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**PROCLAMATIONS • PROKLAMASIES**

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**PROCLAMATION NO. R. 39 OF 2020****by the****PRESIDENT of the REPUBLIC of SOUTH AFRICA****SPECIAL INVESTIGATING UNITS AND SPECIAL TRIBUNALS ACT, 1996 (ACT NO. 74 OF 1996): REFERRAL OF MATTERS TO EXISTING SPECIAL INVESTIGATING UNIT**

WHEREAS allegations as contemplated in section 2(2) of the Special Investigating Units and Special Tribunals Act, 1996 (Act No. 74 of 1996) (hereinafter referred to as “the Act”), have been made in respect of the affairs of the Saldanha Bay Local Municipality (hereinafter referred to as “the Municipality”);

AND WHEREAS the State or the Municipality may have suffered losses that may be recovered;

AND WHEREAS I deem it necessary that the said allegations should be investigated and civil proceedings emanating from such investigation should be adjudicated upon;

NOW, THEREFORE, I hereby, under section 2(1) of the Act, refer the matters mentioned in the Schedule, in respect of the Municipality, for investigation to the Special Investigating Unit established by Proclamation No. R. 118 of 31 July 2001 and determine that, for the purposes of the investigation of the matters, the terms of reference of the Special Investigating Unit are to investigate as contemplated in the Act, any alleged—

- (a) serious maladministration in connection with the affairs of the Municipality;
- (b) improper or unlawful conduct by the officials or employees of the Municipality;
- (c) unlawful appropriation or expenditure of public money or property;
- (d) unlawful, irregular or unapproved acquisitive act, transaction, measure or

- practice having a bearing upon State property;
- (e) intentional or negligent loss of public money or damage to public property;
  - (f) offence referred to in Parts 1 to 4, or section 17, 20 or 21 (in so far as it relates to the aforementioned offences) of Chapter 2 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004), and which offences were committed in connection with the affairs of the Municipality; or
  - (g) unlawful or improper conduct by any person, which has caused or may cause serious harm to the interests of the public or any category thereof,

which took place between 1 January 2017 and the date of publication of this Proclamation or which took place prior to 1 January 2017 or after the date of publication of this Proclamation, but is relevant to, connected with, incidental or ancillary to the matters mentioned in the Schedule or involve the same persons, entities or contracts investigated under authority of this Proclamation, and to exercise or perform all the functions and powers assigned to or conferred upon the said Special Investigating Unit by the Act, including the recovery of any losses suffered by the State or the Municipality, in relation to the said matters in the Schedule.

Given under my Hand and the Seal of the Republic of South Africa at Johannesburg this 9 day of December Two thousand and twenty.

**CM Ramaphosa**  
**President**

By Order of the President-in-Cabinet:

**RO Lamola**  
**Minister of the Cabinet**

**SCHEDULE**

1. The procurement of or contracting for security services by or on behalf of the Municipality, in terms of bid number SBM 45/17/18, and payments made in respect thereof in a manner that was—

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

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

2. Any improper or unlawful conduct by the officials or employees of the Municipality or the service provider in question, or any other person or entity, in relation to the allegations set out in paragraph 1 of this Schedule.



**PROKLAMASIE NO. R. 39 VAN 2020****van die  
PRESIDENT van die REPUBLIEK van SUID-AFRIKA****No. R. 2020****WET OP SPESIALE ONDERSOEKEENHEDE EN SPESIALE TRIBUNALE, 1996  
(WET NO. 74 VAN 1996): VERWYSING VAN AANGELEENTHEDE NA BESTAANDE  
SPESIALE ONDERSOEKEENHEID**

AANGESIEN bewerings soos beoog in artikel 2(2) van die Wet op Spesiale Ondersoekeenheide en Spesiale Tribunale, 1996 (Wet No. 74 van 1996) (hierna na verwys as die "Wet"), gemaak is in verband met die aangeleenthede van die Saldanha Baai Plaaslike Munisipaliteit (hierna na verwys as "die Munisipaliteit");

EN AANGESIEN die Staat of die Munisipaliteit verliese gely het wat moontlik verhaal kan word;

EN AANGESIEN ek dit nodig ag dat gemelde bewerings ondersoek en siviele geskille voortspruitend uit sodanige ondersoek bereg moet word;

DERHALWE verwys ek hierby, kragtens artikel 2(1) van die Wet, die aangeleenthede in die Bylae vermeld, ten opsigte van die Munisipaliteit vir ondersoek na die Spesiale Ondersoekeenheid ingestel by Proklamasie No. R. 118 van 31 Julie 2001 en bepaal dat, vir die doeleindes van die ondersoek van die aangeleenthede, dit die opdrag van die Spesiale Ondersoekeenheid is om soos beoog in gemelde Wet, ondersoek te doen na enige beweerde—

- (a) ernstige wanadministrasie in verband met die aangeleenthede van die Munisipaliteit;
- (b) onbehoorlike of onregmatige optrede deur beamptes of werknemers van die

Munisipaliteit;

- (c) onregmatige bewilliging of besteding van openbare geld of eiendom;
- (d) onwettige, onreëlmatige of nie-goedgekeurde verkrygende handeling, transaksie, maatreël of praktyk wat op Staatseiendom betrekking het;
- (e) opsetlike of nalatige verlies van openbare geld of skade aan openbare eiendom;
- (f) misdryf bedoel in Dele 1 tot 4, van artikel 17, 20 of 21 (vir sover dit op voornoemde misdrywe betrekking het) van Hoofstuk 2 van die Wet op die Voorkoming en Bestryding van Korrupte Bedrywighede, 2004 (Wet No. 12 van 2004), en welke misdrywe in verband met die sake van die Munisipaliteit gepleeg is; of
- (g) onwettige of onbehoorlike optrede deur enige persoon wat ernstige benadeling vir die belange van die publiek of enige kategorie daarvan veroorsaak het of kan veroorsaak,

wat plaasgevind het tussen 1 Januarie 2017 en die datum van publikasie van hierdie Proklamasie of wat plaasgevind het voor 1 Januarie 2017 of na die datum van publikasie van hierdie Proklamasie, wat relevant is tot, verband hou met, insidenteel of bykomstig is tot die aangeleenthede vermeld in die Bylae of wat dieselfde persone, entiteite of kontrakte betrek wat ondersoek word kragtens die volmag verleen deur hierdie Proklamasie, en om al die werksaamhede en bevoegdhede wat deur die Wet aan die gemelde Spesiale Ondersoekeenheid toegewys of opgedra is, uit te oefen of te verrig in verband met die genoemde aangeleenthede in die Bylae, insluitend die verhaal van enige verliese wat deur die Staat of die Munisipaliteit gely is.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Johannesburg op hede die 9 dag van Desember Twee duisend-en-twintig

**CM Ramaphosa**  
**President**

Op las van die President-in-Kabinet:

**RO Lamola**  
**Minister van die Kabinet**

**BYLAE**

1. Die aanskaffing van of kontraktering vir sekuriteitsdienste deur of namens die Munisipaliteit in terme van bodnommer SBM 45/17/18 en betalings wat in verband daarmee gemaak is op 'n wyse wat—

- (a) nie regverdig, mededingend, deursigtig, billik, of koste-effektief was nie;
- (b) strydig was met toepaslike—
  - (i) wetgewing;
  - (ii) handleidings, riglyne, praktyknotas, omsendbriewe of instruksies wat deur die Nasionale Tesourie of toepaslike Provinsiale Tesourie uitgevaardig is; of
  - (iii) handleidings, beleid, prosedures, voorskrifte, instruksies of praktyke van, of wat op die Munisipaliteit van toepassing is,

en verbandhoudende ongemagtigde, onreëlmatige of vrugtelose en verkwiste uitgawes wat deur die Staat of die Munisipaliteit opgedoen was

2. Enige onwettige of onbehoorlike gedrag deur beamptes of werknemers van die Munisipaliteit of die betrokke diensverskaffer, of enige ander persoon of entiteit, ten opsigte van die bewering uiteengesit in paragraaf 1 van hierdie Bylae.

**PROCLAMATION NO. R. 40 OF 2020**

**by the  
PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA**

**SPECIAL INVESTIGATING UNITS AND SPECIAL TRIBUNALS ACT, 1996 (ACT NO. 74 OF 1996): AMENDMENT OF PROCLAMATION NO. R. 4 OF 2020**

Under section 2(4) of the Special Investigating Units and Special Tribunals Act, 1996 (Act No. 74 of 1996), I hereby amend Proclamation No. R. 4 of 2020 (hereinafter referred to as "the Proclamation"), by—

- (a) the substitution for the first paragraph of the Proclamation of the following paragraph:  
"WHEREAS allegations as contemplated in section 2(2) of the Special Investigating Units and Special Tribunals Act, 1996 (Act No. 74 of 1996) (hereinafter referred to as 'the Act') have been made in respect of the affairs of the National Treasury, the State Information Technology Agency (SITA) SOC Ltd. and the Department of Public Service and Administration (hereinafter collectively referred to as "the Institutions"),";
- (b) the substitution for the phrase "National Treasury" in the second paragraph of the Proclamation of the word "Institutions";
- (c) the substitution for the phrase "National Treasury" in the fourth paragraph of the Proclamation of the word "Institutions";
- (d) the substitution for the date "1 January 2016" wherever it appears in the fourth paragraph of the Proclamation of the date "1 November 2013";
- (e) the extension of the period referred to in the fourth paragraph of the Proclamation to the date of publication of this Proclamation;
- (f) the substitution for paragraph 1 of the Schedule to the Proclamation of the following paragraph:

"1. The procurement of, or contracting for the Integrated Financial Management System by or on behalf of the Institutions, and payments made in respect thereof in a manner that was—

(a) not fair, competitive, transparent, equitable or cost-effective;

(b) contrary to applicable—

(i) legislation;

(ii) manuals, guidelines, practice notes, circulars or instructions issued by the National Treasury; or

(iii) manuals, policies, procedures, prescripts, instructions or practices of, or applicable to the Institutions; or

(c) facilitated through the unlawful, irregular or improper intervention of employees or officials of the Institutions,

and any related unauthorised, irregular or fruitless and wasteful expenditure incurred by the Institutions or the State as a result thereof.";

(g) the substitution for paragraph 2 of the Schedule to the Proclamation of the following paragraph:

"2. Any unlawful or improper conduct by employees or officials of the Institutions (including their respective Executive Authorities and agents) or the service providers in question, their employees (including their agents) or any other person or entity, relating to the allegations set out in paragraph 1 of this Schedule."

Given under my Hand and the Seal of the Republic of South Africa at ~~Johannesburg~~ this ~~29~~ day of ~~December~~ Two thousand and twenty.

**President**

By Order of the President-in-Cabinet:

**Minister of the Cabinet**

**PROKLAMASIE NO. R. 40 VAN 2020****van die  
PRESIDENT VAN DIE REPUBLIEK VAN SUID-AFRIKA****WET OP SPESIALE ONDERSOEKEENHEDE EN SPESIALE TRIBUNALE, 1996 (WET NO. 74 VAN 1996): WYSIGING VAN PROKLAMASIE NO. R. 4 VAN 2020**

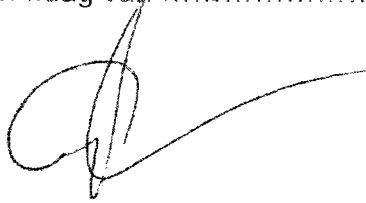
Kragtens artikel 2(4) van die Wet op Spesiale Ondersoekeenheide en Spesiale Tribunale, 1996 (Wet No. 74 van 1996), wysig ek hierby Proklamasie No. R. 4 van 2020(hierna na verwys as "die Proklamasie") deur—

- (a) die eerste paragraaf van die Proklamasie met die volgende paragraaf te vervang:  
"AANGESIEN bewerings soos beoog in artikel 2(2) van die Wet op Spesiale Ondersoekeenheide en Spesiale Tribunale, 1996 (Wet No. 74 van 1996) (hierna na verwys as die "Wet"), gemaak is in verband met die aangeleenthede van die Nasionale Tesourie, die Staatsinligtingstegnologie Agenstskap (SITA) en die Departement van Staatsdiens en Administrasie (hierna kollektief na verwys as "die Instellings")";
- (b) die frase "Nasionale Tesourie" in die tweede paragraaf van die Proklamasie met die woord "Instellings" te vervang;
- (c) die frase "Nasionale Tesourie" in die vierde paragraaf van die Proklamasie met die woord "Instellings" te vervang;
- (d) die datum "1 Januarie 2016" in die vierde paragraaf van die Proklamasie met die datum "1 November 2013" te vervang;
- (e) die verlenging van die tydperk vermeld in die vierde paragraaf van die Proklamasie tot die datum van publikasie van hierdie Proklamasie;
- (f) paragraaf 1 van die Bylae tot die Proklamasie met die volgende paragraaf te vervang:  
"1. Die aanskaffing van of kontraktering vir die Geïntegreerde Finansiële Bestuurstelsel deur of namens die Instellings en betalings wat in verband daarmee gemaak is op 'n wyse wat—
  - (a) nie regverdig, mededingend, deursigtig, billik of koste-effektief was nie; of
  - (b) strydig was met toepaslike—
    - (i) wetgewing;
    - (ii) handleidings, riglyne, praktyknotas, omsendskrywes, of instruksies wat deur die Nasionale Tesourie uitgevaardig is; of
    - (iii) handleidings, beleid, prosedures, voorskrifte, instruksies of

- praktyke van, of wat op die Instellings toepassing is; of
- (c) gefasiliteer was deur die onregmatige, onreëlmatige of onbehoorlike ingryping van werknemers of beamptes van die Instellings, en enige verwante ongemagtigde, onreëlmatige of vrugtelose en verspilde uitgawes wat aangegaan is deur die Instellings of die Staat."; en
- (g) paragraaf 2 van die Bylae tot die Proklamasie met die volgende paragraaf te vervang:
- "2. Enige onregmatige of onbehoorlike optrede deur werknemers of beamptes van die Instellings (insluitend hulle onderskeie Uitvoerende Gesagte en agente), of die betrokke diensverskaffers, hulle werknemers (insluitend hulle agente) of enige ander persoon of entiteit met betrekking tot die bewerings uiteengesit in paragraaf (1) van hierdie Bylae."

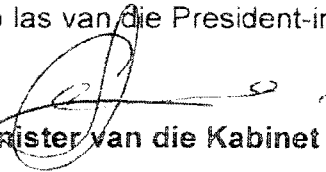
Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te ~~Johannesburg~~ op hede die 09 dag van DESEMBER Tweeduisend-en-twintig

**President**



Op las van die President-in-Kabinet:

**Minister van die Kabinet**



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**GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS**

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

NO. R. 1395

24 DECEMBER 2020

**CONSERVATION OF AGRICULTURAL RESOURCES ACT, 1983  
(ACT NO. 43 OF 1983)****INVITATION FOR PUBLIC COMMENTS ON FARM PLANNING REGULATION**

I, Angela Thokozile Didiza, Minister of Agriculture, Land Reform and Rural Development acting under powers vested in me by Section 29 (1) (e) and 2 which reads with Section 6 (4) of the Conservation of Agricultural Resources Act, Act no. 43 of 1983 (CARA), hereby publish a notice for the intention to declare a regulation on farm planning as set out in the schedule below.

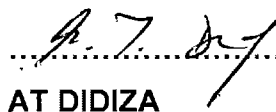
All interested and affected departments, institutions, organizations and individuals are hereby invited to submit written comments and inputs on the proposed regulation.

Comments must be submitted within 30 days from the date of publication of this Notice to the attention of:

Ms RL Bosoga or Ms NC Ntlokwana  
Directorate: Land and Soil Management  
130 Union Street  
Riviera  
PRETORIA  
0001

E-mail: [lydcaul@landagwv.co.za](mailto:lydcaul@landagwv.co.za)

Tel No.: 012 319 7686/ 012 319 7567

  
.....  
AT DIDIZA

**Minister: Agriculture, Land Reform and Rural Development**



## SCHEDULE

### Definitions

1. Any word or expression in this scheme to which a meaning has been assigned in the Act shall have that meaning and, unless the context otherwise indicates -

**drainage work** means a soil conservation work classified in terms of section 6 (2) as a drainage work;

**drought relief work** means a soil conservation work classified in terms of section 6 (4) as a drought relief work;

**excessive soil loss** means the loss of soil through erosion that in the opinion of the executive officer exceeds the norm which he deems tolerable in a given situation with due regard to the relevant natural factors and farming practices;

**executive officer** means the executive officer appointed in terms of section 4 of the Act

**extension office** means an office of the department established with a view to the rendering of agricultural extension services;

**farm plan** means a farm plan referred to in section 7;

**farm unit** for the purpose of these regulations means one or more pieces of land, each of which is registered separately in a deeds office, and which is framed as a single unit; and-

in communally owned land any land that is clearly demarcated as a project area for the purpose of a government program

**protection work** means a soil conservation work classified in terms of section 6 (1) as a protection work;

**the Act** means the Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983), and the regulations made thereunder;

**veld** means land which is not being or has not been cultivated and on which indigenous vegetation, or other vegetation which in the opinion of the executive officer is or can be utilised as grazing for animals, occurs;

**veld utilisation work** means a soil conservation work classified in terms of section 6 (3) as a veld utilisation work; and

**waterway** means an artificial flow path constructed on land in order to carry away run-off water without causing excessive soil loss.

### Name of regulations

2. this regulation shall be known as the Farm Planning Regulation.

**Objects of this Regulation**

3. The objects of this regulation shall be to promote farm planning in support of sustainable management of agricultural land with a view to maintaining the production potential of land and to combating or preventing degradation of natural agricultural resources.

**Application of this regulation**

4. This regulation shall apply to all land currently and in future will be used for agricultural production except land specified in section 2 (1) of the Act.
- 4.1 The following categories of agricultural land are prioritized-
- (a) land under government funded programs
  - (b) land under direction in terms of Section 7 of the Act
  - (c) land subject to degradation in contravention of the objects of the Act

**Farm plan**

- 5.(1) A farm plan shall be requested from a local Provincial Agricultural Office by the land user in terms of section 10 of the Act for use by him in connection with the utilisation and conservation of the natural agricultural resources.
- (2) Such a farm plan shall consist of -
- (a) a map of the farm unit concerned on which the approximate positions of all existing and proposed soil conservation works, as well as of all roads, railway lines, watercourses, permanent fountains, boreholes, buildings, other prominent land marks and such other particulars as are deemed necessary for the purposes of the Act or a scheme are indicated;
  - (b) a list of the soil conservation works that -
    - (i) are recommended for construction on the farm unit concerned,
    - (ii) have already been constructed on the farm unit concerned, irrespective of whether subsidies were previously paid in respect thereof in terms of any scheme or government program
  - (c) a management programme or plan with regard to the utilisation and conservation of the natural agricultural resources on the farm unit concerned, in so far as it relates to:
    - (i) the management of the veld and lands of that farm unit;
    - (ii) the maximum number of each kind, type or breed of animal that should be kept on that farm unit;
    - (iii) the size and composition of the herds that should be kept on that farm unit; and
    - (iv) such other matters as may be deemed expedient in a particular case; and
  - (d) such further documents as may be deemed necessary in particular case.
- (3) A document as referred to in CARA that -
- (a) consists of a map referred to in subsection (2) (a) and a list referred to in subsection (2) (b);

- (b) has been provided to the current owner of a farm unit prior to the date of commencement of this scheme; and
- (c) is still in force on such date of commencement,  
  
shall be deemed to be a farm plan referred to in subsection (1): **Provided that such a farm plan shall be supplemented with a management programme referred to in subsection (2) (c) on the first occasion that such map or list is amended, supplement or substituted in terms of subsection (4).**
- (4) The executive officer may at any time, either of his own accord or at the request of the owner of a farm unit, amend, supplement, substitute or, subject to the provisions of subsection (5), withdraw the farm plan for that farm unit.
- (5) If any assistance has been rendered in regard to land under a scheme or any subsidy or grant has been paid or made in regard to the land the farm plan for that farm unit shall not be withdrawn in terms of subsection (4) unless-
  - (a) another farm plan is issued for it;
- (6) The executive officer will provide a farm planning guideline to support the implementation of these regulations; such guidelines may be-
  - (1) Amended by the executive officer
  - (2) Supplemented by additional technical manuals approved by the executive officer

### **Farm plan register**

- 8. The executive officer shall maintain a Farm Plan Register of all farm plans generated or amended under these regulations
  - (1) Such register shall be on a prescribed format containing obligatory information
  - (2) Obligatory information relevant referred to in subsection (1) in regard to-
    - (a) locality: province, district municipality, local municipality, GPS coordinates
    - (b) property description: farm name, farm number, registration division where applicable, farm portion number
    - (c) extent of property
    - (d) program applicable to the farm plan
    - (e) project name in the case of a government program or community project
    - (f) Theme of project: veld management; conservation agriculture; erosion control;
  - (3) Information referred to under subsection (1) shall be provided to the executive officer at intervals determined by the executive officer by authorities providing farm plans as per subsection 4(4)-

- (a) authorities responsible for implementation of government programs as per
- (b) division responsible for directions under section 7 of the Act
- (c) extension office responsible for farm planning of degraded land

**Commencement**

9. This regulation shall come into operation on the date that will be published by the Minister.

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. R. 1396

24 DECEMBER 2020

## CONSERVATION OF AGRICULTURAL RESOURCES ACT, 1983

(ACT NO. 43 OF 1983)

## INVITATION FOR PUBLIC COMMENTS: REGULATIONS: AMENDMENT

I, Angela Thokozile Didiza, Minister of Agriculture, Land Reform and Rural Development, acting under section 2 (3) of the Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983) hereby make notice that I intend to amend the regulations as set out in the Schedule below.

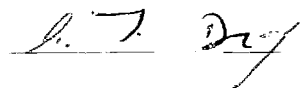
Interested persons, institutions and organisations are hereby invited to submit written comments and inputs on the proposed regulations.

Comments must be submitted in writing within 30 days from date of publication of this Notice. They must be sent for the attention of:

Ms Mpume Ntlokwana  
Directorate: Land and Soil Management  
130 Union Street  
Riviera  
PRETORIA  
0001

E-mail: [MpumeN@dalrrd.gov.za](mailto:MpumeN@dalrrd.gov.za)

Tel: 012 319 7567

**AT DIDIZA****Minister of Agriculture, Land Reform and Rural Development**

## SCHEDULE

### Definition

1. In this Schedule “the regulations” means the regulations published by Government Notice No. R. 1048 of 25 May 1984 as amended by Government Notice No. R.2687 of 6 December 1985 and Government Notice No. R. 280 of 30 March 2001.

### Amendment of Table 3 of regulation 15

1. Table 3 of the Regulations 15 is hereby amended by insertion of the *Amaranthus palmeri* as a declared weed under the Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983).

## DEPARTMENT OF EMPLOYMENT AND LABOUR

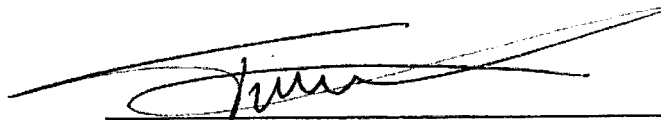
NO. R. 1397

24 DECEMBER 2020

## LABOUR RELATIONS ACT, 1995

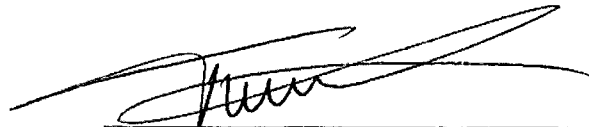
**BUILDING BARGAINING COUNCIL, NORTH AND WEST BOLAND:  
EXTENSION OF MAIN AMENDING COLLECTIVE AGREEMENT TO  
NON-PARTIES**

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 **Building Bargaining Council, North and West Boland** 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 31 December 2023.

  
MR TW NXESI, MP  
MINISTER OF EMPLOYMENT AND LABOUR  
DATE: 23/10/2020

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI  
NABASEBENZI EMBONINI YEZOKWAKHA ENYAKATHO KANYE  
NASENTSHONALANGA YEBOLAND:  
UKWELULELWA KWESIVUMELWANO SABAQASHI NABASEBENZI  
SELULELWA KULABO ABANGEYONA INGXYENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nezabasebenzi, lapha 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 Yezokwakha eNyakatho Kanye naseNtshonalanga yeBoland, 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 kuZibandlela 2023.



**MNUMZANE TW NXESI, MP**  
**UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI**  
**USUKU:** 28/10/2020



## SCHEDULE

### BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND

#### MAIN COLLECTIVE AGREEMENT

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

**Meesterbouers Assosiasie Groter Boland (MBA Groter Boland)**

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

**Building Workers Union**

(hereinafter referred to as the "employees" or the "trade union") of the other part, being the parties to the Building Bargaining Council North and West Boland,

to amend the Collective Agreement, extended to non-parties, published under Government Notice R. 120 of 08 February 2019.

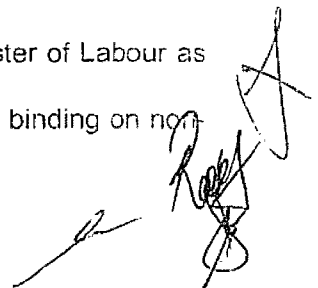
#### 1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed-
- (a) by all employers and by all employees engaged or employed in the Building Industry who are members of the employers' organisations and the trade union, respectively;
  - (b) in the Magisterial Districts of Ceres, Montagu, Robertson, Tulbagh and Worcester;
  - (c) Overberg District Municipality excluding Overstrand Local Municipality (which includes Gansbaai, Hangklip, Kleinmond, Hermanus and Stanford);

- (d) Central Karoo District Municipality (excluding the Magisterial District of Beaufort-West); and
  - (e) West Coast District Municipality (excluding the Magisterial District of Malmesbury).
- (2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall apply to-
- (a) only those classes of employees for whom wages are prescribed in this Agreement;
  - (b) apprentices and learners only in so far as the provisions are not inconsistent with the provisions of the Manpower Training Act, 1981, and the Skills Development Act, 1998, or any conditions fixed there under.
  - (c) labour-only contractors, working partners and working directors, principals and contractors.
- (3) Notwithstanding the provisions of sub-clause (1)(a), the terms of this Agreement shall not apply to -
- (a) clerical employees and administrative staff;
  - (b) university students and graduates in building science and construction surveyors and other such persons doing practical work in the completion of their academic training;
  - (c) foremen or general foremen;
  - (d) non-parties in respect of clauses 1(1) (a) and 1A of this Agreement.

#### 1A. PERIOD OF OPERATION

This agreement shall come into operation on the date fixed by the Minister of Labour as the effective date on which the Agreement shall be extended to become binding on non-

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parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 31 December 2023.

## 2. CLAUSE 9: CONDITIONS OF SERVICE

### 2.1 Add following after sub-clause (4)(c)

#### “(4) Overtime

- (d) For the period December 2020 employees may work on Saturdays at normal hourly wages plus fringe benefits due to work losses caused by the Covid-19 pandemic, and on Sundays at double their hourly wages without benefits until 31 December 2020.”

### 2.2 Substitute the following for sub-clause (6)(a) and (b):

#### “(6) Annual leave

- (a) The closing period of the building industry starts at 17:00 and will re-open at 08:00 on the following periods:

PERIOD	CLOSING DATE	RE-OPENING DATE
From the date of commencement of this Agreement to 31 October 2021	15 December 2020	11 January 2021
For the period 1 November 2021 to 31 October 2022	15 December 2021	10 January 2022
For the period 1 November 2022 to 31 October 2023	15 December 2022	11 January 2023

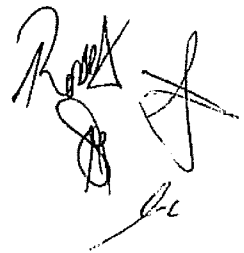
- (b) If building work is required, employers will be allowed to make prior arrangements with the Council in order to work, during the official period of leave. If there are employees working during this period, employees will be paid at normal pay rates, except Saturdays and

Sundays who will be paid as prescribed by the Basic Conditions of Employment Act of 1997. No building work will be allowed between 16:00 on the 24th December until 08:00 on 8th January."

**2.3 Add the following after sub-clause (16)**

**"(17) Parental leave**

- (1) An employee, who is a parent of a child, is entitled to at least ten consecutive days parental leave.
- (2) An employee may commence parental leave on-
  - (a) the day that employee's child is born; or
  - (b) the date-
    - (i) that the adoption order is granted; or
    - (ii) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child,whichever date occurs first.
- (3) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to-
  - (a) commence parental leave; and
  - (b) return to work after parental leave.
- (4) Notification in terms of subsection (3) must be given-
  - (a) at least one month before the-
    - (i) employee's child is expected to be born; or
    - (ii) date referred to in subsection 2(b) : or



(b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

(5) The payment of parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act 63 of 2001).

**(18) Adoption leave**

(1) An employee, who is an adoptive parent of a child who is below the age of two, is subject to subsection (6), entitled to-

(a) adoption leave of at least ten weeks consecutively; or

(b) the parental leave referred to in subclause 17.

(2) An employee may commence adoption leave on the date-

(a) that the adoption order is granted; or

(b) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child,

whichever date occurs first.

(3) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to-

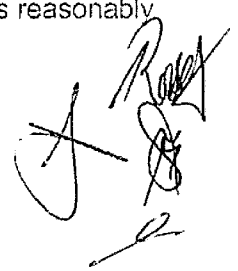
(a) commence adoption leave; and

(b) return to work after adoption leave.

(4) Notification in terms of subsection (3) must be given-

(a) at least one month before the date referred to in subsection (2); or

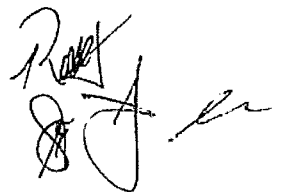
(b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

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- (5) The payment of adoption benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act 63 of 2001).
- (6) If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for the parental leave referred to in subclause 17: Provided that the selection of choice must be exercised at the option of the two adoptive parents.
- (7) If a competent court orders that a child is placed in the care of two prospective adoptive parents, pending the finalisation of an adoption order in respect of that child, one of the prospective adoptive parents may apply for adoption leave and the other prospective adoptive parent may apply for the parental leave referred to in subclause 17: Provided that the selection of choice must be exercised at the option of the two prospective adoptive parents.

**(19) Commissioning parental leave**

- (1) An employee, who is a commissioning parent in a surrogate motherhood agreement is, subject to subsection (6), entitled to-
  - (a) commissioning parental leave of at least ten weeks consecutively; or
  - (b) the parental leave referred to in subclause 17.
- (2) An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.
- (3) An employee must notify as employer in writing, unless the employee is unable to do so, of the date on which the employee intends to-
  - (a) commence commissioning parental leave; and

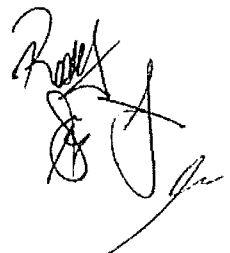


- (b) return to work after commissioning parental leave.
- (4) Notification in terms of subsection (3) must be given-
  - (a) at least one month before a child is expected to be born as a result of a surrogate mother agreement; or
  - (b) if it is not reasonably practicable to do so, as soon as reasonably practicable.
- (5) The payment of commissioning parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act 63 of 2001).
- (6) If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may apply for the parental leave referred to in subsection 17: Provided that the selection of choice must be exercised at the option of the two commissioning parents.
- (7) In this section, unless the context otherwise indicates-
  - “**commissioning parent**” has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act 38 of 2005); and
  - “**surrogate motherhood agreement**” has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act 38 of 2005).”

### 3. CLAUSE 10: REMUNERATION

#### 3.1 Substitute the following for sub-clause (10)(1):

“(1) **Basic wage:** The basic wage in the Industry shall be as follows:

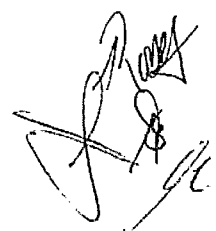


## From the date of commencement of this Agreement to 31 October 2021

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per	per	per	per
	hour	hour	hour	hour
(a) (1) Cleaner	22,47	22,47	22,47	22,47
(2) Cleaner (New)	22,47	22,47	22,47	22,47
(b) (1) Beginner Labourer/Prefabricated Concrete wall Labourer	22,47	22,47	22,47	22,47
(2) Beginner Labourer/Prefabricate Concrete wall Labourer (New)	22,47	22,47	22,47	22,47
(c) (1) Labourer	22,47	22,47	22,47	22,47
(2) Labourer (New)	22,47	22,47	22,47	22,47
(d) (1) General Worker	24,29	24,29	22,48	23,56
(e) Builder worker & Leaner Category 4	26,73	26,73	24,73	25,92
(f) Builder worker & Leaner Category 3	29,39	29,39	27,20	28,52
(g) Builder worker & Leaner Category 2	32,34	32,34	29,92	31,38
(h) Builder worker & Leaner Category 1	35,57	35,57	32,92	34,51
(i) Artisan: Carpet/Floor layer, Crane Operator, Painter, and Water proofer	39,13	39,13	37,97	37,97
(j) (1) Artisan in all others trades	43,05	43,05	41,75	41,75

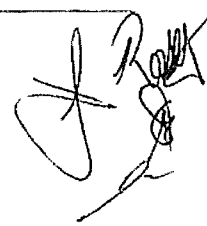


(2) Artisan in all others trades	47,36	47,36	45,92	45,92
(3) Artisan in all others trades	52,08	52,08	50,52	50,52
(4) Artisan in all others trades	57,30	57,30	55,57	55,57
(5) Artisan in all others trades	63,02	63,02	61,14	61,14
(6) Artisan in all others trades	69,33	69,33	67,25	67,25
(7) Artisan in all others trades	76,26	76,26	73,98	73,98
(8) Artisan in all others trades	83,88	83,88	81,37	81,37
	per day	per day	per day	per day
(k) Guards (full time) Per day (9 hours)	202,25	202,25	202,25	202,25
(l) Drivers of motor vehicles and operators	per day	per day	per day	per day
which are required to be in possession of				
a code: Per day (9 hours)				
(1) B licence	240,59	240,59	222,57	233,28
(2) C1 licence	264,55	264,55	244,82	256,69
(3) C or EB of EC1 licence	291,07	291,07	269,35	282,38
(4) EC licence	352,19	352,19	341,65	341,65



## For the period 1 November 2021 to 31 October 2022

Category of employee	1 November 2021 to 31 October 2022			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per	per	per	per
	hour	hour	hour	hour
(a) (1) Cleaner	23,15	23,15	23,15	23,15
(2) Cleaner (New)	23,15	23,15	23,15	23,15
(b) (1) Beginner Labourer/Prefabricated				
Concrete wall Labourer	23,15	23,15	23,15	23,15
(2) Beginner Labourer/Prefabricate				
Concrete wall Labourer (New)	23,15	23,15	23,15	23,15
(c) (1) Labourer	23,15	23,15	23,15	23,15
(2) Labourer (New)	23,15	23,15	23,15	23,15
(d) (1) General Worker	25,02	25,02	23,16	24,27
(e) Builder worker & Leaner Category 4	27,53	27,53	25,47	26,70
(f) Builder worker & Leaner Category 3	30,28	30,28	28,02	29,37
(g) Builder worker & Leaner Category 2	33,31	33,31	30,82	32,32
(h) Builder worker & Leaner Category 1	36,64	36,64	33,91	35,54
(i) Artisan: Carpet/Floor layer, Crane				
Operator, Painter, and Water proofer	40,31	40,31	39,11	39,11
(j) (1) Artisan in all others trades	44,34	44,34	43,01	43,01
(2) Artisan in all others trades	48,78	48,78	47,30	47,30



(3) Artisan in all others trades	53,64	53,64	52,03	52,03
(4) Artisan in all others trades	59,02	59,02	57,24	57,24
(5) Artisan in all others trades	64,91	64,91	62,97	62,97
(6) Artisan in all others trades	71,41	71,41	69,26	69,26
(7) Artisan in all others trades	78,55	78,55	76,20	76,20
(8) Artisan in all others trades	86,39	86,39	83,81	83,81
	per day	per day	per day	per day
(k) Guards (full time) Per day (9 hours)	208,35	208,35	208,35	208,35
(l) Drivers of motor vehicles and operators	per day	per day	per day	per day
which are required to be in possession of				
a code: Per day (9 hours)				
(1) B licence	247,77	247,77	229,23	240,30
(2) C1 licence	272,52	272,52	252,18	264,33
(3) C or EB of EC1 licence	299,79	299,79	277,38	290,88
(4) EC licence	362,79	362,79	351,99	351,99

## For the period 1 November 2022 to 31 October 2023

Category of employee	1 November 2022 to 31 October 2023			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R per hour	R per hour	R per hour	R per hour
(a) (1) Cleaner	23,84	23,84	23,84	23,84
(2) Cleaner (New)	23,84	23,84	23,84	23,84
(b) (1) Beginner Labourer/Prefabricated Concrete wall Labourer	23,84	23,84	23,84	23,84
(2) Beginner Labourer/Prefabricate Concrete wall Labourer (New)	23,84	23,84	23,84	23,84
(c) (1) Labourer	23,84	23,84	23,84	23,84
(2) Labourer (New)	23,84	23,84	23,84	23,84
(d) (1) General Worker	25,77	25,77	23,85	25,00
(e) Builder worker & Leaner Category 4	28,36	28,36	26,24	27,50
(f) Builder worker & Leaner Category 3	31,18	31,18	28,86	30,25
(g) Builder worker & Leaner Category 2	34,31	34,31	31,74	33,29
(h) Builder worker & Leaner Category 1	37,74	37,74	34,93	36,61
(i) Artisan: Carpet/Floor layer, Crane Operator, Painter, and Water proofer	41,52	41,52	40,28	40,28
(j) (1) Artisan in all others trades	45,67	45,67	44,30	44,30
(2) Artisan in all others trades	50,24	50,24	48,72	48,72

(3) Artisan in all others trades	55,25	55,25	53,59	53,59
(4) Artisan in all others trades	60,79	60,79	58,96	58,96
(5) Artisan in all others trades	66,86	66,86	64,86	64,86
(6) Artisan in all others trades	73,55	73,55	71,34	71,34
(7) Artisan in all others trades	80,90	80,90	78,48	78,48
(8) Artisan in all others trades	88,98	88,98	86,33	86,33
	per day	per day	per day	per day
(k) Guards (full time) Per day (9 hours)	214,56	214,56	214,56	214,56
(l) Drivers of motor vehicles and operators which are required to be in possession of a code: Per day (9 hours)	per day	per day	per day	per day
(1) B licence	255,24	255,24	236,16	247,50
(2) C1 licence	280,62	280,62	259,74	272,25
(3) C or EB of EC1 licence	308,79	308,79	285,66	299,61
(4) EC licence	373,68	373,68	362,52	362,52

Provided that the aforementioned wages shall not be less than those prescribed in terms of the Manpower Training Act, 1981, or the Skills Development Act, 1998: Provided further that the wages specified above for drivers/plant operators shall be payable if such employees have worked 42 hours in any week. If such employees have, however, worked less than 42 normal hours in any week, their wages for that week shall be

calculated as follows: The above specified wages divided by 42 hours, multiplied by the actual number of normal working hours worked."

### 3.2 Substitute the following for sub-clause (7)(a) and (b):

#### "(7) Accommodation

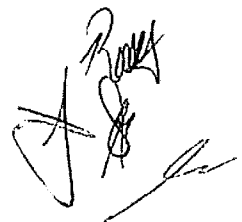
(a) An employee who, in the performance of his duties, is required to work away from his ordinary place of residence at a place of work so situated that such employee is unable to return to his normal place of residence, shall in respect of every night he spends away from his ordinary place of residence, be afforded suitable sleeping facilities, suitable bath facilities, separate toilet facilities, cooking facilities and hot water. The place of residence should be well ventilated with windows and doors, and should have a solid floor (not a soil floor). It should be free of charge to the employee. All transport required shall be provided free of charge by the employer.

(b) In respect of each night that such an employee spends away from his usual place of residence a living away allowance will be paid to the employee as follows:

PERIOD PER NIGHT	GREATER-BOLAND	WEST-BOLAND
From the date of commencement of this Agreement to 31 October 2021	R54,45	R54,45
For the period 1 November 2021 to 31 October 2022	R54,45	R54,45
For the period 1 November 2022 to 31 October 2023	R54,45	R54,45

## 4. CLAUSE 14: HOLIDAY FUND

### 4.1 Substitute the following for sub-clauses (1), (2), (3) and (4):



- (1) The Holiday Fund is hereby continued and shall be continued to be administered by the Council for the purposes of providing eligible employees with leave pay for the period of annual leave in terms of clause 9(6) of the Agreement. Holiday Fund pay-out at the end of the year shall be for fifteen (15) working days. Moneys contributed to the Fund by employers shall be invested as provided for in terms of section 53(5) of the Act.
- (2) **Contributions by the employer:** (a) An employer shall contribute an amount to the holiday fund on behalf of an eligible employee for each day that the employee remains in his/her employ (a contribution day), which amount shall be calculated as follows:

**From the date of commencement of this Agreement to 31 October 2021**

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
Employees for whom wages are prescribed in-	R	R	R	R
	per	per	per	per
	day	day	day	day
(i) clause 10 (1) (a) (1)	11,56	11,56	11,56	11,56
(ii) clause 10 (1) (a) (2)	11,56	11,56	11,56	11,56
(iii) clause 10 (1) (b) (1)	11,56	11,56	11,56	11,56
(iv) clause 10 (1) (b) (2)	11,56	11,56	11,56	11,56

(v) clause 10 (1) (c) (1)	11,56	11,56	11,56	11,56
(vi) clause 10 (1) (c) (2)	11,56	11,56	11,56	11,56
(vii) clause 10 (1) (d)	12,49	12,49	11,56	12,12
(viii) clause 10 (1) (e)	13,75	13,75	12,72	13,33
(ix) clause 10 (1) (f)	15,12	15,12	13,99	14,67
(x) clause 10 (1) (g)	16,63	16,63	15,39	16,14
(xi) clause 10 (1) (h)	18,29	18,29	16,93	17,75
(xii) clause 10 (1) (i)	20,12	20,12	19,53	19,53
(xiii) clause 10 (1) (j) (1)	22,14	22,14	21,47	21,47
(xiv) clause 10 (1) (j) (2)	24,36	24,36	23,62	23,62
(xv) clause 10 (1) (j) (3)	26,78	26,78	25,98	25,98
(xvi) clause 10 (1) (j) (4)	29,47	29,47	28,58	28,58
(xvii) clause 10 (1) (j) (5)	32,41	32,41	31,44	31,44
(xviii) clause 10 (1) (j) (6)	35,66	35,66	34,58	34,58
(xix) clause 10 (1) (j) (7)	39,22	39,22	38,05	38,05
(xx) clause 10 (1) (j) (8)	43,14	43,14	41,85	41,85
(xxi) clause 10 (1) (k)	11,56	11,56	11,56	11,56
(xxii) clause 10 (1) (l) (1)	13,75	13,75	12,72	13,33
(xxiii) clause 10 (1) (l) (2)	15,12	15,12	13,99	14,67
(xxiv) clause 10 (1) (l) (3)	16,63	16,63	15,39	16,14
(xxv) clause 10 (1) (l) (4)	20,12	20,12	19,53	19,53





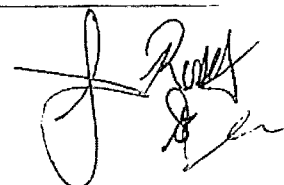
## For the period 1 November 2021 to 31 October 2022

Category of employee	1 November 2021 to 31 October 2022			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	11,90	11,90	11,90	11,90
(ii) clause 10 (1) (a) (2)	11,90	11,90	11,90	11,90
(iii) clause 10 (1) (b) (1)	11,90	11,90	11,90	11,90
(iv) clause 10 (1) (b) (2)	11,90	11,90	11,90	11,90
(v) clause 10 (1) (c) (1)	11,90	11,90	11,90	11,90
(vi) clause 10 (1) (c) (2)	11,90	11,90	11,90	11,90
(vii) clause 10 (1) (d)	12,87	12,87	11,91	12,48
(viii) clause 10 (1) (e)	14,16	14,16	13,10	13,73
(ix) clause 10 (1) (f)	15,57	15,57	14,41	15,11
(x) clause 10 (1) (g)	17,13	17,13	15,85	16,62
(xi) clause 10 (1) (h)	18,84	18,84	17,44	18,28
(xii) clause 10 (1) (i)	20,73	20,73	20,11	20,11
(xiii) clause 10 (1) (j) (1)	22,80	22,80	22,12	22,12
(xiv) clause 10 (1) (j) (2)	25,09	25,09	24,33	24,33
(xv) clause 10 (1) (j) (3)	27,59	27,59	26,76	26,76

(xvi) clause 10 (1) (j) (4)	30,35	30,35	29,44	29,44
(xvii) clause 10 (1) (j) (5)	33,38	33,38	32,38	32,38
(xvii) clause 10 (1) (j) (6)	36,73	36,73	35,62	35,62
(xix) clause 10 (1) (j) (7)	40,40	40,40	39,19	39,19
(xx) clause 10 (1) (j) (8)	44,43	44,43	43,10	43,10
(xxi) clause 10 (1) (k)	11,90	11,90	11,90	11,90
(xxii) clause 10 (1) (l) (1)	14,16	14,16	13,10	13,73
(xxiii) clause 10 (1) (l) (2)	15,57	15,57	14,41	15,11
(xxiv) clause 10 (1) (l) (3)	17,13	17,13	15,85	16,62
(xxv) clause 10 (1) (l) (4)	20,73	20,73	20,11	20,11

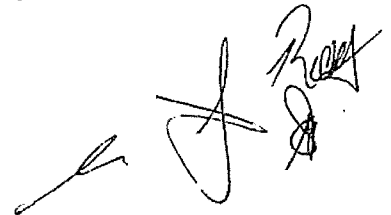
**For the period 1 November 2022 to 31 October 2023**

Category of employee	1 November 2022 to 31 October 2023			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
Employees for whom wages are prescribed in-	R	R	R	R
	per	per	per	per
	day	day	day	day
(i) clause 10 (1) (a) (1)	12,26	12,26	12,26	12,26
(ii) clause 10 (1) (a) (2)	12,26	12,26	12,26	12,26
(iii) clause 10 (1) (b) (1)	12,26	12,26	12,26	12,26
(iv) clause 10 (1) (b) (2)	12,26	12,26	12,26	12,26



(v) clause 10 (1) (c) (1)	12,26	12,26	12,26	12,26
(vi) clause 10 (1) (c) (2)	12,26	12,26	12,26	12,26
(vii) clause 10 (1) (d)	13,25	13,25	12,27	12,86
(viii) clause 10 (1) (e)	14,58	14,58	13,49	14,14
(ix) clause 10 (1) (f)	16,04	16,04	14,84	15,56
(x) clause 10 (1) (g)	17,64	17,64	16,33	17,12
(xi) clause 10 (1) (h)	19,41	19,41	17,96	18,83
(xii) clause 10 (1) (i)	21,35	21,35	20,71	20,71
(xiii) clause 10 (1) (j) (1)	23,49	23,49	22,78	22,78
(xiv) clause 10 (1) (j) (2)	25,84	25,84	25,06	25,06
(xv) clause 10 (1) (j) (3)	28,41	28,41	27,56	27,56
(xvi) clause 10 (1) (j) (4)	31,27	31,27	30,32	30,32
(xvii) clause 10 (1) (j) (5)	34,39	34,39	33,36	33,36
(xviii) clause 10 (1) (j) (6)	37,82	37,82	36,69	36,69
(xix) clause 10 (1) (j) (7)	41,61	41,61	40,36	40,36
(xx) clause 10 (1) (j) (8)	45,76	45,76	44,40	44,40
(xxi) clause 10 (1) (k)	12,26	12,26	12,26	12,26
(xxii) clause 10 (1) (l) (1)	14,58	14,58	13,49	14,14
(xxiii) clause 10 (1) (l) (2)	16,04	16,04	14,84	15,56
(xxiv) clause 10 (1) (l) (3)	17,64	17,64	16,33	17,12
(xxv) clause 10 (1) (l) (4)	21,35	21,35	20,71	20,71

- (b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the



employee with the specified fringe benefits indicating the amount of the contribution made.

- (3) Public holidays as proclaimed under the Public Holidays Act, 1994, will be pro-rata included into the holiday fund. Moneys contributed to the Fund by employers shall be invested as provided for in terms of section 53(5) of the Act.

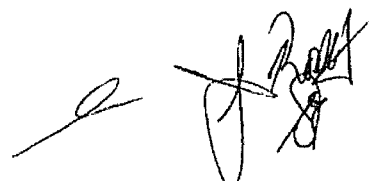
The following paid holidays will be pro-rata included into the fringe benefits system:

**From the date of commencement of this Agreement to 31 October 2021**

- |     |                   |   |                       |
|-----|-------------------|---|-----------------------|
| 1.  | 16 December 2020  | - | Day of Reconciliation |
| 2.  | 25 December 2020  | - | Christmas Day         |
| 3.  | 01 January 2021   | - | New Year's Day        |
| 4.  | 22 March 2021     | - | Human Rights Day      |
| 5.  | 2 April 2021      | - | Good Friday           |
| 6.  | 5 April 2021      | - | Family Day            |
| 7.  | 27 April 2021     | - | Freedom Day           |
| 8.  | 16 June 2021      | - | Workers Day           |
| 9.  | 9 August 2021     | - | Women's Day           |
| 10. | 24 September 2021 | - | Heritage Day          |

**For the period 1 November 2021 to 31 October 2022**

- |    |                  |   |                       |
|----|------------------|---|-----------------------|
| 1. | 16 December 2021 | - | Day of Reconciliation |
| 2. | 27 December 2021 | - | Day of Goodwill       |
| 3. | 21 March 2022    | - | Human Rights Day      |
| 4. | 15 April 2022    | - | Good Friday           |
| 5. | 18 April 2022    | - | Family Day            |
| 6. | 27 April 2022    | - | Freedom Day           |

Handwritten signatures of two individuals, likely representing the parties to the agreement.

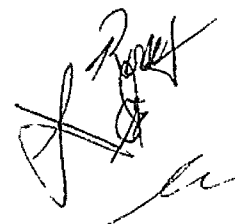
- |    |               |   |             |
|----|---------------|---|-------------|
| 7. | 2 May 2022    | - | Workers Day |
| 8. | 16 June 2022  | - | Youth Day   |
| 9. | 9 August 2022 | - | Women Day   |

**For the period 1 November 2022 to 31 October 2023**

- |     |                   |   |                       |
|-----|-------------------|---|-----------------------|
| 1.  | 16 December 2022  | - | Day of Reconciliation |
| 2.  | 26 December 2022  | - | Day of Goodwill       |
| 3.  | 1 January 2023    | - | New Year's Day        |
| 4.  | 21 March 2023     | - | Human Rights Day      |
| 5.  | 7 April 2023      | - | Good Friday           |
| 6.  | 10 April 2023     | - | Family Day            |
| 7.  | 27 April 2023     | - | Freedom Day           |
| 8.  | 1 May 2023        | - | Workers Day           |
| 9.  | 16 June 2023      | - | Youth Day             |
| 10. | 9 August 2023     | - | Women's Day           |
| 11. | 25 September 2023 | - | Heritage Day          |

(a) Employers **shall** pay their employees for each public holiday that fall in the work period, as defined by the Basic Conditions of Employment Act no. 75 of 1997, in that specific pay week.

(b) Employers can only claim the funds back from the Building Bargaining Council, if their employee's benefits are up to date and sufficient. **If an employer's benefits are not up to date, and not sufficient, the employer will be held responsible to pay their employees for each public holiday.** The Council will only deal with claims from employers.



- (c) Employers **are obliged** to purchase a benefit for each employee on each public holiday, except on the following public holidays:

PERIOD	DATES
From the date of commencement of this Agreement to 31 October 2021	16 December 2020 25 December 2020 1 January 2021
For the period 1 November 2021 to 31 October 2022	16 December 2021 27 December 2021
For the period 1 November 2022 to 31 October 2023	16 December 2022 26 December 2022 1 January 2023

These public holidays fall under the annual holiday fund.

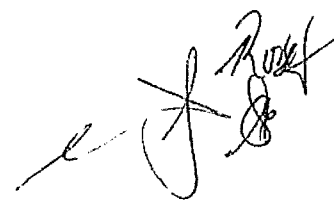
- (4) **Contributions by the employer:** (a) An employer shall contribute an amount to the holiday fund for the public holidays on behalf of an eligible employee for each day that the employee remains in his/her employ (a contribution day), which amount shall be calculated as follows:

**From the date of commencement of this Agreement to 31 October 2021**

Category of employee	From the date of commencement of this Agreement.			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day

Employees for whom wages are prescribed

in-				
(i)	clause 10 (1) (a) (1)	7,70	7,70	7,70
(ii)	clause 10 (1) (a) (2)	7,70	7,70	7,70
(iii)	clause 10 (1) (b) (1)	7,70	7,70	7,70
(iv)	clause 10 (1) (b) (2)	7,70	7,70	7,70
(v)	clause 10 (1) (c) (1)	7,70	7,70	7,70
(vi)	clause 10 (1) (c) (2)	7,70	7,70	7,70
(vii)	clause 10 (1) (d)	8,33	8,33	7,71
(viii)	clause 10 (1) (e)	9,17	9,17	8,48
(ix)	clause 10 (1) (f)	10,08	10,08	9,33
(x)	clause 10 (1) (g)	11,09	11,09	10,26
(xi)	clause 10 (1) (h)	12,20	12,20	11,29
(xii)	clause 10 (1) (i)	13,42	13,42	13,02
(xiii)	clause 10 (1) (j) (1)	14,76	14,76	14,32
(xiv)	clause 10 (1) (j) (2)	16,24	16,24	15,74
(xv)	clause 10 (1) (j) (3)	17,86	17,86	17,32
(xvi)	clause 10 (1) (j) (4)	19,65	19,65	19,05
(xvii)	clause 10 (1) (j) (5)	21,61	21,61	20,96
(xviii)	clause 10 (1) (j) (6)	23,77	23,77	23,06
(xix)	clause 10 (1) (j) (7)	26,15	26,15	25,36
(xx)	clause 10 (1) (j) (8)	28,76	28,76	27,90
(xxi)	clause 10 (1) (k)	7,70	7,70	7,70
(xxii)	clause 10 (1) (l) (1)	9,17	9,17	8,48
(xxiii)	clause 10 (1) (l) (2)	10,08	10,08	9,33



(xxiv) clause 10 (1) (l) (3)	11,09	11,09	10,26	10,76
(xxv) clause 10 (1) (l) (4)	13,42	13,42	13,02	13,02

## For the period 1 November 2021 to 31 October 2022

Category of employee	1 November 2021 to 31 October 2022			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	7,14	7,14	7,14	7,14
(ii) clause 10 (1) (a) (2)	7,14	7,14	7,14	7,14
(iii) clause 10 (1) (b) (1)	7,14	7,14	7,14	7,14
(iv) clause 10 (1) (b) (2)	7,14	7,14	7,14	7,14
(v) clause 10 (1) (c) (1)	7,14	7,14	7,14	7,14
(vi) clause 10 (1) (c) (2)	7,14	7,14	7,14	7,14
(vii) clause 10 (1) (d)	7,72	7,72	7,15	7,49
(viii) clause 10 (1) (e)	8,49	8,49	7,86	8,24
(ix) clause 10 (1) (f)	9,34	9,34	8,65	9,06
(x) clause 10 (1) (g)	10,28	10,28	9,51	9,97



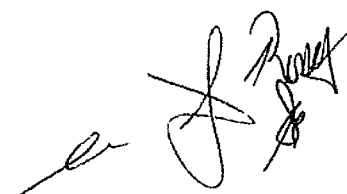
(xi) clause 10 (1) (h)	11,31	11,31	10,46	10,97
(xii) clause 10 (1) (i)	12,44	12,44	12,07	12,07
(xiii) clause 10 (1) (j) (1)	13,68	13,68	13,27	13,27
(xiv) clause 10 (1) (j) (2)	15,05	15,05	14,60	14,60
(xv) clause 10 (1) (j) (3)	16,55	16,55	16,06	16,06
(xvi) clause 10 (1) (j) (4)	18,21	18,21	17,66	17,66
(xvii) clause 10 (1) (j) (5)	20,03	20,03	19,43	19,43
(xviii) clause 10 (1) (j) (6)	22,04	22,04	21,37	21,37
(xix) clause 10 (1) (j) (7)	24,24	24,24	23,51	23,51
(xx) clause 10 (1) (j) (8)	26,66	26,66	25,86	25,86
(xxi) clause 10 (1) (k)	7,14	7,14	7,14	7,14
(xxii) clause 10 (1) (l) (1)	8,49	8,49	7,86	8,24
(xxiii) clause 10 (1) (l) (2)	9,34	9,34	8,65	9,06
(xxiv) clause 10 (1) (l) (3)	10,28	10,28	9,51	9,97
(xxv) clause 10 (1) (l) (4)	12,44	12,44	12,07	12,07

**For the period 1 November 2022 to 31 October 2023**

Category of employee	1 November 2022 to 31 October 2023			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per



	day	day	day	day
Employees for whom wages are prescribed				
in-				
(i) clause 10 (1) (a) (1)	8,99	8,99	8,99	8,99
(ii) clause 10 (1) (a) (2)	8,99	8,99	8,99	8,99
(iii) clause 10 (1) (b) (1)	8,99	8,99	8,99	8,99
(iv) clause 10 (1) (b) (2)	8,99	8,99	8,99	8,99
(v) clause 10 (1) (c) (1)	8,99	8,99	8,99	8,99
(vi) clause 10 (1) (c) (2)	8,99	8,99	8,99	8,99
(vii) clause 10 (1) (d)	9,72	9,72	9,00	9,43
(viii) clause 10 (1) (e)	10,70	10,70	9,89	10,37
(ix) clause 10 (1) (f)	11,76	11,76	10,88	11,41
(x) clause 10 (1) (g)	12,94	12,94	11,97	12,56
(xi) clause 10 (1) (h)	14,23	14,23	13,17	13,81
(xii) clause 10 (1) (i)	15,66	15,66	15,19	15,19
(xiii) clause 10 (1) (j) (1)	17,22	17,22	16,71	16,71
(xiv) clause 10 (1) (j) (2)	18,95	18,95	18,37	18,37
(xv) clause 10 (1) (j) (3)	20,84	20,84	20,21	20,21
(xvi) clause 10 (1) (j) (4)	22,93	22,93	22,24	22,24
(xvii) clause 10 (1) (j) (5)	25,22	25,22	24,46	24,46
(xviii) clause 10 (1) (j) (6)	27,74	27,74	26,91	26,91
(xix) clause 10 (1) (j) (7)	30,51	30,51	29,60	29,60
(xx) clause 10 (1) (j) (8)	33,56	33,56	32,56	32,56
(xxi) clause 10 (1) (k)	8,99	8,99	8,99	8,99



(xxii) clause 10 (1) (l) (1)	10,70	10,70	9,89	10,37
(xxiii) clause 10 (1) (l) (2)	11,76	11,76	10,88	11,41
(xxiv) clause 10 (1) (l) (3)	12,94	12,94	11,97	12,56
(xxv) clause 10 (1) (l) (4)	15,66	15,66	15,19	15,19

- (b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the specified fringe benefits indicating the amount of the contribution made."

## 5. CLAUSE 15: RETIREMENT FUNDS

### 5.1 Substitute the following for sub-clauses (4)(a) and (b):

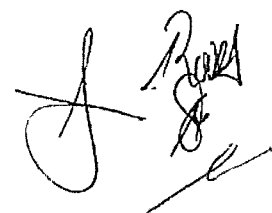
"(4) **Contributions by the employer:**

- (a) Every employer shall contribute an amount to the Retirement Fund on behalf of each eligible employee in respect of each contribution day that the employee remains in his/her employ, which shall be calculated as follows:

**From the date of commencement of this Agreement to 31 October 2021**

Category of employee	From the date of commencement of this Agreement to 31 October 2021			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R

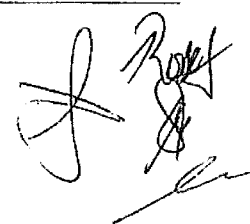
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	17,93	17,93	17,93	17,93
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	17,93	17,93	17,93	17,93
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	17,93	17,93	17,93	17,93
(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)	19,38	19,38	17,94	18,81
(viii) clause 10 (1) (e)	21,33	21,33	19,73	20,68
(ix) clause 10 (1) (f)	23,45	23,45	21,70	22,76
(x) clause 10 (1) (g)	25,81	25,81	23,88	25,04
(xi) clause 10 (1) (h)	28,39	28,39	26,27	27,54
(xii) clause 10 (1) (i)	31,23	31,23	30,30	30,30
(xiii) clause 10 (1) (j) (1)	34,35	34,35	33,32	33,32
(xiv) clause 10 (1) (j) (2)	37,80	37,80	36,64	36,64
(xv) clause 10 (1) (j) (3)	41,56	41,56	40,32	40,32
(xvi) clause 10 (1) (j) (4)	45,72	45,72	44,35	44,35
(xvii) clause 10 (1) (j) (5)	50,29	50,29	48,79	48,79
(xviii) clause 10 (1) (j) (6)	55,33	55,33	53,66	53,66
(xix) clause 10 (1) (j) (7)	60,85	60,85	59,04	59,04
(xx) clause 10 (1) (j) (8)	66,93	66,93	64,94	64,94



(xxi) clause 10 (1) (k)	17,93	17,93	17,93	17,93
(xxii) clause 10 (1) (l) (1)	21,33	21,33	19,73	20,68
(xxiii) clause 10 (1) (l) (2)	23,45	23,45	21,70	22,76
(xxiv) clause 10 (1) (l) (3)	25,81	25,81	23,88	25,04
(xxv) clause 10 (1) (l) (4)	31,23	31,23	30,30	30,30

## For the period 1 November 2021 to 31 October 2022

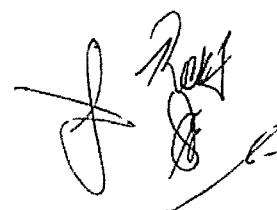
Category of employee	1 November 2021 to 31 October 2022			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
Employees for whom wages are prescribed in-	R	R	R	R
	per	per	per	per
	day	day	day	day
	(i) clause 10 (1) (a) (1)	18,47	18,47	18,47
	(ii) clause 10 (1) (a) (2)			
	(iii) clause 10 (1) (b) (1)	18,47	18,47	18,47
	(iv) clause 10 (1) (b) (2)			
	(v) clause 10 (1) (c) (1)	18,47	18,47	18,47
	(vi) clause 10 (1) (c) (2)			
(vii) clause 10 (1) (d)	19,96	19,96	18,48	19,37
(viii) clause 10 (1) (e)	21,97	21,97	20,33	21,31



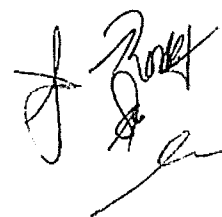
(ix) clause 10 (1) (f)	24,16	24,16	22,35	23,44
(x) clause 10 (1) (g)	26,59	26,59	24,59	25,80
(xi) clause 10 (1) (h)	29,23	29,23	27,06	28,36
(xii) clause 10 (1) (i)	32,17	32,17	31,20	31,20
(xiii) clause 10 (1) (j) (1)	35,38	35,38	34,32	34,32
(xiv) clause 10 (1) (j) (2)	38,92	38,92	37,74	37,74
(xv) clause 10 (1) (j) (3)	42,80	42,80	41,53	41,53
(xvi) clause 10 (1) (j) (4)	47,09	47,09	45,68	45,68
(xvii) clause 10 (1) (j) (5)	51,80	51,80	50,25	50,25
(xviii) clause 10 (1) (j) (6)	56,99	56,99	55,28	55,28
(xix) clause 10 (1) (j) (7)	62,69	62,69	60,80	60,80
(xx) clause 10 (1) (j) (8)	68,94	68,94	66,88	66,88
(xxi) clause 10 (1) (k)	18,47	18,47	18,47	18,47
(xxii) clause 10 (1) (l) (1)	21,97	21,97	20,33	21,31
(xxiii) clause 10 (1) (l) (2)	24,16	24,16	22,35	23,44
(xxiv) clause 10 (1) (l) (3)	26,59	26,59	24,59	25,80
(xxv) clause 10 (1) (l) (4)	32,17	32,17	31,20	31,20

For the period 1 November 2022 to 31 October 2023

Category of employee	1 November 2022 to 31 October 2023			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'



	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	19,03	19,03	19,03	19,03
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	19,03	19,03	19,03	19,03
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	19,03	19,03	19,03	19,03
(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)	20,56	20,56	19,04	19,95
(viii) clause 10 (1) (e)	22,63	22,63	20,94	21,95
(ix) clause 10 (1) (f)	24,89	24,89	23,03	24,14
(x) clause 10 (1) (g)	27,37	27,37	25,34	26,57
(xi) clause 10 (1) (h)	30,12	30,12	27,87	29,22
(xii) clause 10 (1) (i)	33,13	33,13	32,14	32,14
(xiii) clause 10 (1) (j) (1)	36,44	36,44	35,35	35,35
(xiv) clause 10 (1) (j) (2)	40,09	40,09	38,88	38,88
(xv) clause 10 (1) (j) (3)	44,09	44,09	42,76	42,76
(xvi) clause 10 (1) (j) (4)	48,52	48,52	47,05	47,05
(xvii) clause 10 (1) (j) (5)	53,35	53,35	51,76	51,76
(xviii) clause 10 (1) (j) (6)	58,70	58,70	56,93	56,93
(xix) clause 10 (1) (j) (7)	64,56	64,56	62,63	62,63



(xx) clause 10 (1) (j) (8)	71,01	71,01	68,89	68,89
(xxi) clause 10 (1) (k)	19,03	19,03	19,03	19,03
(xxii) clause 10 (1) (l) (1)	22,63	22,63	20,94	21,95
(xxiii) clause 10 (1) (l) (2)	24,89	24,89	23,03	24,14
(xxiv) clause 10 (1) (l) (3)	27,37	27,37	25,34	26,57
(xxv) clause 10 (1) (l) (4)	33,13	33,13	32,14	32,14

- (b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the Council's fringe benefits indicating the amount of the contribution made."

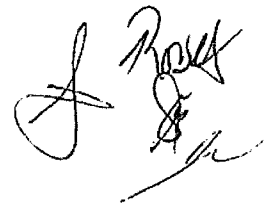
**5.2 Substitute the following for sub-clause (7):**

**"(7) Contributions by employees:**

- (a) Every employer shall deduct a retirement fund contribution amount on behalf of each eligible employee in respect of each day that the employee remains in his / her employ, which shall be calculated as follows:

**From the date of commencement of this Agreement to 31 October 2021**

Category of employee	From the date of commencement of this Agreement to 31 October 2021			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'





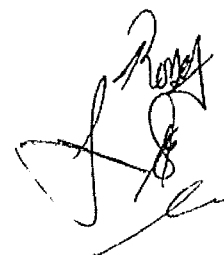
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	8,49	8,49	8,49	8,49
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	8,49	8,49	8,49	8,49
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	8,49	8,49	8,49	8,49
(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)	9,18	9,18	8,50	8,91
(viii) clause 10 (1) (e)	10,11	10,11	9,35	9,80
(ix) clause 10 (1) (f)	11,11	11,11	10,28	10,78
(x) clause 10 (1) (g)	12,22	12,22	11,31	11,86
(xi) clause 10 (1) (h)	13,45	13,45	12,45	13,04
(xii) clause 10 (1) (i)	14,79	14,79	14,35	14,35
(xiii) clause 10 (1) (j) (1)	16,27	16,27	15,78	15,78
(xiv) clause 10 (1) (j) (2)	17,90	17,90	17,36	17,36
(xv) clause 10 (1) (j) (3)	19,69	19,69	19,10	19,10
(xvi) clause 10 (1) (j) (4)	21,66	21,66	21,01	21,01
(xvii) clause 10 (1) (j) (5)	23,82	23,82	23,11	23,11
(xviii) clause 10 (1) (j) (6)	26,21	26,21	25,42	25,42
(xix) clause 10 (1) (j) (7)	28,82	28,82	27,96	27,96
(xx) clause 10 (1) (j) (8)	31,71	31,71	30,76	30,76

(xxi) clause 10 (1) (k)	8,49	8,49	8,49	8,49
(xxii) clause 10 (1) (l) (1)	10,11	10,11	9,35	9,80
(xxiii) clause 10 (1) (l) (2)	11,11	11,11	10,28	10,78
(xxiv) clause 10 (1) (l) (3)	12,22	12,22	11,31	11,86
(xxv) clause 10 (1) (l) (4)	14,79	14,79	14,35	14,35

**For the period 1 November 2021 to 31 October 2022**

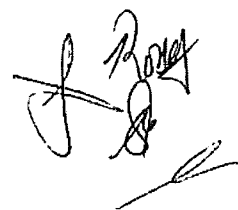
Category of employee	1 November 2021 to 31 October 2022			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
Employees for whom wages are prescribed in-	R	R	R	R
	per	per	per	per
	day	day	day	day
(12) clause 10 (1) (a) (1)	8,75	8,75	8,75	8,75
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	8,75	8,75	8,75	8,75
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) l (1)	8,75	8,75	8,75	8,75
(vi) clause 10 (1) l (2)				

(vii) clause 10 (1) (d)	9,46	9,46	8,75	9,17
(viii) clause 10 (1) (e)	10,41	10,41	9,63	10,09
(ix) clause 10 (1) (f)	11,45	11,45	10,59	11,10
(x) clause 10 (1) (g)	12,59	12,59	11,65	12,22
(xi) clause 10 (1) (h)	13,85	13,85	12,82	13,43
(xii) clause 10 (1) (i)	15,24	15,24	14,78	14,78
(xiii) clause 10 (1) (j) (1)	16,76	16,76	16,26	16,26
(xiv) clause 10 (1) (j) (2)	18,44	18,44	17,88	17,88
(xv) clause 10 (1) (j) (3)	20,28	20,28	19,67	19,67
(xvi) clause 10 (1) (j) (4)	22,31	22,31	21,64	21,64
(xvii) clause 10 (1) (j) (5)	24,54	24,54	23,80	23,80
(xviii) clause 10 (1) (j) (6)	26,99	26,99	26,18	26,18
(xix) clause 10 (1) (j) (7)	29,69	29,69	28,80	28,80
(xx) clause 10 (1) (j) (8)	32,66	32,66	31,68	31,68
(xxi) clause 10 (1) (k)	8,75	8,75	8,75	8,75
(xxii) clause 10 (1) (l) (1)	10,41	10,41	9,63	10,09
(xxiii) clause 10 (1) (l) (2)	11,45	11,45	10,59	11,10
(xxiv) clause 10 (1) (l) (3)	12,59	12,59	11,65	12,22
(xxv) clause 10 (1) (l) (4)	15,24	15,24	14,78	14,78



## For the period 1 November 2022 to 31 October 2023

Category of employee	1 November 2022 to 31 October 2023			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	9,01	9,01	9,01	9,01
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	9,01	9,01	9,01	9,01
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	9,01	9,01	9,01	9,01
(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)	9,74	9,74	9,02	9,45
(viii) clause 10 (1) (e)	10,72	10,72	9,92	10,40
(ix) clause 10 (1) (f)	11,79	11,79	10,91	11,44
(x) clause 10 (1) (g)	12,97	12,97	12,00	12,58
(xi) clause 10 (1) (h)	14,27	14,27	13,20	13,84
(xii) clause 10 (1) (i)	15,69	15,69	15,23	15,23
(xiii) clause 10 (1) (j) (1)	17,26	17,26	16,74	16,74
(xiv) clause 10 (1) (j) (2)	18,99	18,99	18,42	18,42
(xv) clause 10 (1) (j) (3)	20,88	20,88	20,26	20,26



(xvi) clause 10 (1) (j) (4)	22,98	22,98	22,29	22,29
(xvii) clause 10 (1) (j) (5)	25,27	25,27	24,52	24,52
(xviii) clause 10 (1) (j) (6)	27,80	27,80	26,97	26,97
(xix) clause 10 (1) (j) (7)	30,58	30,58	29,67	29,67
(xx) clause 10 (1) (j) (8)	33,64	33,64	32,63	32,63
(xxi) clause 10 (1) (k)	9,01	9,01	9,01	9,01
(xxii) clause 10 (1) (l) (1)	10,72	10,72	9,92	10,40
(xxiii) clause 10 (1) (l) (2)	11,79	11,79	10,91	11,44
(xxiv) clause 10 (1) (l) (3)	12,97	12,97	12,00	12,58
(xxv) clause 10 (1) (l) (4)	15,69	15,69	15,23	15,23"

## 6. CLAUSE 16: SICK LEAVE AND FAMILY RESPONSIBILITY LEAVE

### BENEFIT FUND FOR THE BUILDING INDUSTRY

#### 6.1 Substitute the following for sub-clauses (3)(a) and (b):

##### "(3) *Contributions by the employer:*

- (a) Every employer shall contribute an amount to the Fund on behalf of each eligible employee in respect of each contribution day for which the employee remains in his/her employ, which amount shall be calculated as follows:

**From the date of commencement to this Agreement to 31 October 2021**

Category of employee

From the date of commencement of  
this Agreement to 31 October 2021.

	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	2,83	2,83	2,83	2,83
(ii) clause 10 (1) (a) (2)	2,83	2,83	2,83	2,83
(iii) clause 10 (1) (b) (1)	2,83	2,83	2,83	2,83
(iv) clause 10 (1) (b) (2)	2,83	2,83	2,83	2,83
(v) clause 10 (1) (c) (1)	2,83	2,83	2,83	2,83
(vi) clause 10 (1) (c) (2)	2,83	2,83	2,83	2,83
(vii) clause 10 (1) (d)	3,06	3,06	2,83	2,97
(viii) clause 10 (1) (e)	3,37	3,37	3,12	3,27
(ix) clause 10 (1) (f)	3,70	3,70	3,43	3,59
(x) clause 10 (1) (g)	4,07	4,07	3,77	3,95
(xi) clause 10 (1) (h)	4,48	4,48	4,15	4,35
(xii) clause 10 (1) (i)	4,93	4,93	4,78	4,78
(xiii) clause 10 (1) (j) (1)	5,42	5,42	5,26	5,26
(xiv) clause 10 (1) (j) (2)	5,97	5,97	5,79	5,79
(xv) clause 10 (1) (j) (3)	6,56	6,56	6,37	6,37
(xvi) clause 10 (1) (j) (4)	7,22	7,22	7,00	7,00
(xvii) clause 10 (1) (j) (5)	7,94	7,94	7,70	7,70

(xviii) clause 10 (1) (j) (6)	8,74	8,74	8,47	8,47
(xix) clause 10 (1) (j) (7)	9,61	9,61	9,32	9,32
(xx) clause 10 (1) (j) (8)	10,57	10,57	10,25	10,25
(xxi) clause 10 (1) (k)	2,83	2,83	2,83	2,83
(xxii) clause 10 (1) (l) (1)	3,37	3,37	3,12	3,27
(xxiii) clause 10 (1) (l) (2)	3,70	3,70	3,43	3,59
(xxiv) clause 10 (1) (l) (3)	4,07	4,07	3,77	3,95
(xxv) clause 10 (1) (l) (4)	4,93	4,93	4,78	4,78

## For the period 1 November 2021 to 31 October 2022

Category of employee	1 November 2021 to 31 October 2022			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
Employees for whom wages are prescribed in-	R	R	R	R
	per	per	per	per
	day	day	day	day
(i) clause 10 (1) (a) (1)	2,92	2,92	2,92	2,92
(ii) clause 10 (1) (a) (2)	2,92	2,92	2,92	2,92
(iii) clause 10 (1) (b) (1)	2,92	2,92	2,92	2,92
(iv) clause 10 (1) (b) (2)	2,92	2,92	2,92	2,92
(v) clause 10 (1) (c) (1)	2,92	2,92	2,92	2,92

(vi) clause 10 (1) (c) (2)	2,92	2,92	2,92	2,92
(vii) clause 10 (1) (d)	3,15	3,15	2,92	3,06
(viii) clause 10 (1) (e)	3,47	3,47	3,21	3,36
(ix) clause 10 (1) (f)	3,81	3,81	3,53	3,70
(x) clause 10 (1) (g)	4,20	4,20	3,88	4,07
(xi) clause 10 (1) (h)	4,62	4,62	4,27	4,48
(xii) clause 10 (1) (i)	5,08	5,08	4,93	4,93
(xiii) clause 10 (1) (j) (1)	5,59	5,59	5,42	5,42
(xiv) clause 10 (1) (j) (2)	6,15	6,15	5,96	5,96
(xv) clause 10 (1) (j) (3)	6,76	6,76	6,56	6,56
(xvi) clause 10 (1) (j) (4)	7,44	7,44	7,21	7,21
(xvii) clause 10 (1) (j) (5)	8,18	8,18	7,93	7,93
(xviii) clause 10 (1) (j) (6)	9,00	9,00	8,73	8,73
(xix) clause 10 (1) (j) (7)	9,90	9,90	9,60	9,60
(xx) clause 10 (1) (j) (8)	10,89	10,89	10,56	10,56
(xxi) clause 10 (1) (k)	2,92	2,92	2,92	2,92
(xxii) clause 10 (1) (l) (1)	3,47	3,47	3,21	3,36
(xxiii) clause 10 (1) (l) (2)	3,81	3,81	3,53	3,70
(xxiv) clause 10 (1) (l) (3)	4,20	4,20	3,88	4,07
(xxv) clause 10 (1) (l) (4)	5,08	5,08	4,93	4,93



## For the period 1 November 2022 to 31 October 2023

Category of employee	1 November 2022 to 31 October 2023			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
Employees for whom wages are prescribed in-	R per day	R per day	R per day	R per day
(i) clause 10 (1) (a) (1)	3,00	3,00	3,00	3,00
(ii) clause 10 (1) (a) (2)	3,00	3,00	3,00	3,00
(iii) clause 10 (1) (b) (1)	3,00	3,00	3,00	3,00
(iv) clause 10 (1) (b) (2)	3,00	3,00	3,00	3,00
(v) clause 10 (1) (c) (1)	3,00	3,00	3,00	3,00
(vi) clause 10 (1) (c) (2)	3,00	3,00	3,00	3,00
(vii) clause 10 (1) (d)	3,25	3,25	3,01	3,15
(viii) clause 10 (1) (e)	3,57	3,57	3,31	3,47
(ix) clause 10 (1) (f)	3,93	3,93	3,64	3,81
(x) clause 10 (1) (g)	4,32	4,32	4,00	4,19
(xi) clause 10 (1) (h)	4,76	4,76	4,40	4,61
(xii) clause 10 (1) (i)	5,23	5,23	5,08	5,08
(xiii) clause 10 (1) (j) (1)	5,75	5,75	5,58	5,58
(xiv) clause 10 (1) (j) (2)	6,33	6,33	6,14	6,14
(xv) clause 10 (1) (j) (3)	6,96	6,96	6,75	6,75

(xvi) clause 10 (1) (j) (4)	7,66	7,66	7,43	7,43
(xvii) clause 10 (1) (j) (5)	8,42	8,42	8,17	8,17
(xviii) clause 10 (1) (j) (6)	9,27	9,27	8,99	8,99
(xix) clause 10 (1) (j) (7)	10,19	10,19	9,89	9,89
(xx) clause 10 (1) (j) (8)	11,21	11,21	10,88	10,88
(xxi) clause 10 (1) (k)	3,00	3,00	3,00	3,00
(xxii) clause 10 (1) (l) (1)	3,57	3,57	3,31	3,47
(xxiii) clause 10 (1) (l) (2)	3,93	3,93	3,64	3,81
(xxiv) clause 10 (1) (l) (3)	4,32	4,32	4,00	4,19
(xxv) clause 10 (1) (l) (4)	5,23	5,23	5,08	5,08

(b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day."

## 7. CLAUSE 19: EXPENSES OF THE COUNCIL

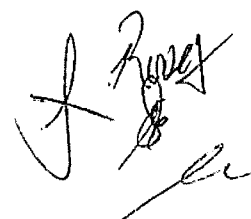
7.1 Substitute the following for sub-clauses (1)(a) and (b):

"(1) *Contributions by the employer:*

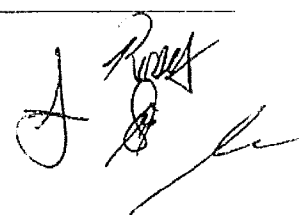
(a) Every employer shall contribute an amount to the Council in respect of each eligible employee for each contribution day that the employee remains in his/her employ, which amount shall be calculated as follows:

**From the date of commencement of this Agreement to 31 October 2021**

Category of employee	From the date of commencement of this Agreement to 31 October 2021.
----------------------	---



	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	4,84	4,84	4,84	4,84
(ii) clause 10 (1) (a) (2)	4,84	4,84	4,84	4,84
(iii) clause 10 (1) (b) (1)	4,84	4,84	4,84	4,84
(iv) clause 10 (1) (b) (2)	4,84	4,84	4,84	4,84
(v) clause 10 (1) (c) (1)	4,84	4,84	4,84	4,84
(vi) clause 10 (1) (c) (2)	4,84	4,84	4,84	4,84
(vii) clause 10 (1) (d)	5,23	5,23	4,84	5,08
(viii) clause 10 (1) (e)	5,76	5,76	5,33	5,58
(ix) clause 10 (1) (f)	6,33	6,33	5,86	6,14
(x) clause 10 (1) (g)	6,97	6,97	6,45	6,76
(xi) clause 10 (1) (h)	7,66	7,66	7,09	7,44
(xii) clause 10 (1) (i)	8,43	8,43	8,18	8,18
(xiii) clause 10 (1) (j) (1)	9,27	9,27	9,00	9,00
(xiv) clause 10 (1) (j) (2)	10,20	10,20	9,89	9,89
(xv) clause 10 (1) (j) (3)	11,22	11,22	10,88	10,88
(xvi) clause 10 (1) (j) (4)	12,35	12,35	11,97	11,97
(xvii) clause 10 (1) (j) (5)	13,58	13,58	13,17	13,17



(xviii) clause 10 (1) (j) (6)	14,94	14,94	14,49	14,49
(xix) clause 10 (1) (j) (7)	16,43	16,43	15,94	15,94
(xx) clause 10 (1) (j) (8)	18,07	18,07	17,53	17,53
(xxi) clause 10 (1) (k)	4,84	4,84	4,84	4,84
(xxii) clause 10 (1) (l) (1)	5,76	5,76	5,33	5,58
(xxiii) clause 10 (1) (l) (2)	6,33	6,33	5,86	6,14
(xxiv) clause 10 (1) (l) (3)	6,97	6,97	6,45	6,76
(xxv) clause 10 (1) (l) (4)	8,43	8,43	8,18	8,18

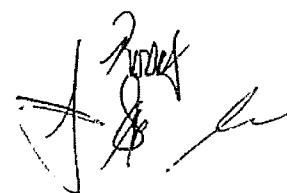
**For the period 1 November 2021 to 31 October 2022**

Category of employee	1 November 2021 to 31 October 2022			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
Employees for whom wages are prescribed in-	R	R	R	R
	per	per	per	per
	day	day	day	day
(i) clause 10 (1) (a) (1)	4,99	4,99	4,99	4,99
(ii) clause 10 (1) (a) (2)	4,99	4,99	4,99	4,99
(iii) clause 10 (1) (b) (1)	4,99	4,99	4,99	4,99
(iv) clause 10 (1) (b) (2)	4,99	4,99	4,99	4,99
(v) clause 10 (1) (c) (1)	4,99	4,99	4,99	4,99

(vi) clause 10 (1) (c) (2)	4,99	4,99	4,99	4,99
(vii) clause 10 (1) (d)	5,39	5,39	4,99	5,23
(viii) clause 10 (1) (e)	5,93	5,93	5,49	5,75
(ix) clause 10 (1) (f)	6,52	6,52	6,04	6,33
(x) clause 10 (1) (g)	7,18	7,18	6,64	6,96
(xi) clause 10 (1) (h)	7,89	7,89	7,31	7,66
(xii) clause 10 (1) (i)	8,69	8,69	8,43	8,43
(xiii) clause 10 (1) (j) (1)	9,55	9,55	9,27	9,27
(xiv) clause 10 (1) (j) (2)	10,51	10,51	10,19	10,19
(xv) clause 10 (1) (j) (3)	11,56	11,56	11,21	11,21
(xvi) clause 10 (1) (j) (4)	12,72	12,72	12,33	12,33
(xvii) clause 10 (1) (j) (5)	13,99	13,99	13,57	13,57
(xviii) clause 10 (1) (j) (6)	15,39	15,39	14,92	14,92
(xix) clause 10 (1) (j) (7)	16,92	16,92	16,42	16,42
(xx) clause 10 (1) (j) (8)	18,61	18,61	18,06	18,06
(xxi) clause 10 (1) (k)	4,99	4,99	4,99	4,99
(xxii) clause 10 (1) (l) (1)	5,93	5,93	5,49	5,75
(xxiii) clause 10 (1) (l) (2)	6,52	6,52	6,04	6,33
(xxiv) clause 10 (1) (l) (3)	7,18	7,18	6,64	6,96
(xxv) clause 10 (1) (l) (4)	8,69	8,69	8,43	8,43

## For the period 1 November 2022 to 31 October 2023

Category of employee	1 November 2022 to 31 October 2023			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
Employees for whom wages are prescribed in-	R per day	R per day	R per day	R per day
(i) clause 10 (1) (a) (1)	5,14	5,14	5,14	5,14
(ii) clause 10 (1) (a) (2)	5,14	5,14	5,14	5,14
(iii) clause 10 (1) (b) (1)	5,14	5,14	5,14	5,14
(iv) clause 10 (1) (b) (2)	5,14	5,14	5,14	5,14
(v) clause 10 (1) (c) (1)	5,14	5,14	5,14	5,14
(vi) clause 10 (1) (c) (2)	5,14	5,14	5,14	5,14
(vii) clause 10 (1) (d)	5,55	5,55	5,14	5,39
(viii) clause 10 (1) (e)	6,11	6,11	5,65	5,93
(ix) clause 10 (1) (f)	6,72	6,72	6,22	6,52
(x) clause 10 (1) (g)	7,39	7,39	6,84	7,17
(xi) clause 10 (1) (h)	8,13	8,13	7,53	7,89
(xii) clause 10 (1) (i)	8,95	8,95	8,68	8,68
(xiii) clause 10 (1) (j) (1)	9,84	9,84	9,54	9,54
(xiv) clause 10 (1) (j) (2)	10,83	10,83	10,50	10,50
(xv) clause 10 (1) (j) (3)	11,90	11,90	11,55	11,55



(xvi) clause 10 (1) (j) (4)	13,10	13,10	12,70	12,70
(xvii) clause 10 (1) (j) (5)	14,41	14,41	13,97	13,97
(xviii) clause 10 (1) (j) (6)	15,85	15,85	15,37	15,37
(xix) clause 10 (1) (j) (7)	17,43	17,43	16,91	16,91
(xx) clause 10 (1) (j) (8)	19,17	19,17	18,60	18,60
(xxi) clause 10 (1) (k)	5,14	5,14	5,14	5,14
(xxii) clause 10 (1) (l) (1)	6,11	6,11	5,65	5,93
(xxiii) clause 10 (1) (l) (2)	6,72	6,72	6,22	6,52
(xxiv) clause 10 (1) (l) (3)	7,39	7,39	6,84	7,17
(xxv) clause 10 (1) (l) (4)	8,95	8,95	8,68	8,68

- (b) Every employer shall pay the specified amount to the Council on the employee's normal pay day."

**7.2 Substitute the following for sub-clauses (2)(a) and (b):**

**"(2) *Special levy by the employee:***

- (a) Every employer may on each pay day deduct from the wages due every day to each eligible employee the amount that is specified below:

**From the date of commencement of this Agreement to 31 October 2021**

Category of employee	From the date of commencement of this Agreement to 31 October 2021.			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R

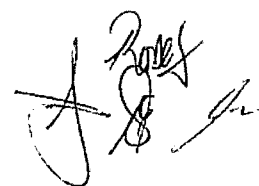
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	4,84	4,84	4,84	4,84
(ii) clause 10 (1) (a) (2)	4,84	4,84	4,84	4,84
(iii) clause 10 (1) (b) (1)	4,84	4,84	4,84	4,84
(iv) clause 10 (1) (b) (2)	4,84	4,84	4,84	4,84
(v) clause 10 (1) (c) (1)	4,84	4,84	4,84	4,84
(vi) clause 10 (1) (c) (2)	4,84	4,84	4,84	4,84
(vii) clause 10 (1) (d)	5,23	5,23	4,84	5,08
(viii) clause 10 (1) (e)	5,76	5,76	5,33	5,58
(ix) clause 10 (1) (f)	6,33	6,33	5,86	6,14
(x) clause 10 (1) (g)	6,97	6,97	6,45	6,76
(xi) clause 10 (1) (h)	7,66	7,66	7,09	7,44
(xii) clause 10 (1) (i)	8,43	8,43	8,18	8,18
(xiii) clause 10 (1) (j) (1)	9,27	9,27	9,00	9,00
(xiv) clause 10 (1) (j) (2)	10,20	10,20	9,89	9,89
(xv) clause 10 (1) (j) (3)	11,22	11,22	10,88	10,88
(xvi) clause 10 (1) (j) (4)	12,35	12,35	11,97	11,97
(xvii) clause 10 (1) (j) (5)	13,58	13,58	13,17	13,17
(xviii) clause 10 (1) (j) (6)	14,94	14,94	14,49	14,49
(xix) clause 10 (1) (j) (7)	16,43	16,43	15,94	15,94
(xx) clause 10 (1) (j) (8)	18,07	18,07	17,53	17,53



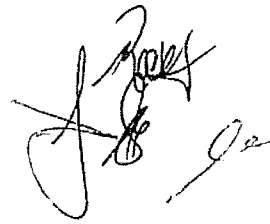
(xxi) clause 10 (1) (k)	4,84	4,84	4,84	4,84
(xxii) clause 10 (1) (l) (1)	5,76	5,76	5,33	5,88
(xxiii) clause 10 (1) (l) (2)	6,33	6,33	5,86	6,14
(xxiv) clause 10 (1) (l) (3)	6,97	6,97	6,45	6,76
(xxv) clause 10 (1) (l) (4)	8,43	8,43	8,18	8,18

## For the period 1 November 2021 to 31 October 2022

Category of employee	1 November 2021 to 31 October 2022.			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
Employees for whom wages are prescribed in-	R	R	R	R
	per	per	per	per
	day	day	day	day
(i) clause 10 (1) (a) (1)	4,99	4,99	4,99	4,99
(ii) clause 10 (1) (a) (2)	4,99	4,99	4,99	4,99
(iii) clause 10 (1) (b) (1)	4,99	4,99	4,99	4,99
(iv) clause 10 (1) (b) (2)	4,99	4,99	4,99	4,99
(v) clause 10 (1) (c) (1)	4,99	4,99	4,99	4,99
(vi) clause 10 (1) (c) (2)	4,99	4,99	4,99	4,99



(vii) clause 10 (1) (d)	5,39	5,39	4,99	5,23
(viii) clause 10 (1) (e)	5,93	5,93	5,49	5,75
(ix) clause 10 (1) (f)	6,52	6,52	6,04	6,33
(x) clause 10 (1) (g)	7,18	7,18	6,64	6,96
(xi) clause 10 (1) (h)	7,89	7,89	7,31	7,66
(xii) clause 10 (1) (i)	8,69	8,69	8,43	8,43
(xiii) clause 10 (1) (j) (1)	9,55	9,55	9,27	9,27
(xiv) clause 10 (1) (j) (2)	10,51	10,51	10,19	10,19
(xv) clause 10 (1) (j) (3)	11,56	11,56	11,21	11,21
(xvi) clause 10 (1) (j) (4)	12,72	12,72	12,33	12,33
(xvii) clause 10 (1) (j) (5)	13,99	13,99	13,57	13,57
(xviii) clause 10 (1) (j) (6)	15,39	15,39	14,92	14,92
(xix) clause 10 (1) (j) (7)	16,92	16,92	16,42	16,42
(xx) clause 10 (1) (j) (8)	18,61	18,61	18,06	18,06
(xxi) clause 10 (1) (k)	4,99	4,99	4,99	4,99
(xxii) clause 10 (1) (l) (1)	5,93	5,93	5,49	5,75
(xxiii) clause 10 (1) (l) (2)	6,52	6,52	6,04	6,33
(xxiv) clause 10 (1) (l) (3)	7,18	7,18	6,64	6,96
(xxv) clause 10 (1) (l) (4)	8,69	8,69	8,43	8,43



## For the period 1 November 2022 to 31 October 2023

Category of employee	1 November 2022 to 31 October 2023			
	Area	Area	Area	Area
	'A'	'B'	'C'	'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	5,14	5,14	5,14	5,14
(ii) clause 10 (1) (a) (2)	5,14	5,14	5,14	5,14
(iii) clause 10 (1) (b) (1)	5,14	5,14	5,14	5,14
(iv) clause 10 (1) (b) (2)	5,14	5,14	5,14	5,14
(v) clause 10 (1) (c) (1)	5,14	5,14	5,14	5,14
(vi) clause 10 (1) (c) (2)	5,14	5,14	5,14	5,14
(vii) clause 10 (1) (d)	5,55	5,55	5,14	5,39
(viii) clause 10 (1) (e)	6,11	6,11	5,65	5,93
(ix) clause 10 (1) (f)	6,72	6,72	6,22	6,52
(x) clause 10 (1) (g)	7,39	7,39	6,84	7,17
(xi) clause 10 (1) (h)	8,13	8,13	7,53	7,89
(xii) clause 10 (1) (i)	8,95	8,95	8,68	8,68
(xiii) clause 10 (1) (j) (1)	9,84	9,84	9,54	9,54
(xiv) clause 10 (1) (j) (2)	10,83	10,83	10,50	10,50
(xv) clause 10 (1) (j) (3)	11,90	11,90	11,55	11,55

(xvi) clause 10 (1) (j) (4)	13,10	13,10	12,70	12,70
(xvii) clause 10 (1) (j) (5)	14,41	14,41	13,97	13,97
(xviii) clause 10 (1) (j) (6)	15,85	15,85	15,37	15,37
(xix) clause 10 (1) (j) (7)	17,43	17,43	16,91	16,91
(xx) clause 10 (1) (j) (8)	19,17	19,17	18,60	18,60
(xxi) clause 10 (1) (k)	5,14	5,14	5,14	5,14
(xxii) clause 10 (1) (l) (1)	6,11	6,11	5,65	5,93
(xxiii) clause 10 (1) (l) (2)	6,72	6,72	6,22	6,52
(xxiv) clause 10 (1) (l) (3)	7,39	7,39	6,84	7,17
(xxv) clause 10 (1) (l) (4)	8,95	8,95	8,68	8,68

- (b) Every employer shall pay the specified amounts to the Council as prescribed in sub-clause (1) hereof."

## 8. CLAUSE 21: SPECIAL MEMBERSHIP LEVY: EMPLOYERS

### 8.1 Substitute the following for clause (21)(1):

"(1) Every employer, to whom this agreement applies, shall pay an amount of R2,00 for the period of 1 November 2020 to 30 October 2021, R2,25 for the period 1 November 2021 to 31 October 2022, R2,50 for the period of 1 November 2022 to 31 October 2023, per day for each normal workday, in respect of each eligible employee in his/her employment during that normal working day."

## 9. CLAUSE 28: TRAINING FUND OF THE EMPLOYERS' ORGANISATIONS

### 9.1 Substitute the following for clause (28)(1):

"(1) Every employer, to whom this agreement applies, shall pay an amount of R2,00 for the period of 1 November 2020 to 30 October 2021, R2,25 for the period 1 November 2021 to 31 October 2022, R2,50 for the period of 1 November 2022 to 31 October 2023, per day for each normal workday, in respect of each eligible employee in his/her employment during that normal working day."

## 10. CLAUSE 29: FUNERAL BENEFIT

### 10.1 Substitute the following for clause (29)(1) and (2):

(1) The funeral benefit fund, administered by the Council, for the purpose of providing a funeral benefit to new eligible employees, namely Cleaners, Beginner Prefabricated concrete wall Labourers and Labourers which are registered in the industry for the first time. Fees contributed by the employers to the fund must be invested as determined under section 53 (5) of the Act. After a membership of 1 year they will automatically qualify for the full retirement benefit.

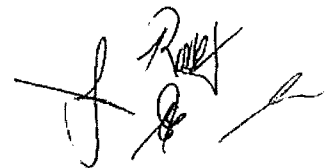
### (2) *Contributions by the employer:*

(a) An employer shall contribute an amount on behalf of an eligible employee to the Funeral Benefit for each day that the employee is employed (a contribution week), which amount shall be calculated as follows:

**From the date of commencement of this Agreement to 31 October 2021**

Category of employee

From the date of commencement of  
this Agreement to 31 October 2021.



	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	1,00	1,00	1,00	1,00
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	1,00	1,00	1,00	1,00
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	1,00	1,00	1,00	1,00
(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)				
(viii) clause 10 (1) (e)				
(ix) clause 10 (1) (f)				
(x) clause 10 (1) (g)				
(xi) clause 10 (1) (h)				
(xii) clause 10 (1) (i)				
(xiii) clause 10 (1) (j) (1)				
(xiv) clause 10 (1) (j) (2)				
(xv) clause 10 (1) (j) (3)				
(xvi) clause 10 (1) (j) (4)				
(xvii) clause 10 (1) (j) (5)				

(xviii) clause 10 (1) (j) (6)				
(xix) clause 10 (1) (j) (7)				
(xx) clause 10 (1) (j) (8)				
(xxi) clause 10 (1) (k)				
(xxii) clause 10 (1) (l) (1)				
(xxiii) clause 10 (1) (l) (2)				
(xxiv) clause 10 (1) (l) (3)				
(xxv) clause 10 (1) (l) (4)				

## For the period 1 November 2021 to 31 October 2022

Category of employee	1 November 2021 to 31 October 2022			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	1,00	1,00	1,00	1,00
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	1,00	1,00	1,00	1,00
(iv) clause 10 (1) (b) (2)				

(v) clause 10 (1) (c) (1)	1,00	1,00	1,00	1,00
(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)				
(viii) clause 10 (1) (e)				
(ix) clause 10 (1) (f)				
(x) clause 10 (1) (g)				
(xi) clause 10 (1) (h)				
(xii) clause 10 (1) (i)				
(xiii) clause 10 (1) (j) (1)				
(xiv) clause 10 (1) (j) (2)				
(xv) clause 10 (1) (j) (3)				
(xvi) clause 10 (1) (j) (4)				
(xvii) clause 10 (1) (j) (5)				
(xviii) clause 10 (1) (j) (6)				
(xix) clause 10 (1) (j) (7)				
(xx) clause 10 (1) (j) (8)				
(xxi) clause 10 (1) (k)				
(xxii) clause 10 (1) (l) (1)				
(xxiii) clause 10 (1) (l) (2)				
(xxiv) clause 10 (1) (l) (3)				
(xxv) clause 10 (1) (l) (4)				

Handwritten signature and initials, possibly 'Raj' and 'S', with a flourish below.



## For the period 1 November 2022 to 31 October 2023

Category of employee	1 November 2022 to 31 October 2023			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R	R	R	R
	per day	per day	per day	per day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	1,00	1,00	1,00	1,00
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	1,00	1,00	1,00	1,00
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	1,00	1,00	1,00	1,00
(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)				
(viii) clause 10 (1) (e)				
(ix) clause 10 (1) (f)				
(x) clause 10 (1) (g)				
(xi) clause 10 (1) (h)				
(xii) clause 10 (1) (i)				
(xiii) clause 10 (1) (j) (1)				
(xiv) clause 10 (1) (j) (2)				
(xv) clause 10 (1) (j) (3)				

Handwritten signatures and initials, including a large stylized 'J' and several other marks.

(xvi) clause 10 (1) (j) (4)				
(xvii) clause 10 (1) (j) (5)				
(xviii) clause 10 (1) (j) (6)				
(xix) clause 10 (1) (j) (7)				
(xx) clause 10 (1) (j) (8)				
(xxi) clause 10 (1) (k)				
(xxii) clause 10 (1) (l) (1)				
(xxiii) clause 10 (1) (l) (2)				
(xxiv) clause 10 (1) (l) (3)				
(xxv) clause 10 (1) (l) (4)				

#### 10.2 Add the following new sub-clause after sub-clause 29(2)

- "(3) If Cleaners, Prefabricated concrete wall Labourers and Labourers withdraw their pension / provident benefits and return to the industry, he/she is eligible for a funeral benefit and only after a year qualifies for full retirement benefits.
- (4) Eligible employees will qualify for a funeral benefit of R5000.00 if they contribute 50 daily contributions during a working year."

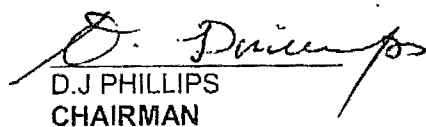
**Substitute Annexure A: "RULES FOR CONCILIATING AND ARBITRATING DISPUTES IN THE BUILDING INDUSTRY BARGAINING COUNCIL (RULES)"**


RULES AS AMENDED BY THE CCMA IN THE LABOUR RELATIONS ACT 66 OF 1995 UPDATED ON NOVEMBER 2019 SHALL APPLY FOR BUILDING INDUSTRY BARGAINING COUNCIL AND AS WELL AS ANY FUTURE AMENDMENTS.



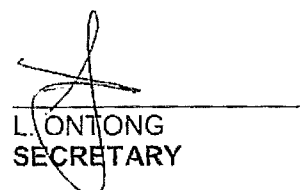
SIGNED ON BEHALF OF THE PARTIES ON THIS 8th DAY OF SEPTEMBER 2020.

TOTAL WORD COUNT – 10 945

  
D.J. PHILLIPS  
CHAIRMAN

  
R.C. DAMON  
BUILDING WORKERS UNION

  
G. SMIT  
MBA GREATER BOLAND  
Meesterbouers Assosiasie Groter Boland (MBA Groter Boland)

  
L. ONTONG  
SECRETARY

BUILDING BARGAINING COUNCIL NORTH AND WEST-BOLAND

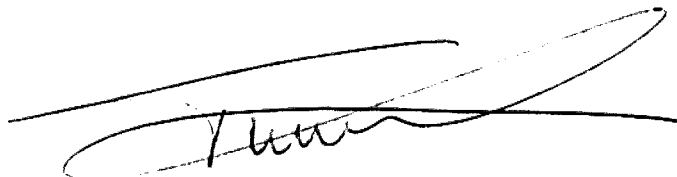
## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 1398

24 DECEMBER 2020

**LABOUR RELATIONS ACT, 1995****NATIONAL TEXTILE BARGAINING COUNCIL: EXTENSION TO NON-  
PARTIES OF THE MAIN COLLECTIVE AMENDING 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 Textile Bargaining Council**, 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 publication of this Notice and shall remain in force until such time it is amended by the parties to the Council from time to time.



MR TW NXESI, MP  
MINISTER OF EMPLOYMENT AND LABOUR  
DATE: 08/12/2020

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI**

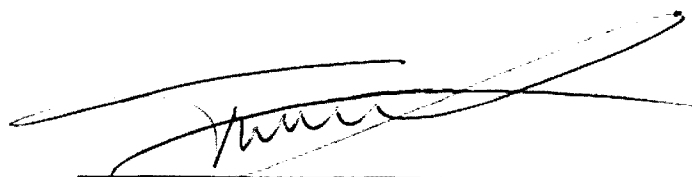
R. ....

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**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**NATIONAL TEXTILE BARGAINING COUNCIL: UKWELULWA  
KWESIVUMELWANO ESIYINGQIKITHI ESIPHAKATHI KWABAQASHI  
NABASEBENZI SELULELWA KULABO ABANGEYONA INGXEYENI YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nezabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa i**National Textile Bargaining Council**, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abaqashi nabasebenzi kuleyo Mboni kusukela ngoMsombuluko Wesibili emva kokushicilelwa kwalesisaziso futhi siqhubeke sisebenza. kuze kube isikhathi lapho sichibiyelwa ngamalunga woMkhandlu ngezikhathi ezahlukene.



**MNUMZANE TW NXESI, MP**  
**UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI**  
**USUKU:** 05/12/2020

**NATIONAL TEXTILE BARGAINING COUNCIL  
CONSOLIDATED MAIN COLLECTIVE AMENDING AGREEMENT FOR  
THE TEXTILE INDUSTRY OF THE REPUBLIC OF SOUTH AFRICA**

in accordance with the provisions of the Labour Relations Act, 1995 (as amended),  
made and entered into by and between the

**South African Cotton Textile Processing Employers' Association  
(SACTPEA)**

**South African Carpet Manufacturing Employers' Association (SACMEA)**

**National Manufactured Fibres Employers' Association (NMFEA)**

**National Association of Worsted Textile Manufacturers (NAWTM)**

**Narrow Fabric Manufacturers Association (NFMA)**

**South African Wool and Mohair Processors' Employers' Organisation  
(SAWAMPEO)**

**National Textile Manufacturers' Association (NTMA)**

**South African Home Textiles Manufacturers Employers' Organisation (HOMETEX)**

**South African Blankets Manufacturers Employers' Organisation  
(SABMEO)**

**Wool and Mohair Brokers Employers' Organisation of South Africa (WAMBEOSA)**

(hereinafter referred to as the "employers' organisations") of the one part,

and the

**Southern African Clothing and Textile Workers' Union (SACTWU)**

(hereinafter referred to as the "trade union") of the other part, being the parties to the

National Textile Bargaining Council to amend the Main Collective Agreement published under Government Notice

No. R.1137 of 6 September 2019.

**PART 1**

**A. APPLICATION**

**1. SCOPE OF APPLICATION**

- (a) This Agreement applies to all employers and all employees who are engaged in the Textile Industry, as defined hereunder, in the Republic of South Africa.
- (b) The Textile Industry in the Republic of South Africa is defined as follows:  
"Textile Industry or Sector or Industry" – means without in anyway limiting the ordinary meaning of the expression, the enterprise in which the employer(s) and the employees are associated, either in whole and or in part, for any activity relating to the processing or manufacture of fibres, filaments or yarns, natural or man-made and the processing or manufacture of products obtained therefrom, including all activities incidental thereto or consequent thereon, defined as follows:

### **1.1 Scope as defined by process and activity**

#### **1.1.1. Fibre Manufacture**

The handling, processing and manufacture of all classes of fibre, yarns, threads, blends and manufactured raw materials from which these are derived, which shall include, but not be limited to, the fibres manufactured or processed from the following types of raw material:

##### **1.1.1.1 Natural Fibres**

- Vegetable fibres: cotton, kapok, coir, flax, hemp, jute, kenaf, ramie manila, henequen, sisal, sugar cane or other plants seeds, bast or leaf material.
- Animal fibres: wool, mohair, cashmere, silk, angora, alpaca, feathers and any type of animal hair.
- Mineral fibres: asbestos or other inorganic material.

##### **1.1.1.2 Manufactured Fibres:**

- Synthetic polymers: including polymethylene, polyolefin, polyvinyl, polyurethane, polyamide, aramid, polyester and synthetic polyisoprene
- Natural polymers: including made from or comprising aliginate rubber, regenerated proteins regenerated cellulose and cellulose ester
- Minerals: including rock wool, carbon fibre and glass fibre or any other fibre manufactured from minerals and,
- all other manufactured fibres and tapes not specified above.

#### **1.1.2 Preparation of Natural Fibres**

The receiving, sorting, grading, weighing, cataloguing, washing, scouring, ginning, fibre-working, blending, carding, combing, cutting, dyeing, bleaching, cleaning, as well as the activities performed by wool and mohair brokers, buyers, and dealers; and any other activities carried on in an enterprise.

#### **1.1.3 Manufacture Textiles**

The manufacture, processing, dyeing, finishing, and further processing of all classes of woven, non-woven, crocheted and braided textiles from any of (or combination of) the inputs specified in 1.1.1 utilising the activities and processes of carding, combing, spinning, winding, twisting, drawing-in, warping, weaving, crocheting, braiding, embroiding, tufting, plaiting, feting, blending, rais-

ing, needling, stitch-bonding, spunlaid, wetlaid or other bonding processes, printing, dyeing, lamination, making-up and finishing as well as any other products made from raw materials produced by the processes and activities referred to 1.1.1 and 1.1.2 above.

### **1.2 Scope as defined by product:**

The products and activities referred to 1.1. (above) shall include, but not be limited to, the following products (used here simply as an indicative list):

- a. synthetic textile fibres and yarns;
- b. vegetable fibres and yarns (including the activities conducted in cotton gins)
- c. woven fabrics and products;
- d. non-woven fabrics and products;
- e. woven, crocheted, braided, plaited, knitted tapes, narrow fabric products (whether rigid or elasticised) webbing, interlinings, tapes or bias binding / clothing accessories;
- f. embroidery (where done in an establishment not covered by the National Clothing Bargaining Council);
- g. frills, tassels, bows and similar finishings;
- h. shoe laces;
- i. lace and netting; (general)
- j. worsted tops or noils, or yarns or fabrics;
- k. towelling or towels;
- l. all types of made-up textiles, including curtains and blinds, sheets, bedspreads, quilts, duvets and other bed linen; pillows and cushions, textile materials found in bathrooms and restrooms
- m. carpets, rugs, mats and matting, carpet tiles, and rugs (including as used in applications for floors and walls in domestic, commercial and residential premises, as well as that found in all types of automobiles, airplanes, trains, ships and any other form of transport);
- n. flock, foam, wadding, or padding, including shoulder padding, and all items with feather fillings;
- o. under-felt and felt;
- p. cleaning cloths, cleaning rags, dusters;
- q. blanketing, blankets, travelling-rugs, shawls;
- r. technical and/or industrial textiles, including woven, non-woven and specialized fibres and yarns, such as used in the following applications:
  - tyre-cord, belting, hose, tank fabrics, conveyor belts;
  - textiles used to reinforce plastics; mining and civil engineering
  - textiles like separation, drainage and reinforcement materials, mine props, backfill fabrics, ventilation curtains, blast barricades;
  - textiles used in agriculture/horticulture, like those for weed control, hail and frost protection, early crop ripening, bags for fertilizers/produce;
  - textiles for tarpaulins, awnings, furnishings, umbrellas, footwear, automotive trim, luggage, sail cloth, airbags, spinnakers, hot air balloons, print screens, paper felts, arrestor fabrics;
  - medical textiles like blood filters, membranes, bandages, cotton wool, lints, gauze, swabs, surgical dressing, and sanitary towels;
  - fabrics used to filter air, gas or liquids;



- fabrics used for protective garments such as breathable fabrics, flame-proof fabrics, acid-proof fabrics, bullet-proof fabrics; brake and clutch linings, gland packings, seals; cord, ropes, twine, nets, and netting.

1.3 The terms of this Agreement shall be observed in the Textile Industry by all employers who are members of the employers' organisations and by all employees who are members of the trade union, and who are engaged and employed therein, respectively.

1.4 The provisions of this Agreement shall not apply to employees whose wages are not prescribed herein, unless otherwise specified in this Agreement.

## 2. PERIOD OF OPERATION

This Agreement shall come into operation on such a date as the Minister of Labour extends the Agreement to non-parties, and shall remain in force until such time as the members amend this agreement accordingly.

## PART 2 ANNEXURE D BLANKET SECTION A. APPLICATION

### 1. SCOPE OF APPLICATION

As per the provisions of clause 1 of Part 1 of this agreement.

### 2. PERIOD OF OPERATION

As per the provisions of clause 2 of Part 1 of this Agreement.

## B: REMUNERATION

### 3. MINIMUM WAGES

Substitute the following for the existing sub-clause

3.1 The *minimum wage* for the *Blanket Section*, which an employer shall pay to employees shall be as specified in sub-clause 3.2 below.

3.2 Every employer must pay each employee a wage that is not less than the *minimum wage* and / or the National Minimum Wage prescribed in the table below and for the grades as specified in the grading structure in sub-clause 3.6

- (1) With effect from coming into operation of this Agreement the minimum hourly increases per grade applicable to employees employed prior to **01 August 2014**.

	<b>Metro Areas Increase per hour</b>	<b>Non Metro Areas Increase per hour</b>
Grades	With effect from the coming into operation of this Agreement	With effect from the coming into operation of this Agreement
1	R1.07	R1.06
2	R1.14	R1.09
3	R1.21	R1.54
4	R1.33	R2.86
5	R1.68	R3.43

- (2) With effect from coming into operation of this Agreement the new Hourly Rate applicable to employees employed prior to 01 August 2014.

	<b>Metro Areas New hourly rate per hour</b>	<b>Non Metro Areas Increase per hour</b>
Grades	With effect from the coming into operation of this agreement	With effect from the coming into operation of this agreement
1	R22.45	R22.18
2	R23.92	R22.81
3	R25.34	R23.82
4	R28.01	R26.33
5	R35.29	R33.17

- (3) With effect from coming into operation of this Agreement, the new Hourly Rate applicable to new employees employed on or after 01 August 2014, will be remunerated according to the following table, *provided that the minimum hourly rate is not less than the National Minimum Wage per hour*:

Year 1 of Employment	15% below the hourly rate
Year 2 of Employment	10% below the hourly rate
Year 3 of Employment	5% below the hourly rate
Year 4 of Employment	Minimum hourly rate

**NOTE:** In the case of Non-Metro Areas, new employees employed on / after 01 August 2014, will be remunerated at 5% below the minimum hourly rate for three years before qualifying for the minimum hourly rate, provided that the minimum hourly rate is not less than the National Minimum Wage per hour from the coming into operation of this Agreement.

This provision will not affect experienced employees. In terms hereof "experience" shall mean someone who has had experience in the industry in the position being applied for and appointed to and that this experience shall be offset against the phasing-in period as set out above. The employee must have been employed in the industry in the 5 years immediately preceding the date of employment in order to qualify for the minimum hourly rate, provided that the minimum hourly rate is not less than the National Minimum Wage per hour from the coming into operation of this Agreement.

However, where the employee has more than 5 years' experience in that position, but out of the industry for more than 5 years, he/she shall re-enter at 10% below the minimum hourly rate.

3.3. Conditions relating to sub-clause 3.2(3)

3.2.1 Fixed term contract employees who have been employed annually prior to 01 August 2011 and are still employed, shall be paid at the minimum hourly rate.

3.2.2 Fixed term contract employees who have been employed on / after 01 August 2011 and are still employed, shall be paid according to the table in sub-clause 3.2(3) based on experience in that position with the employer.

However, if an employer pays a Fixed term contract employee more than the wage in the experience table specified in sub-clause 3.2(3), must continue to pay the higher wage.

3.2.3 New entry rates for the industry shall no longer apply, and be replaced by remuneration linked to experience in the position employed by the employer as specified in sub-clause 3.2(3).

3.4 An employer who pays an employee more than the minimum wage specified in sub-clause 3.2 must continue to pay the higher wages.

## 9. TEMPORARY EMPLOYEES

Substitute the following for the entire clause 9

### General:

9.1. As per the provisions of the sub-clause 9.1 of Part 1 of this Agreement.

9.2. The total number of temporary employees shall not exceed 20% of the total number of planned employment at any establishment.

9.3. Temporary contracts are defined as a contract of employment that terminate on:

- The occurrence of a specified event
- The completion of a specified task or project
- A fixed date other than an employee's normal or agreed retirement age

9.4. Temporary contracts are binding contracts and due respect should be provided by employers to meet the obligations on the terms and conditions of the temporary fixed contract.

9.5. All establishments shall comply with the provisions of Section 198 B of the Labour Relations Act (as amended), and apply the relevant provisions respectfully to avoid any exploitation. The use of Labour Brokers to supply labour in the Blanket sub-sector is not allowed or permitted.

### Remuneration/Benefits:

9.6. Temporary Employees will be remunerated at 15% below the minimum hourly rate per grade for all periods of employment during the period of operation of the Agreement, provided that hourly rate per grade is not less than the National Minimum Wage per hour.

9.7. Temporary employees employed on or after 01 January 2021, will be remunerated according to the following table provided that the minimum hourly rate is not less than the National Minimum Wage per hour:

Experience	Remuneration per hour
Year 1 of continuous employment: Adding the fixed term contract spells to constitute 1 year relevant experience	15% below the hourly rate for the position and grade
Year 2 of continuous employment: Adding the fixed term contract spells to constitute 2 years relevant experience	10% below the hourly rate for the position and grade

Year 3 of continuous employment: Adding the fixed term contract spells to constitute 3 years relevant experience	5% below the hourly rate for the position and grade
Year 4 of continuous employment: Adding the fixed term contract spells to constitute 4 years relevant experience	Minimum hourly rate and deem permanent subject to sub-clauses 9.16 to 9.18

This provision will not affect experienced temporary employees. Experience will mean, temporary employees must have been employed on temporary contracts in the industry in the 5 years immediately preceding the date of employment in order to qualify for the minimum hourly rate

- 9.8. Employees in the employ of establishments shall not be entitled to an annual bonus and provident membership for any period of employment during the period of operation of Part 1 of this Agreement.
- 9.9. However, temporary employees employed beyond six months, will be paid a pro-rata annual bonus of 4.8% in December 2020 and 5% in December 2021 of their actual basic earnings for the months that exceeded the six months in that year.

#### Duration:

- 9.10. Employers may not employ a temporary employee for more than six Months.
- 9.11. Temporary employees who are employed on three months or shorter fixed term contracts shall continue to enjoy the protections of the Labour relations Act (as amended) that existed prior to the Labour Relations Act of 2015 law amendments. The following protections are critical:
- Not to abuse a fixed term contract by using it as substitute for probation
  - Where an employee works beyond the expiry date of the contract without signing a new agreement.
  - Any argument that employment has become permanent
  - Any argument relating to an expectation of renewal or permanent employment.
- 9.12. For temporary contracts that are employed for a period of longer than three months, and regarded as enforceable, the following three main requirements must be met:
- The nature of the work must be of a limited duration or there must be some other justifiable reason for fixing the term of the contract.
  - The fixed term contract must be in writing
  - The contract must specify the justifiable reason
- 9.13. The justifiable reasons for employing a temporary employee for a fixed term period of longer than three months, are the following:
- Replacing another employee who is temporarily absent from work.
  - Engaged on account of a temporary increase in work volume, which is not expected to endure beyond 6 months
  - A student or recent graduate who is employed for the purpose of being trained or gaining work experience in order to enter a job profession.
  - Engaged to work exclusively on a genuine and specific project that has a limited or defined duration.
  - A non-citizen who has been granted a temporary work permit.
  - Engaged to perform seasonal work.
  - Engaged in a position which is funded by an external source for a limited duration
  - The agreed retirement age has been reached in the respective establishments.
  - Any other justifiable reason that have not been listed in the Labour Relations Act (as amended).
  - If a temporary employee be employed for three months or less, the justifiable reasons above do not apply.
- 9.14. Any re-employment of a temporary employee beyond 6 months shall be by agreement between the employer and employee at plant level.

- 9.15. As and when the temporary position in terms of the labour profile is not redundant for a continuous period of 12 months, the temporary employee will be employed for the full 12 months. This means that the temporary employee shall not be replaced by another temporary employee in that specific position during the twelve month period.

#### **Job Creation:**

- 9.16. Temporary employees on fixed term contracts must be given equal access to opportunities to apply for vacancies.
- 9.17. A temporary employee will have first preference to permanent vacancies based on relevant experience and appropriate skills criteria. Employers to implement a selection matrix and points rating system to be used as a guideline when filling permanent vacancies.
- 9.18. The permissible selection criteria and rating system to include at least the following:
- Talent (knowledge, skills, behaviour, commitment)
  - Performance linked to targets
  - Discipline
  - Absenteeism
  - Temporary contract repeats
  - Average lengths of temporary contract repeats
  - NQF 2 relevant qualifications and Recognition of Prior Learning (RPL)

#### **Additional Protection Measures:**

- 9.19. The following additional provisions are aimed at protecting temporary employees:
- The employees employed in a temporary capacity for a fixed period on contract for longer than three months without a justifiable reason in writing, may not be treated less favourably than someone employed on a permanent basis performing the same or similar work. This protection also extends to Part Time employees
  - Where temporary employees are employed on contracts exceeding 12 months, the employee shall be entitled to severance pay upon termination.
  - Where an employer had failed to review a temporary contract where there was a reasonable expectation of such renewal or where the employer offered to renew it on less favourable terms, the Act will give rise to an unfair dismissal claim. The onus to prove the expectation remains on the employee.
- 9.20. Termination of a temporary fixed term contact prior to the stated termination date, warrants justifiable reasons that can be verified.
- 9.21. Unfair dismissal disputes may include the following:
- Reinstatement of the employee
  - Re-employment of the employee
  - Order compensation up to 12 months' remuneration
  - Order compensation up to 24 months' remuneration if dismissal is found to be automatically unfair.

### **C: HOURS OF WORK**

#### **18. SHORT-TIME**

##### **Substitute the following for the existing sub-clause**

- 18.5 In the event of an act of God, any unforeseen circumstance or emergency, any national pandemic (Novel Corona Virus, etc.), a disruption in utility service (electricity, water, hail damage, etc.) employers will be required to give employees four hours' notice of short / reduced hours of work. Employees may be required to work during the four (4) hours' notice period.

Based on practicability and reasonableness, notification of short time will be proceeded by a consultation process between the management and the Union and / or shop stewards. If the employer fails to give four hours' notice, it must pay the employee in lieu of the required notice. Any work-in arrangement to recover pay and production will be by arrangement at plant level.

## **E: EMPLOYEE BENEFITS**

### **27. RETIREMENT FUND**

**Substitute the following for the existing sub-clause**

- 27.1 As per the provisions of clause 27 of Part 1 of *this Agreement*.
- 27.2 Contributions by the employee and employer to the Textile Industry Provident Fund shall be as follows:
- 27.2.1 Employees who are members of the Textile Industry Provident Fund, shall contribute 6.00% of the employee's basic wage, with effect from 01 January 2021. Employers will contribute an equivalent percentage.
- Employee: 01 January 2021 : 6.00% of employee's basic wage**
- Employer: 01 January 2021 : 6.00% of employee's basic wage**
- 27.2.2 **Ex-fixed term contract employees employed prior to 31 December 2014, and new employees employed on / after 01 August 2015, and who become members of the Textile Industry Provident Fund, shall contribute 6.00% of the employee's basic wage with effect from 01 January 2021, employers will contribute an equivalent percentage.**
- Employee: 01 January 2021: 6.00% of employee's basic wage**
- Employer : 01 January 2021 : 6.00% of employee's basic wage**
- 27.3 A temporary employee in the employ of the employer shall not be entitled to retirement fund membership for any period of employment during the period of operation of Part 1 of this Agreement.

## **PART 2**

### **ANNEXURE F**

#### **HOME TEXTILES SECTION**

##### **A. APPLICATION**

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

As per the provisions of clause 1 of Part 1 of this agreement.

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

As per the provisions of clause 2 of Part 1 of this Agreement.

##### **B. REMUNERATION**

### **3. MINIMUM WAGES**

Substitute the following for the existing sub-clause

- 3.1 Every employer must pay each employee a wage that is not less than the *minimum hourly rate* prescribed in the relevant table below:

**3.1.1 Employees employed prior to 01 July 2011:**

	Wage with effect from the coming into operation of this Agreement
<b>GRADE</b>	<b>HOURLY RATE OF PAY</b>
1	R20.76
2	R21.81
3	R23.19
4	R24.60
5	R26.91

**3.1.2 Employees employed on or after 01 July 2011**

	Wage with effect from the coming into operation of this Agreement
<b>GRADE</b>	<b>HOURLY RATE OF PAY</b>
1	R20.76
2	R21.20
3	R22.53
4	R23.94
5	R26.16

3.2 Hourly Rate Of Pay - With effect from **11 January 2021**, the Minimum Industry Hourly Rate of Pay shall be as specified in the table below:

<b>GRADE</b>	<b>MINIMUM HOURLY RATE OF PAY WITH EFFECT FROM 11 JANUARY 2021</b>
1	R20.76
2	R21.81
3	R23.19
4	R24.60
5	R26.91

**7. ANNUAL BONUS**

Substitute the following for the existing sub-clause

- 7.1 Employees with less than 1 (one) year's service at the time the annual bonus is paid in December each year would receive a pro rata annual bonus based on length of service and calculated on 1 (one) week's wages, calculated on actual basic hourly rate.

- 7.2 Employees with 1 (one) or more completed year's service at the time the annual bonus is paid in December each year, would receive 4 (four) week's wages, calculated on actual basic hourly rate.

**PART 2**  
**ANNEXURE G**  
**MANUFACTURED FIBRES SUBSECTOR**  
**SCHEDULE 1**

**A. APPLICATION**

1. **SCOPE OF APPLICATION**  
As per the provisions of clause 1 of Part 1 of this Agreement.
2. **PERIOD OF OPERATION**  
As per the provisions of clause 2 of Part 1 of this Agreement.

**B. REMUNERATION**

7. **ANNUAL BONUS**
- Insert the following additional sub-clause
- 7.6 Annual Bonus is to be paid in one payment on the normal payment date (plant level) and as per normal annual bonus rules.

**SCHEDULE 2**  
**RECYCLING AND WASH PLANT SECTION OF THE MANUFACTURED FIBRES SUBSECTOR**

**A. APPLICATION**

1. **SCOPE OF APPLICATION**
- 1.1 As per the provisions of clause 1 of Part 1 of this Agreement.
- 1.2 The terms of this agreement shall apply to all bargaining unit employees. The bargaining unit Being Patterson Grades A1 to B5 or any other remuneration system. The minimums shown in the tables below, sets the basis for all.
2. **PERIOD OF OPERATION**  
As per the provisions of clause 2 of Part 1 of this Agreement.

**B. REMUNERATION**

3. **MINIMUM WAGES**  
Substitute the following for the existing sub-clause
- 3.1 As per the provisions of sub-clause 3.1 of Part 1 of *this Agreement*.
- 3.2 Every employer must pay each employee an increase and wage that is not less than the increase and wage set out in this sub-clause and the table below. The parties agree to a 7% increase with



a minimum of R300 per month across the board with effect from the coming into operation of this agreement.

- (1) With effect from the coming into operation of this Agreement the minimum monthly wage per grade applicable to employees is as follows calculated on 195 hours per month:

GRADE	NEW MINIMUM MONTHLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT	NEW MINIMUM MONTHLY RATE WITH EFFECT FROM 01 MARCH 2021
A1	R4200.00	R4500.00
A2	R4200.00	R4500.00
A3	R4200.00	R4500.00
B1	R4772.00	R5106.00
B2	R5912.00	R6326.00
B3	R7093.00	R7590.00
B4	R9458.00	R10120.00
B5	R11822.00	R12650.00

3.3 As per the provisions of sub-clause 3.3 of part 1 of this Agreement.

3.4 Where existing wage rates at any Company are greater than those specified in the table in sub-clause 3.2, such wage rates shall continue to apply unless otherwise agreed through collective bargaining between the parties.

3.5 The grading is as follows:

Grade	Job title
A1	Sorter, Housekeeper
A2	Operator, Baler Operator
A3	Forklift Driver, Operater come Forklift Driver
B1	QC Analyst, Maintenance Helper, Logistics / Stores Helper
B2	Assistant Supervisor, Team Leader, Boiler Operators
B3	Supervisor, Logistics Clerk
B4	Maintenance Fitter, Logistics / Stores in charge
B5	Production Secretary, Electrician, Shift Supt/Mng + other staff

## 5. NIGHT SHIFT ALLOWANCE

Substitute the following for the existing sub-clause

- 5.1 All employees working night shift on a 3 x shift system shall, in addition to their basic monthly salary, be paid a night shift allowance of 15% of the basic wage.

**PART 2**  
**ANNEXURE H**  
**NON WOVEN TEXTILES SUBSECTOR**  
**A. APPLICATION**

**1. SCOPE OF APPLICATION**

As per the provisions of clause 1 of Part 1 of this agreement.

**2. PERIOD OF OPERATION**

As per the provisions of clause 2 of Part 1 of this Agreement.

**B. REMUNERATION**

**3. MINIMUM WAGES**

Substitute the following for the existing sub-clause

3.1 As per the provisions of sub-clause 3.1 of Part 1 of this agreement.

3.2 Every employer must pay each employee a hourly rate that is not less than the minimum wage set out in the table below.

**3.2.1 Hourly Rate of Pay with effect from 01 January 2021**

Grade	Hourly Rate of Pay with effect from 01 January 2021
100%	
A1 /A2	R35.39
A3 / B1	R35.78
B2 / B3	R37.58
B4 / B5	R40.39

**90% Hourly Rate of Pay with effect from 01 January 2021**

A1 /A2	R31.85
A3 / B1	R32.23
B2 / B3	R33.83
B4 / B5	R36.37

**80% Hourly Rate of Pay with effect from 01 January 2021**

A1 /A2	R28.31
A3 / B1	R28.64
B2 / B3	R30.05
B4 / B5	R32.32

- 3.2.2 The hourly rate of pay per grade for all new employees in their first six months of service will be 80% of the applicable Industry minimum hourly rate of pay as detailed in sub-clause 3.2.1 above and the employees in the second six months of employment will be 90% of the applicable Industry minimum hourly rate of pay as detailed in sub-clause 3.2.1.
- 3.2.3 After 12 months of employment 100% of the applicable Industry minimum rate of pay shall apply.
- 3.2.4 The new employee rate of pay shall not be applicable to employees who are skilled non-woven employees who have been retrenched from any company that falls under the scope of the Non – Wovens sub sector within the past 12 months and who previously earned the industry minimum hourly rate and are re-employed during the period of this agreement. Such employees will be paid at the Industry rate of pay as per clause 3 of this agreement.
- 3.3. The grading system implemented in this sub-sector is the Paterson Decision Band Methodology.

## 18. SHORT TIME

### Substitute the following for the existing sub-clause

- 18.1 An employer may reduce the number of ordinary hours in a day or a week on forty eight (48) hours' notice to the employees and will notify shop stewards in an attempt to consult at plant level.
- 18.2 If the employer fails to give forty eight (48) hours' notice, it must pay the employee four (4) hours in lieu of the required notice.
- 18.3 Irrespective of the number of hours worked, an employer must pay each employee working short time at least half of that employee's basic weekly wage.
- 18.4 In the event of an unforeseen disruption to production that includes but is not limited to, utilities disruption (electricity, water, sewerage etc), major machine breakdowns, or an Act of God the company is entitled to give employees at least four (4) hours' notice of short / reduced working hours. Employees may be required to work during the four (4) hours notice period.

## 38. SHOP STEWARDS' RIGHTS AND FACILITIES

### Insert the following additional sub clause

- 38.1 Each shop steward in an establishment covered by the scope of this Agreement shall be entitled to 10 (ten) days paid leave per annum.
- 38.2 Each shop steward's committee shall, at each company and by the 20<sup>th</sup> of each month, be provided with schedules reflecting the following details on request from the senior shop steward.
- 38.3 All employees in the bargaining unit (broken down by permanent workers, learnerships, and temporary workers);
- 38.4 All non-union members.
- 38.5 Shop stewards at each workplace shall be granted two hours paid time off for factory shop Steward committee meetings each month.
- 38.6 All shop stewards of trade unions party to the Bargaining Council shall be granted access to a telephone, a fax machine and meeting facilities for shop steward meetings at the workplace. The parties shall meet at plant level to give appropriate effect to this.
- 38.7 Each shop stewards' committee shall at each establishment and by the 20<sup>th</sup> of each month, be provided on request with schedules reflecting the labour profile of all employees in the *bargaining unit* (broken down by permanent, learnerships and temporary workers), and the detail of all union and non-union members in the *bargaining unit*.
- 38.8 Ballot facilities shall be provided by the employer at each establishment for the Union to conduct any ballot in terms of the Union Constitution and the Labour Relations Act No. 66 of 1995 (as amended).

- 38.9 SACTWU Office Bearers that fall under the scope of this agreement will be entitled to receive an additional paid five (5) days leave per annum to be used specifically for their Office Bearers roles within the Trade Union under the following conditions:
- 38.9.1 SACTWU undertakes to give the company seven (7) days written notice requesting the release of the Shop Stewards / Office Bearers from the workplace.
- 38.9.2 Office Bearer / Shop Steward leave is not cumulative or transferrable.

## PART 2

### ANNEXURE I

#### WOOL AND MOHAIR SECTION

##### A. APPLICATION

##### 1. SCOPE OF APPLICATION

As per the provisions of clause 1 of Part 1 of this Agreement.

##### 2. PERIOD OF OPERATION

As per the provisions of clause 2 of Part 1 of this Agreement.

##### B. REMUNERATION

##### 3. MINIMUM WAGES

Substitute the following for the existing sub-clause

- 3.1 As per the provisions of sub-clause 3.1 of Part 1 of this Agreement
- 3.2 Every employer must pay each employee a wage increase and a *minimum wage* that is not less than that detailed in clause 3.2.1 and 3.2.2 below:
- 3.2.1 Each employer must pay employees an hourly increase for each *grade*, as follows:

##### Wool and Mohair Processors Industry

GRADE	NEW HOURLY RATE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT
1	R47.06
2	R48.8
3	R49.83
4	R54.05
5	R55.09

##### Wool and Mohair Broking Industry

- 3.2.2 With effect from the coming into operation of this agreement, each employer in the Wool and Mohair Broking Industry must pay an increase of 3.5% and with effect from 01 January 2021 an increase of 1.5% to its employees as per the table below:

GRADE AND JOB DESCRIPTION	MINIMUM MONTHLY WAGE		
	NEW MONTHLY WAGE WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT	NEW MONTHLY WAGE WITH EFFECT FROM 01 JANUARY 2021	
<b>GRADE 1</b>	<b>R6326.38</b>	<b>R6421.27</b>	
Wool Bag Worker			
General Worker			
Cleaner			
Trolley Pusher			
Tea Makers			
			Minimum rate per kilo-gram pressed / sorted
Bin Press Operator	R6326.38	R6421.27	17 cents
Mohair Sorter			
Wool Sorter			
<b>Grade 2</b>	<b>R6589.02</b>	<b>R6687.85</b>	
Marker / Wool Writers			
Sampler			
<b>GRADE 3</b>	<b>R6286.84</b>	<b>R6381.14</b>	
Hoop / Strap Iron Cutter			
High Density Press Operator			
Seeker			
Shipping Bale Maker			
<b>GRADE 4</b>	<b>R7289.51</b>	<b>R7398.85</b>	
Core Machine Operator			
Forklift Driver			
Grab Machine Operator			
Handyman			
<b>GRADE 6</b>	<b>R7639.76</b>	<b>R7754.85</b>	
Checker			
Clerk			
Driver Code 8			
Weighing Clerk			
Supervisor			

## PART 2

## ANNEXURE J

## WORSTED SECTION

## A. APPLICATION

## 1. SCOPE OF APPLICATION

As per the provisions of Clause 1 of Part 1 of this agreement.

**2. PERIOD OF OPERATION**

As per the provisions of Clause 2 of Part 1 of this Agreement.

**B: REMUNERATION****3. MINIMUM WAGES**

Substitute the following for the existing sub-clause

- 3.1 The *minimum* wages for the *Worsted Section*, which an employer shall pay to employees in the Spinning division, shall be as specified in sub-clause 3.2 below.
- 3.2 Every employer must pay each employee a wage that is not less than the minimum hourly rate prescribed in the relevant tables below and for the grade specified.

Substitute the following for the existing sub-clause

**3.2.2 Spinners****3.2.2.1 AREA - A: THE REST OF THE COUNTRY (INCLUDING PORT ELIZABETH, AND DURBAN)**

GRADE	NEW HOURLY RATE WITH EFFECT FROM THE COMNG INTO OPERATION OF THIS AGREEMENT BASED ON 40 HOURS PER WEEK	NEW HOURLY RATE WITH EFFECT FROM THE COMNG INTO OPERATION OF THIS AGREEMENT BASED ON 44 HOURS PER WEEK
1	R33.81	R33.38
2	R34.56	R34.12
3	R35.67	R35.24
4	R37.55	R37.12

**9. TEMPORARY EMPLOYEES**

Substitute the following for the existing sub-clause

- 9.1 As per the provisions of sub-clause 9.1 of Part 1 of this Agreement.
- 9.2 As per the provisions of sub-clause 9.2 of Part 1 of this Agreement.
- 9.3 Temporary employees will be deemed to be permanent employees after 3 (three) months and their employment terms and conditions will be adjusted accordingly. Any extension of this Agreement will be by agreement between the parties at plant level.
- 9.4 The number of temporary employees will at no stage exceed 10% of the total number of permanent employees at any company unless otherwise agreed between the parties at plant level.
- 9.5 All temporary employees shall be covered by the closed shop agreement.

**SIGNED IN DURBAN ON THIS 13<sup>TH</sup> DAY OF NOVEMBER 2020, FOR AND ON BEHALF OF THE FOLLOWING EMPLOYERS' ORGANISATIONS:**

1. South African Blankets Manufacturers Employers' Organisation (SABMEO)
2. South African Carpet Manufacturing Employers' Association (SACMEA)
3. South African Home Textiles Manufacturers Employers' Organisation (HOMETEX)

4. National Manufactured Fibres Employers' Association (NMFEA)
5. South African Wool and Mohair Processors' Employers' Organisation (SAWAMPEO)
6. National Association of Worsted Textile Manufacturers (NAWTM)
7. South African Cotton Textile Processing Employers' Association (SACTPEA)
8. Narrow Fabric Manufacturers' Association (NFMA)
9. National Textile Manufacturers' Association (NTMA)
10. Wool and Mohair Brokers Employers' Organisation of South Africa (WAMBEOSA)

**AND**

**SIGNED IN DURBAN ON THIS 13<sup>TH</sup> DAY OF NOVEMBER 2020, FOR AND ON BEHALF OF THE  
FOLLOWING TRADE UNION/S:**

1. Southern African Clothing & Textile Workers' Union (SACTWU)

**As duly designated and authorised, signed by:**

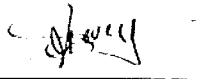
1. Signatory Name: Mr Johannes Brouwer (print)

Signatory Designation: Chairperson (National Textile Bargaining Council)

Signatory signature: 

2. Witness Name: Mr Ganasan Poonsamy Pillay (print)

Witness Designation: Secretary (National Textile Bargaining Council)

Witness signature: 

**DEPARTMENT OF EMPLOYMENT AND LABOUR****NO. R. 1399****24 DECEMBER 2020****INCORPORATION OF HEALTH AND SAFETY STANDARD IN TERMS OF SECTION  
44(1) OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
DRIVEN MACHINERY REGULATIONS 17**

I Tibor Szana, appointed as Chief Inspector in terms of section 27(1) of the Occupational Health and Safety Act 1993, acting in terms of the powers vested in me by regulation 17 of the Driven Machinery Regulation 2015, after consultation with the Advisory Council for Occupational Health and Safety hereby incorporate a Code of Practice for commercial Zip line and Aerial Adventure Parks.

Users of all commercial Ziplines and Aerial Adventure Parks installed prior to incorporation of this code of practice are given 12 months to apply for permission to use. Users of existing installations are only expected to submit a certificate signed by a registered professional engineer or a technologist.

.....  
T Szana  
Chief Inspector



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## CODE OF PRACTICE

The installation and operation of commercial Ziplines and Aerial Adventure Parks

### 1. Introduction

The requirements stipulated in this code of practice are intended solely to ensure safety in the installation and operation of Ziplines and Aerial Adventure Parks

The attention of users of this Code of Practice is drawn to the relevant regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

## Definitions

‘Aerial Adventure Park’ means an adventure activity conducted at height above the ground where participants are attached to a self belay system.

‘Anchorages’ means a secure point of attachment for a lifeline or lanyard

‘Arborist’ means a professional in the practice of the cultivation, management, and study of individual trees

‘Belay’ means securing a rope (a running rope) round a cleat, rock, pin, or other object, to secure it.

‘Braking device’ means a solid object placed on the cable that is connected to an active braking system such as a belay device, gravity stop, bungee cord, or manual rope control such that the braking device is able to decelerate the incoming client and bring them to a safe stop at the landing point

certified equipment means equipment that has been certified to an applicable standard (Conformite Europeenne (CE), SANS, etc.).

‘Code of practice’ means a set of written rules which explains how people working in the Zipline and Aerial Adventure Park industry should behave.

‘Commercial Zipline’ means a Zipline in which the person is required to pay the owner for use thereof.

‘Competent person’ means a person who has in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task

‘Carabiners’ means a specialized type of shackle, a metal loop with a spring-loaded gate used to quickly and reversibly connect components, most notably in safety-critical systems.

‘Lifeline/safety cable/belay system’ means an overhead safety system designed to prevent a participant from falling off the Aerial Adventure Park.

‘Lifeline’ means as the safety line used to support persons while moving along elevated obstacles (climbing bridges, nets, etc).

‘Mast’ means tall structures designed to support a zipline

‘Rope’ means several strands of metal wire twisted into a helix forming a composite "wire rope", in a pattern known as "laid wire rope".

‘Rope splicing’ means the forming of a semi-permanent joint between two ropes or two parts of the same rope by partly untwisting and then interweaving their strands.

‘Shock load’ means a sudden and drastic increase of load.

‘Swaged fittings’ means wire rope components other than swage or stop sleeves, that are attached to the wire by compressing, (swaging) the fitting on to the wire

‘Tensioning device’ means a device that applies a force to create or maintain tension on a rope.

‘Wirerope clamp’ means clamps used to keep wire rope or cable in place

‘Zipline’ means a cable fixed between two points used for the transportation of people.

## **2. Scope**

This Code of Practice covers the general safety aspects, construction, operation and maintenance of commercial Ziplines or and Commercial Aerial Adventure Parks that may be accessed by the public. This code of practice is not meant to cover non-commercial or private ziplines and private aerial adventure parks that is where the person is not required to pay the owner for use of the Zipline and Aerial Adventure Parks.

## **3. Permission to operate**

(1) Any person who wishes to operate a Ziplines or Aerial Adventure Parks shall apply in writing to the Chief Inspector of the Department of Employment and Labour for permission for such use and shall, together with such application, submit—

- (a) a complete set of design calculations and drawings of the proposed installation; and
- (b) a certificate issued by a registered professional engineer or a technologist and where applicable an inspection report issued by an arborist in which they certify that they has checked the design of the installation and that such design will ensure the safe operation of the installation under all permitted loadings.

(2) Users of Ziplines or Aerial Adventure Parks installed prior to the incorporation of this code of practice must submit a certificate issued by a registered professional engineer or a technologist

(3) The user shall cause the entire installation and all working parts of every Zipline or commercial Aerial Adventure Park to be subjected to a thorough, documented examination and a performance test, by a competent person, at intervals not exceeding 12 months.

#### **4. Design and construction**

4.1 The design of Ziplines and Aerial Adventure Parks shall conform to acceptable good practice within the industry.

Due consideration shall be made for the following:

- a.) The location's suitability for this type of activity.
- b.) The nature of the ground on which foundations are to be built and slides are to cross;
- c.) The foundations for masts, platform, anchorages and tension adjustor must be able to accommodate all conditions of loading, including the wind loadings and other required safety factors.
- d.) The forces applied to the rope with rope loaded, shock-loaded and unloaded
- e.) Forces applied to rope terminations with rope loaded, shock-loaded and unloaded
- f.) Forces applied to anchors and structures with rope loaded, shock-loaded and unloaded
- g.) the mass of each component part

4.2

The design engineer must refer to all relevant standards for all materials used in the design and construction of the structure.

#### **5. Erection**

The erection of all installations shall be carried out under the supervision of a competent person.

#### **6. Requirements for Steel wire rope**

##### **6.1.1 Suitability**

Any rope used in the operation of commercial Ziplines and an Aerial Adventure Park shall be made of steel wire with diameter of no less than 10mm and be accompanied by a rope certificate.

##### **6.1.2 New Rope**

A rope test certificate must be obtained from the manufacturer showing the ultimate breaking force in relation to a new rope supplied and must meet requirements of the design specification.

##### **6.1.3 Used Rope**

A rope which has been previously in use shall not be installed unless it is certified by a competent person.

#### **7. Design Factors**

**7.1 Breaking load to maximum working load ratios**

The ratio of the breaking load to maximum working load of ropes shall be at least equal to 5:1.

**7.2 Rope joints, terminations and fittings****7.2.1 Rope Splices**

The length of a splice in a rope shall be at least 1 200 times the diameter of the rope and the clear distance between successive splices shall be at least 3 000 times the diameter of the rope.

**7.2.2 Swaged Fittings**

Swaged fittings are preferred for the finishing of rope ends, but when ropes are so fitted the strength of the rope for calculation purposes shall be reduced by 10 %.

**7.2.3 Wire rope Clamps**

7.2.3.1 Clamps shall:

- (a) be made of the Crosby or Bulldog pattern and shall comply with the requirements of SANS 813
- (b) be of the correct size for the rope on which they are used or
- (c) be of the U-bolt shall be fitted on the portion of rope that does not take the load and Nuts on the U-bolt should be tightened by the use of a torque equal to the appropriate test torque given in table 1 of SANS 813.
- (d) The clamps used shall be at least the appropriate number prescribed in table 1 of SANS 813.

7.2.3.2 When ropes are fitted to clamps, the strength of the rope for calculation purposes shall be reduced by 20 %.

**8. Trees as Anchors on Ziplines and aerial adventure parks**

8.1 Should trees be used as anchor attachment points for Ziplines and an Aerial Adventure Parks, or to support platforms, they are to be inspected and approved fit for purpose by a competent person every six months.

8.2 Regular inspections at six monthly intervals are to be carried out on such trees to ensure it remains healthy and structurally sound.

8.3 An arborist must inspect such installations every twelve months.

**9. Safety Equipment**

All safety equipment used to secure and transport people shall be certified by a manufacturer that such equipment is fit for the purpose it is being used for.  
All custom made safety equipment shall be tested and certified by Professional engineer.

Harnesses must be of the sit/waist or full body harness type.

Chest harnesses are only to be used together and in conjunction with a waist harness as an additional means of ensuring that a person remains in an upright position.

The use of safety helmets and other Personal Protective Equipment shall be used when required to do so, based on a site specific risk assessment.

## **10. Operation**

### **10.1 Cable attachment**

10.1.1 When moving along the Zipline or Aerial Adventure Park, people shall at all times to be connected between harness and pulley/trolley/cable.

10.1.2 Such connections are only to be made with correct safety rated equipment as described in clause 7.2.3 above, and through the use of locking carabiners.

### **10.2 Communication**

A clear and adequate form of communication is to be employed between the operators and or competent individual (briefed individual) at the start and end of each slide to ensure the safe and controlled transfer of people along each cable.

### **10.3 Braking Device**

In the case of Zipline that approaches the landing station at a speed of more than 10km/hr a suitable braking device is to be put in place to reduce the risk of impact injuries to persons.

### **10.4 Operators**

10.4.1 All operators involved with the operation of the activities related to Ziplines and Aerial Adventure Parks must receive competent training from a suitably experienced competent person.

10.4.2 Upon completion of the operator training and relevant supervised practical experience on the activity, trainee operators shall be assessed as competent by a competent person before they are permitted to operate the equipment and take responsibility for client's safety on the activity.

## **11. Performance Testing**

All new Ziplines and an Aerial Adventure Parks shall be load tested with 120% of the maximum working load before it is put in use for the first time and thereafter at intervals not exceeding 12 months or after modification or cable replacement, by a competent person.

Where Zipline and Aerial Adventure Parks are attached to trees, performance tests must be carried out every 6 months by a competent person.

## **12. Training and Maintenance**

### **12.1 General**

All persons involved with the maintenance of Ziplines and Aerial Adventure Park should receive training and ensure that they are fully competent to maintain the equipment concerned.

### **12.2 Operations manual**

The manufacturer or supplier shall provide at least one copy of an instruction manual that contains at least the following information:

- a) A description of the installation, detailing its maximum working load, operating speeds, and safety devices;
- b) detailed operating instructions;
- c) information on maintenance measures (preferably accompanied by a schedule); and
- d) emergency procedures to be followed in the event of an incident or accident.

### **13. Records**

13.1 A register or log book shall be kept on site in which the following information is recorded:

- a) name and address of the person in charge of the installation and the name(s) and address(es) of his deputy/deputies;
- b) rope certificate issued by the manufacturer or supplier
- c) dates of periodic inspections, a report on each inspection, and the signature of the person carrying out the inspection;
- d) details of stoppages, other than shut-downs, giving dates, times, reason for stoppages, and action taken;
- e) dates and details of periodic tests carried out and adjustments made, and the signature of the person carrying out each test.
- f) dates and details of the daily visual inspection reports
- g) dates and details of maintenance work carried out and adjustments made, and the signature of the person carrying out such work.

13.2 The owner/user shall ensure that at least one copy of an operations manual is available on site for inspection.

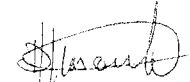
### **14. Safety Briefing**

The operator shall provide a clear and concise safety briefing to all occupants before Zipline or Aerial Adventure Park activity is proceeded with. The safety briefing is to ensure that the occupants are aware of the duration, procedures, requirements, equipment and dangers associated with the said activity.



**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 6 (NO. 6/4/3)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 4 of Schedule No. 6 to the said Act is hereby amended to the extent set out in the Schedule hereto.



**DR DAVID MASONDO  
DEPUTY MINISTER OF FINANCE**

**SCHEDULE**

**By the insertion of Note 5 with the following:**

- |     |  |
|-----|--|
| 5.  | For the purpose of refund item 681.04 the following:   |
| (a) | Only the person referred to in Rule 54F.05(a)(v) as applied by rule 54FC.01(a), to whom a licensee of a manufacturing warehouse has removed such environmental levy goods, may apply for the refund; and |
| (b) | The person contemplated in Note 5(a) must produce an invoice or despatch delivery note containing proof of the environmental levy paid by that person to that licensee on such goods.                    |

**NO. R. 1400**

**SOUTH AFRICAN REVENUE SERVICE**

**24 DECEMBER 2020**

STAATSKOERANT, 24 DESEMBER 2020

No. 44029 121

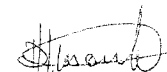
NO. R. 1400

SUID-AFRIKAANSE INKOMSTEDIENS

24 DECEMBER 2020

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 6 (NO. 6/4/3)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 4 van Bylae No. 6 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.



**DR DAVID MASONDO**  
ADJUNKMINISTER VAN FINANSIES

**BYLAE**

**Deur die invoeging van Opmerking 5 van die volgende:**

- |     |   |
|-----|---|
| 5.  | Vir die doeleindes van teruggawe-item 681.04 die volgende:  |
| (a) | Slegs die person waarna verwys is in Reël 54F.05(a)(v) soos toegepas by Reël 54FC.01(a), waarna sodanige omgewingsheffinggoedere verwyder is deur 'n lisensiehouer van 'n vervaardigingspakhuis, mag aansoek doen vir die teruggawe; en |
| (b) | Die person beoog in Opmerking 5(a) moet faktuur of versendingsaflewering nota toon wat die betaling van die omgewingsheffing deur daardie person aan daardie gelisensieërde op sodanige goedere bewys.                                  |

**SOUTH AFRICAN REVENUE SERVICE**

NO. R. 1401

24 DECEMBER 2020

**GENERAL EXPLANATORY NOTE:**

**[       ]** Words that are between square brackets and in bold typeface, indicate deletions from the existing rules

       Words that are underlined with a solid line, indicate insertions in the existing rules

**CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF RULES**

Under sections 24 and 120 of the Customs and Excise Act, 1964 (Act No. 91 of 1964), the rules published in Government Notice R.1874 of 8 December 1995, are herewith amended to the extent set out in the Schedule hereto.

**EDWARD CHRISTIAN KIESWETTER****COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE****SCHEDULE****Amendment of rule 24.01**

1. Rule 24.01 is hereby amended by the deletion of paragraph (b) thereof.

**Substitution of rule 24.03**

2. The following rule is hereby substituted for rule 24.03:

**"24.03 [(a) Naval ships and military and naval aircraft on a visit to any port or place in the Republic shall be exempt from the payment of duty on stores consumed on such ship in any port in the Republic or such aircraft on a flight between any places in the Republic.**

- (b) During a national state of disaster declared in terms of section 27 of the Disaster Management Act, 2002 (Act No. 57 of 2002), any foreign-going ship, subject to conditions prescribed by regulations issued in terms of that Act, shall be exempt from the payment of duty on stores consumed on such ship in any port in the Republic or between any places in the Republic for the duration of such national state of disaster.] Goods shipped as stores referred to in rebate item 413.00, shall for purposes of section 24 be exempted from duty to the extent set out in that rebate item."**

**Deletion of rule 24.04**

3. Rule 24.04 is hereby deleted.

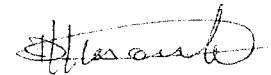
NO. R. 1402

## SOUTH AFRICAN REVENUE SERVICE

24 DECEMBER 2020

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 4 (NO. 4/1/372)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 4 to the said Act is hereby amended to the extent set out in the Schedule hereto.



**DR DAVID MASONDO  
DEPUTY MINISTER OF FINANCE**

**SCHEDULE**

By the substitution of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
<b>413.00</b>	<b>SHIP OR AIRCRAFT STORES CONSUMED IN THE REPUBLIC.</b> <b>NOTES:</b> 1. Stores, foreign-going ship or foreign-going aircraft shall have the meaning assigned thereto in Rule 38A.01. 2. The rebate of duty contemplated in item 413.04 shall not apply in circumstances where - (i) any passengers embark at one port in the Republic for disembarkation at another port in the Republic; or (ii) functions held on board such ships are attended by persons who are not passengers or members of the crew of such ships. 3. The rebate item does not apply to ship s stores consumed in the Republic on a ship entering the coasting trade as contemplated in rule 24.02				
413.01	00.00	01.00	03	Any goods shipped as stores which have been consumed for the operation of the ship or aircraft itself or consumed by the master or pilot or any member of the crew or any passenger as part of the service included in the service contract of such master, pilot or crew member or fare of such passenger without extra payment therefor	Full duty
413.02	00.00	01.00	05	Stores consumed on naval ships and military and naval aircraft on a visit to any port or place in the Republic, if the stores are consumed on such ship in any port in the Republic, or on such aircraft on a flight between any places in the Republic	Full duty
413.03	00.00	01.00	07	Stores consumed on any foreign-going ship during a national state of disaster declared in terms of section 27 of the Disaster Management Act, 2002 (Act No.57 of 2002) in any port in the Republic or between any places in the Republic for the duration of such national state of disaster, subject to conditions prescribed by regulations issued in terms of that Act	Full duty
413.04	00.00	01.00	09	Stores referred to in this item, supplied for own use to passengers on foreign-going ships on pleasure cruises that call at coastal ports in the Republic for short visits subject to the following limitations: (i) Wine, if supplied in glasses or served in opened bottles or other containers for table use; (ii) beer, if served in glasses or opened bottles or other containers; (iii) spirituous beverages, if served in glasses for table use; (iv) cigarettes and tobacco products, if sold per individual packet or tin; and (v) aerated water, mineral water and other non-alcoholic beverages, if served in opened bottles or other containers	Full duty

NO. R. 1402

## SUID-AFRIKAANSE INKOMSTEDIENS

24 DECEMBER 2020

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 4 (NO. 4/1/372)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 4 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.



DR DAVID MASONDO  
ADJUNKMINISTER VAN FINANSIES

**BYLAE**

Deur die vervanging van die volgende:

Kortingitem	Tarifpos	Kortingkode	TS	Beskrywing	Mate van Korting
413.00	<b>SKIP OF VLIEGTUIG VOORRADE IN DIE REPUBLIEK VERBRUIK.</b> <b>OPMERKINGS:</b> <b>1. Voorrade, skepe of vliegtuie op vreemde vaart of vlug sal die betekenis daaraan geheg hê in Reël 38A.01.</b> <b>2. Die korting op reg in item 413.04 bedoel sal nie van toepassing wees nie in omstandighede waar-</b> <b>(i) enige passasiers aan boord gaan by een hawe in die Republiek vir aan wal gaan by ander hawe in die Republiek; of</b> <b>(ii) funksies aan boord van sodanige skepe gehou bygewoon is deur persone wat nie passasiers of bemanningslede van sodanige skepe is nie.</b> <b>3. Die kortingitem is nie van toepassing op skeepsvoorrade in die Republiek verbruik op skip wat die kusvaarhandel ingaan soos bedoel in reël 24.02 nie.</b>				
413.01	00.00	01.00	03	Enige goedere verskeep as voorrade wat verbruik is vir die bedryf van die skip of vliegtuig self of deur die meester of vlieënier of enige bemanningslid of passasier as deel van die diens ingesluit by die dienskontrak van sodanige meester, vlieënier of bemanningslid of drank en spys van sodanige passasier sonder ekstra betaling daarvoor	Volle reg
413.02	00.00	01.00	05	Voorrade verbruik op vloot skepe en militêre en vloot vliegtuie op besoek aan enige hawe of plek in die Republiek, indien die voorrade verbruik word op sodanige skip in enige hawe in die Republiek, of op sodanige vliegtuie op vlug tussen enige plekke in die Republiek	Volle reg
413.03	00.00	01.00	07	Voorrade verbruik op enige skepe of op vreemde vaart gedurende nasionale staat van ramp verklaar ingevolge artikel 27 van die Rampbestuurwet, 2002 (Wet No. 57 van 2002) in enige hawe in die Republiek of tussen enige plekke in die Republiek vir die duur van die nasionale staat van ramp, onderhewig aan sodanige voorwaardes uitgereik ingevolge daardie Wet	Volle reg
413.04	00.00	01.00	09	Voorrade na verwys in hierdie item, voorsien vir eie verbruik aan passasiers op skepe op vreemde vaart op plesiervaart wat by kuslangse hawens in die Republiek aandoen vir kort besoeke onderhewig aan die volgende beperkinge: (i) Wyn, indien in glase voorsien of bedien in oopgemaakte bottels of ander houers vir tafelgebruik; (ii) bier, indien in glase bedien of bedien in oopgemaakte bottels of ander houers; (iii) spiritusdranke, indien in glase bedien vir tafelgebruik; (iv) sigarette en tabakprodukte, indien per individuele pak of blik verkoop; en (v) spuitwater, mineraalwater en ander nie-alkoholiese drankke, indien in oopgemaakte bottels of ander houers bedien	Volle reg

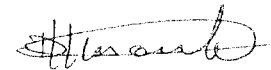
NO. R. 1403

## SOUTH AFRICAN REVENUE SERVICE

24 DECEMBER 2020

**CUSTOMS AND EXCISE ACT, 1964.**  
**AMENDMENT OF SCHEDULE NO. 2 (NO. 2/3/47)**

In terms of section 57 of the Customs and Excise Act, 1964, Part 3 of Schedule No. 2 to the said Act is hereby amended, **up to and including 1 August 2021**, to the extent set out in the Schedule hereto.



**DR DAVID MASONDO**  
**DEPUTY MINISTER OF FINANCE**

**SCHEDULE**

By the substitution of the following:

Item	Tariff Heading	Code	CD	Description	Rebate Items	Imported from or Originating in	Rate of Safeguard duty
260.03	7318.15.39	01.08	85	Other screws, fully threaded with hexagon heads (excluding those of stainless steel), (excluding that imported from or originating in: Afghanistan, Albania, Algeria, American Samoa, Angola, Antigua and Barbuda, Argentina, Armenia, Azerbaijan, Bangladesh, Belarus, Belize, Benin, Bhutan, Bolivia (Plurinational State of), Bosnia and Herzegovina, Brazil, Bulgaria, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Central African Republic, Chad, Chile, Chinese Taipei (Taiwan) Colombia, Comoros, Congo(Democratic Republic of the), Cook Islands, Costa Rica, Côte d'Ivoire, Cuba, Cura, Djibouti, Dominica, Dominican Republic, Ecuador, Egypt (Arab Republic), El Salvador, Eritrea, Ethiopia, Fiji, Gabon, Gambia, Georgia, Ghana, Grenada, Guatemala, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, India, Indonesia, Iran, Islamic Republic, Iraq, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Kiribati, Korea (Democratic People's Republic of), Kuwait, Kosovo, Kyrgyz Republic, Lao People's Democratic Republic, Latvia, Liberia, Libya, Lithuania, Macedonia (the Former Yugoslav Republic of), Madagascar, Malawi, Maldives, Mali, Marshall Islands, Mauritania, Mauritius, Mexico, Micronesia (Federated States of), Moldova, Mongolia, Montenegro, Morocco, Mozambique, Myanmar, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Palau, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Romania, Russian Federation, Rwanda, Samoa, Sao Tome and Principe, Saudi Arabia (Kingdom), Senegal, Serbia, Seychelles, Sierra Leone, Solomon Islands, Somalia, South Sudan, Sri Lanka, St. Lucia, Saint Vincent and the Grenadines, Sudan, Suriname, Syrian Arab Republic, Tajikistan, Tanzania, Timor-Leste, Togo, Tonga, Tunisia, Turkey, Turkmenistan, Tuvalu, Uganda, United Arab Emirates, Ukraine, Uruguay, Uzbekistan, Vanuatu, Venezuela (Bolivarian Republic of), Vietnam, West Bank and Gaza, Yemen, Zambia, Zimbabwe)	301.00-399.00; 401.00-499.00 (excluding 317.06/00.00/03.00; 460.17/00.00/03.00)	ALL COUNTRIES	45,61%

**CONTINUES ON PAGE 130 - PART 2**



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PART 2 OF 2

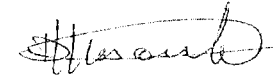
NO. R. 1403

## SUID-AFRIKAANSE INKOMSTEDIENS

24 DECEMBER 2020

DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 2 (NO. 2/3/47)

Kragtens artikel 57 van die Doeane- en Aksynswet, 1964, word Deel 3 van Bylae No. 2 by bogenoemde Wet hiermee gewysig, tot en met 1 Augustus 2021, in die mate in die Bylae hierby aangetoon.


DR DAVID MASONDO  
ADJUNKMINISTER VAN FINANSIES

## BYLAE

Deur die vervanging van die volgende:

Item	Tariefpos	Kode	TS	Beskrywing	Kortingitems	Ingevoer vanaf of Oorspronklik van	Skaal van Beskermende reg
260.03	7318.15.39	01.08	85	Ander skroewe, met volledige skroefdraad met seskantige koppe (uitgesonderd dié van vlekvrystaal) (uitgesonderd dié ingevoer vanaf of afkomstig van: Afghanistan, Albanië, Algerië, Amerikaans-Samoa, Angola, Antigua en Barbuda, Argentinië, Armenië, Azerbeidzjan, Bangladesj, Belarus, Belize, Benin, Bhoetan, Bolivië (Veelvoudige Nasionale Staat van), Bosnië and Herzegovina, Brasilië, Bulgarye, Burkina Faso, Burundi, Kambodja, Kameroen, Kaap Verde, Sentraal Afrikaanse Republiek, Tsjad, Chili, Sijense Taipei (Taiwan), Kolombië, Comore, Kongo, Cook Eilande, Costa Rica, Côte d'Ivoire, Kuba, Cura, Djiboeti, Dominika, Dominikaanse Republiek, Ecuador, Egipte (Arabiese Republiek), El Salvador, Eritrea, Ethiopië, Fidji, Gaboen, Die Gambië, Georgië, Ghana, Grenada, Guatemala, Guinea, Guinea-Bissau, Guyana, Haïti, Honduras, Indië, Indonesië, Islamitiese Republiek van Iran, Irak, Israel, Jamaika, Jordanië, Kasakstan, Kenia, Kiribati, Demokratiese Republiek van Korea, Kosovo, Kyrgyz Republiek, Lao Volks Demokratiese Republiek, Letland, Liberië, Libië, Litaue, Die Voormalige Joego-Slawiese Republiek van Masedonië, Madagaskar, Malawi, Maledives, Mali, Marshall Eilande, Mauritanië, Mauritius, Mexiko, Federale Staat van Micronesië, Moldawië, Mongolië, Montenegro, Marokko, Mosambiek, Myanmar, Nepal, Nicaragua, Niger, Nigerië, Pakistan, Palau, Panama, Papoea-Nieu Guinee, Paraguay, Peru, Filippyne, Roemenië, Russiese Federasie, Rwanda, Samoa, Sao Tome en Principe, Saoedie-Arabië (Koningkryk van), Senegal, Serwië, Seychelle, Sierra Leone, Salomonseilande, Somalië, Suid Soedan, Sri Lanka, St. Lucia, St. Vincent en die Grenadine, Soedan, Suriname, Sireiese Arabiese Republiek, Tajikistan, Verenigde Republiek van Tanzanië, Timor Leste, Togo, Tonga, Tunisië, Turkye, Turkmenistan, Tuvalu, Uganda, Verenigde Arabiese Emirate, Oekraïne, Uruguay, Oesbekistan, Vanuatu, Bolivariaanse Republiek van Venezuela, Viëtnam, Wes Bank en Gasa, Jemen, Zambië, Zimbabwe)	301.00-399.00; 401.00-499.00 (excluding 317.06/00.00/03.00; 460.17/00.00/03.00)	ALLE LANDE	45,61%

**CUSTOMS AND EXCISE ACT, 1964.**  
**AMENDMENT OF SCHEDULE NO. 6 (NO. 6/1C/9)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 1C of Schedule No. 6 to the said Act is hereby amended to the extent set out in the Schedule hereto.

  
**DR DAVID MASONDO**  
**DEPUTY MINISTER OF FINANCE**

**SCHEDULE**

**By the insertion of Note(s) 8 after Note(s) 7 in Section C of Part 1 in Schedule No. 6 to the Customs and Excise Act**

- |     |   |
|-----|---|
| 8.  | A licensed manufacturer of goods contemplated in item 620.24 may, if circumstances arise that impede the return of the goods to that licensee's customs and excise manufacturing warehouse for destruction as contemplated in that item, apply to the Commissioner to have the goods destroyed at the manufacturer's own distribution centre or a specialised destruction facility, provided: |
| (a) | The removal to the approved premises takes place within a period of 12 months prescribed in Note 3(a)(i);   |
| (b) | the destruction and location of such destruction is requested and prior approval is obtained from the Commissioner before other fermented beverages are removed for destruction;  |
| (c) | the destruction shall otherwise remain subject to the provisions of item 620.24, the Notes thereto, the Act and its rules;  |
| (d) | the destruction is done under customs supervision if required by the Commissioner; and  |
| (e) | any other requirement as the Commissioner may specify in writing is complied with.  |

**By the substitution of Note 6(a)(i) in Section C to Part 1 of Schedule No. 6 with the following:**

- |     |   |
|-----|---|
| (i) | Wine, vermouth and other fermented beverages which are off-specification or have become contaminated or have undergone post-manufacturing deterioration may, subject to Note 8, be returned to a customs and excise special manufacturing warehouse (SVM) for destruction or reprocessing, only if such products are found to be off-specification, contaminated or have undergone post-manufacturing deterioration within a period of 12 months after removal from the SVM and that the goods are returned within this period. |
|-----|---|

**NO. R. 1404**

**SOUTH AFRICAN REVENUE SERVICE**

**24 DECEMBER 2020**

STAATSKOERANT, 24 DESEMBER 2020

No. 44029 131

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 6 (NO. 6/1C/9)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 1C van Bylae No. 6 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

  
**DR DAVID MASONDO**  
ADJUNKMINISTER VAN FINANSIES

**BYLAE**

**Deur die vervanging van Opmerking(s) 6(a)(i) in Afdeling B van Deel 1 van Bylae No. 6 by die Doeane- en Aksynswet**

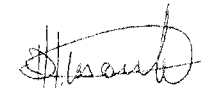
- |     |   |
|-----|---|
| (i) | Wyn, vermoet en ander gegiste drank wat nie volgens spesifikasie is nie of bederf is nie of wat navervaardiging agteruitgang ondergaan het mag, onderhewig aan Opmerking 8, slegs na 'n spesiale doeane- en aksyns vervaardigingspakhuis (SVM) teruggestuur word vir vernietiging of herprosesering, indien sodanige produkte nie bevind word om nie volgens spesifikasie te wees nie, bederf te wees of navervaardiging agteruitgang ondergaan het binne 'n periode van 12 maande na verwydering uit die SVM en dat die goedere teruggestuur is binne hierdie tydperk. |
|-----|---|

**Deur die invoeging van Opmerking(s) 8 na Opmerking(s) 7(d) in Afdeling C van Deel 1 van Bylae No. 6 by die Doeane- en Aksynswet**

- |     |   |
|-----|---|
| 8.  | 'n Gelisensieërde vervaardiger van goedere in item 620.24 beoog mag, indien omstandighede ontstaan wat die terugstuur van die goedere verhinder na daardie gelisensieërde doeane- en aksynsvervaardigingspakhuis vir vernietiging soos beoog in daardie item, by die Kommissaris aansoek doen om die goedere te laat vernietig by die vervaardiger se eie verspreidings sentrum of 'n gespesialiseerde vernietigingsaanleg, met dien verstande dat: |
| (a) | Die verwydering na die goedgekeurde perseel plaasvind binne 'n tydperk van 12 maande voorgeskryf in Opmerking 3(a)(i);  |
| (b) | die vernietiging en die ligging van sodanige vernietiging versoek word en vooraf goedkeuring van die Kommissaris verkry word alvorens die ander gegiste drank verwyder word vir vernietiging;   |
| (c) | die vernietiging sal andersins onderhewig bly aan die voorsienings van item 620.24, die Opmerkings daarby, die Wet en sy reëls;   |
| (d) | die vernietiging gaan word onder doeane toesig gedoen endien deur die Kommissaris vereis; en  |
| (e) | daar voldoen word aan enige ander vereiste wat die Kommissaris skriftelik mag bepaal.   |

**CUSTOMS AND EXCISE ACT, 1964.**  
**AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1649)**

In terms of section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended, with effect from 1 January 2021, to the extent set out in the Schedule hereto.



**DR DAVID MASONDO**  
**DEPUTY MINISTER OF FINANCE**

**SCHEDULE**

**By the deletion of the following:**

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
3004.90.90	6	-- Other	kg	free	free	free	free	free

**By the insertion of the following:**

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
1104.12.10	4	--- In immediate packings of content not exceeding 25 kg	kg	free	free	free	free	free
1104.12.90	8	--- Other	kg	free	free	free	free	free
3003.90.10	4	-- Nucleoside reverse transcriptase inhibitors (NRTIs)	kg	free	free	free	free	free
3003.90.20	1	-- Non-nucleoside reverse transcriptase inhibitors (NNRTIs)	kg	free	free	free	free	free
3003.90.30	9	-- Protease inhibitors (PIs)	kg	free	free	free	free	free
3003.90.40	6	-- Entry inhibitors	kg	free	free	free	free	free
3003.90.50	3	-- Integrase inhibitors	kg		free			
3003.90.60	0	-- Tuberculosis drugs	kg	free	free	free	free	free
3003.90.90	2	-- Other	kg	free	free	free	free	free
<b>3004.90.9</b>		<b>-- Other:</b>						
3004.90.91	4	--- Nucleoside reverse transcriptase inhibitors (NRTIs)	kg	free	free	free	free	free
3004.90.92	2	--- Non-nucleoside reverse transcriptase inhibitors (NNRTIs)	kg	free	free	free	free	free
3004.90.93	0	--- Protease inhibitors (PIs)	kg	free	free	free	free	free
3004.90.94	9	--- Entry inhibitors	kg	free	free	free	free	free

**NO. R. 1405**

**SOUTH AFRICAN REVENUE SERVICE**

**24 DECEMBER 2020**

STAATSKOERANT, 24 DESEMBER 2020

No. 44029 133

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
3004.90.95	7	- - - Integrase inhibitors	kg	free	free	free	free	free
3004.90.96	5	- - - Tuberculosis drugs	kg	free	free	free	free	free
3004.90.99	7	- - - Other	kg	free	free	free	free	free

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
1104.12		- - Of oats:						
3003.90		- Other:						

**DOEANE- EN AKSYNSWET, 1964.**  
**WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1649)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig, met ingang vanaf 1 Januarie 2021, in die mate in die Bylae hierby aangetoon.

  
**DR DAVID MASONDO**  
**ADJUNKMINISTER VAN FINANSIES**

**BYLAE**

Deur die skraping van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
3004.90.90	6	-- Ander	kg	vry	vry	vry	vry	vry

Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
1104.12.10	4	--- In onmiddellike verpakings met 'n inhoud van hoogstens 25 kg	kg	vry	vry	vry	vry	vry
1104.12.90	8	--- Ander	kg	vry	vry	vry	vry	vry
3003.90.10	4	-- Nukleosied omkeer transkriptase inhibeerder (NOTIs)	kg	vry	vry	vry	vry	vry
3003.90.20	1	-- Nie-nukleosied omkeer transkriptase inhibeerder (NNOTI's)	kg	vry	vry	vry	vry	vry
3003.90.30	9	-- Protease inhibeerders (PIs)	kg	vry	vry	vry	vry	vry
3003.90.40	6	-- Toegangs inhibeerders	kg	vry	vry	vry	vry	vry
3003.90.50	3	-- Integrase inhibeerders	kg		vry			
3003.90.60	0	-- Tuberkulose geneesmiddels	kg	vry	vry	vry	vry	vry
3003.90.90	2	-- Ander	kg	vry	vry	vry	vry	vry
<b>3004.90.9</b>		-- <b>Ander:</b>						
3004.90.91	4	--- Nukleosied omkeer transkriptase inhibeerder (NOTIs)	kg	vry	vry	vry	vry	vry
3004.90.92	2	--- Nie-nukleosied omkeer transkriptase inhibeerder (NNOTIs)	kg	vry	vry	vry	vry	vry
3004.90.93	0	--- Protease inhibeerders (PIs)	kg	vry	vry	vry	vry	vry
3004.90.94	9	--- Toegangs inhibeerders	kg	vry	vry	vry	vry	vry

**NO. R. 1405**

**SUID-AFRIKAANSE INKOMSTEDIENS**

**24 DESEMBER 2020**

STAATSKOERANT, 24 DESEMBER 2020

No. 44029 135

Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
3004.90.95	7	- - - Integrase inhibeerders	kg	vry	vry	vry	vry	vry
3004.90.96	5	- - - Tuberkulose geneesmiddels	kg	vry	vry	vry	vry	vry
3004.90.99	7	- - - Ander	kg	vry	vry	vry	vry	vry

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
1104.12		- - Van hawer:						
3003.90		- Ander:						



**CUSTOMS AND EXCISE ACT, 1964.**  
**AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1651)**

In terms of section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

  
**DR DAVID MASONDO**  
DEPUTY MINISTER OF FINANCE

**SCHEDULE**

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
3208.20.20	1	-- Solutions as defined in Note 4 to this Chapter, of acrylic polymers	kg	15%	free	free	free	15%
3906.90.30	6	-- Liquids and pastes consisting of 50% or more of hydroxyl acrylic resin	kg	15%	free	free	free	15%
3906.90.40	3	-- Liquids and pastes consisting of 50% or more of thermoplastic acrylic resin	kg	15%	free	free	free	15%

**NO. R. 1406**

**SOUTH AFRICAN REVENUE SERVICE**

**24 DECEMBER 2020**

STAATSKOERANT, 24 DESEMBER 2020

No. 44029 137

NO. R. 1406

24 DECEMBER 2020

## SUID-AFRIKAANSE INKOMSTEDIENS

DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1651)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

  
 DR DAVID MASONDO  
 ADJUNKMINISTER VAN FINANSIES

## BYLAE

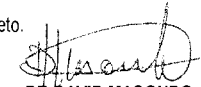
Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
3208.20.20	1	-- Oplossings soos in Opmerking 4 by hierdie Hoofstuk omskryf, van akrielpolimere	kg	15%	vry	vry	vry	15%
3906.90.30	6	-- Vloeistowwe en pastas bestaande uit 50% of meer van hidroksiel akrielharse	kg	15%	vry	vry	vry	15%
3906.90.40	3	-- Vloeistowwe en pastas bestaande uit 50% of meer van termoplastiese akrielharse	kg	15%	vry	vry	vry	15%

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1652)**

NO. R. 1407

In terms of section 48 of the Customs and Excise Act, 1964, Schedule No. 1 to the said Act is hereby amended, with effect from 1 January 2021, to the extent set out in the Schedule hereto.

  
DR DAVID MASONDO

**SCHEDULE**

**DEPUTY MINISTER OF FINANCE**

**By the insertion of the following General Note(s) after General Note M.5 in Schedule No. 1:**

- N. DUTIES ON GOODS TO WHICH THE ECONOMIC PARTNERSHIP AGREEMENT BETWEEN THE SOUTHERN AFRICAN CUSTOMS UNION MEMBER STATES AND MOZAMBIQUE AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND RELATES
1.
    - (a) In this Note the expressions "Agreement", "relates the Economic Partnership Agreement between the Southern African Customs Union Member States and Mozambique, of the one part and the United Kingdom of Great Britain and Northern Ireland, of the other part unless otherwise specified in the General Notes in Part 1 to Schedule No. 1.
    - (b) "Annex II" means Annex II of this Agreement and the rates specified in the rate of duty column headed "EU" shall apply *mutatis mutandis* to the goods listed in Annex II imported from the UK.
  2.
    - (a) This Agreement enters into force on 1 January 2021 and in terms of paragraph 10 of Section B of Part 1 of Annex II of the Agreement customs duties on goods entered in excess of the quantities listed in that Section B, although not designated as such in the SACU Schedule, shall be excluded from tariff reduction commitments as provided for in accordance with staging category "X" as described in paragraph 8 of Section A in Annex II of the Agreement and such goods shall then be liable to the rate of duty specified in the "General Rate" column.
    - (b) In terms of paragraph 11 of Section B of Part 1 of Annex II of the Agreement customs duties on goods entered in excess of the quantities listed in that Section B of Part 1 of Annex II although not designated as such in the SACU Schedule, shall be excluded from tariff reduction commitments as provided for in accordance with staging category "X" as described in paragraph 8 of Section A in Annex II of the Agreement and such goods shall then be liable to the rate of duty specified in the "General Rate" column.
  3.
    - (a) Any rate of duty is subject to the staging category as specified in Annex II to the Agreement.
      - (i) Paragraph 12 of Section B of Part 1 of Annex II states the quantities, dates and other qualifying requirements in staging categories for the application of a tariff rate quota (TRQ) to goods therein specified instead of the rate specified in the EU column of Part 1 of Schedule No. 1; and
      - (ii) The table below states the tariff subheadings for the goods and the allocation for each SACU State and Mozambique respectively.
    - (b) The TRQs are required to be managed as provided in paragraph 9 of Section B of Part 1 of Annex II.
    - (c) Any TRQ made available to South Africa in terms of paragraph 9(b)(ii) of Section B shall be administered as if it was part of the original allocation.
- 3.1 SACU- M TRQs Allocation:

**SOUTH AFRICAN REVENUE SERVICE**

24 DECEMBER 2020

STAATSKOERANT, 24 DESEMBER 2020

No. 44029 139

Table 1:

Table 1: SACUM-UK EPA TRQ Allocation for 2021							
			Botswana	Eswatini	Lesotho	Namibia	South Africa
HS Code		Quota (ton)	TRQ Allocation in ton				
02032200 02032990	Pork	150	6,00	2,50	2,50	14,00	125,00
02091000	Pig fat	20	2	2	2	2	12,00
040510 040590	Butter Other	94	7,05	7,05	7,05	7,05	65,80
04061000 04062000 04063000 040640 04069012 04069022 04069099	Cheese	1,417	127,62	70,94	42,60	184,30	991,90
100190	Wheat	30 090	1 203,60	502,50	4 000	4000	20 383,90
100300	Barley	1 003	50,15	50,15	50,15	50,15	802,40
19019040	Other, in immediate packaging of a content of 5 kg or more	796	102,44	91,71	14,88	29,76	557,20
210500	Ice Cream	24	2,00	2,00	2,00	2,00	16,00

3.2 For the purpose of Table 1, aggregate quantity of goods specified in the subparagraphs of paragraph 12 of Section B of Part 1 of Annex II, means in each case the total quantity in metric tons of the TRQ for those goods classified under the subheadings of the HS Code in the first column of Table 1.

3.3 Paragraph 12 of Section B of Part 1 of Annex II provides as follows:

"12. The following staging categories shall apply to TRQs granted by SACU pursuant to Article 25(1)-

- (a) [wheat and meslin] the aggregate quantity of originating goods in staging category "D\*" that shall be permitted to enter each calendar year duty-free, with effect from the date referred to in paragraph 2 of this ANNEX, is specified below:

Quantity

30 090 metric tons

If the date referred to in paragraph 2 of this ANNEX corresponds to a date after 1 January and before 31 December of the same calendar year, the TRQ quantity, which shall be applicable for the remainder of that calendar year, shall be reduced pro rata to the remaining number of days of that calendar year.

Products under this TRQ may only be imported through the ports of Walvis Bay in Namibia, and Durban and Richards Bay in South Africa. Products imported under this TRQ and destined for final consumption in South Africa shall only be allowed to enter from 1 February to 31 October. Products imported under this TRQ and destined for final consumption in Namibia shall only be allowed to enter from 1 March to 30 November.

- (b) [barley] the aggregate quantity of originating goods in staging category "E\*" that shall be permitted to enter each calendar year duty-free, with effect from the date referred to in paragraph 2 of this ANNEX, is specified below:

Quantity

1 003 metric tons

If the date referred to in paragraph 2 of this ANNEX corresponds to a date after 1 January and before 31 December of the same calendar year, the TRQ quantity, which shall be applicable for the remainder of that calendar year, shall be reduced pro rata to the remaining number of days of that calendar year.

- (c) [cheese] the aggregate quantity of originating goods in staging category "F\*" that shall be permitted to enter each calendar year into SACU duty-free, with effect from the date referred to in paragraph 2 of this ANNEX, is specified below:

Year Quantity

2019: 1 390 metric tons

2020: 1 417 metric tons

After 2020, the quantity shall increase by 27 metric tons per annum.

If the date referred to in paragraph 1 of this ANNEX corresponds to a date after 1 January and before 31 December of the same calendar year, the TRQ quantity, which shall be applicable for the remainder of that calendar year, shall be reduced pro-rata to the remaining number of days of that calendar year.

- (d) [pig fat] the aggregate quantity of originating goods in staging category "G\*" that shall be permitted to enter each calendar year duty-free, with effect from the date referred to in paragraph 2 of this ANNEX, is specified below:

Quantity

20 metric tons

If the date referred to in paragraph 2 of this ANNEX corresponds to a date after 1 January and before 31 December of the same calendar year, the TRQ quantity, which shall be applicable for the remainder of that calendar year, shall be reduced pro rata to the remaining number of days of that calendar year.

- (e) [cereal based food preparations] the aggregate quantity of originating goods in staging category "H\*" that shall be permitted to enter each calendar year at a customs duty of 25 per cent of the MFN applied rate, with effect from the date referred to in paragraph 2 of this ANNEX, is specified below:

Quantity

796 metric tons

If the date referred to in paragraph 2 of this ANNEX corresponds to a date after 1 January and before 31 December of the same calendar year, the TRQ quantity, which shall be applicable for the remainder of that calendar year, shall be reduced pro rata to the remaining number of days of that calendar year.

This TRQ is only applicable to products imported in packaging of 5 kg or more.

Originating goods in staging category "H\*" shall only be sold for use in a manufacturing process. The manufacturing enterprise shall be identified on the commercial documents by the consignee or the purchaser in a SACU Member State.

- (f) [pork] the aggregate quantity of originating goods in staging category "I\*" that shall be permitted to enter each calendar year, with effect from the date referred to in paragraph 2 of this ANNEX, is specified below:

Quantity

150 metric tons

This aggregate quantity shall be permitted to enter each calendar year at a customs duty set in accordance with the following provisions:

- (i) on 1 November 2016, each customs duty shall be reduced to 87.5 per cent of the MFN applied rate;
- (ii) on 1 January 2017, each customs duty shall be further reduced to 75 per cent of the MFN applied rate;
- (iii) on 1 January 2018, each customs duty shall be further reduced to 62.5 per cent of the MFN applied rate;
- (iv) on 1 January 2019, each customs duty shall be further reduced to 50 per cent of the MFN applied rate;
- (v) on 1 January 2020, each customs duty shall be further reduced to 37.5 per cent of the MFN applied rate; and
- (vi) on 1 January 2021, each customs duty shall be further reduced to 25 per cent of the MFN applied rate.

If the date referred to in paragraph 2 of this ANNEX corresponds to a date after 1 January and before 31 December of the same calendar year, the TRQ quantity, which shall be applicable for the remainder of that calendar year, shall be reduced pro rata to the remaining number of days of that calendar year.

- (g) [butter and other dairy fats] the aggregate quantity of originating goods in staging category "J\*" that shall be permitted to enter each calendar year, with effect from the date referred to in paragraph 2 of this ANNEX, is specified below:

Quantity

94 metric tons

This aggregate quantity shall be permitted to enter each calendar year at a customs duty set in accordance with the following provisions:

- (i) on 1 November 2016, each customs duty shall be reduced to 87.5 per cent of the MFN applied rate;
  - (ii) on 1 January 2017, each customs duty shall be further reduced to 75 per cent of the MFN applied rate;
  - (iii) on 1 January 2018, each customs duty shall be further reduced to 62.5 per cent of the MFN applied rate;
  - (iv) on 1 January 2019, each customs duty shall be further reduced to 50 per cent of the MFN applied rate;
  - (v) on 1 January 2020, each customs duty shall be further reduced to 37.5 per cent of the MFN applied rate; and
  - (vi) on 1 January 2021, each customs duty shall be further reduced to 25 per cent of the MFN applied rate.
- If the date referred to in paragraph 2 of this ANNEX corresponds to a date after 1 January and before 31 December of the same calendar year, the TRQ quantity, which shall be applicable for the remainder of that calendar year, shall be reduced pro rata to the remaining number of days of that calendar year.
- (h) [ice cream] the aggregate quantity of originating goods in staging category "K\*\*" that shall be permitted to enter each calendar year at a customs duty of 50 per cent of the MFN applied rate, with effect from the date referred to in paragraph 2 of this ANNEX, is specified below:
- Quantity
- 24 metric tons
- If the date referred to in paragraph 2 of this ANNEX corresponds to a date after 1 January and before 31 December of the same calendar year, the TRQ quantity, which shall be applicable for the remainder of that calendar year, shall be reduced pro rata to the remaining number of days of that calendar year."
- 3.4 Such lower rate of duty only applies in respect of the goods concerned if during the specified period -
- (a) the goods have been imported and entered for home consumption;
  - (b) a tariff quota is available and is allocated at the time of entry for home consumption; and
  - (c) where the goods are subject to a permit issued by the National Department of Agriculture, a valid permit is produced at the time of entry for home consumption.
- 3.5 Any tariff quota is allocated for such goods on first-come-first-served basis at the time of presentation of a valid Bill of Entry for home consumption supported by -
- (a) all documents required to be produced in terms of section 39 including valid proof of origin documents contemplated in the Protocol;
  - (b) an application for such quota; and
  - (c) a valid permit from the National Department of Agriculture, if applicable.
- 3.6 The procedures relating to the application for and allocation of tariff quotas are prescribed in the rules of section 49.
- 3.7 Any balances of a tariff quota remaining at the end of any stated period is not carried over to the next period.
- 3.8 When the tariff quota is exhausted during the stated period the duty specified in respect of the goods concerned in the EU column shall be payable.

4.

- (a) For the purposes of entry of any imported goods at the lower rate of duty specified in the EU column the importer shall at the time of entry for home consumption of any consignment -
  - (i) produce together with any documents required to be produced in terms of section 39 a valid proof of origin and proof of compliance with the territorial requirement in accordance with provisions of Part E of the Schedule to the General Notes to Schedule No. 1;
  - (ii) only be entitled to payment of such lower rate of duty in respect of goods subject to a TRQ, if such quota is allocated in accordance with the provisions of the rules for section 49 relating to tariff quotas.

**By the renumbering of General Note N as General Note O in Schedule No. 1 with the following:**

- O. Rates of duty specified in the five columns; General, EU, EFTA, SADC and MERCOSUR of Part 1 of Schedule No. 1.
  - (a) The general rate of duty specified in the General column in respect of any heading or subheading in Part 1 of Schedule No. 1 applies to imported goods to which such heading or subheading relates if the goods do not qualify for any preferential rate of duty specified in the EU, EFTA, SADC or MERCOSUR column.
  - (b) Where the rate of duty in the EU, EFTA, SADC or MERCOSUR column is the same as the rate in the general column no preferential rate of duty is in operation in respect of the said EU, EFTA, SADC or MERCOSUR column, as the case may be.

**By the renumbering of General Note O as General Note P in Schedule No. 1 with the following:**

- P. Any reference to the Kingdom of Swaziland and BLNS in any provision of this Schedule shall, with effect from 19 April 2018, be deemed to be a reference to the Kingdom of Eswatini and BELN, respectively, in terms of the provisions which existed before 19 April 2018.



**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 1 (NO. 1/1652)**

NO. R. 1407

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Bylae No. 1 by bogenoemde Wet hiermee gewysig, met ingang vanaf 1 Januarie 2021, in die mate in die Bylae hierby aangetoon.

  
**DR DAVID MASONDO**  
ADJUNKMINISTER VAN FINANSIES

**BYLAE**

**Deur die invoeging van die volgende Algemene Opmerking(s) na Algemene Opmerking M.5 in Bylae No. 1:**

- N. REGTE OP GOEDERE WAAROP DIE EKONOMIESE VENNOOTSAP OOREENKOMS TUSSEN DIE SUIDELIKE-AFRIKAANSE DOEANE UNIE LIDSTATE EN MOSAMBIEK, EN DIE VERENIGDE KONINGKRYK VAN GROOT BRITTANJE EN NOORD IERLAND BETREKKING HET
1.
    - (a) In hierdie Opmerking het die uitdrukking "Ooreenkoms" betrekking op die Ekonomiese Vennootskap Ooreenkoms tussen die Suidelike-Afrikaanse Doeane Unie Lidstate en Mosambiek, van die een deel, en die Verenigde Koninkryk van Groot Brittanje en Noord Ierland, van die ander deel, tensy anders gespesifiseer is in die Algemene Opmerkings in Deel 1 van Bylae No 1.
    - (b) "Aanhangsel II" beteken Aanhangsel II van hierdie Ooreenkoms en die skale gespesifiseer in die skaal van reg kolom bo-aan "EU" sal *mutatis mutandis* van toepassing wees op die gelyste goedere in Aanhangsel II ingevoer vanaf die Verenigde Koninkryk.
  2.
    - (a) Hierdie Ooreenkoms treë in werking op 1 Januarie 2021 en ingevolge paragraaf 10 van Afdeling B by Deel 1 van Aanhangsel II van die Ooreenkoms, sal doeane-regte op goedere geklaar wat die hoeveelhede gelys in daardie Afdeling B oorskry, alhoewel nie in die SADU Bylae as sodanig aangewys is nie, uitgesonderd wees van tariefverlaging verpligtinge soos voorsien in ooreenstemming met montering kategorie "X" soos beskryf in paragraaf 8 van Afdeling A by Aanhangsel II van die Ooreenkoms en sal sodanige goedere dan aanspreeklik wees aan die skaal van reg in die "Algemene Reg" kolom gespesifiseer.
    - (b) Ingevolge paragraaf 11 van Afdeling B van Deel 1 van Aanhangsel II van die Ooreenkoms, sal doeane-regte op goedere geklaar wat die hoeveelhede gelys in daardie Afdeling B van Deel 1 van Aanhangsel II oorskry, alhoewel nie in die SADU Bylae as sodanig aangewys is nie, uitgesonderd wees van tariefverlaging verpligtinge soos voorsien in ooreenkoms met montering kategorie "X" soos beskryf in paragraaf 8 van Afdeling A by Aanhangsel II van die Ooreenkoms en sal sodanige goedere dan aanspreeklik wees aan die skaal van reg in die "Algemene Reg" kolom gespesifiseer.
  3.
    - (a) Enige skaal van reg is onderhewig aan die montering kategorie soos gespesifiseer in Aanhangsel II van die Ooreenkoms.
      - (i) Paragraaf 12 van Afdeling B van Deel 1 van Aanhangsel II vermeld die hoeveelhede, datums en ander kwalifiserende vereistes in montering kategorieë vir die toepassing van tariff skaal kwotas (TSK) op goedere daarin gespesifiseer in plaas van die skaal in die EU kolom gespesifiseer in Deel 1 van Bylae No. 1; en
      - (ii) Die onderstaande tabel vermeld die tariefsubposte vir die goedere en die toekenning vir elke SADU Staat en Mosambiek onderskeidelik.
    - (b) Die TSKs word vereis om bestuur te word soos voorsien in paragraaf 9 van Afdeling B van Deel 1 van Aanhangsel II.
    - (c) Enige TSK aan Suid Afrika beskikbaar gestel ingevolge paragraaf 9(b)(ii) van Afdeling B sal geadministreer word asof dit deel was van die oorspronklike toekenning.
- 3.1 SADU-M TSKs toekenning:

SUID-AFRIKAANSE INKOMSTEDIENS

24 DESEMBER 2020

STAATSKOERANT, 24 DESEMBER 2020

No. 44029 145

Tabel 1

Tabel 1: SADUM-VK EPA TSK Toekenning vir 2021							
			Botswana	Eswatini	Lesotho	Namibië	Suid Afrika
HS Kode		Kwota (ton)	TSK Toekenning in ton				
02032200							
02032990	Vark	150	6,00	2,50	2,50	14,00	125,00
02091000	Varkvet	20	2	2	2	2	12,00
04051000	Botter						
04059000	Ander	94	7,05	7,05	7,05	7,05	65,80
04061000							
04062000							
04063000							
00406400	Kaas						
04069012							
04069022							
04069099		1,417	127,62	70,94	42,60	184,30	991,90
10019000	Koring	30 090	1 203,60	502,50	4 000	4000	20 383,90
10030000	Gars	1 003	50,15	50,15	50,15	50,15	802,40
19019040	Ander, in onmiddellike verpakkings met 'n inhoud van minstens 5 kg	796	102,44	91,71	14,88	29,76	557,20
21050000	Roomys	24	2,00	2,00	2,00	2,00	16,00

3.2. Vir die doeleindes van Tabel 1, die totale hoeveelheid van goedere gespesifiseer in die subparagrafe van paragraaf 12 van Afdeling B van Deel 1 van Aanhangsel II, beteken in elke geval die totale hoeveelheid in metrieke tonne van die TSK vir daardie goedere indeelbaar in die subposte van die HS Kode in die eerste kolom van Tabel 1.

3.3 Paragraaf 12 van Afdeling B van Deel 1 van Aanhangsel II voorsien soos volg:

"12. Die volgende montering kategorieë sal van toepassing wees op die TSK s deur die SADU toegestaan ingevolge Article 25(1)-

- (a) [koring en mengkoring] die totale hoeveelheid van oorspronklike goedere in montering kategorie "D\*" wat toegelaat sal word om elke jaar vry van reg geklaar te word, met ingang vanaf die datum na verwys in paragraaf 2 van hierdie AANHANGSEL, word hieronder gespesifiseer:

Deur die invoeging van nuwe Algemene Opmerking N in Deel 1 van Bylae No. 1 van die volgende:

Hoeveelheid

30 090 metrieke tonne

Indien die datum na verwys in paragraaf 2 van hierdie AANHANGSEL ooreenstem met 'n datum na 1 Januarie en voor 31 Desember van dieselfde kalenderjaar, sal die TSK hoeveelheid wat toepaslik sal wees vir die oorblywende deel van daardie kalenderjaar, pro rata verminder word tot die oorblywende aantal dae van daardie kalenderjaar.

Produkte onder hierdie TSK mag slegs ingevoer word deur die hawens van Walvisbaai in Namibia, en Durban en Richardsbaai in Suid Afrika.

Produkte ingevoer onder hierdie TSK en bestem vir finale verbruik in Suid Afrika sal slegs toegelaat word om geklaar te word vanaf 1 Februarie tot 31

Oktober. Produkte ingevoer onder hierdie TSK en bestem vir finale verbruik in Namibia sal slegs toegelaat word om geklaar te word vanaf 1 Maart tot 30 November.

- (b) [gars] die totale hoeveelheid van oorspronklike goedere in montering kategorie "E\*" wat toegelaat sal word om elke jaar vry van reg geklaar te word, met ingang vanaf die datum na verwys in paragraaf 2 van hierdie AANHANGSEL, word hieronder gespesifiseer:

Hoeveelheid

1 003 metrieke tonne

Indien die datum na verwys in paragraaf 2 van hierdie AANHANGSEL ooreenstem met 'n datum na 1 Januarie en voor 31 Desember van dieselfde kalenderjaar, sal die TSK hoeveelheid wat toepaslik sal wees vir die oorblywende deel van daardie kalenderjaar, pro rata verminder word tot die oorblywende aantal dae van daardie kalenderjaar.

- (c) [kaas] die totale hoeveelheid van oorspronklike goedere in montering kategorie "F\*" wat toegelaat sal word om elke jaar vry van reg geklaar te word, met ingang vanaf die datum na verwys in paragraaf 2 van hierdie AANHANGSEL, word hieronder gespesifiseer:

Jaar Hoeveelheid (metrieke

tonne) 2019 1 390

2020 1 417

Na 2020, sal die hoeveelheid verhoog word met 27 metrieke tonne per jaar.

Indien die datum na verwys in paragraaf 2 van hierdie AANHANGSEL ooreenstem met 'n datum na 1 Januarie en voor 31 Desember van dieselfde kalenderjaar, sal die TSK hoeveelheid wat toepaslik sal wees vir die oorblywende deel van daardie kalenderjaar, pro rata verminder word tot die oorblywende aantal dae van daardie kalenderjaar.

- (d) [varkvet] die totale hoeveelheid van oorspronklike goedere in montering kategorie "G\*" wat toegelaat sal word om elke jaar vry van reg geklaar te word, met ingang vanaf die datum na verwys in paragraaf 2 van hierdie AANHANGSEL, word hieronder gespesifiseer:

Hoeveelheid

20 metrieke tonne

Indien die datum na verwys in paragraaf 2 van hierdie AANHANGSEL ooreenstem met 'n datum na 1 Januarie en voor 31 Desember van dieselfde kalenderjaar, sal die TSK hoeveelheid wat toepaslik sal wees vir die oorblywende deel van daardie kalenderjaar, pro rata verminder word tot die oorblywende aantal dae van daardie kalenderjaar.

Deur die invoeging van nuwe Algemene Opmerking N in Deel 1 van Bylae No. 1 van die volgende:

- (e) [graan gebaseerde voedselbereidinge] die totale hoeveelheid van oorspronklike goedere in montering kategorie "H\*" wat toegelaat sal word om elke jaar met 'n doeanereg van 25 persent van die MBN toepaslike reg geklaar te word, met ingang vanaf die datum na verwys in paragraaf 2 van hierdie Aanhangel, word hieronder gespesifiseer:

Hoeveelheid

796 metrieke tonne

Indien die datum na verwys in paragraaf 2 van hierdie AANHANGSEL ooreenstem met 'n datum na 1 Januarie en voor 31 Desember van dieselfde kalenderjaar, sal die TSK hoeveelheid wat toepaslik sal wees vir die oorblywende deel van daardie kalenderjaar, pro rata verminder word tot die oorblywende aantal dae van daardie kalenderjaar.

Hierdie TSK is slegs van toepassing op produkte ingevoer in verpakkings van 5 kg of meer.

Oorspronklike goedere in montering kategorie "H\*" sal slegs verkoop word vir gebruik in 'n vervaardigingsproses. Die vervaardigings-onderneming sal geïdentifiseer word op die kommersiële dokumente deur die geadresseerde of koper in die SADU Lidstaat.

- (f) [vark] die totale hoeveelheid van oorspronklike goedere in montering kategorie "I\*" wat toegelaat sal word om elke jaar geklaar te word, met ingang vanaf die datum na verwys in paragraaf 2 van hierdie AANHANGSEL, word hieronder gespesifiseer:

Hoeveelheid

150 metrieke tonne

Die totale hoeveelheid sal toegelaat word om elke kalender jaar geklaar te word teen 'n doeanereg vasgestel in ooreenkoms met die volgende voorsienings:

- (i) op 1 November 2016, sal elke doeanereg verminder word tot 87,5 persent van die MBN toegepaste skaal;
- (ii) op 1 Januarie 2017, sal elke doeanereg verder verminder word tot 75 persent van die MBN toegepaste skaal;
- (iii) op 1 Januarie 2018, sal elke doeanereg verder verminder word tot 62,5 persent van die MBN toegepaste skaal;
- (iv) op 1 Januarie 2019, sal elke doeanereg verder verminder word tot 50 persent van die MBN toegepaste skaal;
- (v) op 1 Januarie 2020, sal elke doeanereg verder verminder word tot 37,5 persent van die MBN toegepaste skaal; en
- (vi) op 1 Januarie 2021, sal elke doeanereg verder verminder word tot 25 persent van die MBN toegepaste skaal.

Indien die datum na verwys in paragraaf 2 van hierdie AANHANGSEL ooreenstem met 'n datum na 1 Januarie en voor 31 Desember van dieselfde kalenderjaar, sal die TSK hoeveelheid wat toepaslik sal wees vir die oorblywende deel van daardie kalenderjaar, pro rata verminder word tot die oorblywende aantal dae van daardie kalenderjaar.

- (g) [botter en ander suiwelvette] die totale hoeveelheid van oorspronklike goedere in montering kategorie "J\*" wat toegelaat sal word om elke jaar geklaar te word, met ingang vanaf die datum na verwys in paragraaf 2 van hierdie AANHANGSEL, word hieronder gespesifiseer:

Deur die invoeging van nuwe Algemene Opmerking N in Deel 1 van Bylae No. 1 van die volgende:

Hoeveelheid

94 metrieke tonne

Die totale hoeveelheid sal toegelaat word om elke kalender jaar geklaar te word teen 'n doeanereg vasgestel in ooreenkoms met die volgende voorsienings:

- (i) op 1 November 2016, sal elke doeanereg verminder word tot 87,5 persent van die MBN toegepaste skaal;
- (ii) op 1 Januarie 2017, sal elke doeanereg verder verminder word tot 75 persent van die MBN toegepaste skaal;
- (iii) op 1 Januarie 2018, sal elke doeanereg verder verminder word tot 62,5 persent van die MBN toegepaste skaal;
- (iv) op 1 Januarie 2019, sal elke doeanereg verder verminder word tot 50 persent van die MBN toegepaste skaal;
- (v) op 1 Januarie 2020, sal elke doeanereg verder verminder word tot 37,5 persent van die MBN toegepaste skaal; en
- (vi) op 1 Januarie 2021, sal elke doeanereg verder verminder word tot 25 persent van die MBN toegepaste skaal.

Indien die datum na verwys in paragraaf 2 van hierdie AANHANGSEL ooreenstem met 'n datum na 1 Januarie en voor 31 Desember van dieselfde kalenderjaar, sal die TSK hoeveelheid wat toepaslik sal wees vir die oorblywende deel van daardie kalenderjaar, pro rata verminder word tot die oorblywende aantal dae van daardie kalenderjaar.

- (h) [roomys] die totale hoeveelheid van oorspronklike goedere in montering kategorie "K\*:" wat toegelaat sal word om elke jaar teen 'n doeane-reg van 50 persent van die MBN toegepaste skaal geklaar te word, met ingang vanaf die datum na verwys in paragraaf 2 van hierdie AANHANGSEL, word hieronder gespesifiseer:

Hoeveelheid

24 metrieke tonne

Indien die datum na verwys in paragraaf 2 van hierdie AANHANGSEL ooreenstem met 'n datum na 1 Januarie en voor 31 Desember van dieselfde kalenderjaar, sal die TSK hoeveelheid wat toepaslik sal wees vir die oorblywende deel van daardie kalenderjaar, pro rata verminder word tot die oorblywende aantal dae van daardie kalenderjaar.

- 3.4 Sodanige laer skaal van reg is slegs van toepassing ten opsigte van die betrokke goedere indien gedurende die gespesifiseerde tydperk-
  - (a) die goedere ingevoer en geklaar was vir binnelandse verbruik;
  - (b) 'n tariefkwota beskikbaar is en toegeken is tydens klaring vir binnelandse verbruik; en
  - (c) waar die goedere onderhewig is aan 'n permit uitgereik deur die Nasionale Departement van Landbou, 'n geldige permit voorgelê is tydens klaring vir binnelandse verbruik.
- 3.5 Enige tariefkwota is toegeken vir sodanige goedere op eerste-kom-eerste-gehelp basis tydens die voorlegging van 'n geldige klaringsbrief vir binnelandse verbruik ondersteun deur -
  - (a) alle dokumente verlang om voorgelê te word ingevolge artikel 39 met inbegrip van geldige bewys van oorsprong dokumente verlang in die Protokol;
  - (b) 'n aansoek vir sodanige kwota; en
  - (c) 'n geldige permit van die Nasionale Departement van Landbou, indien van toepassing.
- 3.6 Die prosedures in verband met die aansoek vir en toekenning van tariefkwotas is beskryf in die reëls van artikel 49.

**Deur die invoeging van nuwe Algemene Opmerking N in Deel 1 van Bylae No. 1 van die volgende:**

- 3.5 Enige tariefkwota is toegeken vir sodanige goedere op eerste-kom-eerste-hulp basis tydens die voorlegging van 'n geldige klaringsbrief vir binnelandse verbruik ondersteun deur -
- (a) alle dokumente verlang om voorgelê te word ingevolge artikel 39 met inbegrip van geldige bewys van oorsprong dokumente verlang in die Protokol;
  - (b) 'n aansoek vir sodanige kwota; en
  - (c) 'n geldige permit van die Nasionale Departement van Landbou, indien van toepassing.
- 3.6 Die prosedures in verband met die aansoek vir en toekenning van tariefkwotas is voorgeskryf in die reëls van artikel 49.
- 3.7 Enige balans van 'n tariefkwota wat oorbly teen die einde van enige vermelde tydperk word nie oorgedra na die volgende tydperk nie.
- 3.8 Wanneer die tariefkwota uitgeput is gedurende die gemelde tydperk, sal die reg gespesifiseer ten opsigte van die betrokke gedoere in die EU kolom betaalbaar wees.

**4.**

- (a) Vir die doeleindes van klaring van enige ingevoerde goedere teen die laer skaal van reg in die EU kolom gespesifiseer sal die invoerder ten tye van klaring vir binnelandse verbruik van enige besending-
- (i) voorlê, tesame met enige dokumente wat vereis word om voorgelê te word ingevolge afdeling 39, 'n geldige bewys van oorsprong en bewys van voldoening met die grondgebied vereistes ooreenkomstig met die voorsienings van Deel A van die Bylae tot die Algemene Opmerkings van Bylae No. 1;
- (ii) slegs op betaling van sodanige laer skaal van reg geregtig wees ten opsigte van goedere onderhewig aan 'n TSK, indien sodanige kwota toegeken is ingevolge die voorsienings van die reëls van afdeling 49 met betrekking tot tariefkwotas.

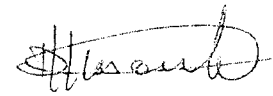
**Deur die hernoemering van Algemene Opmerking N as Algemene Opmerking O in Deel 1 van Bylae No. 1 van die volgende:**

- O Skale van reg in die vyf kolomme gespesifiseer: ALGEMENE, EU, EFTA, SAOG en MERCOSUR van deel 1 van Bylae no. 1.
- (a) Die algemene skaal van reg gespesifiseer in die Algemene kolom ten opsigte van enige pos of subpos in Deel 1 van Bylae No. 1 is van toepassing op ingevoerde goedere waarop sodanige pos of subpos verband hou indien die goedere nie kwalifiseer vir enige voorkeur skaal van reg wat in die EU, EFTA, SAOG of MERCOSUR kolom gespesifiseer is nie.
  - (b) Waar die skaal van reg in die EU, EFTA, SAOG of MERCOSUR kolom dieselfde is as die reg in die Algemene kolom, is geen voorkeur skaal van reg in werking ten opsigte van die vermelde EU, EFTA, SAOG of MERCOSUR kolom nie, soos die geval mag wees.

- P. Enige verwysing na die Koninkryk van Swaziland en BLNS in enige van die bepalings van hierdie Bylae sal, met ingang vanaf 19 April 2018, geag 'n verwysing na onderskeidelik die Koninkryk van Eswatini en BELN te wees, ingevolge die bepalings wat voor 19 April 2018 bestaan het.

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 4 (NO. 4/2/373)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 2 of Schedule No. 4 to the said Act is hereby amended, **with retrospective effect from 1 April 2020**, to the extent set out in the Schedule hereto.



**DR DAVID MASONDO  
DEPUTY MINISTER OF FINANCE**

**SCHEDULE**

By the substitution of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
460.03	0207.14.9	01.07	73	<p>Frozen meat of the species <i>Gallus domesticus</i>, cut in pieces with bone in and imported from or originating in the United States of America, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission (ITAC) may allow by specific permit on recommendation of the Director General: The Department of Agriculture, Land Reform and Rural Development (DALRRD), provided that -</p> <p>(a) With effect from 1 April 2016, permits may be issued by ITAC for meat imported in terms of this rebate item;</p> <p>(b) From the date this rebate item comes into operation up to and including 31 March 2016 meat imported in terms of this rebate item shall be on a first-come-first-serve basis;</p> <p>(c) The meat subject to the provisions of this rebate item may not exceed a basic annual quota of 69 972 metric tonnes;</p> <p>(d) The annual quota period is 1 April to 31 March;</p> <p>(e) Prior to 1 April 2016, the quota shall be 16 250 metric tonnes;</p> <p>(f) As from 1 April 2017 a growth factor as determined by DALRRD is applied to the basic quota annually;</p> <p>(g) The meat imported in terms of this rebate item may not be removed outside the Republic for consumption in any of the BLNS countries;</p> <p>(h) The permit is not transferable and may not be used to obtain meat to the benefit of any entity or person not named in the permit issued by ITAC;</p> <p>(i) This rebate item shall be suspended if any benefits that South Africa enjoyed under AGOA as at 1 November 2015 are suspended, and shall remain suspended for as long as those benefits under AGOA remains suspended; and</p> <p>(j) This rebate item is suspended in terms of paragraph (i) as from the date the Minister of Trade and Industry submits written confirmation to the Minister of Finance that South Africa's benefits under AGOA have been suspended.</p>	Full anti-dumping duty

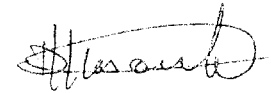
NO. R. 1408

## SUID-AFRIKAANSE INKOMSTEDIENS

24 DESEMBER 2020

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 4 (NO. 4/2/373)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 2 van Bylae No. 4 by bogenoemde Wet hiermee gewysig, met terugwerkende krag vanaf 1 April 2020, in die mate in die Bylae hierby aangetoon.



**DR DAVID MASONDO  
ADJUNKMINISTER VAN FINANSIES**

**BYLAE**

Deur die vervanging van die volgende:

Kortingitem	Tariefpos	Kortingkode	TS	Beskrywing	Mate van Korting
460.03	0207.14.9	01.07	73	<p>Bevrore vleis van die Gallus domesticus soort, in been-in stukke gesny en ingevoer vanaf of met oorsprong van die Verenigde State van Amerika, in dié hoeveelhede, op dié tye en onderhewig aan sodanige voorwaardes wat die Internasionale Handelsadministrasiekommissie (IHAK) by bepaalde permit mag toelaat op aanbeveling van die Direkteur-Generaal: Departement van Landbou, Grondhervorming en Landelike Ontwikkeling (DLGLO), met dien verstande dat -</p> <p>(a) Met ingang vanaf 1 April 2016, mag permitte uitgereik word deur die IHAK vir vleis ingevoer ingevolge hierdie kortingitem;</p> <p>(b) Vir die tydperk vanaf die datum waarop hierdie kortingitem in werking tree tot en met 31 Maart 2016, sal vleis ingevoer ingevolge hierdie kortingitem op 'n eerste-kom-eerste-bedien grondslag wees;</p> <p>(c) Die vleis onderworpe aan die voorsienings van hierdie kortingitem mag nie 'n basiese jaarlikse kwota van 69 972 metrieke ton oorskry nie;</p> <p>(d) Die jaarlikse kwota tydperk is 1 April tot 31 Maart;</p> <p>(e) Voor 1 April 2016, sal die kwota 16 250 metrieke ton wees;</p> <p>(f) Vanaf 1 April 2017, sal 'n jaarlikse groeifaktor soos deur die DLGLO bepaal toegepas word op die basiese kwota in (c) hierbo vermeld;</p> <p>(g) Die vleis ingevoer ingevolge hierdie kortingitem mag nie buite die Republiek verwyder word vir verbruik in enige van die BLNS lande nie;</p> <p>(h) Die permit is nie oordraagbaar nie en mag nie gebruik word om vleis te verkry tot die voordeel van enige wese of persoon wat nie in die permit wat deur die IHAK uitgereik word, vermeld word nie;</p> <p>(i) Hierdie kortingitem sal opgeskort word indien enige voordele wat Suid Afrika soos op 1 November 2015 onder AGOA geniet het opgeskort word en sal opgeskort bly solank daardie voordele ingevolge AGOA opgeskort bly; en</p> <p>(j) Hierdie kortingitem sal opgeskort wees ingevolge die bepalings van paragraaf (i) vanaf die datum wat die Minister van Handel en Nywerheid skriftelike bevestiging voorlê aan die Minister van Finansies dat Suid Afrika se voordele ingevolge AGOA opgeskort is.</p>	Volle anti-dumpingreg



**CUSTOMS AND EXCISE ACT, 1964.**  
**AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1650)**

In terms of section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended, with effect from 1 January 2021, to the extent set out in the Schedule hereto.

  
DR DAVID MASONDO

DEPUTY MINISTER OF FINANCE

**SCHEDULE**

By the deletion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
4410.11.20	9	--- Coated, covered or laminated	kg	15%	free	free	free	15%
4411.12.20	9	--- Coated, covered or laminated	kg	10%	free	free	free	10%
4411.13.20	5	--- Coated, covered or laminated	kg	10%	free	free	free	10%
4411.14.20	1	--- Coated, covered or laminated	kg	10%	free	free	free	10%
7217.30.10	0	-- Plated or coated with copper	kg	10%	free	free	free	10%
9401.90.90	1	-- Other	kg	20%	free	20%	free	18%

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
<b>4410.11.2</b>		--- Coated, covered or laminated:						
4410.11.21	7	---- With melamine	kg	15%	free	free	free	15%
4410.11.25	2	---- With other plastics	kg	15%	free	free	free	15%
4410.11.29	2	---- Other	kg	15%	free	free	free	15%
<b>4411.12.2</b>		--- Coated, covered or laminated:						
4411.12.21	7	---- With melamine	kg	10%	free	free	free	10%
4411.12.25	1	---- With other plastics	kg	10%	free	free	free	10%
4411.12.29	2	---- Other	kg	10%	free	free	free	10%

NO. R. 1409

SOUTH AFRICAN REVENUE SERVICE

24 DECEMBER 2020

STAATSKOERANT, 24 DESEMBER 2020

No. 44029 153

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
<b>4411.13.2</b>		<b>--- Coated, covered or laminated:</b>						
4411.13.21	3	---- With melamine	kg	10%	free	free	free	10%
4411.13.25	6	---- With other plastics	kg	10%	free	free	free	10%
4411.13.29	9	---- Other	kg	10%	free	free	free	10%
<b>4411.14.2</b>		<b>--- Coated, covered or laminated:</b>						
4411.14.21	1	---- With melamine	kg	10%	free	free	free	10%
4411.14.25	2	---- With other plastics	kg	10%	free	free	free	10%
4411.14.29	5	---- Other	kg	10%	free	free	free	10%
<b>4411.92.1</b>		<b>--- Coated, covered or laminated:</b>						
4411.92.11	6	---- With melamine	kg	10%	free	free	free	10%
4411.92.15	9	---- With other plastics	kg	10%	free	free	free	10%
4411.92.19	1	---- Other	kg	10%	free	free	free	10%
4411.92.99	4	--- Other	kg	10%	free	free	free	10%
<b>4411.93.1</b>		<b>--- Coated, covered or laminated:</b>						
4411.93.11	2	---- With melamine	kg	10%	free	free	free	10%
4411.93.15	5	---- With other plastics	kg	10%	free	free	free	10%
4411.93.19	8	---- Other	kg	10%	free	free	free	10%
4411.93.99	6	--- Other	kg	10%	free	free	free	10%
<b>4411.94.1</b>		<b>--- Coated, covered or laminated:</b>						
4411.94.11	9	---- With melamine	kg	10%	free	free	free	10%
4411.94.15	1	---- With other plastics	kg	10%	free	free	free	10%
4411.94.19	4	---- Other	kg	10%	free	free	free	10%
4411.94.99	2	--- Other	kg	10%	free	free	free	10%
7217.10.10	1	-- Of a diameter of 1,30 mm or more but not exceeding 4,88 mm, containing by mass more than 0.4 per cent carbon but not exceeding 0.85 per cent and a tensile strength of 1 400 Mpa or more but not exceeding 1 750 Mpa	kg	10%	free	free	free	10%
7217.10.90	8	-- Other	kg	10%	free	free	free	10%
<b>7217.30.1</b>		<b>-- Plated or coated with copper:</b>						
7217.30.11	9	--- Of a diameter of 1,3 mm or more but not exceeding 4,88 mm, containing by mass more than 0.4 per cent carbon but not exceeding 0.85 per cent and a tensile strength of 1 400 Mpa or more but not exceeding 1 750 Mpa	kg	10%	free	free	free	10%

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
7217.30.19	4	--- Other	kg	10%	free	free	free	10%
9401.30.10	6	-- On a base, with wheels having a diameter not exceeding 65 mm	u	20%	free	20%	free	18%
9401.30.90	4	-- Other	u	20%	free	20%	free	18%
9401.61.10	6	--- Reclining seats, electrically operated	u	20%	free	free	free	18%
9401.61.20	3	--- Reclining seats, mechanically operated	u	20%	free	free	free	18%
9401.61.30	0	--- Suitable for indoor living space (excluding barstools, dining chairs and the like)	u	20%	free	free	free	18%
9401.61.40	8	--- Barstools, dining chairs and the like	u	20%	free	free	free	18%
9401.61.50	5	--- Other, with sleigh base-frame	u	20%	free	free	free	18%
9401.61.60	2	--- Other, suitable for office use	u	20%	free	free	free	18%
9401.61.90	4	--- Other	u	20%	free	free	free	18%
9401.69.10	7	--- Bent-wood chairs	u	20%	free	20%	free	18%
9401.69.20	4	--- Other, with sleigh base-frame	u	20%	free	20%	free	18%
9401.69.30	1	--- Other, suitable for office use	u	20%	free	20%	free	18%
9401.69.40	9	--- Stationary activity centres for children	u	20%	free	20%	free	18%
9401.69.50	6	--- Other chairs for children, including highchairs	u	20%	free	20%	free	18%
9401.69.90	5	--- Other	u	20%	free	20%	free	18%
9401.71.10	0	--- With sleigh base-frame	u	20%	free	20%	free	18%
9401.71.20	8	--- With 4-legged frame	u	20%	free	20%	free	18%
9401.71.30	5	--- Stationary activity centres for children	u	20%	free	20%	free	18%
9401.71.40	2	--- Other chairs for children, including highchairs	u	20%	free	20%	free	18%
9401.71.90	9	--- Other	u	20%	free	20%	free	18%
9401.79.10	1	--- With sleigh base-frame	u	20%	free	20%	free	18%
9401.79.20	9	--- With 4-legged frame	u	20%	free	20%	free	18%
9401.79.30	6	--- Stationary activity centres for children	u	20%	free	20%	free	18%
9401.79.40	3	--- Other chairs for children, including highchairs	u	20%	free	20%	free	18%
9401.79.50	0	--- Other, suitable for outdoor use	u	20%	free	20%	free	18%
9401.79.90	4	--- Other	u	20%	free	20%	free	18%
9401.80.10	9	-- Safety seats for children	u	20%	free	20%	free	18%
9401.80.20	6	-- Stationary activity centres for children, of plastics	u	20%	free	20%	free	18%
9401.80.30	3	-- Highchairs and booster seats for children, of plastics	u	20%	free	20%	free	18%

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
9401.80.40	0	-- Other, of plastics	u	20%	free	20%	free	18%
9401.80.50	8	-- Other, suitable for outdoor use, with textile seats or textile backrest	u	20%	free	20%	free	18%
9401.80.90	7	-- Other	u	20%	free	20%	free	18%
<b>9401.90.9</b>		-- <b>Other:</b>						
9401.90.91	6	--- Mechanical actions for chairs	kg	20%	free	20%	free	18%
9401.90.93	6	--- Laminated plywood seats and backrests	kg	20%	free	20%	free	18%
9401.90.99	5	--- Other	kg	20%	free	20%	free	18%
9403.30.05	7	-- Desks, having one or more drawers, assembled	u	20%	free	free	free	18%
9403.30.10	3	-- Desks, having one or more drawers, unassembled	u	20%	free	free	free	18%
9403.30.15	4	-- Other tables, with a top having a width of 45 cm or more but not exceeding 180 cm (excluding foldable tables or those having wheels)	u	20%	free	free	free	18%
9403.30.20	0	-- Other foldable tables, with a top having a width of 45 cm or more but not exceeding 180 cm (excluding those having wheels)	u	20%	free	free	free	18%
9403.30.30	8	-- Other tables, with wheels and having a top with a width of 45 cm or more but not exceeding 180 cm	u	20%	free	free	free	18%
9403.30.35	9	-- Cupboards, having 2 or more drawers	u	20%	free	free	free	18%
9403.30.40	5	-- Cupboards, having no drawers and having 2 or more doors	u	20%	free	free	free	18%
9403.30.42	1	-- Other cupboards, having a height not exceeding 60 cm, with two or more drawers, with wheels	u	20%	free	free	free	18%
9403.30.44	8	-- Other cupboards, with a height not exceeding 60 cm, without wheels	u	20%	free	free	free	18%
9403.30.45	6	-- Bookcases, not enclosed, unassembled	u	20%	free	free	free	18%
9403.30.50	2	-- Bookcases, not enclosed, assembled	u	20%	free	free	free	18%
9403.30.90	1	-- Other	u	20%	free	free	free	18%
9403.40.05	1	-- Floorstanding units, assembled	u	20%	free	free	free	20%
9403.40.10	8	-- Floorstanding units, unassembled	u	20%	free	free	free	20%
9403.40.15	9	-- Other, designed to be wall mounted, assembled	u	20%	free	free	free	20%
9403.40.20	5	-- Other, designed to be wall mounted, unassembled	u	20%	free	free	free	20%
9403.40.25	6	-- Units presented with a sink, assembled	u	20%	free	free	free	20%
9403.40.30	2	-- Units presented with a sink, unassembled	u	25%	free	free	free	20%
9403.40.90	6	-- Other	u	20%	free	free	free	20%
<b>9403.50.1</b>		-- <b>Made from solid wood as provided for in Additional Note 3 to Chapter 94:</b>						

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
9403.50.11	0	--- With integral base and/or headset (box bed), with mattress, assembled	u	20%	free	free	free	18%
9403.50.12	9	--- With integral base and/or headset (box bed), with mattress, unassembled	u	20%	free	free	free	18%
9403.50.13	7	--- Sets consisting of a headboard, one or two nightstands and a dressing table, assembled	u	20%	free	free	free	18%
9403.50.14	5	--- Sets consisting of a headboard, one or two nightstands and a dressing table, unassembled	u	20%	free	free	free	18%
9403.50.15	3	--- Bunkbeds, assembled	u	20%	free	free	free	18%
9403.50.16	1	--- Bunkbeds, unassembled	u	20%	free	free	free	18%
9403.50.17	8	--- Headboards, night stands, dressing tables and the like, assembled	u	20%	free	free	free	18%
9403.50.18	8	--- Headboards, night stands, dressing tables and the like, unassembled	u	20%	free	free	free	18%
9403.50.19	6	--- Other	u	20%	free	free	free	18%
<b>9403.50.9</b>		-- <b>Other:</b>						
9403.50.91	9	--- With integral base and/or headset (box bed), with mattress, assembled	u	20%	free	free	free	18%
9403.50.92	7	--- With integral base and/or headset (box bed), with mattress, unassembled	u	20%	free	free	free	18%
9403.50.93	5	--- Sets consisting of a headboard, one or two nightstands and a dressing table, assembled	u	20%	free	free	free	18%
9403.50.94	3	--- Sets consisting of a headboard, one or two nightstands and a dressing table, unassembled	u	20%	free	free	free	18%
9403.50.95	1	--- Bunkbeds, assembled	u	20%	free	free	free	18%
9403.50.96	6	--- Bunkbeds, unassembled	u	20%	free	free	free	18%
9403.50.97	8	--- Headboards, night stands, dressing tables and the like, assembled	u	20%	free	free	free	18%
9403.50.98	6	--- Headboards, night stands, dressing tables and the like, unassembled	u	20%	free	free	free	18%
9403.50.99	4	--- Other	u	20%	free	free	free	18%
<b>9403.60.1</b>		-- <b>Dining table and chair sets, with 6 or more chairs:</b>						
9403.60.11	5	--- Assembled	u	20%	free	free	free	18%
9403.60.19	0	--- Unassembled	u	20%	free	free	free	18%
<b>9403.60.2</b>		-- <b>Dining tables and chair sets, with less than 6 chairs:</b>						
9403.60.21	2	--- Assembled	u	20%	free	free	free	18%
9403.60.29	8	--- Unassembled	u	20%	free	free	free	18%

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
<b>9403.60.3</b>		-- Dining tables with a seating capacity of 6 or more:						
9403.60.31	8	--- Assembled	u	20%	free	free	free	18%
9403.60.39	5	--- Unassembled	u	20%	free	free	free	18%
<b>9403.60.4</b>		-- Other, coffee tables and similar tables:						
9403.60.41	7	--- Assembled	u	20%	free	free	free	18%
9403.60.49	2	--- Unassembled	u	20%	free	free	free	18%
<b>9403.60.5</b>		-- Dining servers, with or without drawers and doors:						
9403.60.51	4	--- Assembled	u	20%	free	free	free	18%
9403.60.59	6	--- Unassembled	u	20%	free	free	free	18%
<b>9403.60.6</b>		-- Wall units, entertainment centres, TV stands, TV cabinets and the like:						
9403.60.61	1	--- Exceeding 60 cm in height, assembled	u	20%	free	free	free	18%
9403.60.63	8	--- Exceeding 60 cm in height, unassembled	u	20%	free	free	free	18%
9403.60.65	4	--- Not exceeding 60 cm in height, assembled	u	20%	free	free	free	18%
9403.60.67	0	--- Not exceeding 60 cm in height, unassembled	u	20%	free	free	free	18%
<b>9403.60.7</b>		-- Bathroom cabinets, wall mounted:						
9403.60.71	9	--- Assembled	u	20%	free	free	free	18%
9403.60.79	4	--- Unassembled	u	20%	free	free	free	18%
<b>9403.60.8</b>		-- Bathroom cabinets for basins:						
9403.60.81	6	--- Presented without the basin, assembled	u	20%	free	free	free	18%
9403.60.83	2	--- Presented without the basin, unassembled	u	20%	free	free	free	18%
9403.60.85	9	--- Presented with the basin, assembled	u	20%	free	free	free	18%
9403.60.87	5	--- Presented with the basin, unassembled	u	20%	free	free	free	18%
9403.60.90	5	-- Other	u	20%	free	free	free	18%
9404.29.10	7	--- Fitted with springs	u	20%	free	free	free	20%
9404.29.90	8	--- Other	u	20%	free	free	free	20%

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU	EFTA	SADC	MERCOSUR
4411.92		-- Of a density exceeding 0,8 g/cm³:						
4411.93		-- Of a density exceeding 0,5 g/cm³ but not exceeding 0,8 g/cm³:						
4411.94		-- Of a density not exceeding 0,5 g/cm³:						
7217.10		- Not plated or coated, whether or not polished:						
9401.30		- Swivel seats with variable height adjustment:						
9401.61		-- Upholstered:						
9401.69		-- Other:						
9401.71		-- Upholstered:						
9401.79		-- Other:						
9401.80		- Other seats:						
9403.30		- Wooden furniture of a kind used in offices:						
9403.40		- Wooden furniture of a kind used in the kitchen:						
9403.50		- Wooden furniture of a kind used in the bedroom:						
9403.60		- Other wooden furniture:						
9404.29		-- Of other materials:						

**DOEANE- EN AKSYNSWET, 1964.**  
**WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1650)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig, **met ingang vanaf 1 Januarie 2021**, in die mate in die Bylae hierby aangetoon.

  
**DR. DAVID MASONDO**  
ADJUNKMINISTER VAN FINANSIES

**BYLAE**

Deur die skapping van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
4410.11.20	9	--- Bestryk, bedek of gelamelleer	kg	15%	vry	vry	vry	15%
4411.12.20	9	--- Bestryk, bedek of gelamelleer	kg	10%	vry	vry	vry	10%
4411.13.20	5	--- Bestryk, bedek of gelamelleer	kg	10%	vry	vry	vry	10%
4411.14.20	1	--- Bestryk, bedek of gelamelleer	kg	10%	vry	vry	vry	10%
7217.30.10	0	-- Met koper geplateer of bestryk	kg	10%	vry	vry	vry	10%
9401.90.90	1	-- Ander	kg	20%	vry	20%	vry	18%

Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
<b>4410.11.2</b>		<b>--- Bestryk, bedek of gelamelleer:</b>						
4410.11.21	7	---- Met melamien	kg	15%	vry	vry	vry	15%
4410.11.25	2	---- Met ander plastieke	kg	15%	vry	vry	vry	15%
4410.11.29	2	---- Ander	kg	15%	vry	vry	vry	15%
<b>4411.12.2</b>		<b>--- Bestryk, bedek of gelamelleer:</b>						
4411.12.21	7	---- Met melamien	kg	10%	vry	vry	vry	10%
4411.12.25	1	---- Met ander plastieke	kg	10%	vry	vry	vry	10%
4411.12.29	2	---- Ander	kg	10%	vry	vry	vry	10%



Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
<b>4411.13.2</b>		<b>--- Bestryk, bedek of gelamelleer:</b>						
4411.13.21	3	---- Met melamien	kg	10%	vry	vry	vry	10%
4411.13.25	6	---- Met ander plastieke	kg	10%	vry	vry	vry	10%
4411.13.29	9	---- Ander	kg	10%	vry	vry	vry	10%
<b>4411.14.2</b>		<b>--- Bestryk, bedek of gelamelleer:</b>						
4411.14.21	1	---- Met melamien	kg	10%	vry	vry	vry	10%
4411.14.25	2	---- Met ander plastieke	kg	10%	vry	vry	vry	10%
4411.14.29	5	---- Ander	kg	10%	vry	vry	vry	10%
<b>4411.92.1</b>		<b>--- Bestryk, bedek of gelamelleer:</b>						
4411.92.11	6	---- Met melamien	kg	10%	vry	vry	vry	10%
4411.92.15	9	---- Met ander plastieke	kg	10%	vry	vry	vry	10%
4411.92.19	1	---- Ander	kg	10%	vry	vry	vry	10%
4411.92.99	4	--- Ander	kg	10%	vry	vry	vry	10%
<b>4411.93.1</b>		<b>--- Bestryk, bedek of gelamelleer:</b>						
4411.93.11	2	---- Met melamien	kg	10%	vry	vry	vry	10%
4411.93.15	5	---- Met ander plastieke	kg	10%	vry	vry	vry	10%
4411.93.19	8	---- Ander	kg	10%	vry	vry	vry	10%
4411.93.99	6	--- Ander	kg	10%	vry	vry	vry	10%
<b>4411.94.1</b>		<b>--- Bestryk, bedek of gelamelleer:</b>						
4411.94.11	9	---- Met melamien	kg	10%	vry	vry	vry	10%
4411.94.15	1	---- Met ander plastieke	kg	10%	vry	vry	vry	10%
4411.94.19	4	---- Ander	kg	10%	vry	vry	vry	10%
4411.94.99	2	--- Ander	kg	10%	vry	vry	vry	10%
7217.10.10	1	-- Met deursneë van minstens 1,30 mm maar hoogstens 4,88 mm, wat volgens massa meer as 0,4 persent maar hoogstens 0,85 persent koolstof bevat en treksterkte van minstens 1 400 Mpa maar hoogstens 1 750 Mpa	kg	10%	vry	vry	vry	10%
7217.10.90	8	-- Ander	kg	10%	vry	vry	vry	10%
<b>7217.30.1</b>		<b>-- Met koper geplateer of bestryk:</b>						
7217.30.11	9	--- Met deursneë van minstens 1,30 mm maar hoogstens 4,88 mm, wat volgens massa meer as 0,4 persent maar hoogstens 0,85 persent koolstof bevat en treksterkte van minstens 1 400 Mpa maar hoogstens 1 750 Mpa	kg	10%	vry	vry	vry	10%

Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
7217.30.19	4	--- Ander	kg	10%	vry	vry	vry	10%
9401.30.10	6	-- Op 'n basis, met wiele wat 'n deursnee van hoogstens 65 mm het	u	20%	vry	20%	vry	18%
9401.30.90	4	-- Ander	u	20%	vry	20%	vry	18%
9401.61.10	6	--- Agteroor lê sitplek, elektries aangedrewe	u	20%	vry	vry	vry	18%
9401.61.20	3	--- Agteroor lê sitplek, meganies aangedrewe	u	20%	vry	vry	vry	18%
9401.61.30	0	--- Geskik vir binnenshuis leef ruimte (uitgesonderd kroegstoele, eetkamer stoele en dergelike)	u	20%	vry	vry	vry	18%
9401.61.40	8	--- Kroegstoele, eetkamer stoele en dergelike	u	20%	vry	vry	vry	18%
9401.61.50	5	--- Ander, met 'n slee basis raam	u	20%	vry	vry	vry	18%
9401.61.60	2	--- Ander, geskik vir kantoor gebruik	u	20%	vry	vry	vry	18%
9401.61.90	4	--- Ander	u	20%	vry	vry	vry	18%
9401.69.10	7	--- Buighout stoele (Weense stoele)	u	20%	vry	20%	vry	18%
9401.69.20	4	--- Ander, met 'n slee basis raam	u	20%	vry	20%	vry	18%
9401.69.30	1	--- Ander, geskik vir kantoor gebruik	u	20%	vry	20%	vry	18%
9401.69.40	9	--- Stilstaande aktiwiteit sentrums vir kinders	u	20%	vry	20%	vry	18%
9401.69.50	6	--- Ander stoele, vir kinders, met inbegrip van kinderstoele	u	20%	vry	20%	vry	18%
9401.69.90	5	--- Ander	u	20%	vry	20%	vry	18%
9401.71.10	0	--- Met 'n slee basis raam	u	20%	vry	20%	vry	18%
9401.71.20	8	--- Met 'n 4 been raam	u	20%	vry	20%	vry	18%
9401.71.30	5	--- Stilstaande aktiwiteit sentrums vir kinders	u	20%	vry	20%	vry	18%
9401.71.40	2	--- Ander stoele, vir kinders, met inbegrip van kinderstoele	u	20%	vry	20%	vry	18%
9401.71.90	9	--- Ander	u	20%	vry	20%	vry	18%
9401.79.10	1	--- Met 'n slee basis raam	u	20%	vry	20%	vry	18%
9401.79.20	9	--- Met 4 been raam	u	20%	vry	20%	vry	18%
9401.79.30	6	--- Stilstaande aktiwiteit sentrums vir kinders	u	20%	vry	20%	vry	18%
9401.79.40	3	--- Ander stoele, vir kinders, met inbegrip van kinderstoele	u	20%	vry	20%	vry	18%
9401.79.50	0	--- Ander, geskik vir buite gebruik	u	20%	vry	20%	vry	18%
9401.79.90	4	--- Ander	u	20%	vry	20%	vry	18%
9401.80.10	9	-- Veiligheidssitplekke vir kinders	u	20%	vry	20%	vry	18%
9401.80.20	6	-- Stilstaande aktiwiteit sentrums vir kinders	u	20%	vry	20%	vry	18%
9401.80.30	3	-- Kinderstoele en verhoogde sitplekke vir kinders, van plastieke	u	20%	vry	20%	vry	18%

Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
9401.80.40	0	-- Ander, van plastieke	u	20%	vry	20%	vry	18%
9401.80.50	8	-- Ander, geskik vir buite gebruik, met tekstiel sitplekke of tekstiel rugstutte	u	20%	vry	20%	vry	18%
9401.80.90	7	-- Ander	u	20%	vry	20%	vry	18%
<b>9401.90.9</b>		-- <b>Ander:</b>						
9401.90.91	6	--- Meganiese aksies vir stoele	kg	20%	vry	20%	vry	18%
9401.90.93	6	--- Gelamineerde laaghout sitplekke en rugstutte	kg	20%	vry	20%	vry	18%
9401.90.99	5	--- Ander	kg	20%	vry	20%	vry	18%
9403.30.05	7	-- Lessenaars, met een of meer laaie, gemonteer	u	20%	vry	vry	vry	18%
9403.30.10	3	-- Lessenaars, met een of meer laaie, ongemonteer	u	20%	vry	vry	vry	18%
9403.30.15	4	-- Ander tafels, met 'n blad met 'n wydte van minstens 45 cm maar hoogstens 180 cm (uitgesonderd voubare tafels of daardie met wiele)	u	20%	vry	vry	vry	18%
9403.30.20	0	-- Ander voubare tafels, met 'n blad met 'n wydte van minstens 45 cm maar hoogstens 180 cm (uitgesonderd daardie met wiele)	u	20%	vry	vry	vry	18%
9403.30.30	8	-- Ander tafels met wiele en met 'n blad met 'n wydte van minstens 5 cm maar hoogstens 180 cm	u	20%	vry	vry	vry	18%
9403.30.35	9	-- Kaste, wat 2 of meer laaie het	u	20%	vry	vry	vry	18%
9403.30.40	5	-- Kaste, met geen laaie en wat 2 of meer deure het	u	20%	vry	vry	vry	18%
9403.30.42	1	-- Ander kaste, met 'n hoogte van hoogstens 60 cm, met 2 of meer laaie, met wiele	u	20%	vry	vry	vry	18%
9403.30.44	8	-- Ander kaste met 'n hoogte van hoogstens 60 cm sonder wiele	u	20%	vry	vry	vry	18%
9403.30.45	6	-- Boekrakke, nie toegemaak nie, ongemonteer	u	20%	vry	vry	vry	18%
9403.30.50	2	-- Boekrakke, nie toegemaak nie, gemonteer	u	20%	vry	vry	vry	18%
9403.30.90	1	-- Ander	u	20%	vry	vry	vry	18%
9403.40.05	1	-- Vloerstaande eenhede, gemonteer	u	20%	vry	vry	vry	20%
9403.40.10	8	-- Vloerstaande eenhede, ongemonteer	u	20%	vry	vry	vry	20%
9403.40.15	9	-- Ander, ontwerp om muur gemonteer te wees, gemonteer	u	20%	vry	vry	vry	20%
9403.40.20	5	-- Ander, ontwerp om muur gemonteer te wees, ongemonteer	u	20%	vry	vry	vry	20%
9403.40.25	6	-- Eenhede aangebied met 'n wasbak, gemonteer	u	20%	vry	vry	vry	20%
9403.40.30	2	-- Eenhede aangebied met 'n wasbak, ongemonteer	u		vry	vry	vry	20%
9403.40.90	6	-- Ander	u	20%	vry	vry	vry	20%

Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
<b>9403.50.1</b>		--	<b>Van soliede hout gemaak soos voorsien in Addisionele Opmerking 3 by Hoofstuk 94:</b>					
9403.50.11	0	--- Met integrale basis en/of koppenent (boksbed), met matras, gemonteer	u	20%	vry	vry	vry	18%
9403.50.12	9	--- Met integrale basis en/of koppenent (boksbed), met matras, ongemonteer	u	20%	vry	vry	vry	18%
9403.50.13	7	--- Stelle bestaande uit 'n koppenent, een of twee bedkassies en spieëltafel, gemonteer	u	20%	vry	vry	vry	18%
9403.50.14	5	--- Stelle bestaande uit 'n koppenent, een of twee bedkassies en spieëltafel, ongemonteer	u	20%	vry	vry	vry	18%
9403.50.15	3	--- Bankbeddens, gemonteer	u	20%	vry	vry	vry	18%
9403.50.16	1	--- Bankbeddens, ongemonteer	u	20%	vry	vry	vry	18%
9403.50.17	8	--- Koppenente, bedkassies, spieëltafels en dergelike, gemonteer	u	20%	vry	vry	vry	18%
9403.50.18	8	--- Koppenente, bedkassies, spieëltafels en dergelike, ongemonteer	u	20%	vry	vry	vry	18%
9403.50.19	6	--- Ander	u	20%	vry	vry	vry	18%
<b>9403.50.9</b>		--	<b>Ander:</b>					
9403.50.91	9	--- Met integrale basis en/of koppenent (boksbed), met matras, gemonteer	u	20%	vry	vry	vry	18%
9403.50.92	7	--- Met integrale basis en/of koppenent (boksbed), met matras, ongemonteer	u	20%	vry	vry	vry	18%
9403.50.93	5	--- Stelle bestaande uit 'n koppenent, een of twee bedkassies en spieëltafel, gemonteer	u	20%	vry	vry	vry	18%
9403.50.94	3	--- Stelle bestaande uit 'n koppenent, een of twee bedkassies en spieëltafel, ongemonteer	u	20%	vry	vry	vry	18%
9403.50.95	1	--- Bankbeddens, gemonteer	u	20%	vry	vry	vry	18%
9403.50.96	6	--- Bankbeddens, ongemonteer	u	20%	vry	vry	vry	18%
9403.50.97	8	--- Koppenente, bedkassies, spieëltafels en dergelike, gemonteer	u		vry	vry	vry	18%
9403.50.98	6	--- Koppenente, bedkassies, spieëltafels en dergelike, ongemonteer	u	20%	vry	vry	vry	18%
9403.50.99	4	--- Ander	u	20%	vry	vry	vry	18%
<b>9403.60.1</b>		--	<b>Eetkamer tafel -en stoel stelle, met 6 of meer stoele:</b>					
9403.60.11	5	--- Gemonteer	u	20%	vry	vry	vry	18%
9403.60.19	0	--- Ongemonteer	u	20%	vry	vry	vry	18%
<b>9403.60.2</b>		--	<b>Eetkamer tafel -en stoel stelle, met minstens 6 stoele:</b>					
9403.60.21	2	--- Gemonteer	u	20%	vry	vry	vry	18%

Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
9403.60.29	8	--- Ongemonteer	u	20%	vry	vry	vry	18%
<b>9403.60.3</b>		<b>-- Eetkamer tafels met 'n sitplek vermoë van 6 of meer:</b>						
9403.60.31	8	--- Gemonteer	u	20%	vry	vry	vry	18%
9403.60.39	5	--- Ongemonteer	u	20%	vry	vry	vry	18%
<b>9403.60.4</b>		<b>-- Ander, koffietafels en dergelike tafels:</b>						
9403.60.41	7	--- Gemonteer	u	20%	vry	vry	vry	18%
9403.60.49	2	--- Ongemonteer	u	20%	vry	vry	vry	18%
<b>9403.60.5</b>		<b>-- Eetkamer bedieners, met of sonder laaie en deure:</b>						
9403.60.51	4	--- Gemonteer	u	20%	vry	vry	vry	18%
9403.60.59	6	--- Ongemonteer	u	20%	vry	vry	vry	18%
<b>9403.60.6</b>		<b>-- Muureenhede, onthaalsentrums, tv staanders, tv kabinette en dergelike:</b>						
9403.60.61	1	--- Meer as 60 cm in hoogte, gemonteer	u	20%	vry	vry	vry	18%
9403.60.63	8	--- Meer as 60 cm in hoogte, ongemonteer	u	20%	vry	vry	vry	18%
9403.60.65	4	--- Hoogstens 60 cm in hoogte, gemonteer	u	20%	vry	vry	vry	18%
9403.60.67	0	--- Hoogstens 60 cm in hoogte, ongemonteer	u	20%	vry	vry	vry	18%
<b>9403.60.7</b>		<b>-- Badkamer kabinette, muur gemonteer:</b>						
9403.60.71	9	--- Gemonteer	u	20%	vry	vry	vry	18%
9403.60.79	4	--- Ongemonteer	u	20%	vry	vry	vry	18%
<b>9403.60.8</b>		<b>-- Badkamer kabinette vir wasbakke:</b>						
9403.60.81	6	--- Aangebied sonder die wasbak, gemonteer	u	20%	vry	vry	vry	18%
9403.60.83	2	--- Aangebied sonder die wasbak, ongemonteer	u	20%	vry	vry	vry	18%
9403.60.85	9	--- Aangebied met die wasbak, gemonteer	u	20%	vry	vry	vry	18%
9403.60.87	5	--- Aangebied met die wasbak, ongemonteer	u	20%	vry	vry	vry	18%
9403.60.90	5	-- Ander	u	20%	vry	vry	vry	18%
9404.29.10	7	--- Met vere toegerus	u	20%	vry	vry	vry	20%
9404.29.90	8	--- Ander	u	20%	vry	vry	vry	20%

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU	EFTA	SAOG	MERCOSUR
4411.92		- - Met 'n digtheid van meer as 0,8 g/cm <sup>3</sup> :						
4411.93		- - Met 'n digtheid van meer as 0,5 g/cm <sup>3</sup> maar hoogstens 0,8 g/cm <sup>3</sup> :						
4411.94		- - Met 'n digtheid van hoogstens 0,5 g/cm <sup>3</sup> :						
7217.10		- Nie geplateer of bestryk nie, hetsy gepoleer al dan nie:						
9401.30		- Draaisitplekke met wisselbare hoogteverstelling:						
9401.61		- - Gestoffeerd:						
9401.69		- - Ander:						
9401.71		- - Gestoffeerd:						
9401.79		- - Ander:						
9401.80		- Ander sitplekke:						
9403.30		- Houtmeubels van 'n soort in kantore gebruik:						
9403.40		- Houtmeubels van 'n soort in die kombuis gebruik:						
9403.50		- Houtmeubels van 'n soort in die slaapkamer gebruik:						
9403.60		- Ander houtmeubels:						
9404.29		- - Van ander stowwe:						

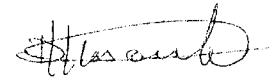
NO. R. 1410

## SOUTH AFRICAN REVENUE SERVICE

24 DECEMBER 2020

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 6 (NO. 6/1B/8)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 1B of Schedule No. 6 to the said Act is hereby amended to the extent set out in the Schedule hereto.



**DR DAVID MASONDO  
DEPUTY MINISTER OF FINANCE**

**SCHEDULE**

**By the insertion of Note(s) 4 after Note(s) 3(d) in Section B of Part 1 in Schedule No. 6 to the Customs and Excise Act with the following**

- |       |   |
|-------|---|
| 4.    | A licensed manufacturer of goods contemplated in item 619.03 may, if circumstances arise that impede the return of the goods to that licensee's customs and excise manufacturing warehouse for destruction as contemplated in that item, apply to the Commissioner to have the goods destroyed at the manufacturer's own distribution centre or a specialised destruction facility, provided: |
| (i)   | The removal to the approved premises takes place within a period of 12 months prescribed in Note 3(a)(i);   |
| (ii)  | the destruction and location of such destruction is requested and prior approval is obtained from the Commissioner before the beer is removed for destruction;  |
| (iii) | the destruction shall otherwise remain subject to the provisions of item 619.03, the Notes thereto, the Act and its rules;  |
| (iv)  | the destruction is to be done under customs supervision if required by the Commissioner; and  |
| (v)   | any other requirement as the Commissioner may specify in writing is complied with.  |

**By the substitution of Note 3(a)(i) in Section B to Part 1 of Schedule No. 6 with the following:**

- |     |   |
|-----|---|
| (i) | Beer made from malt which is off-specification or has become contaminated or has undergone post-manufacturing deterioration may, subject to Note 4, be returned to a customs and excise manufacturing warehouse for destruction only if such products are found to be off-specification, contaminated or have undergone post-manufacturing deterioration within a period of 12 months after removal from a customs and excise warehouse and that the goods are returned to such warehouse within this period. |
|-----|---|

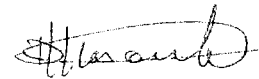
NO. R. 1410

SUID-AFRIKAANSE INKOMSTEDIENS

24 DECEMBER 2020

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 6 (NO. 6/1B/8)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 1B van Bylae No. 6 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.



DR DAVID MASONDO  
ADJUNKMINISTER VAN FINANSIES

**BYLAE**

**Deur die vervanging van Opmerking(s) 3(a)(i) in Afdeling B van Deel 1 van Bylae No. 6 by die Doeane- en Aksynswet**

- (i) Bier van mout gemaak wat buite-spesifikasie is of wat bederf word of na-vervaardigingsagteruitgang ondergaan mag, onderhewig aan opmerking 4, teruggestuur word na 'n doeane- en aksynsvervaardigingspakhuis vir herbewerking of vernietiging slegs as sodanige produkte gevind word om buite-spesifikasie bederf te wees, word of 'n na-vervaardigingsagteruitgang te ondergaan het binne 'n tydperk van 12 maande na verwydering uit 'n doeane- en aksynsvervaardigingspakuis en dat die goedere teruggestuur word na sodanige pakhuis binne hierdie tydperk.

**Deur die invoeging van Opmerking(s) 4 na Opmerking(s) 3(d) in Afdeling B van Deel 1 van Bylae No. 6 by die Doeane- en Aksynswet**

4. 'n Gelisensieëerde vervaardiger van goedere in item 619.03 beoog mag, indien omstandighede ontstaan wat die terugstuur van die goedere verhinder na daardie gelisensieëerde doeane- en aksynsvervaardigingspakhuis vir vernietiging soos beoog in daardie item, by die Kommissaris aansoek doen om die goedere te laat vernietig by die vervaardiger se eie verspreidings sentrum of 'n gespesialiseerde vernietigingsaanleg, met dien verstande dat:
- (i) Die verwydering na die goedgekeurde perseel plaasvind binne 'n tydperk van 12 maande voorgeskryf in Opmerking 3(a)(i);
  - (ii) die vernietiging en die ligging van sodanige vernietiging versoek word en vooraf goedkeuring van die Kommissaris verkry word alvorens die bier verwyder word vir vernietiging;
  - (iii) die vernietiging sal andersins onderhewig bly aan die voorsienings van item 619.03, die Opmerkings daarby, die Wet en sy reëls;
  - (iv) die vernietiging gaan word onder doeane toesig gedoen endien deur die Kommissaris vereis; en
  - (v) daar voldoen word aan enige ander vereiste wat die Kommissaris skriftelik mag bepaal.



## DEPARTMENT OF TRANSPORT

NO. R. 1411

24 DECEMBER 2020

## CIVIL AVIATION ACT, 2009 (ACT NO. 13 OF 2009)

## CIVIL AVIATION REGULATIONS, 2011

The Minister of Transport intends, in terms of section 155(1) of the Civil Aviation Act, 2009 (Act No. 13 of 2009) and on the recommendation of the Civil Aviation Regulations Committee (CARCom), to amend the Civil Aviation Regulations, 2011, by the amendment of the following Parts set out in Schedules below:

Schedule 1:	Part	1	(Definitions and Abbreviations relating to Part 61)
Schedule 2:	Part	43	(General Maintenance Rules)
Schedule 3:	Part	91	(General Aviation and Operating Flight Rules)
Schedule 4:	Part	96	(Commercial Operation of Non-type Certificated Aircraft)
Schedule 5:	Part	121	(Air Transport Operations – Carriage on Aeroplanes of more than 19 Passengers or Cargo)
Schedule 6:	Part	149	(Aviation Recreation Organisations)

The Director of Civil Aviation intends, in terms of section 163 of the Civil Aviation Act and on Recommendation of CARCom, to amend the Technical Standards by the amendment of the Following parts set out in the Schedules below:

Schedule 7:	SA CATS	66	(Aircraft Maintenance Engineer Licensing)
Schedule 8:	SA CATS	91	(General Aviation and Operating Flight Rules)
Schedule 9:	SA CATS	96	(Commercial Operation of Non-type Certificated Aircraft)
Schedule 10:	SA CATS	135	(Air Transport Operations – Carriage of less than 20 Passengers or Cargo)
Schedule 11:	SA CATS	149	(Aviation Recreation Organisations)
Schedule 12:	SA CATS	175	(Aeronautical Information Services)

Electronic copies of the draft Amendments are available in the South African Civil Aviation Authority website at [www.caa.co.za](http://www.caa.co.za) and may also be requested from Gugu Magagula at [MagagulaG@caa.co.za](mailto:MagagulaG@caa.co.za), Betty Monyeki at [MonyekiB@caa.co.za](mailto:MonyekiB@caa.co.za) and Zama Madonsela at [MadonselaZ@caa.co.za](mailto:MadonselaZ@caa.co.za)

Interested persons are hereby invited to submit written comments on these draft amendments on or before the **24 January 2021** to the Chairperson: CARCom, for the attention of.

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