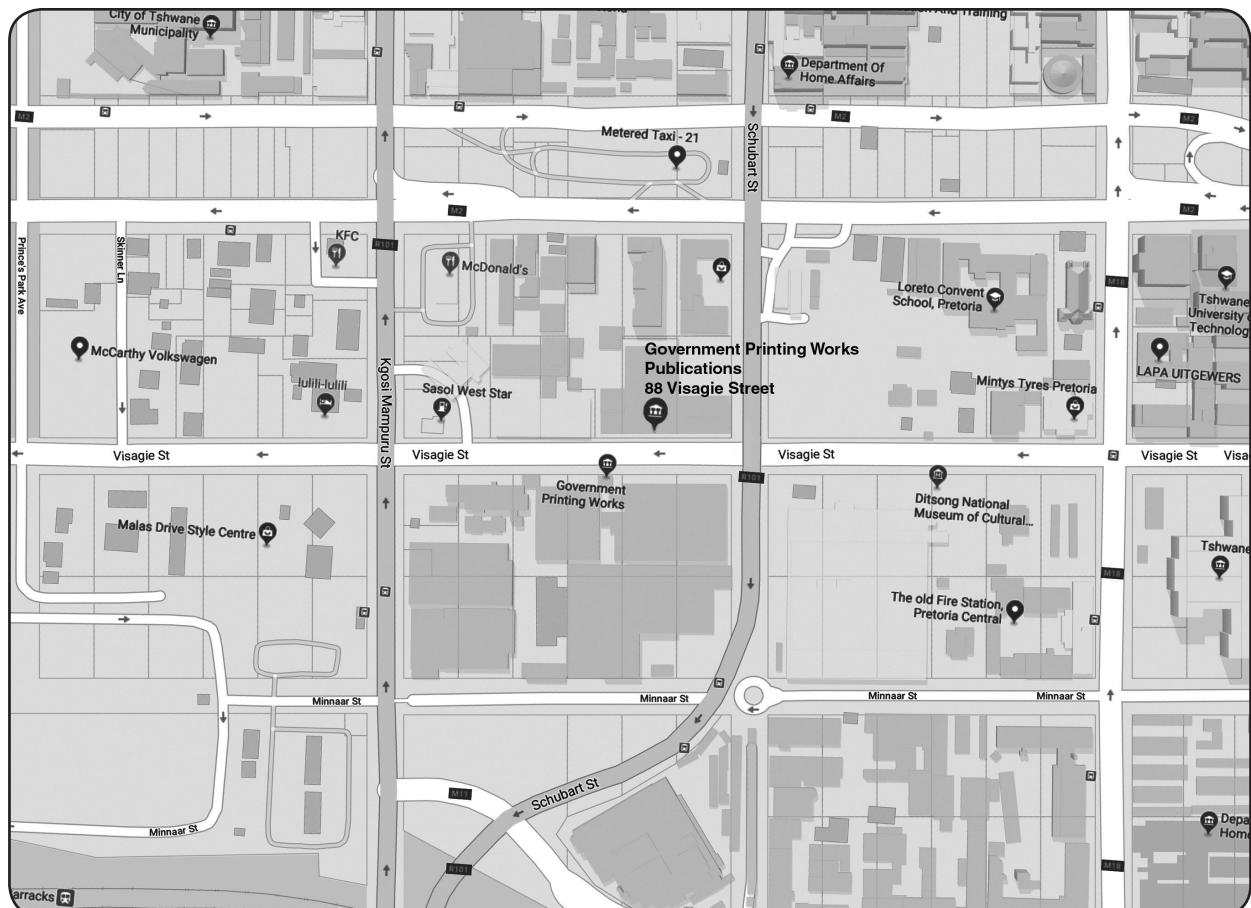
We would like to inform you that with effect from the 1<sup>st</sup> of November 2019, the Publications Section will be relocating to a new facility at the corner of **Sophie de Bruyn** and **Visagie Street, Pretoria**. The main telephone and facsimile numbers as well as the e-mail address for the Publications Section will remain unchanged.

Our New Address:  
**88 Visagie Street**  
**Pretoria**  
**0001**

Should you encounter any difficulties in contacting us via our landlines during the relocation period, please contact:

Ms Maureen Toka  
Assistant Director: Publications  
Cell: 082 859 4910  
Tel: 012 748-6066

We look forward to continue serving you at our new address, see map below for our new location.



**IMPORTANT NOTICE:**

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

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

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government  
printing

Department:  
Government Printing Works  
REPUBLIC OF SOUTH AFRICA

## HIGH ALERT: SCAM WARNING!!!

### TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works (GPW)*.

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

[PROCUREMENT@GPW-GOV.ORG](mailto:PROCUREMENT@GPW-GOV.ORG)

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

*GPW* has an official email with the domain as [@gpw.gov.za](mailto:@gpw.gov.za)

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

*GPW* will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

*Government Printing Works* gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

## Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

### How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at [www.gpwonline.co.za](http://www.gpwonline.co.za)
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.  
Email: [Annamarie.DuToit@gpw.gov.za](mailto:Annamarie.DuToit@gpw.gov.za)

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.  
Email: [Bonakele.Mbhele@gpw.gov.za](mailto:Bonakele.Mbhele@gpw.gov.za)

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.  
Email: [Daniel.Legoabe@gpw.gov.za](mailto:Daniel.Legoabe@gpw.gov.za)

# Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2019**

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

- **27 December 2018**, Thursday for the issue of Friday **04 January 2019**
- **04 January**, Friday for the issue of Friday **11 January 2019**
- **11 January**, Friday for the issue of Friday **18 January 2019**
- **18 January**, Friday for the issue of Friday **25 January 2019**
- **25 January**, Friday for the issue of Friday **01 February 2019**
- **01 February**, Friday for the issue of Friday **08 February 2019**
- **08 February**, Friday for the issue of Friday **15 February 2019**
- **15 February**, Friday for the issue of Friday **22 February 2019**
- **22 February**, Friday for the issue of Friday **01 March 2019**
- **01 March**, Friday for the issue of Friday **08 March 2019**
- **08 March**, Friday for the issue of Friday **15 March 2019**
- **14 March**, Thursday for the issue of Friday **22 March 2019**
- **22 March**, Friday for the issue of Friday **29 March 2019**
- **29 March**, Friday for the issue of Friday **05 April 2019**
- **05 April**, Friday for the issue of Friday **12 April 2019**
- **11 April**, Thursday for the issue of Thursday **18 April 2019**
- **17 April**, Wednesday for the issue of Friday **26 April 2019**
- **25 April**, Thursday for the issue of Friday **03 May 2019**
- **03 May**, Friday for the issue of Friday **10 May 2019**
- **10 May**, Friday for the issue of Friday **17 May 2019**
- **17 May**, Friday for the issue of Friday **24 May 2019**
- **24 May**, Friday for the issue of Friday **31 May 2019**
- **31 May**, Friday for the issue of Friday **07 June 2019**
- **07 June**, Friday for the issue of Friday **14 June 2019**
- **13 June**, Thursday for the issue of Friday **21 June 2019**
- **21 June**, Friday for the issue of Friday **28 June 2019**
- **28 June**, Friday for the issue of Friday **05 July 2019**
- **05 July**, Friday for the issue of Friday **12 July 2019**
- **12 July**, Friday for the issue of Friday **19 July 2019**
- **19 July**, Friday for the issue of Friday **26 July 2019**
- **26 July**, Friday for the issue of Friday **02 August 2019**
- **01 August**, Thursday for the issue of Thursday **08 August 2019**
- **08 August**, Thursday for the issue of Friday **16 August 2019**
- **16 August**, Friday for the issue of Friday **23 August 2019**
- **23 August**, Friday for the issue of Friday **30 August 2019**
- **30 August**, Friday for the issue of Friday **06 September 2019**
- **06 September**, Friday for the issue of Friday **13 September 2019**
- **13 September**, Friday for the issue of Friday **20 September 2019**
- **19 September**, Thursday for the issue of Friday **27 September 2019**
- **27 September**, Friday for the issue of Friday **04 October 2019**
- **04 October**, Friday for the issue of Friday **11 October 2019**
- **11 October**, Friday for the issue of Friday **18 October 2019**
- **18 October**, Friday for the issue of Friday **25 October 2019**
- **25 October**, Friday for the issue of Friday **01 November 2019**
- **01 November**, Friday for the issue of Friday **08 November 2019**
- **08 November**, Friday for the issue of Friday **15 November 2019**
- **15 November**, Friday for the issue of Friday **22 November 2019**
- **22 November**, Friday for the issue of Friday **29 November 2019**
- **29 November**, Friday for the issue of Friday **06 December 2019**
- **06 December**, Friday for the issue of Friday **13 December 2019**
- **12 December**, Thursday for the issue of Friday **20 December 2019**
- **18 December**, Wednesday for the issue of Friday **27 December 2019**

# 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 day of the week	None	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
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
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



## GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
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

### 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.

**GOVERNMENT PRINTING WORKS - BUSINESS RULES**

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.

**QUOTATIONS**

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

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

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

**CANCELLATIONS**

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

**AMENDMENTS TO NOTICES**

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

**REJECTIONS**

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email [info.egazette@gpw.gov.za](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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**GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS**

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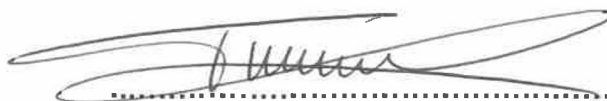
**DEPARTMENT OF LABOUR**

NO. R. 1412

01 NOVEMBER 2019

**LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY  
(BCCEI): EXTENSION OF CONSTRUCTION INDUSTRY AND RETIREMENT  
BENEFIT FUND AMENDING COLLECTIVE AGREEMENT TO NON-PARTIES**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Collective Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 2023.

**MR TW NXESI, MP****MINISTER OF EMPLOYMENT AND LABOUR**

DATE: 21/10/2019

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA - 1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI  
YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA  
KWESIVUMELWANO ESICHIBIYELAYO SESIKHWAMA SOMHLALAPHANSI  
SELULELWA KILABO ABANGEYONA INGXENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi nezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwaxhiwa Kwemigwaqo Namabhuloho**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kUleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 31 kuNcwaba 2023.



**MR TW NXESI, MP**

**UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI**

**USUKU:** 21/10/2019

**SCHEDULE**  
**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY**  
**CONSTRUCTION INDUSTRY AND RETIREMENT BENEFIT FUND COLLECTIVE**  
**AGREEMENT**

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

**Employers' Organisations**

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

**(Hereinafter referred to as the "employer" or the "employers' organisation") of the one party and the-**

**Trade Unions**

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

**(Hereinafter referred to as the "employees" or the "trade unions") of the other party, being the parties to the Bargaining Council for the Civil Engineering Industry), to amend the Agreement published under Government Notice No. R.1107 of 19 October 2018.**

**1. SCOPE OF APPLICATION OF AGREEMENT**

1.1 The terms of this Agreement shall apply to and be observed-

- (a) throughout the Republic of South Africa and
- (b) by all employers and employees in the Civil Engineering Industry who are members of the employers' organisations and the trade unions, respectively.

1.2. All the employers who do not have a retirement benefit fund in favour of their employees in place, shall by publication of this agreement join the Construction Industry Retirement Benefit Fund.

1.3. The rules of the retirement benefit fund referred to in this Agreement shall require that employers and employees contribute equally in respect of each employee's membership of the retirement benefit fund. Provided that a fund which provides solely for payment of benefits on death and disability shall not be deemed to be a pension or provident fund for the purposes of this Agreement.

1.4. Notwithstanding the above, clause 1.2 will not apply to employers contributing to an existing Retirement Benefit Fund, registered in terms of the Pension Fund Act of 1956, which was fully operational before the publication of this agreement.

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T-G.M



- 1.5. This agreement becomes binding on the employers and employees referred to in sub-clause 1.1 to 1.4 once it is extended to non-parties by the Honourable Minister of Labour.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 August 2023.

### CLAUSE 3: DEFINITIONS

Amend the two definitions as stated below with the following:

"Eligible Employee" shall mean an employee who: –

- (i) Is employed as a Permanent Employee of the Employer;
- (ii) Is employed on a Limited duration contract of employment with an Employer for longer than 3 months;
- (iii) Is under the age of 60; and
- (iv) Is not a member of a fund providing retirement benefits which was set up in terms of an agreement under the Labour Relations Act, 66 of 1995, or in terms of a collective agreement concluded in the civil engineering bargaining council in terms of the Labour Relations Act, 66 of 1995.

"Permanent Employee" means any employee who is appointed by an Employer on a permanent basis.

### CLAUSE 9: EXEMPTIONS

9.1 Any person bound by this Agreement may apply to the BCCEI for an exemption from any provision of this agreement.

9.2 Any person affected by the BCCEI decision on the application may lodge an appeal against the decision to the Independent Appeal Board.

Insert new sub-clause 9.3

9.3 Applications for Exemptions and/or Appeals must be dealt with in terms of the guidelines set out in the Exemptions Collective Agreement.

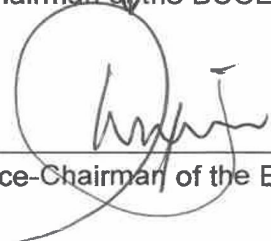
T.G.M  
A. YV<sup>2</sup>


**REMOVAL OF "APPENDIX A" FROM AGREEMENT**

Appendix A to be removed from collective agreement.

SIGNED AT BEFARVIEW....., for and on behalf of the parties, this 15 day of August..... 2019.

  
\_\_\_\_\_  
Chairman of the BCCEI

  
\_\_\_\_\_  
Vice-Chairman of the BCCEI

  
\_\_\_\_\_  
General Secretary of the BCCEI

## DEPARTMENT OF LABOUR

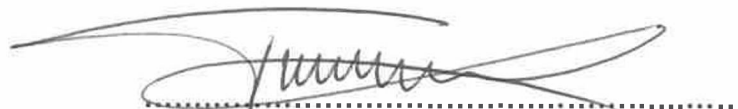
NO. R. 1413

01 NOVEMBER 2019

## LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE GENERAL GOODS AND HANDBAG SECTION AMENDING COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and 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, which was concluded in the **National Bargaining Council of the Leather Industry of South Africa** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 2021.



MR TW NXESI, MP

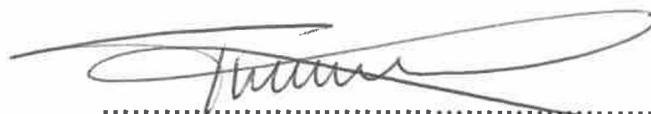
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 21/10/2019

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA -1995**

**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BEMBONI YEZIKHUMBA: UKWELUWA KWESIVUMELWANO SABAQASHI NABASEBENZI BESIGABA SEZIMPAHLA EZIJWAYELEKILE KANYE NEZIKHWAMA EZINCANE EZIPHATHWA ABESIFAZANE ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi nezabaSebenzi ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yezikhumba**, futhi ngokwesigaba 31 soMthetho Wobudlelwano KwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomsombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 30 kuNhlangulana 2021.



.....  
**MNUMZANE TW NXESI, MP**

**UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI**

**USUKU: 21/10/2019**  
.....

**SCHEDULE**  
**NATIONAL BARGAINING COUNCIL OF THE LEATHER**  
**INDUSTRY OF SOUTH AFRICA**  
**GENERAL GOODS AND HANDBAG SECTOR**  
**COLLECTIVE AGREEMENT**

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

(a) **Association of South African Manufacturers of Luggage, Handbags and General Goods**

(Hereinafter referred to as the employers or the “employer organization”) of the one part, and the

(b) **National Union of Leather and Allied Workers (N.U.L.A.W)**

and

(c) **Southern African Clothing and Textile Workers Union**

(Hereinafter referred to as the employees or the trade unions) of the other part, being the parties to the National Bargaining Council of the Leather Industry of South Africa, to amend the Agreement for the General Goods and Handbag Sector, published under Government Notices No. R.1193 of 17 December 2010, R.524 of 24 June 2011, R.1018 of 7 December 2011, R.885 of 2 November 2012, R.771 of 18 October 2013, R.790 of 17 October 2014, R.1044 of 30 October 2015, R.765 of 24 June 2016, R.1280 of 21 October 2016, 758 of 29 September 2017 and R.1230 of 16 November 2018.



## 1. CLAUSE 1 - SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this agreement shall be observed in the General Goods and Handbag Section of the Leather Industry:
  - (a) in the Republic of South Africa,
  - (b) by all employers who are members of the employer organisation, and by all employees who are members of the trade unions who are engaged or employed in the General Goods and Handbag sectors of the Leather Industry respectively.
- (2) Notwithstanding the provisions of subclause (1), the terms of this agreement shall apply only to employees for whom wages are prescribed in Annexure C to the agreement, and to the employers of such employees.
- (3) The terms of this agreement shall not apply to non-parties in respect of Clauses 1(1)(b) and 2(1).

## 2. CLAUSE 2 - DATE AND PERIOD OF OPERATION

- (1) This agreement shall come into operation for the parties on 1 July 2019 and remain in force for the period ending 30 June 2021.
- (2) This agreement shall come into operation for non-parties on such date as the Minister of Labour extends the agreement to non-parties and shall remain in force for the period ending 30 June 2021.

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### 3. CLAUSE 4 WAGES, RATES AND REMUNERATION

Amend subclause (9) "Subsistence Allowance" as follows:

"Where a motor vehicle driver and his assistant are required by their employer to be away from home, an allowance of R200 shall be paid in respect of every night such employees spend away from home."

### 4. ANNEXURE C - WAGE RATES

Substitute the following for Annexure "C"

"Nothing in this agreement shall operate to reduce any time wage at present being paid which is more favourable to an employee than that laid down in this agreement for such employee while he remains in the service of the same employer."



**ANNEXURE C****1. WAGE RATES**

	Column A Per Week	Column B Per Week
(A) The following wage rates shall be paid to employees engaged in the General Goods and Handbag Section of the Industry:		
(i) Foreman (Grade C1) .....	2200.12	2420.13
(ii) Chargehand (Grade B2) .....	1671.64	1838.80
(iii) Despatch Clerk (Grade A3) .....	1407.69	1548.46
(iv) Driver of a motor vehicle authorised to carry or haul a payload of:		
(a) Under 2722 Kg (Grade B1) .....	1459.00	1604.90
(b) Over 2722 Kg (Grade B2) .....	1671.64	1838.80
(v) General Worker (Grade A1) .....	1088.77	1197.65
(vi) Night Watchman (Grade A2) .....	1184.45	1302.90
(vii) Packer (Grade A1) .....	1088.77	1197.65
(viii) Storeman (Grade A3) .....	1407.69	1548.46
(B) The following wage rates shall be paid to qualified employees engaged in the manufacture of Travelling Requisites, Saddlery, Harnesses, Braces, Personal Goods and Handbags:		
(i) Grade A1 .....	1088.77	1197.65
(ii) Grade A2 .....	1184.45	1302.90
(iii) Grade A3 .....	1407.69	1548.46
(iv) Grade B1 .....	1459.00	1604.90
(v) Grade B2 .....	1671.64	1838.80
(vi) Grade B3 .....	1830.37	2013.41

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	Column A Per Week	Column B Per Week
(C) The following wage rates shall be paid to qualified employees engaged in the manufacture of balls in the Magisterial Districts of Belville, Goodwood and Durban and Cricket and Hockey Balls in the Magisterial District of Wynberg:		
(i) Grade A1 .....	1088.77	1197.65
(ii) Grade A2 .....	1184.45	1302.90
(iii) Grade A3 .....	1407.69	1548.46
(iv) Grade B1 .....	1459.00	1604.90
(v) Grade B2 .....	1671.64	1838.80
(vi) Grade B3 .....	1830.37	2013.41
(D) The following wage rates shall be paid to Learners, other than those referred to in subclause (A):		
During the first six months of experience .....	882.62	970.88
During the second six months of experience .....	1053.66	1159.03

## 2. PROPORTION AND RATIO OF EMPLOYEES

### (1) Travelling requisites -

- (a) Not less than one foreman shall be employed in every establishment.
- (b) In each of the wage categories listed in paragraphs (i), (ii), (iii), (iv), (v) and (vi) of subclause (c) not more than one learner may be employed for every qualified employee employed in that category.

### (2) Saddlery -

- (a) Not less than one foreman shall be employed in every establishment.
- (b) In each of the wage categories listed in paragraphs (ii), (iii), (iv), (v), and (vi) of subclause (C), not more than one learner may be employed for every qualified employee employed in that category.

(3) Harness -

- (a) Not less than one foreman shall be employed in each establishment.
- (b) For each employee receiving a wage of not less than R1197.65 per week during the period ending 30 June 2020, not more than one employee may be employed at a wage less than R1197.65: Provided that general workers shall not be taken into consideration when determining the number of such employees that may be employed.

(4) Braces -


For each employee receiving a wage of not less than R1197.65 per week during the period ending 30 June 2020, not more than one employee may be employed at a wage less than R1197.65 per week during the period ending 30 June 2020: Provided that general workers shall not be taken into consideration when determining the number of such employees that may be employed.

(5) Personal Goods -

For each employee receiving a wage of not less than R1197.65 per week during the period ending 30 June 2020, not more than one employee may be employed at a wage less than R1197.65 per week during the period ending 30 June 2020: Provided that general workers shall not be taken into consideration when determining the number of such employees that may be employed.

(6) Handbags -

- (a) Not less than one foreman shall be employed in each *establishment*.

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- (b ) The number of learners employed in each *establishment* shall not exceed three such employees to every two qualified employees employed in such *establishment*.
- (c) Notwithstanding the provisions of subclause (1), the following departmental ratios shall be observed:
- (i) Cutting Department - Not more than three learner cutters shall be employed to every two qualified cutters employed in each *establishment*.
  - (ii) Machining Department - Not more than three learner machinists shall be employed to every two qualified machinists employed in each *establishment*.
  - (iii) Handbag framing department - Not more than three learners handbag framers shall be employed to every two qualified handbag framers employed in each *establishment*.

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SIGNED BY THE PARTIES AT **DURBAN** ON THIS **23<sup>rd</sup>** DAY OF **JULY 2019**.

A OWEN, Member of the Council



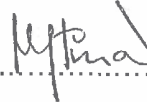
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A BENJAMIN, Member of the Council



.....

V MEMBINKOSI, Member of the Council



.....

S NAIDOO, General Secretary of  
the Bargaining Council



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## DEPARTMENT OF LABOUR

NO. R. 1414

01 NOVEMBER 2019

## LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI): EXTENSION OF AMENDMENT OF WAGE TASK GRADE COLLECTIVE AGREEMENT TO NON-PARTIES**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Wage Task Grade Collective Amending Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Wage Task Grade Amending Collective Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 2021.



MR TW NXESI, MP

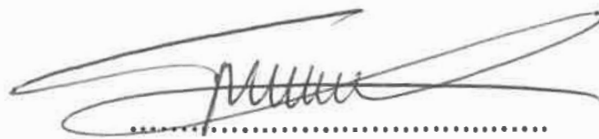
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 21/10/2019

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA KWESIVUMELWANO SEMIHOLO KANYE NESIGABA SEMISEBENZI YEZABASEBENZI ESICHIBIYELAYO, SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi nezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwaxhiwa Kwemigwaqo Namabhuloho**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 31 kuNcwaba 2021.



**MNUMZANE TW NXESI, MP**

**UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI**

**USUKU:**

21/10/2019

**SCHEDULE****BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY  
WAGE AND TASK GRADE COLLECTIVE AGREEMENT**

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

**Employers' Organisation**

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

**(Hereinafter referred to as the "employer" or the "employers' organisations") of the one party and the-**

**Trade Unions**

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

**(Hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Bargaining Council for the Civil Engineering Industry), to amend the Agreement published under Government Notice No. R.951 of 14 September 2018.**

**APPLICATION AND INTERPRETATION OF AGREEMENT****1. Application of the agreement**

1.1 This agreement binds:

- i. All employees in the Civil Engineering industry that are members of the employers' organisations that are party to this agreement; and
- ii. All employees in the bargaining unit, employed in the Civil Engineering industry who are members of the trade unions that are party to this agreement.

T.G.M. 1  
K.V.

1.2 This Agreement must be applied in the jurisdiction of Bargaining Council for the Civil Engineering Industry throughout the Republic of South Africa.

1.3 Except as otherwise provided for in this Agreement, this Agreement establishes the minimum rate of pay for all scheduled employees as defined in the BCCEI Conditions of Employment Collective Agreement irrespective of whether the employee is employed in terms of an exemption from this Agreement or under conditions determined by the Council.

1.4 This agreement applies to learners, only insofar as it is not inconsistent with the Skills Development Act, 1998.

## **2. Period of operation of agreement**

2.1. This amendment becomes binding on the employers and employees referred to sub-clause (1.1), once it is extended by the Honourable Minister of Labour, in terms of Section 32 of the Act 66 of 1995, from a date determined by the Minister of Labour.

2.2 This Agreement shall remain in force until 31 August 2021.

## **CHAPTER I: GENERAL**

### **CLAUSE AMENDMENTS TO AGREEMENT**

Amend sub-clauses 3.1.1, 3.1.2 and 3.1.3 as follows: -

#### **3. Levels of bargaining in the Industry and Peace Obligation**

##### **3.1 Subject to sub-clause 3.2 -**

3.1.1 The Bargaining Council shall be the sole forum for negotiating matters contained in the Wage and Task Grade Collective Agreement;

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T.G.M



3.1.2 During the currency of the Wage and Task Grade Collective Agreement, no matter contained in this agreement may be an issue in dispute for the purposes of a strike or lock-out or any conduct in contemplation of a strike or lock-out;

3.1.3 Any provision in a collective agreement binding an employer and employees covered by the Bargaining Council, other than a collective agreement concluded by the Bargaining Council that requires an employer or a trade union to bargain collectively in respect of any matter contained in the Wage and Task Grade Collective Agreement, is of no force and effect.

3.2 Where bargaining arrangements at plant and company level, excluding agreements entered into under the auspices of the Bargaining Council, are in existence, the parties to such arrangements may, by mutual agreement, modify or suspend or terminate such bargaining arrangements in order to comply with sub-clause 3.1. In the event of the parties to such arrangements failing to agree to modify or suspend or terminate such arrangements by the date of implementation of the Wage and Task Grade Collective Agreement, the wage increases on scheduled rates and not on the actual rates shall be applicable to such employers and employees until the parties to such arrangement agree otherwise.

3.3 The provisions of these clauses shall apply equally to any trade union or employer organisation not party to this Agreement.

## **CHAPTER II: CLAUSE AMENDMENTS TO AGREEMENT**

Amend sub-clauses 1.1 and 1.2 as follows: -

### 1. Provisions relating to an application for exemption

1.1 Any person bound by this Agreement may apply to the BCCEI for an exemption from any provision of this agreement.

1.2 Any person affected by the BCCEI decision on the application may lodge an appeal against the decision to the Independent Appeal Board.

Insert new sub-clause 1.3

1.3 Applications for Exemptions and/or Appeals must be dealt with in terms of the guidelines set out in the Exemptions Collective Agreement.

## **CHAPTER IV: APPENDICES TO AGREEMENT**

Remove/Delete "Appendix A" from collective agreement.


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L.V  
T.G.M

SIGNED AT BEFORVIEW....., for and on behalf of the parties, this day of 15/08/ 2019



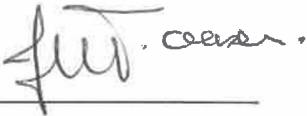
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Chairman of the BCCEI



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Vice-Chairman of the BCCEI



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General Secretary of the BCCEI

## DEPARTMENT OF LABOUR

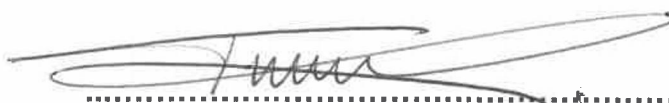
NO. R. 1415

01 NOVEMBER 2019

## LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY  
(BCCEI): EXTENSION OF CONSTRUCTION INDUSTRY AND RETIREMENT  
BENEFIT FUND AMENDING COLLECTIVE AGREEMENT TO NON-PARTIES**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and 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, which was concluded in the **Bargaining Council for the Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Collective Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 2023.



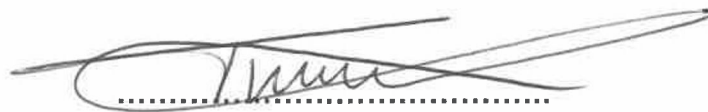
.....  
**MR TW NXESI, MP**

**MINISTER OF EMPLOYMENT AND LABOUR**

**DATE:** 21/10/2019 .....

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA - 1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI  
YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA  
KWESIVUMELWANO ESICHIBIYELAYO SESIKHWAMA SOMHLALAPHANSI  
SELULELWA KILABO ABANGEYONA INGXE NYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi nezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwaxhiwa Kwemigwaqo Namabhuloho**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 31 kuNcwaba 2023.



**MNUMZANE MR TW NXESI, MP**

**UNGGONGQOSHE WEZEMISEBENZI NEZABASEBENZI**

**USUKU: 21/10/2019**

## SCHEDULE

### BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY DISPUTE RESOLUTION COLLECTIVE AGREEMENT

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

#### Employers' Organisation

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

**(Hereinafter referred to as the "employer" or the "employers' organisations")**

**of the one party and the-**

#### Trade Unions

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

**(Hereinafter referred to as the "employees" or the "trade unions") of the other**

**part, being the parties to the Bargaining Council for the Civil Engineering**

**Industry), to publish the Dispute Resolution Collective Agreement**

### APPLICATION AND INTERPRETATION OF AGREEMENT

#### 1. Application of the agreement

##### 1.1 This agreement binds:


- (a) All employees in the Civil Engineering industry that are members of the employers' organisations that are party to this agreement; and
- (b) All employees in the bargaining unit, employed in the Civil Engineering industry who are members of the trade unions that are party to this agreement.

- 1.2 This Agreement must be applied in the jurisdiction of Bargaining Council for the Civil Engineering Industry throughout the Republic of South Africa.
- 1.3 Except as otherwise provided for in this Agreement, the BCCEI established a Committee to deal with applications for exemption from the provisions of the BCCEI's Collective Agreements.
- 1.4 This agreement applies to learners, only insofar as it is not inconsistent with the Skills Development Act, 1998.

**2. Period of operation of agreement: -**

- 2.1 This agreement becomes binding on the employers and employees – refer to sub-clause (1.1), once it is extended by the Honourable Minister of Labour, in terms of Section 32 of the Act 66 of 1995, from a date determined by the Minister of Labour;
- 2.2 This agreement becomes binding on the employers and employees referred to in sub-clause 1.1 to 1.4 once it is extended to non-parties by the Honourable Minister of Labour and shall remain in force until 31 August 2023.

SIGNED AT BEDFORDVIEW, for and on behalf of the parties, this day of 15/08/ 2019

  
\_\_\_\_\_  
Chairman of the BCCEI

  
\_\_\_\_\_  
Vice-Chairman of the BCCEI

  
\_\_\_\_\_  
General Secretary of the BCCEI

## DEPARTMENT OF LABOUR

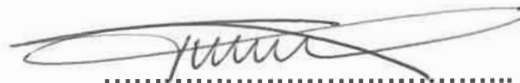
NO. R. 1416

01 NOVEMBER 2019

## LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR CIVIL ENGINEERING INDUSTRY (BCCEI):  
EXTENSION OF EXEMPTIONS COLLECTIVE AGREEMENT TO NON-PARTIES**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and 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, which was concluded in the **Bargaining Council for Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Collective Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 2021.

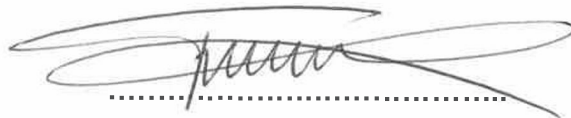
.....  
MR TW NXESI, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 21/10/2019

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA - 1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA KWESIVUMELWANO SOKUKHULULWA SELULELWA KILABO ABANGEYONA INGXYENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi nezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwaxhiwa Kwemigwaqo Namabhuloho**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 31 kuNcwaba 2021.

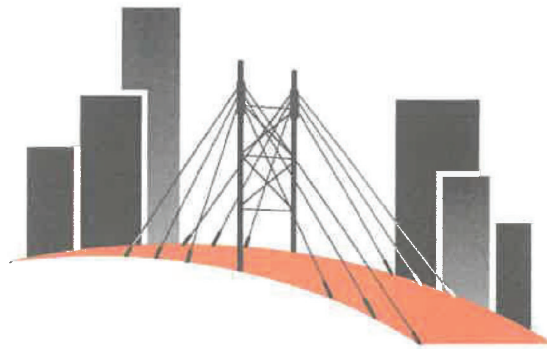


.....  
**MNUMZANE TW NXESI, MP**

**UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI**

**USUKU:** 21/10/2019





# BCCEI

Bargaining Council for the  
Civil Engineering Industry

## EXEMPTIONS COLLECTIVE AGREEMENT

OF THE BARGAINING COUNCIL  
FOR THE CIVIL ENGINEERING INDUSTRY

A. <sup>1</sup> P.V.  
T.G.M

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  - 2.1 application of the agreement
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A. J. V.  
T. G. M.

**SCHEDULE****BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY  
EXEMPTIONS COLLECTIVE AGREEMENT**

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

**Employers' Organisation**

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

**(Hereinafter referred to as the "employer" or the "employers' organisations") of the one party and the-**

**Trade Unions**

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

**(Hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Bargaining Council for the Civil Engineering Industry), to publish the Exemptions Collective Agreement.**

**2. APPLICATION AND INTERPRETATION OF AGREEMENT****2.1 Application of the agreement**

2.1.1 This agreement binds:

- i. All employees in the Civil Engineering industry that are members of the employers' organisations that are party to this agreement; and

*T. G. M.*

- ii. All employees in the bargaining unit, employed in the Civil Engineering industry who are members of the trade unions that are party to this agreement.

2.2 This Agreement must be applied in the jurisdiction of Bargaining Council for the Civil Engineering Industry throughout the Republic of South Africa.

2.3 Except as otherwise provided for in this Agreement, the BCCEI established a Committee to deal with applications for exemption from the provisions of the BCCEI's Collective Agreements.

2.4 This agreement applies to learners, only insofar as it is not inconsistent with the Skills Development Act, 1998.

## **2.5 Period of operation of agreement**

2.5.1. This agreement becomes binding on the employers and employees— refer to sub-clause (1.1), once it is extended by the Honourable Minister of Labour, in terms of Section 32 of the Act 66 of 1995, from a date determined by the Honourable Minister of Labour.

2.5.2 This agreement becomes binding on the employers and employees Referred to in sub-clause 2.1 to 2.4 once it is extended to non-parties by the Honourable Minister of Labour.

2.5.3. This Agreement shall remain in force until: 31 August 2021.

A. <sup>4</sup>  
K.V.  
T.G.M

## Exemptions Collective Agreement

### 3. Definitions

Unless the contrary intention appears, any expression used in this Agreement which is defined in the Labour Relations Act 66 of 1995 ("the Act"), shall have the same meaning as in the Act and any reference to an Act shall include any amendment to such Act.

Any reference to the singular shall include the plural and vice versa and any reference to any gender shall include the other gender and further unless inconsistent with the context:

'**Affected parties**' means the Applicant and any parties opposing the application.

'**Act**' means the Labour Relations Act 66 of 1995.

'**BCCEI**' means the Bargaining Council for the Civil Engineering Industry.

'**CIRBF**' means the Construction Industry Retirement Benefit Fund.

'**Committee**' means the Independent Exemptions Committee.

'**IAB**' means the Independent Appeal Board.

'**Office**' means the BCCEI administration.

'**Scheduled employee**' means an employee whose task grade is reflected in the Wage and Task Grades Collective Agreement.

### 4. Introduction

- a) In terms of the Labour Relations Act, the BCCEI established a Committee to deal with applications for exemption from the provisions of the BCCEI's Collective Agreements.
- b) Applications shall be dealt with within 30 (thirty) calendar days of receipt of the completed application and all supporting documentation.
- c) Appeals in respect of decisions made with regards to exemption applications must be referred to the IAB for a final decision.
- d) Applications must be considered on the basis of this Agreement in order to ensure consistency in the granting or refusing of exemption applications.
- e) Reasons for granting or refusing an application shall be recorded and retained by the Office. These reasons must be supplied to affected parties. The Office will give consideration to motivated requests for such reasons from any other interested parties.
- f) The Committee and the IAB may at any time, after prior notification and after allowing the affected parties an opportunity to make representations, withdraw an exemption either wholly or in part, or amend the conditions under which the exemption was issued, or amend the conditions of employment and other matters regulated under the exemption. Nothing precludes the Committee and the IAB from considering any other submissions in its discretion.

1. 5  
I.V.  
T. G. M

g) Time limits:

- i. An application for exemption from an existing provision of a Collective Agreement must be lodged with the BCCEI not less 3 (three) months prior to the date of intended implementation of the requested exemption.
- ii. An exemption application relating to the payment of the Year-End Bonus, must reach the BCCEI by no later than 15 September of the year in question.
- iii. An application for exemption from any newly published clause of a Collective Agreement (e.g. wage increases) must be lodged with the BCCEI within 30 (thirty) calendar days of the date of publication of the new clause.
- iv. The Committee and IAB may however, on detailed and good cause shown by the Applicant, condone a late application for exemption.

5. Exemptions - Fundamental Principles

These fundamental principles are supplemented by the requirements set out below for specific types of applications.

The BCCEI hereby establishes a Committee, constituted of persons independent of the BCCEI, to consider all applications for exemption from the provisions of the BCCEI Collective Agreements.

The BCCEI further establishes an IAB in terms of section 32 (3)(e) of the Act to consider and decide any appeal from a decision of the Committee.

The following fundamental principles are to be observed in considering and deciding upon, an application for exemption:

- a) Retrospective applications - Applications for exemption must, in principle, not be granted retrospectively prior to the date of the application.
- b) An urgent application may be faxed, e-mailed or hand delivered to the Office. Such an application must contain an explanation as to why the application is made as a matter of urgency. If satisfied that the application is urgent, the Committee or IAB must (i) consider the application; (ii) make a decision; (iii) communicate the decision to the affected parties.
- c) Prescribed forms: All applications must be in writing on the prescribed application forms (obtainable from the Office or the BCCEI website) which, together with supporting documentation, must be sent to the BCCEI for consideration.
- d) The Committee and IAB shall take into consideration all relevant factors, which may include, but shall not be limited to the following criteria:
  - i. The applicant's past record (if applicable) of compliance with the provisions of the BCCEI Collective Agreements.
  - ii. Previous exemptions granted;
  - iii. Any special circumstances that exist;
  - iv. The interest of the industry as regards:

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T. G. M  
f. p. v

- a) Unfair competition;
  - b) Collective bargaining;
  - c) Potential for labour unrest;
  - d) Increased employment,
- v. The interest of employees as regards:
- a) Exploitation;
  - b) Job preservation;
  - c) Sound conditions of employment;
  - d) Possible financial benefits;
  - e) Health and safety;
  - f) Infringement of basic rights.
- vi. The interest of the employer as regards to:
- a) Financial stability;
  - b) Impact on productivity;
  - c) Future relationship with employees and trade unions;
  - d) Operational requirements.
- e) The employer must consult with the workforce - In respect of unionised employees, their trade union representative/s must be consulted and in the case of non-unionised employees, their elected representative/s must be consulted. In the event that employees do not have an elected representative, the employees themselves must be consulted.
- i. Any objections to the application raised by any of the employees or their representative/s must be accurately and fully recorded in a document which must accompany the application.
  - ii. The employer's position in response to the above objections (if any) must also accompany the application.
- f) The Committee and IAB, in considering the application, must take into consideration the views expressed by the parties and other representations received in relation to that application by any other interested parties. The exemption must not contain terms that have an unreasonably detrimental effect on the fair, equitable and uniform application of the BCCEI Collective Agreements. An exemption may not be granted in respect of any issue which is covered by an arbitration award.
- g) An affected party or parties shall have the right to appeal, in writing, against a decision of the Committee, within 30 (thirty) calendar days of having been notified or becoming aware of the Committee's decision and reasons therefore. The notice of appeal must set out the grounds on which the appeal is based.
- 6. Exemptions – Remuneration and Benefits**
- a) Further to the provision of clause 3 above the following provisions will also be applicable to remuneration and benefits related exemptions.
  - b) Remuneration and benefits exemptions may not be granted beyond the expiration of the Collective Agreement.

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T.G.M

- c) Application for exemption from the clauses in the Collective Agreement relating to the payment of the minimum wages, year-end bonus or any other remuneration and/or benefit/s will be dealt with after giving consideration to the following and providing clear evidence of financial difficulties as follows:
- i. The last 3 (three) years' Audited Financial Statements (Income Statements, Balance Sheets, Cashflow Statements, Statements of Changes and Notes). The Audited Financial Statements must be accompanied by a signed Auditor's Report, Accounting Officer in the case of CC's;
  - ii. Management Accounts (Income Statements, Balance Sheets, Cashflow Statements, Statements of Changes and Notes) covering the period from the date of the above Financial Statements to a date not longer than 1 (one) month prior to the date of the application;
  - iii. A detailed explanation of the difficulties being faced by the company and why they should be addressed by means of an exemption as opposed to any other alternative;
  - iv. In the case of an application for exemption from payment of minimum wages, a business plan which includes a timetable setting out how and when the applicant expects to "catch-up" with the minimum wage rate of the industry.
- d) The proposed exemption should be implemented by the applicant until the exemption process has been concluded after which any adjustments must be applied retrospectively from the date of the application of the agreement.

**7. Exemptions - Construction Industry Retirement Benefit Fund ("CIRBF").**

- a) Further to the provision of clause 3 above the following provisions will also be applicable to the CIRBF related exemptions.
- b) The criteria for determining exemptions from the CIRBF are as follows:
  - i. Total contributions to the private fund must be at least equal to those required in terms of the CIRBF;
  - ii. Contribution holidays are to be specifically excluded from proposed rules of a Defined Benefit Fund;
  - iii. Overall benefit package must, on the whole, not be less favourable than the benefits provided by the CIRBF;
  - iv. The comparative percentage of employer net contributions paid out on withdrawal;
  - v. In the case of Defined Contribution Funds, the percentage of the employers' and employees' salary actually credited to the fund, after deduction of administration fees and the cost of insured benefits;
  - vi. There must be no waiting period for membership of the fund;
  - vii. The right to transfer actuarial reserve to the CIRBF on withdrawal;
  - viii. Provision must be made for death and disability insurance;
  - ix. In the case of defined benefit funds, the basis on which the pension is calculated.



- c) CIRBF representatives must be given the opportunity to address management and the workforce prior to exemption being considered.
- d) The majority of the affected employees must support the application for exemption and the remainder will be required to follow the majority decision. Exemption will only be given in respect of all employees in order to avoid selective membership to the possible disadvantage of the CIRBF.
- e) Where the majority of affected employees are members of a trade union which is a signatory to the CIRBF Collective Agreement, the trade union must support the application.
- f) The exemption can be withdrawn by the Committee or IAB should circumstances warrant it.
- g) Benefits may not be reduced without a fresh exemption application to this effect being made and granted.
- h) The application is to be submitted by the Secretariat to the CIRBF Fund Administrators for comparison. The Committee or IAB may approach an independent actuary to evaluate a complex application if and when required.

#### **8. Exemptions from payment of interest**

- a) Applications for exemption from payment of interest levied on payment of fund contributions which are in arrears must be submitted to the BCCEI for consideration by the Committee or IAB.
- b) Applications must be accompanied by the reasons as to why the payments of funds are in arrears.

#### **9. General**

- a) The Committee or IAB may consult an expert(s) when considering applications, or invite oral motivations.
- b) The Office must notify the applicant of the decision of the Committee or IAB within 14 (fourteen) calendar days of the last date of the meeting of the Committee or IAB. Reasons for the decision must be provided, within 14 (fourteen) calendar days of the date of the meeting.
- c) If the application is granted, the Office shall issue an exemptions licence signed by the General Secretary or a person designated by him/her, containing the following:
  - i. The name of the applicant(s);
  - ii. The clause/s of the agreement from which exemption is granted;
  - iii. The period for which the exemption shall operate;
  - iv. The date issued;
  - v. The condition(s) of the exemption granted.

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L. J. V.  
T. G. M.

- d) The Office shall:
- i. Retain a copy of the licence;
  - ii. Forward the licence to the applicant.
- e) The applicant to whom a licence has been issued shall at all times have the licence available for inspection at their establishment/s or site/s.

#### 10. Composition of the Committee and IAB

- a) The BCCEI must appoint members to the Committee and IAB on such terms and conditions they deem fit.
- b) The Committee and IAB will comprise of at least 3 (three) permanent members and one alternative. A minimum of 2 (two) persons will constitute a quorum.
- c) The Committee and IAB members hold office until:
  - i. They resign on 3 (three) months' written notice to the BCCEI;
  - ii. Or the BCCEI resolves to terminate their appointment.

#### 11. Chairperson of the Committee and IAB

- a) The Committee and IAB shall elect one of the permanent members as chairperson at each meeting.

#### 12. Conduct of members of the Committee and IAB

- a) Members of the Committee and IAB must be independent and impartial and perform the functions of office in good faith, and;
- b) Members of the Committee and IAB must recuse themselves from any hearing, should they have a direct financial interest or any other conflict of interest in the subject matter of the application.

#### 13. Quorum

- a) 2 (Two) members of the Committee or IAB form a quorum for any meeting.
- b) If 2 (two) members are present at a meeting and they cannot reach consensus on any issue to be determined, the application must be postponed to a further meeting of the Committee or IAB, any further discussion regarding this application can only take place once the meeting is attended by 3 (three) Committee or IAB members.
- c) If an application to lead oral evidence or to present oral submissions is granted, the application must be heard by a meeting attended by 2 (two) or more members of the Committee or IAB.

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A. L. V.  
T. G. M.

**14. Decisions of the Committee and IAB**


- a) A decision agreed and confirmed in writing by 2 (two) members is as valid as a decision adopted at a duly convened meeting of the Committee or IAB.
- b) The Office shall keep a record of the decisions.

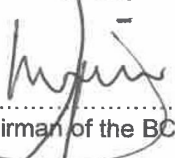
**15. Meetings of the Committee and IAB**

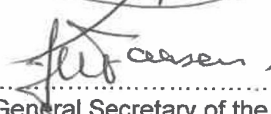
- a) Unless otherwise provided for in this Agreement, the Committee or IAB must determine the date and time for meetings.
- a) The Committee and IAB must meet at least once a month, unless there are no applications to be considered, or when requested to do so by the General Secretary or his/her designate. The meeting of the Committee or IAB must be determined in consultation with the Office.
- b) If a meeting does not finalise an application, the application may be postponed to a date and time determined by the Committee or IAB where applicable.

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K. J. V.  
T. G. M.

Signed for and on behalf of the parties at Johannesburg on 15/08/ 2019

  
.....  
Chairman of the BCCEI

  
.....  
Vice-Chairman of the BCCEI

  
.....  
General Secretary of the BCCEI

## DEPARTMENT OF LABOUR

NO. R. 1417

01 NOVEMBER 2019

## LABOUR RELATIONS ACT, 1995

## REGISTRATION OF A TRADE UNION

I, **Lehlohonolo Daniel Molefe**, Registrar of Labour Relations, hereby notify, in terms of section 109(2) of the Labour Relations Act, 1995, that the **South African Police and Allied Workers Union (SAPAWU) (LR2/6/2/2910)** has been registered as a trade union with effect from 21 October 2019.....

The name of the union is entered into the register of trade unions.



REGISTRAR OF LABOUR RELATIONS

## DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. R. 1418

01 NOVEMBER 2019

**DEEDS REGISTRIES ACT, 1937 (ACT NO. 47 OF 1937): AMENDMENT OF REGULATIONS**

In terms of section 9 (9) of the Deeds Registries Act, 1937 (Act No. 47 of 1937), I, Thokozile Didiza, Minister of Agriculture, Land Reform and Rural Development, hereby approves the regulations contained in the Schedule as made by the Deeds Registries Regulations Board under section 10 of the said Act. The regulations will come into operation two months from the date of publication hereof in the *Gazette*.



**MS THOKOZILE DIDIZA, (MP)**

**MINISTER OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**

## SCHEDULE

### Definitions

1. In this Schedule “the Regulations” mean the Regulations promulgated by Government Notice No. R. 474 of 29 March 1963, as amended.

### Amendment of regulation 68

2. Regulation 68 of the Regulations is hereby amended-

- (a) by the substitution for subregulation (1) of the following subregulation:

“(1) If any deed conferring title to land or any interest therein or any real right, or any registered lease or sublease or registered cession thereof or any mortgage or notarial bond, is lost or destroyed and a copy is required for any purpose other than one of those mentioned in either of the last two preceding regulations, the registered holder thereof or his duly authorized agent may make written application for such copy, which application shall be accompanied by an affidavit describing the deed and stating that it has not been pledged and it is not being detained by any one as security for debt or otherwise, but that it has been actually lost or destroyed and cannot be found though diligent search has been made therefor, and further setting forth where possible the circumstances under which it was lost or destroyed: Provided that where a Registrar is satisfied that any deed mentioned in this paragraph has been inadvertently lost, destroyed, defaced or damaged by him, it shall, notwithstanding the provisions of subregulation (2), be competent for him to issue a copy thereof free of charge and without the need to comply with subregulation (1E), upon submission of an application and affidavit by the relevant conveyancer or person contemplated in section 15A (2).”;

- (b) by the substitution for subregulation (1E) of the following subregulation:

“(1E) (a) Before the issuing of a certified copy of any deed conferring title to land or any interest therein or any real right, or any registered lease or sub-lease or registered cession thereof or any mortgage or notarial bond under this regulation, the applicant shall publish, substantially in the prescribed form, a notification of intention to apply for such certified copy in an issue of a newspaper circulating in the area in which the land is situated and in the case of a notarial bond in an issue of one or more newspapers circulating in the area of every deeds registry in which such notarial bond is registered.

(b) Copies of deeds referred to in paragraph (a) shall be open for inspection in the deeds registry free of charge by any interested person, for a period of two weeks from the date of publication of the notice, during which period any interested person may object to the issue of a copy.

(c) All persons having objection to the issue of such copy must lodge such objection in writing with the relevant Registrar of Deeds within two weeks from the date of the publication of the notice.”; and

(c) by the substitution for subregulation (11) of the following subregulation:

“(11) If the registered holder of a mortgage or notarial bond (which has been lost, destroyed or is unserviceable) or his or her duly authorised agent desires to procure cancellation of the bond, and has made written application duly witnessed to the Registrar to cancel such bond, and has complied, mutatis mutandis, with the provisions of subregulations (1), (2) and (3) of this regulation, the Registrar shall, if he or she is satisfied that no good reason to the contrary exists, cancel the registration duplicate of such bond, and such cancellation shall be deemed to be a cancellation of such bond notwithstanding that the original of such bond was not submitted for cancellation.”.

### **Substitution of regulation 79bis**



3. The following regulation is hereby substituted for regulation 79*bis* of the Regulations:

“79 *bis*. It shall be the duty of the Registrar to notify the Surveyor-General concerned of the registration of a general plan and where any act of registration affects a diagram.”.

### **Substitution of forms**

4. The Regulations are hereby amended-

(a) by the substitution for form JJJ of the following form:

#### **“FORM JJJ**

#### **\* LOST OR DESTROYED DEED**

Notice is hereby given in terms of regulation 68 of the Deeds Registries Act, 1937, of the intention to apply for the issue of a certified copy of .....(here describe the deed) passed by .....in favour of ..... in respect of certain .....(here insert the description of the property, omitting extent) which has been lost or destroyed.

All interested persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds at .....within two weeks from the date of the publication of this notice.

Dated at ..... this..... day of

.....

.....

Applicant

Address  
E-mail address  
Contact number

\* Form does not apply to lost or destroyed bonds"; and

(b) by the substitution for form KKK of the following form:

**"FORM KKK**

**LOST OR DESTROYED BOND**

Notice is hereby given in terms of regulation 68 of the Deeds Registries Act, 1937, of the intention to apply for the issue of a certified copy of ..... (here insert bond code, number and year)..... passed by.....for a capital amount of..... in favour of.....\*in respect of certain..... (here insert the description of the property, omitting extent) which has been lost or destroyed.

All interested persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds at ..... within two weeks from the date of the publication of this notice.

Dated at ..... this..... day of .....

Applicant  
Address  
E-mail address  
Contact number

\* In the case of Notarial Bonds, omit reference to property”.

**Short title**

5. These regulations shall be known as the Deeds Registries Amendment Regulations, 2019.

## DEPARTEMENT VAN LANDELIKE ONTWIKKELING EN GRONDHERVORMING

NO. R. 1418

01 NOVEMBER 2019

**REGISTRASIE VAN AKTES WET, 1937 (WET NO. 47 VAN 1937): WYSIGING  
VAN REGULASIES**

Kragtens artikel 9(9) van die Registrasie van Aktes Wet, 1937 (Wet No. 47 van 1937), keur ek, Thokozile Didiza, Minister van Landbou, Grondhervorming en Landelike Ontwikkeling, hiermee die regulasies soos in die Bylae vervat, uitgevaardig deur die Registrasieregulasieraad kragtens artikel 10 van bedoelde Wet, goed. Die regulasies tree in werking twee maande vanaf die datum van publikasie hiervan in die *Staatskoerant*.



ME THOKOZILE DIDIZA, (LP)

MINISTER VAN LANDBOU, GRONDHERVORMING EN LANDELIKE  
ONTWIKKELING

**BYLAE****Woordomskrywing**

1. In hierdie Bylae beteken “die Regulasies” die regulasies uitgevaardig by Goewermentskennisgewing No. R. 474 van 29 Maart 1963, soos gewysig.

**Wysiging van Regulasie 68**

2. Regulasie 68 van die Regulasies word hierby gewysig-

(a) deur subregulasie (1) deur die volgende subregulasie te vervang:

“(1) As 'n akte waarby reg op grond of enige belang daarin of enige saaklike reg verleen word, of enige geregistreerde huurkontrak of onderhuurkontrak of geregistreerde sessie daarvan of enige verbandakte of notariële verband verlore raak of vernietig is, en 'n afskrif nodig is vir 'n ander doel as vir dié genoem in enigeen van die laaste twee voorafgaande regulasies, kan die geregistreerde houer daarvan, of sy behoorlik gemagtigde agent, skriftelik aansoek doen om sodanige afskrif, en dié aansoek moet vergesel wees van 'n beëdigde verklaring wat die akte beskryf en meld dat dit nie verpand of deur iemand gehou word as sekuriteit vir skuld of andersins nie, maar dat dit werklik verlore geraak het of vernietig is, en dat dit na grondige ondersoek nie te vind is nie, en verder om, waar moontlik, die omstandighede uiteen te sit waaronder dit verlore geraak het of vernietig is: Met dien verstande dat waar 'n Registrateur oortuig is dat enige akte waarna in hierdie paragraaf verwys word, onopsetlik deur hom verloor, vernietig, geskend of beskadig is, hy, nieteenstaande die bepalings van subregulasie (2), 'n afskrif daarvan gratis en sonder die noodsaaklikheid om te voldoen aan die bepalings van subregulasie (1E), kan uitreik by voorlegging van 'n aansoek en beëdigde verklaring deur die betrokke transportbesorger of persoon bedoel in artikel 15A (2).”;

(b) deur subregulasie (1E) deur die volgende subregulasie te vervang:

“(1E) (a) Alvorens 'n gesertifiseerde afskrif van enige akte waarby reg op grond of enige belang daarin of enige saaklike reg verleen word, of enige geregistreerde huurkontrak of onderhuurkontrak of geregistreerde sessie daarvan of enige verbandakte of notariële verband kragtens hierdie regulasie uitgereik word, moet die applikant, substansieel in die voorgeskrewe vorm, 'n kennisgewing van voorneme om aansoek vir sodanige afskrif te doen publiseer in 'n uitgawe van 'n nuusblad wat in omloop is in die gebied waarin die grond geleë is, en in die geval van 'n notariële verband in 'n uitgawe van een of meer nuusblaaië wat in omloop is in die gebied van elke registrasiekantoor waarin sodanige notariële verband geregistreer is.

(b) Afskrifte van aktes na verwys in paragraaf (a) moet kosteloos in die registrasiekantoor ter insae van belanghebbendes beskikbaar gehou word, vir 'n tydperk van twee weke vanaf datum van publikasie van die kennisgewing, gedurende welke tydperk enige belanghebbende teen die uitreiking van 'n afskrif daarvan beswaar mag aanteken.

(c) Alle persone wat beswaar het teen die uitreiking van sodanige afskrif, moet skriftelike beswaar indien by die toepaslike Registrateur van Aktes binne twee weke vanaf datum van publikasie van die kennisgewing.”; en

(c) deur subregulasie (11) deur die volgende subregulasie te vervang:

“(11) As die geregistreerde houer van 'n verband of notariële verband (wat verlore geraak het, vernietig is of onbruikbaar geword het) of sy of haar behoorlik gemagtigde agent begeer om die rojering van die verband te verkry en skriftelik aansoek, behoorlik deur getuies onderteken, gedoen het by die Registrateur om die rojering van sodanige verband, en mutatis mutandis voldoen het aan die bepalings van subregulasies (1), (2) en (3) van hierdie regulasie, moet die Registrateur, as hy of sy oortuig is dat daar geen goeie rede bestaan waarom hy of sy dit nie sou doen nie, die registrasieduplikaat van sodanige verband rojeer, en sodanige rojering word geag 'n rojering van sodanige verband te wees nieteenstaande dat die oorspronklike van sodanige verband nie vir rojering voorgelê is nie.”.

### Vervanging van regulasie 79bis

3. Regulasie 79bis van die Regulasies word hierby deur die volgende regulasie vervang:

“79bis. Met die registrasie van ‘n algemene plan en waar enige registrasiehandeling ‘n kaart raak, is die Registrateur verplig om die betrokke Landmeter-generaal daarvan te verwittig.”.

### Vervanging van Vorms

4. Die Regulasies word hierby gewysig:-
- (a) deur Vorm JJJ deur die volgende vorm te vervang:

#### “VORM JJJ

#### \* VERLORE OF Vernietigde TITELBEWYS

Hiermee word kennis gegee dat kragtens die bepalings van regulasie 68 van die Registrasie van Aktes Wet, 1937, dit die voorneme is om aansoek te doen om die uitreiking van ‘n gesertifiseerde afskrif van .....(beskryf hier die akte) gepasseer deur..... ten gunste van ..... ten aansien van sekere .....(voeg hier in die beskrywing van die eiendom uitsluitende die grootte) wat verlore geraak het of vernietig is.

Alle belanghebbendes wat teen die uitreiking van sodanige afskrif beswaar het, word hierby versoek om dit skriftelik in te dien by die Registrateur van Aktes te ..... binne twee weke vanaf datum van publikasie van ..... hierdie ..... kennisgewing.

Gedateer te ..... op hede die ... dag van .....

.....  
 Aansoeker  
 Adres  
 E-pos adres  
 Kontak nommer

\* Vorm nie van toepassing op verlore en vernietigde verbande nie.”; en

(b) deur Vorm KKK deur die volgende vorm te vervang:

**“VORM KKK**

**VERLORE OF VERNIETIGDE VERBAND**

Hiermee word kennis gegee dat kragtens die bepalings van regulasie 68 van die Aktes Wet, 1937, dit die voorneme is om aansoek te doen om die uitreiking van ‘n gesertifiseerde afskrif van ..... (voeg hier in die verbandkode, nommer en jaar) gepasseer deur .....vir die kapitale bedrag van ..... ten gunste van ..... \*ten aansien van sekere .....(voeg hier in die beskrywing van die eiendom, uitsluitende die grootte) wat verlore geraak het of vernietig is.

Alle belanghebbendes wat teen sodanige uitreiking beswaar het, word hierby versoek om dit skriftelik in te dien by die Registrateur van Aktes te ..... binne twee weke vanaf datum van publikasie van hierdie kennisgewing.

Gedateer te ..... op hede die ..... dag van  
 .....

Aansoeker  
 Adres  
 E-pos adres



Kontak nommer

\* Skrap die verwysing na eiendom in geval van notariële verbande.”.

**Kort titel**

5. Hierdie regulasies heet die Aktesregistrasie Wysigingsregulasies, 2019.





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