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REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

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

**Contents**

<i>No.</i>		<i>Gazette No.</i>	<i>Page No.</i>
<b>GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS</b>			
<b>Environment, Forestry and Fisheries, Department of / Omgewingsake, Bosbou en Visserye, Departement van</b>			
135	National Environmental Management: Air Quality Act (39/2004): Draft Methodological Guidelines for Quantification of Greenhouse Gas Emissions .....	44190	13
<b>Justice and Constitutional Development, Department of / Justisie en Staatkundige Ontwikkeling, Departement van</b>			
136	National Prosecuting Authority Act (32/1998): Determination of Powers, Duties and Functions of a Special Director of Public Prosecutions.....	44190	14
<b>Employment and Labour, Department of / Indiensneming en Arbeid, Departement van</b>			
137	Labour Relations Act, 1995: Motor Industry Bargaining Council–MIBCO: Extension to non-parties of the Administrative Collective Agreement.....	44190	19
<b>South African Qualifications Authority / Suid-Afrikaanse Kwalifikasie-owerheid</b>			
138	National Qualifications Framework Act, 2008: Notice for public comments on SAQA's intention to recognize a new Professional Body and register professional designations.....	44190	62
<b>Department of Sports, Arts and Culture / Departement van Sport, Kuns en Kultuur</b>			
139	Heraldry Act (18/1962): Notice of change of name relating to the registration of a heraldic representation.....	44190	63
139	Heraldiekwet (18/1962): Kennisgewing van verandering van 'n naam betreffende die registrasie van 'n heraldiese voorstelling.....	44190	64

**GENERAL NOTICES • ALGEMENE KENNISGEWINGS**

<b>Legal Practice Council / Raad vir Regspraktyke</b>			
70	Legal Practice Act (28/2014), as amended: Call for comments – proposed Amendment Schedule 8 of the Rules..	44190	65
<b>Trade, Industry and Competition, Department of/ Handel, Nywerheid en Kompetisie, Departement van</b>			
71	Standards Act (8/2008): Standards matters: New Standard, Revision Standard and Cancelled Standard .....	44190	87
<b>Transport, Department of/ Vervoer, Departement van</b>			
72	Air Service Licensing Act (115/1990): Application for the Grant or Amendment of Domestic Air Service Licence ...	44190	91
73	International Air Service Act (60/1993): Grant/amendment of international air service license .....	44190	92

**BOARD NOTICES • RAADSKENNISGEWINGS**

5	Architectural Profession Act (44/2000): Rules for inquiry into alleged improper conduct .....	44190	93
6	Quantity Surveying Profession Act (49/2000): Call for comments on revised policies and code of professional conduct .....	44190	104
7	Architectural Profession Act (44/2000): Code of conduct for registered persons.....	44190	105



government  
printing

Department:  
Government Printing Works  
REPUBLIC OF SOUTH AFRICA

## HIGH ALERT: SCAM WARNING!!!

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

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

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

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

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

Example of e-mails these fraudsters are using:

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

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

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

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

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

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

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

## Fake Tenders

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

### How tender scams work

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

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

OR

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

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

Protect yourself from being scammed

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

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

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

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

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



# Closing times for **ORDINARY WEEKLY** **GOVERNMENT GAZETTE** **2021**

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

- **24 December 2020**, Thursday for the issue of Thursday **31 December 2020**
- **31 December 2020**, Thursday for the issue of Friday **08 January 2021**
- **08 January**, Friday for the issue of Friday **15 January 2021**
- **15 January**, Friday for the issue of Friday **22 January 2021**
- **22 January**, Friday for the issue of Friday **29 January 2021**
- **29 January**, Friday for the issue of Friday **05 February 2021**
- **05 February**, Friday for the issue of Friday **12 February 2021**
- **12 February**, Friday for the issue of Friday **19 February 2021**
- **19 February**, Friday for the issue of Friday **26 February 2021**
- **26 February**, Friday for the issue of Friday **05 March 2021**
- **05 March**, Friday for the issue of Friday **12 March 2021**
- **12 March**, Friday for the issue of Friday **19 March 2021**
- **18 March**, Thursday for the issue of Friday **26 March 2021**
- **25 March**, Thursday for the issue of Thursday **01 April 2021**
- **31 March**, Wednesday for the issue of Friday **09 April 2021**
- **09 April**, Friday for the issue of Friday **16 April 2021**
- **16 April**, Friday for the issue of Friday **23 April 2021**
- **22 April**, Thursday for the issue of Friday **30 April 2021**
- **30 April**, Friday for the issue of Friday **07 May 2021**
- **07 May**, Friday for the issue of Friday **14 May 2021**
- **14 May**, Friday for the issue of Friday **21 May 2021**
- **21 May**, Friday for the issue of Friday **28 May 2021**
- **28 May**, Friday for the issue of Friday **04 June 2021**
- **04 June**, Friday for the issue of Friday **11 June 2021**
- **10 June**, Thursday for the issue of Friday **18 June 2021**
- **18 June**, Friday for the issue of Friday **25 June 2021**
- **25 June**, Friday for the issue of Friday **02 July 2021**
- **02 July**, Friday for the issue of Friday **09 July 2021**
- **09 July**, Friday for the issue of Friday **16 July 2021**
- **16 July**, Friday for the issue of Friday **23 July 2021**
- **23 July**, Friday for the issue of Friday **30 July 2021**
- **30 July**, Friday for the issue of Friday **06 August 2021**
- **05 August**, Thursday for the issue of Friday **13 August 2021**
- **13 August**, Friday for the issue of Friday **20 August 2021**
- **20 August**, Friday for the issue of Friday **27 August 2021**
- **27 August**, Friday for the issue of Friday **03 September 2021**
- **03 September**, Friday for the issue of Friday **10 September 2021**
- **10 September**, Friday for the issue of Friday **17 September 2021**
- **16 September**, Thursday for the issue of Thursday **23 September 2021**
- **23 September**, Thursday for the issue of Friday **01 October 2021**
- **01 October**, Friday for the issue of Friday **08 October 2021**
- **08 October**, Friday for the issue of Friday **15 October 2021**
- **15 October**, Friday for the issue of Friday **22 October 2021**
- **22 October**, Friday for the issue of Friday **29 October 2021**
- **29 October**, Friday for the issue of Friday **05 November 2021**
- **05 November**, Friday for the issue of Friday **12 November 2021**
- **12 November**, Friday for the issue of Friday **19 November 2021**
- **19 November**, Friday for the issue of Friday **26 November 2021**
- **26 November**, Friday for the issue of Friday **03 December 2021**
- **03 December**, Friday for the issue of Friday **10 December 2021**
- **09 December**, Thursday for the issue of Friday **17 December 2021**
- **17 December**, Friday for the issue of Friday **24 December 2021**
- **23 December**, Thursday for the issue of Friday **31 December 2021**

## LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

**COMMENCEMENT: 1 APRIL 2018**

### NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

### EXTRA-ORDINARY

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

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3026.32** per page.

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

### CLOSING TIMES FOR ACCEPTANCE OF NOTICES

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

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

**All notices received after the closing time will be rejected.**

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days <b>after</b> submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

### GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

### EXTRAORDINARY GAZETTES

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

### NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website [www.gpwonline.co.za](http://www.gpwonline.co.za).
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za). The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
  - 8.1. Each of the following documents must be attached to the email as a separate attachment:
    - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
      - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
      - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
    - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
    - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
    - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
    - 8.1.5. Any additional notice information if applicable.

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

### QUOTATIONS

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

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

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

**CANCELLATIONS**

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

**AMENDMENTS TO NOTICES**

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

**REJECTIONS**

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

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

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

**GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY**

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

**LIABILITY OF ADVERTISER**

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

**CUSTOMER INQUIRIES**

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

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

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

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



## GOVERNMENT PRINTING WORKS - BUSINESS RULES

### PAYMENT OF COST

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

### PROOF OF PUBLICATION

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

## GOVERNMENT PRINTING WORKS CONTACT INFORMATION

#### Physical Address:

**Government Printing Works**  
149 Bosman Street  
Pretoria

#### Postal Address:

Private Bag X85  
Pretoria  
0001

#### GPW Banking Details:

**Bank:** ABSA Bosman Street  
**Account No.:** 405 7114 016  
**Branch Code:** 632-005

**For Gazette and Notice submissions:** Gazette Submissions:

**For queries and quotations, contact:** Gazette Contact Centre:

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

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

**Tel:** 012-748 6200

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

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

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

**Fax:** 012-323-9574



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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

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## DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES

NO. 135

19 February 2021

**DRAFT METHODOLOGICAL GUIDELINES FOR QUANTIFICATION OF GREENHOUSE GAS EMISSIONS**

I, Barbara Dallas Creecy, Minister of Forestry, Fisheries and the Environment, in terms of section 56 and section 57 of the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004) give notice of my intention to publish the Draft Methodological Guidelines for Quantification of Greenhouse Gas Emissions (Draft Methodological Guidelines), as indicated in the Schedule hereto.

The Draft Methodological Guidelines can be downloaded by the members of the public at the following website link: [https://www.environment.gov.za/legislation/gazetted\\_notices](https://www.environment.gov.za/legislation/gazetted_notices).

The public is invited to submit written representations or objections on the Draft Methodological Guidelines to the following addresses, within 30 days of publication of this notice in the *Gazette*:

By post to: The Director-General: Department of Environment, Forestry and Fisheries  
**Attention:** Mr Jongikhaya Witi  
Department of Environment, Forestry and Fisheries  
Private Bag X447  
Pretoria  
0001

By e-mail to: [GHGReporting@environment.gov.za](mailto:GHGReporting@environment.gov.za) with Subject Line: Draft Methodological Guidelines - Comments

Hand delivered at: Environment House, 473 Steve Biko Road, Arcadia, Pretoria, 0083.

Any inquiries in connection with the Draft Methodological Guidelines can be directed to Mr Jongikhaya Witi at Telephone number: 012 399 9151.

Kindly note that comments received after the closing date may not be considered.



**BARBARA DALLAS CREECY**  
**MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT**

## DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. 136

19 February 2021

**PRESIDENT'S MINUTE NO 278**

Under section 13(1)(c) of the National Prosecuting Authority Act, 1998 (Act No. 32 of 1998), and after consultation with Mr R.O.Lamola, Minister of Justice and Correctional Services and Adv S. Batohi the National Director of Public Prosecutions, I hereby appoint ADV. LEOGANG BALOYI, a Special Director of Public Prosecutions in the Special Commercial Crime Unit from 1 February 2021

Given under my Hand and the Seal of the Republic of South Africa at  
Cape Town.....on 31..... day of December..... Two Thousand and Twenty.

  
**PRESIDENT**  
**MINISTER OF THE CABINET**



**PROCLAMATION  
BY THE  
PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA**

**NATIONAL PROSECUTING AUTHORITY ACT, 1998  
APPOINTMENT OF AND DETERMINATION OF POWERS, DUTIES AND FUNCTIONS OF  
A SPECIAL DIRECTOR OF PUBLIC PROSECUTIONS**

Under section 13(1)(c) of the National Prosecuting Authority Act, 1998 (Act No. 32 of 1998), I hereby, after consulting with the Minister of Justice and Correctional Services and the National Director of Public Prosecutions—

- (a) appoint Adv. L. Balozi as a Special Director of Public Prosecutions with effect from 1 February 2021; and
- (b) confer, impose and assign, subject to the direction and control of the National Director of Public Prosecutions, the following powers, duties and functions on or to Adv. L. Balozi:
  - (i) To head the Specialised Commercial Crime Unit and to manage and direct the investigation and prosecution of commercial crime in order to contribute to economic stability and reduce commercial crime;
  - (ii) to manage and direct the investigation and prosecution of commercial crime in order to contribute to economic stability and reduce commercial crime;
  - (iii) to provide such advice or rendering such assistance to the National Director of Public Prosecutions as may be required to exercise the powers, carry out the duties and perform the functions which are conferred or imposed on or assigned to him by the Constitution or any other law.

Given under my hand and the Seal of the Republic of South Africa at Cape Town on this  
31<sup>st</sup> day of December Two Thousand and Twenty.

President

Minister of the Cabinet



**PRESIDENT'S MINUTE NO 279**

Under section 13(1)(c) of the National Prosecuting Authority Act, 1998 (Act No. 32 of 1998), and after consultation with Mr R.O. Lamola, Minister of Justice and Correctional Services and Adv S. Batohl the National Director of Public Prosecutions, I hereby appoint ADV. BONNIE EDWINA CURRIE-GAMWO a Special Director of Public Prosecutions in the Sexual Offences and Community Affairs Unit from 1 February 2021

Given under my Hand and the Seal of the Republic of South Africa at  
Cape Town on 31 day of December Two Thousand and Twenty.

A handwritten signature in blue ink, likely belonging to Cyril Ramaphosa, the President of South Africa at the time.

**PRESIDENT**

A handwritten signature in black ink, likely belonging to a member of the Cabinet.

**MINISTER OF THE CABINET**



**PROCLAMATION  
BY THE  
PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA**

**NATIONAL PROSECUTING AUTHORITY ACT, 1998:  
APPOINTMENT OF AND DETERMINATION OF POWERS, DUTIES AND  
FUNCTIONS OF A SPECIAL DIRECTOR OF PUBLIC PROSECUTIONS**

Under section 13(1)(c) of the National Prosecuting Authority Act, 1998 (Act No. 32 of 1998), I hereby, after consulting with the Minister for Justice and Correctional Services and the National Director of Public Prosecutions—

- (a) appoint Adv. Bonnie Edwina Currie-Gamwo as a Special Director of Public Prosecutions with effect from 1 February 2021; and
- (b) confer, impose and assign, subject to the direction and control of the National Director of Public Prosecutions, the following powers, duties and functions on or to Adv. B.E. Currie-Gamwo:
  - i. to head the Sexual Offences and Community Affairs Unit in the office of the National Director;
  - ii. to manage investigations and prosecutions of categories of offences and/or such offence(s) as directed by the National Director;
  - iii. to manage special projects and operations as per the directives of the National Director;
  - iv. to formulate policy and guidelines regarding capacity building, sensitisation and scientific functional training in respect of the investigation and prosecution of sexual offences, gender-based violence and crimes against women and children in developing good practices;



- v. to coordinate the establishment of Special Courts for the adjudication of sexual offences, gender-based violence and crimes against women and children;
- vi. to facilitate and/or formulate research techniques for the investigation and prosecution of sexual offences, gender-based violence and crimes against women and children;
- vii. to develop and implement community awareness programmes and plans for the participation of non-governmental organisations in processes and procedures aimed at the prevention and/or containment of sexual offences, gender-based violence and crimes against women and children in a coordinated manner and in close collaboration with key Governmental and non-Governmental stakeholders;
- viii. to coordinate training and develop training manual and mechanisms in relation to the investigation and prosecution of sexual offences, gender-based violence and crimes against women and children; and
- ix. generally, to provide such advice and/or render such assistance to the National Director as may be required to exercise the powers, carry out the duties and perform the functions which are conferred or imposed or assigned to the National Director by the Constitution and the law.

Given under my Hand and the Seal of the Republic of South Africa at Cape Town

on this 31 day of December Two Thousand and Twenty.



PRESIDENT



MINISTER OF THE CABINET

## DEPARTMENT OF EMPLOYMENT AND LABOUR

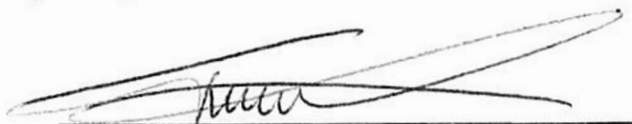
NO. 137

19 February 2021

## LABOUR RELATIONS ACT, 1995

**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO: EXTENSION TO  
NON-PARTIES OF THE ADMINISTRATIVE COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto which was concluded in the **Motor Industry Bargaining Council – MIBCO**, 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 August 2022.

  
**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 10/02/2021

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI  
NABASEBENZI BEMBONI YEZIMOTO:****UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI  
SOKUPHATHA SELULELWA KULABO ABANGEYONA INGXENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe WezemiSebenzi, Nezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini YeziMoto**, 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 isikhathi esiphela mhlaka 31 kuNcwaba 2022.



**MNUMZANE TW NXESI, MP**  
**UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI**  
**USUKU:** 10/05/2021



**SCHEDULE****THE MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO****COLLECTIVE ADMINISTRATIVE AGREEMENT**

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

**Retail Motor Industry Organisation - RMI**

and

**Fuel Retailers' Association of Southern Africa- FRA**

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

**National Union of Metalworkers of South Africa - NUMSA**

and

**Motor Industry Staff Association - MISA**

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Motor Industry Bargaining Council - MIBCO.



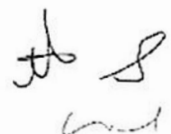
## TABLE OF CONTENTS

CLAUSE 1 - SCOPE OF APPLICATION .....	3
CLAUSE 2 - PERIOD OF OPERATION OF AGREEMENT .....	4
CLAUSE 3 - DEFINITIONS .....	4
CLAUSE 4 - EXEMPTIONS .....	15
CLAUSE 5 - WAGE EXEMPTIONS BOARD .....	16
CLAUSE 6 - INDEPENDENT BOARD .....	20
CLAUSE 7 - DEDUCTIONS FROM EARNINGS .....	23
CLAUSE 8 - ADMINISTRATION & ENFORCEMENT OF AGREEMENT .....	25
CLAUSE 9 - AGENTS .....	26
CLAUSE 10 - REGISTRATION OF EMPLOYERS AND EMPLOYEES .....	26
CLAUSE 11 - EXHIBITION OF AGREEMENT AND POSTING OF NOTICES .....	27
CLAUSE 12 - RECORDS TO BE KEPT BY EMPLOYERS .....	28
CLAUSE 13 - RETURNS TO THE COUNCIL .....	29
CLAUSE 14 - SUBSCRIPTIONS TO THE TRADE UNIONS AND EMPLOYERS' ORGANISATIONS .....	31
CLAUSE 15 - EMPLOYEES' REPRESENTATIVES ON THE COUNCIL .....	33
CLAUSE 16 - PROHIBITION OF CESSION OF BENEFITS .....	33
CLAUSE 17 - PRESUMPTIONS .....	33
CLAUSE 18 - CONTINGENCY RESERVE .....	34
CLAUSE 19- DISHONoured CHEQUES .....	36
CLAUSE 20 - REVISION OF WAGES .....	36
CLAUSE 21 - LEGAL COSTS .....	36
CLAUSE 22 - INTEREST CLAUSE .....	37
CLAUSE 23 - RESOLUTION OF DISPUTES .....	37



**CLAUSE 1 - SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed by all employers and employees in the registered scope of the Council;
- (a) in the Republic of South Africa,
- (i) by the employers and the employees in the Motor Industry who are members of the employers' organisations and/or the trade unions respectively; and
- (ii) by non-parties, to the extent that the Minister has granted an extension of this agreement to non-parties in terms of section 32 of the LRA.
- (b) excluding those in terms Section 2 of the LRA:
- (i) the National Defence Force;
- (ii) the National Intelligence Agency; and
- (iii) the South African Secret Service.
- (2) Notwithstanding the provisions of sub clause (1), the provisions of this Agreement shall apply to apprentices and learners in terms of Chapter IV of the Skills Development Act, Act No. 97 of 1998; and
- (3) The provisions of Clauses 1(1)(a)(ii), 2, 8, 9, and 15 of this Agreement shall, subject to the extension of this agreement to non-parties by the Minister in terms of section 32 of the Act, not apply to employers and employees who are not members of the employers' organisations and trade unions who entered into this agreement.



## CLAUSE 2 - PERIOD OF OPERATION OF AGREEMENT

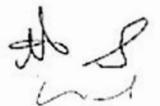
This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in operation for the period ending 31 August 2022.

## CLAUSE 3 - DEFINITIONS

Any expressions used in this Agreement that are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females; further, unless inconsistent with the context:

The headings do not govern or affect the interpretation of this Agreement;

- (1) **'Act'** means the Labour Relations Act 66 of 1995 as amended from time to time;
- (2) **'Apprenticeship'** means a learnership in respect of a listed, and includes a trade-test in respect of the trade as defined in the Skills Development Act;
- (3) **'Area A (EC)'** means the Magisterial District of East London, the municipal areas of Despatch, Port Elizabeth and Uitenhage;
- (4) **'Other Areas (EC)'** means the Magisterial Districts of Aberdeen, Adelaide, Albany, Albert, Alexandria, Aliwal North, Barkly East, Bathurst, Bedford, Calitstdorp, Cathcart, Colesberg, Cradock, Elliot, Fort Beaufort, George, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Indwe, Jansenville, Joubertina, King William's Town, Kirkwood, Knysna, Komga, Lady Grey, Maclear, Middelburg (C.P.), Moiteno, Mosselbay, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth (excluding the municipal area of Port





Elizabeth), Queenstown, Somerset East, Sterkstroom, Steynsburg, Steytleville, Stockenström, Stutterheim, Tarka Uitenhage (excluding the municipal area of Uitenhage), Uniondale, Verterstad, Willowmore and Wodehouse;

- (5) **'Area A (KZNL)'** means the Magisterial Districts of Chatsworth, Durban, Pietermaritzburg and Pinetown and the municipal areas of Ladysmith, Newcastle and Umhlanga Rocks;
- (6) **'Other Areas (KZNL)'** means the districts and areas in the Province of Kwazulu Natal not referred to in Area A (KZNL), and the Magisterial District of Mount Currie;
- (7) **'Area A (FS & NC)'** means the Magisterial District of Bloemfontein and the municipal areas of Kimberley, Sasolburg and Welkom;
- (8) **'Other Areas (FS & NC)'** means the Province of the Free State, excluding those districts and areas referred to in Area A (FS & NC), and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Phillipstown, Postmasburg, Prieska, Upington, Vryburg and Warrenton [but excluding those municipal areas included in Area A (FS & NC)];
- (9) **'Area A (Highveld)'** means the Magisterial Districts of Oberholzer, Randfontein and Westonaria, and the municipal areas of, Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Gauteng), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Midrand, Nigel, Potchefstroom, Randburg, Roodepoort-Maraiburg, Sandton, Springs, Vanderbijlpark and Vereeniging;
- (10) **'Other Areas (Highveld)'** means the Magisterial Districts of Amersfoort, Amsterdam, Balfour, Bethal, Bloemhof, Breyten, Christiana, Coligny, Davel,



Delareyville, Delmas, Ermelo, Fochville, Heidelberg, Lichtenburg, Nigel, Orkney, Ottosdal, Piet Retief, Pongola, Schweizer Reneke, Standerton, Stilfontein, Volksrust, Wolmaransstad, Wakkerstroom, and the municipal areas of Amalia, Armadene, Bank, Biesiesvlei, Bosfontein, Claudina, Chrissiesmeer, Dasville, De Deur, Devon, Ebner-on-Vaal, Eendracht, Eikenhof, Eloff, Evander, Evaton, Glenharvie, Gollel, Grasmere, Greylingstad, Grootvlei, Hartebeesfontein, Hekpoort, Holmdene, Kinross, Klipdrift, Kliprivier, Klipvalley, Leeudoringstad, Leslie, Lothair, Magaliesberg, Makokskraal, Makwassie, Migdol, Moolman, Moosrivier, Morgenzon, Muldersdrift, Paardekraal, Perdekop, Plat Rand, Redan, Residensia, Rykaartspas, Sannieshof, Sibasa, Sundra, Sebokeng, Trichardt, Val, Van Wyksrust, Venterspost, Vermaas, Welbekend, Welverdiend, Walkerville, Zuurbekom, but excluding those Districts and Areas referred to in Area A (Highveld);

- (11) **'Area A (Northern Region)'** means the municipal areas of Akasia, Middelburg (Mpumalanga), Nelspruit, Pietersburg, Potgietersrus, Pretoria, Rustenburg, Centurion and Witbank;
- (12) **'Other Areas (Northern Region)'** means the Magisterial Districts of Barberton, Belfast, Brits, Bronkhorstspuit, Carolina, Cullinan, Eerstehoek/Badplaas, Ellisras, Groblersdal, Koster, Letaba (includes Tzaneen), Lydenburg, Marico (includes Zeerust), Messina, Moutse, Phalaborwa, Pilgrims Rest (includes Graskop and Sabie), Sibasa, Soshanguve, Soutpansberg (includes Louis Trichardt), Swartruggens, Thabazimbi, Warmbaths, Waterval Boven, White River and Waterberg (includes Nylstroom), but excluding those Districts and Areas referred to in Area A (Northern Region) and the Areas as it existed prior to the proclamation of the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993).
- (13) **'Area A (WP)'** means the Magisterial Districts of Bellville, Goodwood, Kuils River, Simon's Town, The Cape and Wynberg, and the municipal areas of Paarl, Somerset West, Stellenbosch and Strand;

- (14) **'Other Areas (WP)'** means the Magisterial Districts of Beaufort West, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (C.P.), Hermanus, Hopefield, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Alfred, Riversdale, Robertson, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston and Worcester, but excluding those municipal areas referred to in Area A (WP);
- (15) **'B/A journeyman'** means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who under the supervision of a journeyman performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of 'Motor Industry' in this Agreement, or an employee who is able to prove to the satisfaction of the Regional Council concerned not less than three-and-a-half years' experience as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant with any employer in the 'Motor Industry' as defined;
- [Note: Regarding the proof required of three-and-a-half years' experience, a certificate of service shall be issued by the employer in which it is certified that the employee concerned had served either as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant, which certificate in turn shall be verified by the Regional Council concerned, and the employee shall submit proof of having attended the proper course at a duly registered group training centre.];
- (16) **'Council'** means the Motor Industry Bargaining Council – MIBCO, registered in terms of section 29 of the Act;





- (17) **'Constitution'** means the constitution of the Council;
- (18) **'Establishment'** means any workplace or any other place where an employer carries on business or keeps employment records in or on which the Industry, or any part thereof, as defined in this Agreement;
- (19) **'Independent Board'** means the Board established by the Council in terms of section 32 of the Act, to consider and to determine the outcome of all appeals on exemptions submitted by parties and non-parties for exemption from the provisions of all the Councils published collective agreements and the withdrawal of such an exemption by the Council. Exemptions in this regard, will refer to, and include any or all exemptions from any provision of the Main Agreement, this agreement and provident fund agreements, which the Council has the authority to grant.;
- (20) **'journeyman'** means a person who performs journeyman's work and who -
- (a) has served an apprenticeship in a designated trade in accordance with the requirements of the Skills Development Act in accordance with a written contract approved by any Regional Council; or
  - (b) is in possession of a Grade A membership card issued by MISA or NUMSA; or
  - (c) is in possession of a certificate issued to him in terms of the Skills Development Act; or
  - (e) is in possession of an identity card issued by the Regional Council;
- (21) **'Learner'** includes an apprentice as defined in the Skills Development Act;





- (22) **'Learnership'** means a learnership as described in chapter 4 (Learnerships) of the Skills Development Act and includes an apprenticeship;
- (23) **'Main Agreement'** means the agreement in which wages and other conditions of service are agreed for employees by the parties to the agreement in the Motor Industry, subject to extension of the agreement to non-parties by the Minister;
- (24) **'Motor Industry'** or **'Industry'**, without in any way limiting the ordinary meaning of the expression and subject to the provisions of any demarcation determination made in terms of section 62 of the Labour Relations Act, 1995, includes -
- (a) assembling, erecting, testing, remanufacturing, repairing, installing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with -
    - (i) chassis and/or bodies of motor vehicles;
    - (ii) internal combustion engines and transmission components of motor vehicles;
    - (iii) the electrical and electronic equipment and/or devices mainly exclusively connected with motor vehicles;
  - (b) automotive engineering;
  - (c) Auto valet establishments;
  - (d) repairing, vulcanising and/or retreading tyres;
  - (e) repairing, servicing and/or reconditioning batteries for motor vehicles;



- (f) the business of parking and/or storing motor vehicles;
- (g) the business conducted by filling and/or service stations including ancillary activities forming part of a filling station linked to the convenience store environment inclusive of the preparing, serving and selling of food/beverages of customers but excluding activities of separately registered establishments whose sole activities relates to the restaurant, tea room and catering environment;
- (h) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises that are attached to a portion of an establishment wherein is conducted the assembly of or repair of motor vehicles is carried out;
- (i) the business of motor graveyards;
- (j) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;
- (k) motor vehicle body building;
- (l) the sale of tractors, agricultural and irrigation equipment (not connected with the manufacture thereof) in the Republic of South Africa, but excluding the Magisterial District of Kimberley, in respect of the sale of:
  - (i) agricultural and irrigation equipment; and
  - (ii) tractors, except when undertaken by establishments substantially engaged in the sale and/or repair of other motor vehicles.



For the purposes of this definition -

**'automotive engineering'** means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishments are engaged in the dismantling and repair of motor vehicles or not;

**"Auto valet establishment"** means an establishment associated with filling and/or service stations forming part of the same enterprise within the Motor Industry wherein the under mentioned activities pertaining to motor vehicles in or on the premises of such establishment are carried out:

- (a) Steam cleaning of chassis/or engines;
- (b) Washing and/or polishing of the exterior/body;
- (c) Vacuuming and/or cleaning of upholstery and/or interior;
- (d) Painting and/or polishing of tyres; and
- (e) Driving and/or parking of vehicles on premises of a valet establishment.

**"motor vehicle"** means any wheeled conveyance propelled by mechanical power (other than steam) or electrically and designed for haulage and/or for the transportation of persons and/or goods and/or loads and includes trailers and caravans and shall not include any equipment designed to run on fixed tracks, on air crafts.

**"Motor vehicle body building"** means any or all of the following activities carried on in a motor vehicle body building establishment, but shall not include motor vehicle body building done by assembly establishments incidentally to the assembling of motor vehicles:

- (a) The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;

- (b) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure and the assembling, adjusting and installation of parts in cabs or bodies or on the superstructure of vehicles;
- (c) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of motor vehicle;
- (d) coating and/or decoration of cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
- (e) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or any superstructure;
- (f) building of trailers, but not including the manufacture of wheels or axles therefore; and
- (g) all operations incidental to or consequent upon the activities referred to in paragraphs (a), (b), (c), (d), (e) and (f) above.

For the purposes of this definition, 'vehicle' does not include an aircraft and 'Motor Industry' as defined above does not include the following:

- (a) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale, or the sale of motor spare parts and accessories by assembly establishments from such establishments;
- (b) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries or motor trucks;





- (c) the manufacturing and/or maintenance and/or repair of -
- (i) civil and mechanical engineering equipment, and/or parts thereof, whether or not mounted on wheels;
  - (ii) agricultural equipment or parts thereof; or
  - (iii) equipment designed for use in factories and/or workshops;

Provided that for the purposes of paragraphs (a), (b) and (c) above, 'equipment' shall not be taken to mean motor cars, motor lorries and/or motor trucks;

- (iv) motor vehicle or other vehicle bodies and/or parts or components thereof made of steel plate of 3,175 mm thickness or thicker when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale; and
- (d) assembly establishments which shall mean establishments wherein motor vehicles are assembled from new components on an assembly line and includes the manufacture and/or fabricating of any motor vehicle parts or components when carried on in such establishments, but shall not include motor vehicle body building, except in so far as it is carried on incidentally to the assembly of motor vehicles, other than caravans and trailers.

- (25) 'PFA' means the Pension Funds Act 24 of 1956 as amended from time to time;
- (26) 'Region EC' means those areas defined as 'Area A (EC)' and 'Other Areas (EC)';



- (27) **'Region KZN'** means the Province of Natal as it existed prior to the promulgation of the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993) and the Magisterial District of Mount Currie;
- (28) **'Region FS & NC'** means those areas defined as 'Area A (FS & NC)' and 'Other Areas (FS & NC)';
- (29) **'Region Highveld'** means those areas defined as 'Area A (Highveld)' and 'Other Areas (Highveld)';
- (30) **'Northern Region'** means those areas defined as 'Area A (Northern Region)' and 'Other Areas (Northern Region)';
- (31) **'Region WP'** means those areas defined in 'Area A (WP)' and 'Other Areas (WP)';
- (32) **'Regional Council'** means a committee appointed as such by the Council in terms of its Constitution;
- (33) **'Republic of South Africa'** means the Republic of South Africa as defined in the Republic of South Africa Constitution Act 108 of 1996 as amended;
- (34) **'Skills Development Act'** means the Skill Development Act 97 of 1998 as amended;
- (35) **'week'** means -
- (a) for the purposes of clause 13 (Returns to the Council) of this Agreement, a period of seven consecutive days commencing at midnight on a Sunday;
  - (b) for the purposes of the remaining clauses of this Agreement, a period of seven consecutive days.



**CLAUSE 4 - EXEMPTIONS**

- (1) Exemption from any of the provisions of any of the Council's Agreements may be granted by the Council , to any party or non-party on application.
- (2) Application for exemption to the Council shall be made, in a form prescribed by the Council to the General Secretary of the Council.
- (3) The Council shall fix the conditions subject to which such exemptions shall be valid, and may, if it deems fit, after one week's notice has been given, in writing, to the person(s) concerned, withdraw any certificate of exemption.
- (4) Should a party wish to appeal a decision of the Council to refuse to grant an exemption or to withdraw any licence of exemption granted to it, other than a decision relating to an application for exemption relating to actual and/or guaranteed increases, it shall appeal, within 14 calendar days of receiving reasons in writing of such refusal or withdrawal, the decision of the Council to the Independent Board. Written reasons shall only be furnished to a Party upon receipt of a written request for such reasons by the Council no later than 14 calendar days from the date of receipt of written notification of such refusal or withdrawal. In the event of an appeal against the decision of the Exemptions to withdraw an exemption of a party, such decision to withdraw shall not be implemented before the outcome of the appeal to the Independent Board.
- (6) The General Secretary of the Council shall issue to every person granted an exemption, a certificate signed by him setting out -
  - (a) the name of the person concerned;
  - (b) the provisions of this Agreement from which exemption is granted;
  - (c) the conditions subject to which such exemption is granted; and
  - (d) the period during which the exemption shall be valid.



**CLAUSE 5 - WAGE EXEMPTIONS BOARD**

- (1) The Council hereby establishes the Wage Exemptions Board ("the Board"). The Board shall have sole jurisdiction to consider applications for exemption by individual employers to pay a lesser wage increase and/or guaranteed increase.
- (2) The Board shall consist of 6 members who shall include the General Secretary of the Council who shall also act as chairperson of meetings of the Board.
- (3) The members of the Board shall include:
  - a) Two independent labour representatives;
  - b) Two independent business representatives; and
  - c) An Auditor.

The members of the Board shall be required to *inter alia* possess the following qualities:

- (i) the ability to be objective, independent and impartial;
- (ii) sound decision-making skills;
- (iii) leadership qualities, particularly in respect of exercising sound judgment;
- (iv) be a person in whose impartiality and integrity the public can have confidence;
- (v) understand and comply with confidentiality requirements;
- (vi) working knowledge and experience of labour and collective bargaining matters; and
- (vii) knowledge and understanding of judicial / quasi-judicial processes.

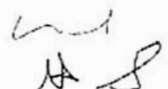




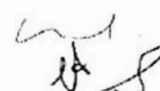
- (4) The General Secretary shall convene board meetings as and when required by giving at least 14 (fourteen) days written notice to members of the Board. Such notice shall include the Agenda and such other information as may be necessary to prepare for such meeting.
- (5) The following procedure shall apply to wage exemptions:
- (a) An employer that applies for an exemption in order to pay a lesser wage increase or to be exempted from paying on actuals shall complete the wage exemption application form available on request from the Council for consideration by the Board.
  - (b) The employer shall consult its employees on the employer's intention to apply for an exemption and the application for exemption must contain details and proof of the consultation process. The proof of the consultation process shall include written confirmation by the employer that the substantive reasons motivating for the application for exemption have been disclosed to its employees.
  - (c) The employer, in the application shall furnish all relevant financial information supporting the motivation for the exemption applied for.
  - (d) The Board shall make a decision on the application for an exemption within 30 days from the date upon which it was lodged with the Council.
  - (e) If an application for exemption is granted to an employer and written proof of such exemption is issued to the employer, the employer shall ensure that such written proof of exemption is contained and displayed at all establishments to which the exemption is applicable.



- (6) In the case of an application for exemption relating to actual and / or guaranteed increases the following procedure shall apply:
- (a) Individual employers seeking exemption to pay a lesser actual wage increase and/or a guaranteed increase or to be exempted from paying such must obtain the wage exemption application form available on request from the Council for consideration by the Board.
  - (b) Applications for exemption not to pay the agreed prescribed minimum wage increases will not be accepted or considered in terms of these exemption procedures.
  - (c) The application must be lodged with the Council and must include the following supporting documents –
    - (i) Formal financial information;
    - (ii) A written motivation; and
    - (iii) Details and proof of the consultation process between the employer, employees and relevant MIBCO Trade Unions.
  - (d) Applications must be lodged with the Council and considered within 21 calendar days from the date the Council has circularised all employers with the amending Agreements and wage schedules, either hand delivered or by registered mail or by fax or E-mail, in the prescribed format.
  - (e) The Board must make a decision on the application within 14 calendar days of the conclusion of the first period, i.e. 21 days as referred to in sub-clause (d) hereof.



- (f) Applicant employers shall be advised of the outcome within seven days by fax where applicable and by registered mail.
  - (g) Establishments may appeal to the Independent Board within 14 calendar days from the date of receipt of the registered post or fax advising of the rejection of the application.
  - (h) All hearings will be attended by the Council's Auditors to assist with the interpretation of the financial information.
- (7) The General Secretary of the Council shall -
- (a) number consecutively all licences issued;
  - (b) retain a copy of each licence issued; and
  - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.
- (8) The General Secretary of the Council shall issue to every person granted a licence, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub-clauses (6) and (7) above.
- (9) The Council shall determine on an annual basis, for the avoidance of any doubt, at the beginning of each financial year the remuneration to be paid to the members of the Board other than the General Secretary for their services to the Council.



**CLAUSE 6 - INDEPENDENT BOARD**

- (1) In terms of section 32(3)(e) of the Act the Council hereby establishes an independent body, to be known as the Independent Board, to consider appeals from parties and non-parties against a refusal by the Exemptions Board of a party's or non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:
- (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be a representative, office bearer or official of the Council or party to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:
- (i) the ability to be objective, independent and impartial;
  - (ii) sound decision-making skills;
  - (iii) leadership qualities, particularly in respect of exercising sound judgment;
  - (iv) be a person in whose impartiality and integrity the public can have confidence;
  - (v) understand and comply with confidentiality requirements;
  - (vi) working knowledge and experience of labour and collective bargaining matters; and
  - (vii) knowledge and understanding of judicial / quasi-judicial processes.
- (b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.





- (2) Any party or non-party may lodge an appeal with the Independent Board against the decision of the Council, or Wage Exemptions Board, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:
- (a) An appeal shall be in writing and shall be addressed to the General Secretary of the Council for consideration by the Independent Board.
  - (b) All appeals lodged by non-parties shall be considered by the Independent Board with due regard to the Appeal criteria set out in subclause 7 (**Exemption criteria**) of this clause 6.
  - (c) All appeals to the Independent Board shall be substantiated or motivated by the applicant and shall include the following details:
    - (i) the period for which the exemption is required;
    - (ii) the Agreement and clauses or subclauses of the Agreement from which exemption is required;
    - (iii) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.
- (3) The Independent Board may, having regard to the individual merits of each appeal, grant or refuse the appeal if -
- (a) it does not undermine the agreement;
  - (b) it is fair to the employer or his employees and other employers and employees in the Industry.



- (4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted. The Independent Board may however defer a decision to a following meeting if additional motivation or substantiation or information is considered necessary to make a decision on the appeal.
- (5) Once the Independent Board has granted an exemption, it must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.
- (6) When the Independent Board dismisses or dismisses part of an appeal for exemption it shall advise the applicant(s) within 14 days of the date of such decision.
- (7) **Exemption criteria:** The Independent Board must consider all appeals with reference to the following criteria:
- (a) the written substantiation and motivation submitted by the applicant;
  - (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
  - (c) the scope of exemption required;
  - (d) the infringement of basic conditions of employment rights;
  - (e) the fact that a competitive advantage is not created by the exemption;
  - (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;



- (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Motor Industry;
  - (h) any existing special economic or other circumstances which warrant the granting of the exemption;
  - (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
  - (j) any recommendation from the Council.
- (8) The Council shall determine on an annual basis, for the avoidance of any doubt, at the beginning of each financial year the remuneration to be paid to the members of the Board other than the General Secretary.

#### CLAUSE 7 - DEDUCTIONS FROM EARNINGS

- (1) Unless otherwise provided for in this Agreement or the Main Agreement, no deductions or set-off of any description, shall be made from the earnings that an employee would normally be entitled to receive other than the following:
- (a) Deductions made with the written consent of the employee and of the Regional Council or the Council for –
    - (i) holiday, insurance, provident and/or pension funds or medical aid schemes where these are not administered by a Regional Council or the Council, and where an employee through negotiations between himself and his employer agrees on the amount to be paid by the employee to accept board and/or lodging from his employer;
    - (ii) tea, sports or similar clubs;





- (iii) purchases by employees from their employers;
- (iv) traffic fines in cases where the guilty person(s) have been identified beyond doubt; provided that in the event of an employee being required to drive an unroadworthy or unlicensed vehicle, such fines shall be excluded;

Provided that in the case of Division B employees who are in receipt of remuneration, excluding commission on sales, in excess of amounts as determined by Council from time to time, the deductions referred herein, together with other similar deductions, may be made subject to the written consent of the employee only: Provided further that such deductions are not in conflict with any contract on commission work that exist between the employer and employee.

- (b) Contributions to Council funds in terms of clause 13 of this Agreement and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council.
- (c) Any amount paid by an employer compelled by law, ordinance, or legal process to make payment on behalf of an employee.
- (d) Subscriptions to MISA and NUMSA, in terms of clause 14 of this Agreement, or to such other registered trade union as may be approved by a Regional Council or the Council.
- (d) Any amount an employer deducts to pay a financial institution approved by the Council in respect of a housing loan for which any of the Pension or Provident Funds administered by the Council provide collateral security.



- (2) An employer who has made a deduction in terms of this sub-clause shall pay the amount deducted to the Secretary of the Regional Council concerned by not later than the 10th day of the month following that during which the deduction was made, or in the case of sub-clause 1(e) to the appropriate person or authority in terms of any law, ordinance or legal process or to the approved financial institution referred to in that sub-clause: Provided that the maximum deduction may not exceed 30% of an employee's weekly/monthly earnings including deductions for the payment of housing loans, and provided further that statutory deductions will not form part of this limitation.
- (3) Subject to the provisions of Clause 22 of this Agreement, should any amount due in terms of this clause not be received by the Council by the 16th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in terms of clause 22 of this Agreement, from such 16th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

#### **CLAUSE 8 - ADMINISTRATION & ENFORCEMENT OF AGREEMENT**

- (1) The Motor Industry Bargaining Council - MIBCO, registered in terms of section 29 of the Act, hereinafter referred to as the "Council", shall be the body responsible for the administration, interpretation, implementation and enforcement of any provision of this Agreement, the Main Agreement or any other collective Agreements entered into by the parties to the Council.
- (2) The Council may, in terms of its Constitution, appoint Regional Councils for such Regions as it may establish from time to time.



**CLAUSE 9 - AGENTS**

- (1) The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and any other collective agreement of the Council, and it shall be the duty of every employer and every employee to permit such persons to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, question such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement and any other collective agreement of the Council are being observed.
- (2) The Council may also request the Minister to appoint the designated agents referred to in section 33 of the Act whose functions shall include the promotion, monitoring and enforcement of any collective bargaining agreement of the Council.

**CLAUSE 10 - REGISTRATION OF EMPLOYERS AND EMPLOYEES**

- (1) Every employer, unless he has already done so, shall in respect of each place at which he carries on business, complete a statement in the form of Annexure A, to this Agreement and lodge such statement with the secretary of the Regional Council within whose area of jurisdiction such place of business is situated, not later than 30 days after the date -
- (a) on which this Agreement comes into operation in the case of any place(s) of business which he is operating at that date; or
- (b) Date of the commencement or discovery of the business at any such place.



- (2) Every employer shall, within one month after such change, notify the secretary of the Regional Council concerned of any change in -
- (a) the ownership; and/or
  - (b) the name; and/or
  - (c) the address; and/or
  - (d) the partners, directors, members or managers of the business.

#### **CLAUSE 11 - EXHIBITION OF AGREEMENT AND POSTING OF NOTICES**

Every employer upon whom this Agreement is binding must -

- (a) keep a copy of the Collective Agreements available in the workplace at all times;
- (b) make that copy available for inspection by any employee; and
- (c) give a copy of the collective agreement -
  - (i) to an employee who has paid the prescribed fee; and
  - (ii) free of charge, on request, to an employee who is a trade union representative.
- (d) affix and keep affixed in some conspicuous and readily accessible place upon his premises the undermentioned documents, which must be printed in legible characters in two official languages of the Republic of South Africa:
  - (i) a notice in the form specified by the Council, specifying the day of the week or month, as the case may be, and the time and place at which wages will ordinarily be paid each week or month, as the





case may be;

- (ii) a notice containing the official address of the Provincial Director, of the Department of Labour and of the secretary of the Regional Council within whose area of jurisdiction the employer is carrying on his business;
- (iii) a notice containing the starting and finishing times of each shift, in the case of filling and/or service stations where forecourt attendants are employed on a shift system.

## CLAUSE 12 - RECORDS TO BE KEPT BY EMPLOYERS

### (1) *Hours and wages record:*

- (a) Every employer shall, in respect of and at each place where he conducts business, keep available for inspection at all times records containing at least the following information:
  - (i) The employee's name and occupation, identity number / passport or permit number;
  - (ii) The time worked by each employee;
  - (iii) The remuneration paid to each employee;
  - (iv) The date of birth of any employee under 18 years of age; and
  - (v) Any other prescribed information.
- (b) Every employer shall keep the record referred to in paragraph (a) of this subclause for a period of three years from the date of the last entry in the record.



- (2) **Attendance record:** Every employer shall have available an attendance register in the form of BCEA 3 to the regulations promulgated in terms of the Basic Conditions of Employment Act, 1997, in which any employee who wishes to do so may, and every employee whose employer requires him to do so, shall record his correct times of arrival at and departure from work.

### CLAUSE 13 - RETURNS TO THE COUNCIL

- (1) Every employer shall on each pay-day deduct from the earnings of each of his employees, other than apprentices, the levies specified in subclause (5) of this clause.
- (2) Every employer shall contribute and add to the levies deducted in terms of subclause (1) levies of an equal amount.
- (3) The total amount of levies deducted from the earnings of employees and contributed by employers in terms of subclauses (1) and (2) of this clause, respectively, shall be paid each month to the Council and shall be accompanied by a written or electronic statement containing the following details:
- (a) The total number of employees employed and the total amount of levies remitted in respect of such employees; and
- (b) in respect of all other employees, including apprentices -
- (i) the family name, initials, sex, date of birth, occupation and identity number ( in the case of an employee who is not a South African citizen a passport number and a work permit number);
- (ii) the amount of the levy remitted in respect of each employee;
- (iii) the date on which service began or the date on which service ended, in the case of employees whose employment began or ended since the details were last submitted.



[Note: Journeymen shall be given numbered identity cards by the Council, and the trade union numbers must be inserted on monthly returns in terms of clause 14(1)(a) of this Agreement.]

- (4) Every employer shall pay the total amount of the levies payable and render the statement of details required each month in terms of subclause (3) of this clause to the secretary of the Regional Council concerned by not later than the 10th day of the month immediately following the month to which the levies and details relate.

- (a) The postal addresses of the secretaries of the various Regional Councils are as follows:

Region EC: PO Box 7270, Port Elizabeth, 6055;  
Region KZNL: PO Box 17263, Congella, 4013;  
Region FS & NC: PO Box 910, Bloemfontein, 9300;  
Region Highveld: PO Box 2578, Randburg, 2125;  
Region Northern: PO Box 13970, Hatfield 0028,;  
Region WP: PO Box 17, Bellville, 7535.

- (b) Forms prepared specifically for the inclusion of the details required by this clause are obtainable on application from the secretary of the Regional Council concerned.

- (5) The contributions in terms of subclause (1), shall be the sum of R3.14 (three rand fourteen cents) per week applicable to Employers and Employees:

Provided that -

- (i) where an employee receives wages for less than 23 hours, or has worked for less than 23 hours in a particular week, no contributions shall be payable by or in respect of him for that week; and

- (ii) before an employee proceeds on annual leave, contributions due in respect of the period during which he is to be on leave shall be deducted.
- (6) Subject to the provisions of clause 22 of this Agreement, should any amount due in terms of this clause not be received by the Council by the 16th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 22 of this Agreement from such 16th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.
- (7) The Council shall allocate all payments received from employers, including amounts which are not paid on due date or amounts which are due in terms of a DRC award, for the relevant period for which such payment is applicable.

#### **CLAUSE 14 - SUBSCRIPTIONS TO THE TRADE UNIONS AND EMPLOYERS' ORGANISATIONS**

- (1) (a) Every employer shall deduct from the wages of each of his employees concerned who are members of any of the Trade Unions that are Party to the Council, the amount of the subscription payable by such employees to the trade unions and shall pay to the Council's Shared Services Centre (SSC) having jurisdiction in the area concerned, the amount thus deducted and render a written statement containing the following details in respect of each employee from whose wages subscriptions have been deducted:
  - (i) The family name and initials, identity number/passport of permit number;



- (ii) the trade union name and membership number;
  - (iii) the amount deducted; and
  - (iv) the period in respect of which subscriptions were deducted.
- (b) Every employer shall pay the subscriptions deducted and render the statement required in terms of paragraph (a) to the SSC by not later than the 10th day of the month immediately following the month to which the subscriptions relate.
- (c) Every employer shall record in each employee's pay slip who is a member of a trade union party to the council, the name of the trade union which the deduction was made in favor of.

[**Note:** Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the secretary of the Regional Council concerned.]

- (2) Every employer who is a member of the employers' organisations shall not later than the 10th day of each month forward to the secretary of the Regional Council concerned one twelfth of his annual subscriptions payable to the relevant employers' organisation, should such subscriptions not already have been paid direct to the said organisation.
- (3) Subscriptions received by the Council in accordance with the provisions of subclauses (1) and (2) of this clause on behalf of the employers' organisations and the trade unions shall be paid to the organisation or the trade union in question by not later than the 10th day of the month following that during which the subscriptions were received.
- (4) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is





payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 22 of this Agreement from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

#### **CLAUSE 15 - EMPLOYEES' REPRESENTATIVES ON THE COUNCIL**

Employees' representatives on the Council or any Regional Council shall be given every reasonable facility by their employers to attend their duties in connection with meetings of such Councils.

#### **CLAUSE 16 - PROHIBITION OF CESSION OF BENEFITS**

No benefit arising out of an employee's contract of service, whether due by his employer or the Council, shall be capable of being ceded, and any such cession by an employee is prohibited. No purported cession of such benefits shall be binding on or be recognised by the Council or his employer unless such cession is in respect of moneys advanced by the Contingency Reserve provided for by clause 18 of this Agreement.

#### **CLAUSE 17 - PRESUMPTIONS**

An employee shall be deemed to be working in the employ of an employer, in addition to any period during which he is actually so working, during -

- (a) any period during which, in accordance with the requirements of his employer, he is present at or in any establishment;
- (b) any period during which he is in charge of any vehicle used in the industry, whether or not it is being driven;





- (c) the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (d) the whole of any interval in his work if the duration of such interval is not shown in the records required to be kept in terms of clause 12 of this Agreement:

Provided that, if it is proved that any such employee was not working and was free to leave the premises during any part of any period referred to in paragraphs (b), (c), (d) or (e), the presumption established by this clause shall not apply in respect of such employee with reference to that part of such period.

### CLAUSE 18 - CONTINGENCY RESERVE

- (1) Leave pay, holiday bonus and additional holiday pay in the possession of the Council from employees who are members of the respective party trade unions and unclaimed by the beneficiaries after the expiration of three years from the date of receipt shall be paid -
  - (a) to Contingency Reserve A where the beneficiary is a member of MISA;
  - (b) to Contingency Reserve C, where the beneficiary is member of NUMSA; and
  - (c) to Contingency Reserve, where the beneficiary is an employee who is a non-party to this agreement.
- (2) Contingency Reserves A and 'C' (hereinafter referred to as the 'Reserves') shall be utilised for the benefit of employees who are members of the respective trade unions provided that -
  - (i) any such leave pay or additional holiday pay or part thereof as the



Council may regard as being in excess of what is required to finance the Reserves shall be forfeited to the Council;

- (ii) any leave pay or additional holiday pay that has been forfeited to the Council or paid to the Reserves in terms of this subclause, and that is subsequently claimed by the beneficiary, may be paid out at the discretion of the Council;
  - (iii) subject to proviso (ii), any money forfeited to the Council shall, in the case of a beneficiary who was a member of MISA or NUMSA, be credited separately in the books of account of the Council in an account to be styled the "A" or "C" Contingency Account respectively.
- (3) The Reserves shall be administered by the Council in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments shall be lodged with the Director-General of Labour.
- (4) In the event of the dissolution of the Council, any moneys standing to the credit of the Reserves shall at the time of such dissolution be deemed to constitute part of the Council's cash assets and shall be dealt with accordingly: Provided that in the case of Contingency Reserve A such moneys shall be paid into any Benefit Fund established on behalf of MISA in terms of Clause 4 of its Constitution and approved by the Registrar of Labour Relations.
- (5) Subject to the provisions of subclause (4) of this clause, in the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Reserves shall continue to be administered in terms of subclause (3): Provided that if another agreement for the industry is not negotiated within a period of two years after such expiration or cessation, any moneys standing to the credit of the Reserves shall be forfeited to the Council.



- (6) The cost of administering the Reserves referred to in this clause and the special Leave Pay Account referred to elsewhere in this Agreement shall be borne by the Council, which may at their discretion invest any of the funds on hand with an approved bank and/or building society, and any interest accruing from such investment shall be retained by the Council to defray costs of administration of the Reserves and of the said Special Leave Pay Account.

#### **CLAUSE 19- DISHONoured CHEQUES**

Whenever an employer pays any sum of money, which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to the interest as determined by the Council from time to time of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

#### **CLAUSE 20 - REVISION OF WAGES**

The wages prescribed for the Motor Industry shall be negotiable by the employers' organisation and the trade unions for a period to be agreed by the parties and implemented in terms of the main agreement.

#### **CLAUSE 21 - LEGAL COSTS**

- (1) For purposes of this clause "money" means any amount of money and includes money that an employer has to deduct or has deducted from moneys due to an employee by virtue of any obligation, but not paid over to the Council.
- (2) When the Council instructs an attorney to collect money from an employer, the employer shall be liable to the Council for all the legal costs incurred by the Council in the recovery of the amount due including costs on the attorney and own client scale irrespective of whether the Council instituted civil proceedings



or arbitration proceedings or whether those proceedings have commenced or not.

- (3) When the Council instructs a natural or legal person other than an attorney to collect money, then the employer shall be liable for the costs and fees determined by the Council to be the costs and fees payable by the Council to such person in the recovery of the amount due by the employer.

## **CLAUSE 22 - INTEREST CLAUSE**

- (1) Whenever any amount payable to the Council in terms of this Agreement is not paid on the due date, other than amounts due in terms of the Pension Funds Act No. 24 of 1956 as amended from time to time ("PFA"), interest shall be payable monthly on such amount or on any such lesser amount as may remain unpaid, calculated from the due date at the interest rate of 1,5 per cent.
- (2) Interest on amounts not paid on due date in terms of the PFA shall accrue interest at the rate prescribed in the PFA. Interest collected by the Council in respect of amounts overdue in terms of the PFA shall be collected for the benefit of the provident and / or pension fund.

## **CLAUSE 23 - RESOLUTION OF DISPUTES**

- (1) For the purpose of this Agreement, "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.
- (2) Any such dispute shall be referred to the Council on the form specified by the Council. This provision shall not apply when the Council makes use of the procedure set out in subclause (4).





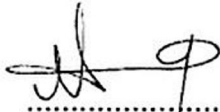
- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, such dispute shall be referred to arbitration to the MIBCO-Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties' arbitration costs in terms of section 138 (10) of the Act.
- (4) The provisions of this clause stand in addition to any other legal remedy through which the Council may enforce a collective agreement.
- (5) The arbitrator's decision shall be final and binding, subject to the parties' rights of review to the Labour Court.

Any other dispute shall have the same meaning as defined in the Act and shall be dealt with in terms of section 51 of the Act.

A handwritten signature in black ink, appearing to be 'AS' or similar, located in the bottom right corner of the page.



Signed at Randburg, on behalf of the parties, this 11<sup>th</sup> day of December 2020.



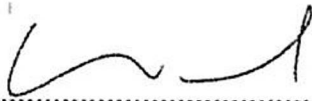
.....  
PRESIDENT OF THE COUNCIL

N. ANNAMALAY



.....  
VICE PRESIDENT OF THE COUNCIL

L.D. BOUCHIER



.....  
ACTING GENERAL SECRETARY OF THE COUNCIL

G. VAN ZYL

THE MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO



**ANNEXURE A**  
**[Specified in clause 8(1) of this Agreement]**

Date: .....

The Regional Secretary  
The Motor Industry Bargaining Council - MIBCO  
Regional Council .....  
P O Box .....  
.....

Dear Sir

**REGISTRATION AS EMPLOYER IN THE MOTOR INDUSTRY**

In accordance with clause 8(1) I hereby furnish the following particulars in connection with this business:

1. Name under which business is carried on .....  
.....
2. Address at which business is carried on .....
3. Telephone No. ....  
Fax No. ....  
E-Mail Address: .....  
Cell Phone No. ....
4. Address of head office (where applicable) .....
5. Nature of business .....



6. Date on which trading commenced .....
7. Names and addresses of:  
Proprietor .....  
or Partners .....  
or Directors .....  
or Members .....  
Manager and/or Secretary .....  
(Where any of these persons are actively engaged in the business, the nature of  
their duties must be shown in parentheses alongside their respective names)
8. Particulars of employees:  
Number of journeymen .....  
Number of apprentices .....  
Number of clerical and sales persons .....  
Number of general workers .....  
Number of employees .....
9. Name of employer's organisation of which I am a member .....

Yours faithfully

.....



## SOUTH AFRICAN QUALIFICATIONS AUTHORITY

NO. 138

19 February 2021

SOUTH AFRICAN QUALIFICATIONS AUTHORITY (SAQA)  
27 January 2021**INVITATION TO COMMENT:  
REQUEST FOR PUBLIC COMMENT ON SAQA'S INTENTION TO RECOGNISE A NEW  
PROFESSIONAL BODY AND REGISTER PROFESSIONAL DESIGNATIONS****1. Recognition of a New Professional Body**

The public is kindly invited to comment on SAQA's intention to recognise the South African Sports Coaching Association (SASCA) and to register its eight professional designation titles namely:

- a. Master Coach
- b. Senior Coach
- c. Sports Coach
- d. Assistant Sports Coach
- e. Apprentice Sports Coach
- f. National Coach Education Advisor
- g. National Coach Developer
- h. Provincial Coach Developer

The detailed SASCA application, seeking recognition and the registration of its professional designations, is available on the SAQA Website: [saqa.org.za](http://saqa.org.za).

**2. Registration of Additional Designations**

The public is invited to comment on SAQA's intention to register additional designations for the Professional Bodies listed below:

**2.1 Southern African Institute for Business Accountants (SAIBA)****Two additional professional designation titles**

- a. Certified Professional Bookkeeper SA, (CPB(SA))
- b. Professional Bookkeeper SA, (PB(SA))

**2.2 Institute for Work at Height (IWH)****One additional professional designation title**

- a. Certified Work at Height Technician (IWHTech)

The detailed applications seeking to register the additional professional designations are available on the SAQA Website: [saqa.org.za](http://saqa.org.za).

Public comments regarding the above must reach SAQA no later than 30 days after publication of this Notice. All correspondence must be addressed to: Ms C Jaftha, Acting Director: Registration and Recognition, e-mail address: [secretarydr@saqa.org.za](mailto:secretarydr@saqa.org.za).

**DR JULIE REDDY**  
**ACTING CHIEF EXECUTIVE OFFICER, SAQA**

## DEPARTMENT OF SPORTS, ARTS AND CULTURE

NO. 139

19 February 2021

## BUREAU OF HERALDRY

**NOTICE OF CHANGE OF NAME RELATING TO THE REGISTRATION OF A HERALDIC  
REPRESENTATION**

The Bureau of Heraldry hereby gives notice of the change of a name relating to the following heraldic representation which have been registered under the Heraldry Act, 1962 (Act No. 18 of 1962):

**APPLICANT: National Disaster Management Centre (H4/3/1/4039)**

Since the name of the Disaster Management Institute of Southern Africa whose badge was registered under Government Notice No. 976 of 20 August 2004, has been changed to the National Disaster Management Centre, an appropriate entry will be made in the register and a new certificate of registration will be issued.



## SPORT, KUNS EN KULTUUR, DEPARTEMENT VAN

NO. 139

19 February 2021

## BURO VIR HERALDIEK

**KENNISGEWING VAN VERANDERING VAN 'N NAAM BETREFFENDE DIE REGISTRASIE VAN  
'N HERALDIESE VOORSTELLING**

Die Buro vir Heraldiek gee hiermee kennis van die verandering van 'n naam betreffende die volgende heraldiese voorstelling wat kragtens die Heraldiekwet, 1962 (Wet No. 16 van 1962), geregistreer is:

**AANSOEKER:** Nasionale Ramp Beheer Sentrum (H4/3/1/4039)

Aangesien die naam van die **Ramp Beheer Instituut van Suidelike-Afrika**, wie se kenteken kragtens Goewermentskennisgewing No. 976 van 20 Augustus 2004 geregistreer is, verander is na die **Nasionale Ramp Beheer Sentrum**, sal 'n toepaslike inskrywing in die register aangebring word en 'n nuwe heraldiese sertifikaat uitgereik word.

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## GENERAL NOTICES • ALGEMENE KENNISGEWINGS

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### LEGAL PRACTICE COUNCIL

#### NOTICE 70 OF 2021

NATIONAL OFFICE  
Thornhill Office Park  
Building 20  
94 Bekker Road  
Vorna Valley, Midrand  
Tel: 010 001 8500



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### THE SOUTH AFRICAN LEGAL PRACTICE COUNCIL

#### NOTICE IN TERMS OF SECTION 95(4) OF THE LEGAL PRACTICE ACT, 28 OF 2014

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Notice is hereby given that the Council intends to amend the Rules of the Council made under the authority of sections 95(1), 95(3) and 109(2) of the Legal Practice Act, 28 of 2014 (as amended) by the deletion in its entirety of Schedule 8 of the Rules and the substitution therefor of the amended Schedule 8 attached to this notice.

In terms of section 95(4)(a) of the Act, interested persons are called upon to comment to the Council [rules@lpc.org.za](mailto:rules@lpc.org.za) in writing on the draft amendments within a period of 30 days from the date of publication of this notice.

Signed at Midrand on 11 December 2020

**Ms K Matolo-Dlepu**

**Chairperson**

**Legal Practice Council**

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**Executive Committee:** Ms. Kathleen Matolo - Dlepu – Chairperson, Adv Anthea Platt SC - Deputy Chairperson, Adv. Greg Harpur SC, Ms. Trudie Nichols, Mr Lutendo Sigogo, Mr Jan Stemmet, Adv. Ghandi Badela, Executive Officer: Ms. Charity Nzuza

## Schedule 8 (Rule 54.24.1)

### [First Part]: Illustrative Auditor's Assurance Report (Unmodified Opinion)

#### Circumstances

- International Standard on Assurance Engagements (ISAE) 3000 (Revised) reasonable assurance engagement.
- The legal practitioners' trust accounts were maintained in compliance with the Legal Practice Act, No. 28 of 2014, and the South African Legal Practice Council Rules.
- Unmodified auditor's opinion.
- The information in the Legal Practitioner's Annual Statement on Trust Accounts agrees with the underlying records that were the subject of the engagement on the legal practitioner's trust accounts.

### Independent Auditor's Reasonable Assurance Report on Legal Practitioners' Trust Accounts

To the <Legal Practitioner/Partner(s)/Director(s)><sup>1</sup> (insert the name of the legal practitioner's firm)

#### Report on Compliance of the Legal Practitioners<sup>2</sup> Trust Accounts with the Act and the Rules

We have undertaken a reasonable assurance engagement on whether the legal practitioners' trust accounts of <insert the name of the legal practitioner's firm> were maintained, in all material respects, in compliance with Section 86, read with Section 63(1)(g), and Sections 87(1), 87(3) and 87(4) of the Legal Practice Act, No. 28 of 2014 (the Act), and Rules 54.6-54.13, 54.14.1-54.14.6, 54.14.7.2, 54.14.7.3, 54.14.8-54.14.16, 54.15, 54.16, 54.17, 54.18, 54.19, 54.31, 54.32, 54.33, 54.34, 54.35 and 55.1-55.11 of the South African Legal Practice Council Rules<sup>3</sup> (the Rules), made under the authority of Sections 95(1), 95(3) and 109(2) of the Act, for the <period from <insert date> to <insert date>>/<year ended <insert date>>.

We clarify that we are not required to perform any procedures on records or documents relating to accounting for deceased estates, insolvent estates and trusts other than those dealt with via the legal practitioner's trust banking account(s).

#### <Legal Practitioner/Partner(s)/Director(s)> responsibility for the trust accounts

The <legal practitioner/partner(s)/director(s)> is/are responsible for ensuring that legal practitioners' trust accounts are maintained in compliance with the Act and the Rules, and for such

<sup>1</sup> Throughout the report, delete whichever "is not applicable" from the following: "legal practitioner/partner(s)/director(s)".

<sup>2</sup> The term legal practitioner refers to the responsibilities of both the legal practitioner and the firm. It is therefore useful to note that the Rules refer to the firm as well.

<sup>3</sup> Rules effective 1 November 2018.

internal control as the <legal practitioner/partner(s)/director(s)> determine(s) is necessary to maintain the integrity of the trust accounts in accordance with the relevant client mandates, including such controls as the <legal practitioner/partner(s)/director(s)> determine(s) are also necessary to prevent and detect fraud and theft. The <legal practitioner/partner(s)/director(s)> is/are also responsible for preparing the attached Legal Practitioner's Annual Statement on Trust Accounts and for the financial information and declarations contained therein.

*Auditor's Independence and Quality Control*

**[For auditor's assurance reports issued on or after 15 June 2019 in respect of assurance engagements for periods beginning before or on 14 June 2019]<sup>4</sup> [Delete block if not applicable]**

We have complied with the independence and other ethical requirements of Sections 290 and 291 of the Independent Regulatory Board for Auditors' *Code of Professional Conduct for Registered Auditors (Revised January 2018)* and Parts 1 and 3 of the Independent Regulatory Board for Auditors' *Code of Professional Conduct for Registered Auditors (Revised November 2018)* (together the IRBA Codes), which are founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour. The IRBA Codes are consistent with the corresponding sections of the International Ethics Standards Board for Accountants' *Code of Ethics for Professional Accountants* and the International Ethics Standards Board for Accountants' *International Code of Ethics for Professional Accountants (including International Independence Standards)* respectively.

**[For assurance engagements for periods beginning on or after 15 June 2019] [Delete the block if it's not applicable]**

We have complied with the independence and other ethical requirements of the *Code of Professional Conduct for Registered Auditors* issued by the Independent Regulatory Board for Auditors (IRBA Code), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour. The IRBA Code is consistent with the corresponding sections of the International Ethics Standards Board for Accountants' *International Code of Ethics for Professional Accountants (including International Independence Standards)*.

<sup>4</sup> The wording in this section of the illustrative report is principled on the wording used in the Basis for Opinion sections of the illustrative reports in the South African Auditing Practice Statement (SAAPS) 3 (Revised May 2019), *Illustrative Reports*.

(Name of firm)/(The firm) applies the International Standard on Quality Control 1, *Quality Control for Firms that Perform Audits and Reviews of Financial Statements and Other Assurance and Related Services Engagements* and accordingly maintains a comprehensive system of quality control, including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

#### *Auditor's responsibility*

Our responsibility is to express a reasonable assurance opinion on whether the legal practitioners' trust accounts were maintained in compliance with the Act and the Rules, based on our assurance procedures performed; and to report, as required, on the accompanying Legal Practitioner's Annual Statement on Trust Accounts and investment practice.

We conducted our reasonable assurance engagement in accordance with the International Standard on Assurance Engagements 3000 (Revised), *Assurance Engagements Other than Audits or Reviews of Historical Financial Information* (ISAE 3000 (Revised)), issued by the International Auditing and Assurance Standards Board. That standard requires that we plan and perform the engagement to obtain reasonable assurance about whether the legal practitioners' trust accounts were maintained, in all material respects, in compliance with the Act and the Rules.

A reasonable assurance engagement in accordance with ISAE 3000 (Revised) involves performing procedures to obtain evidence about whether the legal practitioners' trust accounts were maintained in compliance with the Act and the Rules. The nature, timing and extent of procedures selected depend on the auditor's professional judgement, including the assessment of the risks of non-compliance with the Act and the Rules, whether due to fraud, theft and error. In making those risk assessments, we considered internal control that is relevant to the engagement in order to design procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of internal control.

Our reasonable assurance engagement included the following summary of procedures performed:

- Considering, and applying when considered applicable in the engagement circumstances, the guidance in the *Guide for Registered Auditors: Engagements on Legal Practitioners' Trust Accounts (Revised March 2020)* issued by the IRBA.
- Making inquiries of the legal practitioner and persons within the practice.
- Testing transactions for all significant service activities, with the objective of evaluating whether:
  - Transactions were appropriately identified as trust account transactions;
  - Trust account transactions were made in accordance with mandates and supported by adequate documentation and narrative to identify from whom funds were received, and for whose credit;
  - Deposits and withdrawals from the trust bank accounts were to, or for, a trust creditor; and
  - Transfers to the legal practitioner's business bank accounts were only in respect of monies to be due to the legal practitioner.



- Testing and/or scrutinising bank reconciliations, as considered appropriate in the engagement circumstances, and evaluating the records made available to us against the external confirmations from financial institutions.
- Obtaining written representations from management regarding matters that are relevant to this engagement.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### *Opinion*

In our opinion, the legal practitioners' trust accounts of *(insert the name of the legal practitioner's firm)* for the <period from <insert date> to <insert date>>/<year ended <insert date>> were maintained, in all material respects, in compliance with the Act and the Rules.

### **Report on Other Legal and Regulatory Requirements**

#### *Report on the Legal Practitioner's Annual Statement on Trust Accounts<sup>5</sup>*

In accordance with our responsibilities in terms of the Advisory issued by the Legal Practice Council dated 17 April 2020, we report that we have agreed the information extracted from the trust accounting records included in the accompanying Legal Practitioner's Annual Statement on Trust Accounts for the <period from *(insert date)* to *(insert date)*>>/<year ended <insert date>> to the underlying records that were the subject of our engagement. We have also read the Legal Practitioner's Annual Statement on Trust Accounts for the purpose of identifying whether the information contained therein is inconsistent with our knowledge obtained in the course of our engagement. The Legal Practitioner's Annual Statement on Trust Accounts is the responsibility of the legal practitioner.

Based on our reading of the legal practitioner's representations, the disclosures and other information contained in the Legal Practitioner's Annual Statement on Trust Accounts, we have not identified any information that is inconsistent with our knowledge obtained in the course of our engagement. Our opinion on the legal practitioner's trust accounts does not cover the Legal Practitioner's Annual Statement on Trust Accounts and, accordingly, we do not express an opinion thereon.

#### *Report on the Legal Practitioner's Investment Practice*

In accordance with our responsibilities in terms of Rule 54.24.3, we report that to the best of our knowledge, the legal practitioner [has for the <period from <insert date> to <insert date>>/<year ended <insert date>> carried on the business of an investment practice and has complied with the relevant Rules<sup>6</sup>]/[has not for the <period from <insert date> to <insert date>>/<year ended <insert date>> carried on the business of an investment practice].

<sup>5</sup> Refer to paragraphs 87-89 of the *Guide for Registered Auditors: Engagements on Legal Practitioners Trust Accounts (Revised March 2020)* (the Revised Guide) for guidance regarding the auditor's reporting responsibilities.

<sup>6</sup> Rules effective 1 November 2018: 55.1-55.11.

*Other Reporting Responsibilities*

*<The form and content of this section of the auditor's assurance report will vary depending on the nature of the auditor's other reporting responsibilities.><sup>7,8</sup>*

**Restriction on distribution and use**

This report is for the purpose of meeting the auditor reporting requirements of the Act and the Rules and, regarding the accompanying Legal Practitioner's Annual Statement on Trust Accounts, the additional auditor reporting requirements of the Legal Practice Council and the Legal Practitioners Fidelity Fund. Consequently, it is not suitable for any other purpose. It is intended solely for the use of the *<legal practitioner/partner(s)/director(s)>* of the firm, the Legal Practice Council and the Legal Practitioners Fidelity Fund, and should not be distributed to other parties.

*Auditor's Signature*

Name of the individual registered auditor

IRBA registration number of the firm and/or auditor

Registered audit firm

Date of the auditor's assurance report

Auditor's address (if not on a firm letterhead)

<sup>7</sup> Refer to paragraph 91 of the Revised Guide for illustrative wording to insert where a reportable irregularity has been reported.

<sup>8</sup> Refer to paragraphs 92-93 of the Revised Guide for guidance with regard to the auditor's other reporting responsibilities.

**[Second Part]: Illustrative Auditor's Assurance Report (Qualified Opinion)****Circumstances**

- International Standard on Assurance Engagements (ISAE) 3000 (Revised) reasonable assurance engagement.
- The legal practitioners' trust accounts were not maintained in compliance with the Legal Practice Act, No. 28 of 2014, and the South African Legal Practice Council Rules.
- Qualified auditor's opinion.
- The information in the Legal Practitioner's Annual Statement on Trust Accounts agrees with the underlying records that were the subject of the engagement on the legal practitioner's trust accounts.

**Independent Auditor's Reasonable Assurance Report on Legal Practitioners' Trust Accounts**

To the <Legal Practitioner/Partner(s)/Director(s)><sup>9</sup> (insert the name of the legal practitioner's firm)

**Report on Compliance of the Legal Practitioners'<sup>10</sup> Trust Accounts with the Act and the Rules**

We have undertaken a reasonable assurance engagement on whether the legal practitioners' trust accounts of <insert the name of the legal practitioner's firm> were maintained, in all material respects, in compliance with Section 86, read with Section 63(1)(g), and Sections 87(1), 87(3) and 87(4) of the Legal Practice Act, No. 28 of 2014 (the Act), and Rules 54.6-54.13, 54.14.1-54.14.6, 54.14.7.2, 54.14.7.3, 54.14.8-54.14.16, 54.15, 54.16, 54.17, 54.18, 54.19, 54.31, 54.32, 54.33, 54.34, 54.35 and 55.1-55.11 of the South African Legal Practice Council Rules<sup>11</sup> (the Rules), made under the authority of Sections 95(1), 95(3) and 109(2) of the Act, for the <period from <insert date> to <insert date>>/<year ended <insert date>>.

We clarify that we are not required to perform any procedures on records or documents relating to accounting for deceased estates, insolvent estates and trusts other than those dealt with via the legal practitioner's trust banking account(s).

<Legal Practitioner's/Partner(s)/Director(s)> responsibility for the trust accounts

The <legal practitioner/partner(s)/director(s)> is/are responsible for ensuring that legal practitioners' trust accounts are maintained in compliance with the Act and the Rules, and for such internal control as the <practitioner/partner(s)/director(s)> determine(s) is necessary to maintain the integrity of the trust accounts in accordance with the relevant client mandates, including such controls as the <legal practitioner/partner(s)/director(s)> determine(s) are also necessary to prevent and detect fraud and theft. The <legal practitioner/partner(s)/director(s)> is/are responsible for preparing the Legal Practitioner's Annual Statement on Trust Accounts and for the financial information and declarations contained therein.

<sup>9</sup> Throughout the report - delete whichever "is not applicable" from the following: "legal practitioner/partner(s)/director(s)".

<sup>10</sup> The term legal practitioner refers to the responsibilities of both the legal practitioner and the firm. It is therefore useful to note that the Rules refer to the firm as well.

<sup>11</sup> Rules effective 1 November 2018.

*Auditor's independence and quality control*

**[For auditor's assurance reports issued on or after 15 June 2019 in respect of assurance engagements for periods beginning before or on 14 June 2019]<sup>12</sup> [Delete block if not applicable]**

We have complied with the independence and other ethical requirements of Sections 290 and 291 of the Independent Regulatory Board for Auditors' *Code of Professional Conduct for Registered Auditors (Revised January 2018)* and Parts 1 and 3 of the Independent Regulatory Board for Auditors' *Code of Professional Conduct for Registered Auditors (Revised November 2018)* (together the IRBA Codes), which are founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour. The IRBA Codes are consistent with the corresponding sections of the International Ethics Standards Board for Accountants' *Code of Ethics for Professional Accountants* and the International Ethics Standards Board for Accountants' *International Code of Ethics for Professional Accountants (including International Independence Standards)* respectively.

**[For assurance engagements for periods beginning on or after 15 June 2019] [Delete block if not applicable]**

We have complied with the independence and other ethical requirements of the *Code of Professional Conduct for Registered Auditors* issued by the Independent Regulatory Board for Auditors (IRBA Code), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour. The IRBA Code is consistent with the corresponding sections of the International Ethics Standards Board for Accountants' *International Code of Ethics for Professional Accountants (including International Independence Standards)*.

(Name of firm)/(The firm) applies the International Standard on Quality Control 1, *Quality Control for Firms that Perform Audits and Reviews of Financial Statements and Other Assurance and Related Services Engagements* and accordingly maintains a comprehensive system of quality control, including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

*Auditor's responsibility*

Our responsibility is to express a reasonable assurance opinion on whether legal practitioners' trust accounts were maintained in compliance with the Act and the Rules, based on our assurance procedures performed; and to report, as required, on the accompanying Legal Practitioner's Annual Statement on Trust Accounts and investment practice.

<sup>12</sup> The wording in this section of the illustrative report is principled on the wording used in the Basis for Opinion sections of the illustrative reports in the South African Auditing Practice Statement (SAAPS) 3 (Revised May 2019), *Illustrative Reports*.

We conducted our reasonable assurance engagement in accordance with the International Standard on Assurance Engagements 3000 (Revised), *Assurance Engagements Other than Audits or Reviews of Historical Financial Information* (ISAE 3000 (Revised)), issued by the International Auditing and Assurance Standards Board. That standard requires that we plan and perform the engagement to obtain reasonable assurance about whether the legal practitioners' trust accounts were maintained, in all material respects, in compliance with the Act and the Rules.

A reasonable assurance engagement in accordance with ISAE 3000 (Revised) involves performing procedures to obtain evidence about whether the legal practitioners' trust accounts were maintained in compliance with the Act and the Rules. The nature, timing and extent of procedures selected depend on the auditor's professional judgement, including the assessment of the risks of non-compliance with the Act and the Rules, whether due to fraud, theft and error. In making those risk assessments, we considered internal control that is relevant to the engagement in order to design procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of internal control.

Our reasonable assurance engagement included the following summary of procedures performed:

- Considering, and applying when considered applicable in the engagement circumstances, the guidance in the *Guide for Registered Auditors: Engagements on Legal Practitioners' Trust Accounts (Revised March 2020)* issued by the IRBA.
- Making inquiries of the legal practitioner and persons within the practice.
- Testing transactions for all significant service activities, with the objective of evaluating whether:
  - Transactions were appropriately identified as trust account transactions;
  - Trust account transactions were made in accordance with mandates and supported by adequate documentation and narrative to identify from whom funds were received, and for whose credit;
  - Deposits and withdrawals from the trust bank accounts were to, or for, a trust creditor; and
  - Transfers to the legal practitioner's business bank accounts were only in respect of monies to be due to the legal practitioner.
- Testing and/or scrutinising bank reconciliations, as considered appropriate in the engagement circumstances, and evaluating the records made available to us against the external confirmations from financial institutions.
- Obtaining written representations from management regarding matters that are relevant to this engagement.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion.



***Basis for qualified opinion***

The legal practitioner's trust accounts were not maintained in compliance with the Act and the Rules, as follows<sup>13</sup>:

List ...<insert instances of non-compliance identified, including those subsequently resolved>

***Qualified opinion***

In our opinion, except for the instances of non-compliance listed in the preceding paragraph, the legal practitioner's trust accounts of <insert the name of the legal practitioner's firm> for the <period from <insert date> to <insert date>>/<year ended <insert date>> were maintained, in all material respects, in compliance with the Act and the Rules.

***Report on Other Legal and Regulatory Requirements******Report on the Legal Practitioner's Annual Statement on Trust Accounts<sup>14</sup>***

In accordance with our responsibilities in terms of the Advisory issued by the Legal Practice Council dated 17 April 2020, we report that we have agreed the information extracted from the trust accounting records included in the accompanying Legal Practitioner's Annual Statement on Trust Accounts for the <period from <insert date> to <insert date>>/<year ended <insert date>> to the underlying records that were the subject of our assurance engagement. We have also read the Legal Practitioner's Annual Statement on Trust Accounts for the purpose of identifying whether the information contained therein is inconsistent with our knowledge obtained in the course of our engagement. The Legal Practitioner's Annual Statement on Trust Accounts is the responsibility of the legal practitioner.

Based on our reading of the legal practitioner's representations, the disclosures and other information contained in the Legal Practitioner's Annual Statement on Trust Accounts, we have not identified any information that is inconsistent with our knowledge obtained in the course of our engagement. Our opinion on the legal practitioner's trust accounts does not cover the Legal Practitioner's Annual Statement on Trust Accounts and, accordingly, we do not express an opinion thereon.<sup>15</sup>

***Report on the Legal Practitioner's Investment Practice***

In accordance with our responsibilities in terms of Rule 54.24.3, we report that to the best of our knowledge, the legal practitioner [has for the <period from <insert date> to <insert date>>/<year ended <insert date>> carried on the business of an investment practice and

<sup>13</sup> Any contravention of Section 86, read with Section 63(1)(g), and Sections 87(1), 87(3) and 87(4) of the Act, and any instance of contravention of the Rules listed in the Report on Compliance of the Legal Practitioners' Trust Accounts with the Act and the Rules section of the auditor's assurance report, identified in the course of the engagement relating to trust accounts in terms of the Rules is regarded as material and should be reported.

<sup>14</sup> Refer to paragraphs 87-89 of the *Guide for Registered Auditors: Engagements on Legal Practitioners Trust Accounts (Revised March 2020)* (the Revised Guide) for guidance regarding the auditor's reporting responsibilities.

<sup>15</sup> Refer to paragraph 89 of the Revised Guide for matters to be considered when inconsistencies are identified.

has complied with the relevant Rules<sup>16</sup>]/[has not for the <period from <insert date> to <insert date>>/<year ended <insert date>> carried on the business of an investment practice].

***Other Reporting Responsibilities***

*<The form and content of this section of the auditor's assurance report will vary depending on the nature of the auditor's other reporting responsibilities.><sup>17, 18</sup>*

***Restriction on distribution and use***

This report is for the purpose of meeting the auditor reporting requirements of the Act and the Rules and, regarding the accompanying Legal Practitioner's Annual Statement on Trust Accounts, the additional auditor reporting requirements of the Legal Practice Council and the Legal Practitioners Fidelity Fund. Consequently, it is not suitable for any other purpose. It is intended solely for the use of the <legal practitioner/partner(s)/director(s)> of the firm, the Legal Practice Council and the Legal Practitioners Fidelity Fund, and should not be distributed to other parties.

***Auditor's Signature***

Name of the individual registered auditor

IRBA registration number of the firm and/or auditor

Registered audit firm

Date of the auditor's assurance report

Auditor's address (if not on a firm letterhead)

<sup>16</sup> Rules effective 1 November 2018: 55.1-55.11.

<sup>17</sup> Refer to paragraph 91 of the Revised Guide for illustrative wording to insert where a reportable irregularity has been reported.

<sup>18</sup> Refer to paragraphs 92-93 of the Revised Guide for guidance with regard to the auditor's other reporting responsibilities.

**[Third Part]: Legal Practitioner's Annual Statement on Trust Accounts****(On a legal practitioner's letterhead)**

The Executive Officer

*Legal Practice Council*

Address

Date

**Legal Practitioner's Annual Statement on Trust Accounts<sup>19</sup>**

This statement is in support of the below listed member/s" application for a Fidelity Fund Certificate for the <year/period> commencing <insert date> and ending <insert date>.

**1. List of legal practitioners in firm/practice applying for an annual Fidelity Fund Certificate<sup>20</sup>**

a)

b)

**2. Legal practitioner's compliance representations**

I/we confirm that I/we have maintained the necessary accounting records<sup>21</sup> as required in terms of Sections 86 of the Legal Practice Act, No. 28 of 2014 and the Rules for the accounting rules applicable to trust account legal practitioners for the year/period ended <insert date>, inter alia:

- a) The firm's trust accounts have been updated and balanced monthly.
- b) The firm complied/has not complied with the service fee structure (including the cash deposit fee structure where applicable) and the credit interest rates, as amended from time to time, as nationally/provincially agreed upon between the Legal Practitioners' Fidelity Fund and the firm's bank(s).
- c) The ratio as a percentage of total bank charges (excluding VAT) incurred during the year/period to the total of interest earned during the year was <insert percentage>.
- d) The firm's trust accounts for the period subsequent to <insert year/period end date> have been written up to <insert date> and the trial balance was last balanced at <insert date> and in compliance with the provisions of <insert rule X> read with <insert rule X>.
- e) The following changes in the composition of the firm occurred during the year or period from <insert date> to <insert date>:

<sup>19</sup> To be attached to the auditor's assurance report on the Legal Practitioner's Trust Accounts to be submitted to the Legal Practice Council.

<sup>20</sup> Attach a separate list, if there are numerous partners/directors in the firm.

<sup>21</sup> Accounting records include those for trust liabilities in respect of which the legal practitioner is the executor, trustee or curator, or which he administers on behalf of the executor, trustee or curator.

<Insert changes>:

- f) The firm was issued with a valid Fidelity Fund Certificate for the calendar year ended <insert financial period end> (i.e. the calendar year preceding the financial period/year of this report in the name of <insert the name of the firm>).
- g) The firm <has/has not> ensured that the trust funds were safeguarded through the design and implementation of adequate internal controls in compliance with rule 54.14.7.1.1 - 54.14.7.1.4.
- h) The firm <has/has not> reported to the Council any dishonesty or irregular conduct on the part of another legal practitioner in relation to the handling or accounting for trust money on the part of that other legal practitioner, as required in terms of rule 54.36.
- i) The firm is registered as an Accountable Institution, in accordance with Section 43B of the Financial Intelligence Centre Act, Act No. 38 of 2001 (FICA) with accountable institution registration reference number <insert number> that was issued by the Financial Intelligence Centre.
- j) The firm <has/has not> complied with the requirements of Section 21 of FICA "Identification of clients and other persons when establishing a business relationship or conducting a single transaction with a client".
- k) The firm <has/has not> reported <insert number> cash transactions (received or paid) above the prescribed limit of the Financial Intelligence Centre for the period reported on in accordance with the requirements of Section 28 of FICA "Cash transactions above prescribed limit".
- l) The firm <has/has not> reported <insert number> property associated with terrorist and related property reports to the Financial Intelligence Centre for the period in accordance with the requirements of Section 28A of FICA "Property associated with terrorist and related activities".
- m) The firm <has/has not> reported <insert number> suspicious and unusual transactions to the Financial Intelligence Centre for the period in accordance with the requirements of Section 29 of FICA "Suspicious and unusual transactions".
- n) The firm <has/has not> formulated and implemented internal rules in terms of Section 42 of FICA which includes the requirement to report cash threshold transactions (Section 28) and suspicious and unusual transactions (Section 29) to the Financial Intelligence Centre.

### 3. Places of practice

At the date of this report, the firm's principal place of practice is that given in the letterhead and the firm's South African offices are situated at <insert full physical addresses<sup>22</sup>>:

<Insert office addresses>:

<sup>22</sup> Attach as a separate list, if the firm has multiple offices in South Africa.

**4. Trust account interest**

Reconciliation of interest earned on the firm's Section 86(2) and Section 86(3) trust accounts and 5% on interest accrued on Section 86(4) trust accounts from <insert commencement date> to <insert year/period end date>:

	<b>Interest earned on Section 86(2) trust accounts</b>	<b>Interest earned on Section 86(3) trust accounts</b>	<b>5% on interest accrued on Section 86(4) trust accounts</b>
(i) Amount brought forward from the previous financial year in respect of interest earned on monies deposited in terms of Section 86(2) and monies invested in terms of Section 86(3) of the Legal Practice Act, No. 28 of 2014.			
(ii) Amount brought forward from the previous financial year in respect of the 5% on interest accrued on monies invested in terms of Section 86(4) of the Legal Practice Act, No. 28 of 2014.			
(iii) Interest earned during the current year/period on monies deposited in trust banking accounts in terms of Section 86(2) and monies invested in trust investment accounts in terms of Section 86(3) of the Legal Practice Act, No. 28 of 2014.			
(iv) 5% earned during the current year/period on interest accrued on monies invested in trust banking accounts in terms of Section 86(4) of the Legal Practice Act, No. 28 of 2014.			
(v) Amount incurred during the current year/period in respect of refundable bank charges (excluding VAT – firms not liable for VAT as vendors may include VAT)			
(vi) Amount already paid over to the Fund during the period under review in terms of Section 86(5) of the Legal Practice Act, No. 28 of 2014 is: (a schedule of the payments made is to be attached).			



(vii) Amount carried over to the next financial period in respect of interest earned on monies deposited in terms of Section 86(2) and monies invested in terms of Section 86(3) of the Legal Practice Act, No. 28 of 2014.			
(viii) Amount carried over to the next financial period in respect of the 5% on interest earned on monies invested in terms of Section 86(4) of the Legal Practice Act, No. 28 of 2014.			

(ix) The amounts referred to in paragraph 4(vii) and 4(viii) agrees/does not agree<sup>23</sup> with the balance as recorded in the books of account, which amount, less the amount of R\_\_\_\_\_ paid over to the Fund since period end, <is/ is not> held in the firm's trust account.

If not held in the trust account, a written explanation detailing how the trust account interest has been dealt with is to be annexed to the report.

## 5. Trust account balances

(I) The following information was extracted from our trust accounting records that were the subject of our auditor's assurance engagement in respect of trust creditors/liabilities and trust funds available at the period/year-end <insert date> and on one other date, selected by our auditor <insert date>, were as follows:

	Local R (A)	Foreign <sup>24</sup> R (B)	At year end <sup>25</sup> R (A+B)	At period end R
<b>Trust creditors/liabilities</b>				
Trust creditors in terms of:				
- Section 86(2)				
- Section 86(3)				
- Section 86(4)				
- Section 86(5)(a) interest				
- Section 86(5)(b) 5% on				

<sup>23</sup> If the answer to paragraph 4(ix) is "does not agree", list all instances in which the accounting rules may not have been complied with. (If space is insufficient, this may be continued on a separate sheet and attached to this annual statement.)

<sup>24</sup> Attach a detailed schedule of liabilities per foreign currency per category in the same format, and convert to Rand at the reporting date.

<sup>25</sup> The date selected by the auditor must be a date, other than the financial year-end, that occurs during the financial year/period to which this assurance engagement relates.

interest accrued				
Trust creditors in terms of estates <sup>26</sup>				
Trust creditors in terms of other entrusted assets <sup>27</sup>				
<b>TOTAL TRUST CREDITORS/LIABILITIES</b>				
<b>Trust funds available:</b>				
- Section 86(2)				
- Section 86(3)				
- Section 86(4)				
- Trust cash on hand				
- Section 86(5)(a) Interest				
- Section 86(5)(b) 5% on interest accrued				
Trust funds and assets relating to estates				
Other entrusted assets <sup>28</sup>				
Debit balances in trust ledger <sup>29</sup>				
<b>TOTAL TRUST FUNDS</b>				
<b>TRUST SURPLUS / (DEFICIT)<sup>30</sup></b>				

- (ii) The value of executor bond securities provided against the trust funds and assets relating to estate matters as reported in paragraph 5(l), at the end of the period amount to:

Provided by the Legal Practitioners Indemnity Insurance Fund NPC - R\_\_\_\_\_.

<sup>26</sup> This is trust liabilities in respect of which the legal practitioner is the executor, trustee or curator, or which he administers on behalf of the executor, trustee or curator and for which consent has been obtained from the Master of the High Court to deal with through the firm's trust account.

<sup>27</sup> This relates to the liability originating from any asset entrusted to the legal practitioner other than the items listed, and supported by a detailed schedule of the nature of such liability.

<sup>28</sup> Assets entrusted to the legal practitioner other than the trust fund items listed.

<sup>29</sup> Details of debit balances in the trust ledger must be provided as an attachment to the report, providing reasons for the occurrence and how it was resolved.

<sup>30</sup> A detailed explanation is required on how the surplus/deficit originated and how it was subsequently cleared and resolved. Indicate when the deficit was reported to the Legal Practice Council.

Provided by other security providers - R\_\_\_\_\_.

## 6. Investment practice

The firm:

- (i) <has/has not> carried on the business of an investment practice during the year under review;
- (ii) <has/has not> complied<sup>31</sup> in all respects with the provisions of investment practices contained in the rules; and
- (iii) <is/is not> registered as a Financial Services Provider (FSP) with the FAIS Department of the Financial Sector Conduct Authority.

## 7. Unknown and/or unclaimed money held in trust

Reconciliation of any money held in the trust account of a trust account practice in respect of which the identity of the owner is unknown or which is unclaimed after one year, which must be paid over to the Fund after the second closing of the accounting records of the trust account practice following the date upon which those funds were deposited in the trust account of the trust account practice from <insert commencement date> to <insert year/period end date>:

	Monies held in terms of Section 86(2) R	Monies held in terms of Section 86(3) R	Monies held in terms of Section 86(4) R	Total R
Balance at the beginning of the period/year				
Unidentified and/or unclaimed monies received into trust				
Monies identified and/or claimed and accounted for				
Monies paid to the Fund in terms of				

<sup>31</sup> If the answer to paragraph 6(ii) is "*has not complied*", list all instances in which the rules may not have been complied with. (If space is insufficient, this may be continued on a separate sheet and attached to this annual statement.)

Section 87(4)(a)				
Balance at the end of the period/year				

.....

**<Name of Trust Account Practice>**

**<Sole Legal Practitioner/Partner/s/Director/s><sup>32</sup>**

<sup>32</sup> Delete whichever is not applicable. For practices with a large number of partners/directors, this "Legal Practitioner's Annual Statement on Trust Accounts" should be signed by the partner/director authorised by the Partnership/Board of the Inc.

**SUPPLEMENTARY INFORMATION REQUESTED BY THE LEGAL PRACTICE COUNCIL  
FIRM <INSERT FIRM NAME >****Schedule of payments on interest earned on monies deposited in terms of section 86(2) of the Legal Practice Act, No. 28 of 2014.****For the financial period from \_\_\_\_\_ to \_\_\_\_\_****Trust Banking Account at <insert Name of Bank>, Branch Code No. <insert code> and Account No. <insert account no>**

	Date	Financial Period	Method of Payment (EFT/Cheque)	Amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
Total				

**Notes:**

- <sup>1</sup> The total indicated above should agree with Paragraph 4(vi) of the Practitioner's Annual Statement on Trust Accounts
- <sup>2</sup> Kindly note that a separate schedule should be submitted for each trust bank account operated by the firm



**SUPPLEMENTARY INFORMATION REQUESTED BY THE LEGAL PRACTICE COUNCIL  
FIRM <INSERT FIRM NAME >****Schedule of payments on interest earned on monies invested in terms of section 86(3)  
of the Legal Practice Act, No. 28 of 2014.****For the financial period from \_\_\_\_\_ to \_\_\_\_\_****Trust Banking Account at <insert Name of Bank>, Branch Code No. <insert code> and  
Account No. <insert account no>**

	Date	Financial Period	Method of Payment (EFT/Cheque)	Amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
Total				

**Notes:**

- <sup>1</sup> The total indicated above should agree with Paragraph 4(vi) of the Practitioner's Annual Statement on Trust Accounts
- <sup>2</sup> Kindly note that a separate schedule should be submitted for each trust bank account operated by the firm

Schedule 8 Amend ASSURANCE REPORT ANNUAL STATEMENT ON TRUST ACCOUNTS SCHEDULE 8 OF RULES  
17/08/2020

20

**SUPPLEMENTARY INFORMATION REQUESTED BY THE LEGAL PRACTICE COUNCIL  
FIRM <INSERT FIRM NAME >**

**Schedule of payments of 5% on interest accrued on monies invested in terms of  
section 86(4) of the Legal Practice Act, No.28 of 2014.**

**For the financial period from \_\_\_\_\_ to \_\_\_\_\_**

Trust Banking Account at <insert Name of Bank>				
	Date	Financial Period	Method of Payment (EFT/Cheque)	Amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
Total				

Notes:

- <sup>1</sup> The total indicated above should agree with Paragraph 4(vi) of the Practitioner's Annual Statement on Trust Accounts

**SUPPLEMENTARY INFORMATION REQUESTED BY THE LEGAL PRACTICE COUNCIL  
FIRM <INSERT FIRM NAME >****Schedule of Executor Bond securities obtained from the Attorneys Insurance  
Indemnity Fund NPC.**

For the financial period from \_\_\_\_\_ to \_\_\_\_\_

Executor Bond Securities provided for <insert practitioner name>				
	Estate Matter	AIIF Executor Bond Reference	Status (Open/Closed)	Amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
Total				

**Notes:**

- <sup>1</sup> The total amount indicated above should agree with Paragraph 4(xi) of the Practitioner's Annual Statement on Trust Accounts, representing the value of all open Executor Bond Securities at the end of the reporting period.
- <sup>2</sup> A schedule is required per practitioner in the firm to whom an executor bond of security was issued by the Attorneys Insurance Indemnity Fund NPC.

## DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

## NOTICE 71 OF 2021

STANDARDS ACT, 2008  
STANDARDS MATTERS

In terms of the Standards Act, 2008 (Act No. 8 of 2008), the Board of the South African Bureau of Standards has acted in regard to standards in the manner set out in the Schedules to this notice.

## SECTION A: DRAFTS FOR COMMENTS

The following draft standards are hereby issued for public comments in compliance with the norm for the development of the South Africa National standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title, scope and purport	Closing Date
SANS 3000-2-2 Ed 2	<i>Railway safety management Part 2-2: Requirements for systemic engineering and operational safety standards – Track and associated civil infrastructure and installations.</i> Describes the minimum requirements for track and associated civil infrastructure and installations for network operators, and where relevant, by train and station operators and other interested and affected parties to accomplish the required levels of safety and performance.	2021-03-12
SANS 54110 Ed 2	<i>Fat and oil derivatives – Fatty Acid Methyl Esters (FAME) – Determination of methanol content.</i> Specifies a method for the determination of the methanol content of fatty acid methyl esters (FAME) for use as diesel fuel and domestic heating fuel.	2021-03-12
SANS 2001-DP7 Ed 1	<i>Construction Works – Part DP7 – Sewers for buildings.</i> Covers, in relation to a building, the construction of: a) surface mounted sewers having a nominal diameter of 200 mm or less; and b) below ground sewers having a nominal diameter of 160 mm or less including manholes and the like which discharge into a connecting sewer, conservancy tank, french drain or septic tank.	2021-03-16
SANS 50088-1 Ed 1	<i>Pressure regulators and associated safety devices for gas appliances – Part 1: Pressure regulators for inlet pressures up to and including 50 kPa.</i> Specifies the safety, construction and performance requirements for pressure regulators and pneumatic gas/air ratio pressure regulators (zero pressure regulators are included as a special type of pneumatic gas/air ratio pressure regulator), intended for use with gas burners, gas appliances and similar use, hereafter referred to as 'pressure regulators'.	2021-03-22
SANS 10229-1 Ed 3	<i>Transport of dangerous goods – Packaging and large packaging for road and rail transport – Part 1: Packaging, large packaging and intermediate bulk containers.</i> Identifies the requirements for packaging, large packaging and intermediate bulk containers (IBCs) suitable for the transport of dangerous goods by road and rail.	2021-03-19
SANS 1758 Ed 1	<i>Welfare of chickens (Gallus Gallus Domesticus).</i> Covers the requirements for the welfare of chickens (Gallus Gallus Domesticus.) in facilities.	2021-03-22

## SCHEDULE A.1: AMENDMENT OF EXISTING STANDARDS

The following draft amendments are hereby issued for public comments in compliance with the norm for the development of the South African National Standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title	Scope of amendment	Closing Date
SANS 10249 Ed 1.3	<i>Masonry walling</i>	Amended to update referenced standards.	2021-03-23
SANS 1612 Ed 1.3	<i>Paper punches (desk top types)</i>	Amended to delete the appendix on notes to purchasers.	2021-03-22
SANS 1586 Ed 1.5	<i>Emulsion paints</i>	Amended to delete the annex on notes to purchasers.	2021-03-19
SANS 5136 Ed 3.1	<i>Paints and varnishes – Resistance to sheen development of paint films</i>	Amended to update referenced standards.	2021-03-19

SANS 1210 Ed 1.2	<i>Hexagon wrench keys</i>	Amended to delete the appendix on notes to purchasers.	2021-03-22
SANS 310 Ed 1.1	<i>Storage tank facilities for hazardous chemicals – Above-ground storage tank facilities for flammable, combustible and non-flammable chemicals</i>	Amended to update referenced standards, to add a new clause on training and to renumber the subsequent clauses, and to update the annex on typical risk assessment methods.	2021-03-21

## SCHEDULE A.2: WITHDRAWAL OF THE SOUTH AFRICAN NATIONAL STANDARDS

In terms of section 24(1)(C) of the Standards Act, the following published standards are issued for comments with regard to the intention by the South African Bureau of Standards to withdraw them.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date
SANS62271-107	<i>High-voltage switchgear and controlgear Part 107: Alternating current fused circuit-switchers for rated voltages above 1 kV up to and including 52 kV</i>	This type of technology is unfortunately not implemented in South Africa on switchgears.	2021-03-31

## SCHEDULE A.3: WITHDRAWAL OF INFORMATIVE AND NORMATIVE DOCUMENTS

In terms of section 24(5) of the Standards Act, the following documents are being considered for withdrawal.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date

## SECTION B: ISSUING OF THE SOUTH AFRICAN NATIONAL STANDARDS

### SCHEDULE B.1: NEW STANDARDS

The following standards have been issued in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SATS 62786:2020 Ed 1	<i>Distributed energy resources connection with the grid.</i> Provides principles and technical requirements for distributed energy resources (DERs) connected to the distribution network, and applies to the planning, design, operation and connection of DERs to distribution networks.
SANS 53774:2020 Ed 1	<i>Valves for gas distribution systems with maximum operating pressure less than or equal to 16 bar. – Performance requirements.</i> Deals with metal isolating valves used for gas distribution systems with maximum operating pressure up to 16 bar, and which operate with fuel gases of the first, the second and the third family, in accordance with EN 437.
SANS 54105:2020 Ed 2	<i>Fat and oil derivatives – Fatty Acid Methyl Esters (FAME) – Determination of free and total glycerol and mono-, di-, triglyceride content.</i> Specifies a method to determine the free glycerol and residual mono-, di- and triglyceride contents in fatty acid methyl esters (FAME) intended for addition to mineral oils.
SANS 60095-6:2021 Ed 1	<i>Lead-acid starter batteries – Part 6: Batteries for micro-cycle applications.</i> Applies to lead-acid batteries with a nominal voltage of 12 V, used primarily as power source for the starting of internal combustion engines (ICE), lighting and also for auxiliary equipment of ICE vehicles.
SANS 20187:2021 Ed 1	<i>Inflatable play equipment – Safety requirements and test methods.</i> Applies to inflatable play equipment intended for use by children up to 14 years of age individually and as a group activity.



Standard No. and year	Title, scope and purport
SANS 10260-1:2021 Ed 2	<i>Industrial gas pipelines – Part 1: Design, Construction, Installation, Operation, Examination and Maintenance (Excluding Acetylene).</i> Gives the minimum safety standards for the design, construction, installation, operation, examination and maintenance of industrial gas supply systems and associated distribution systems of up to 80 mm nominal bore.
SANS 50897:2021 Ed 2	<i>Chemicals used for treatment of water intended for human consumption – Sodium carbonate.</i> Describes the characteristics and specifies the requirements and the corresponding test methods for sodium carbonate; gives information on its use in water treatment, and determines the rules relating to safe handling and use.
SANS 52485:2021 Ed 2	<i>Chemicals used for treatment of water intended for human consumption – Calcium carbonate, high-calcium lime, half-burnt dolomite, magnesium oxide, calcium magnesium carbonate and dolomitic lime – Test methods.</i> Specifies methods used for the chemical analyses and the determination of physical properties of calcium carbonate, high-calcium lime, half-burnt dolomite, magnesium oxide, calcium magnesium carbonate and dolomitic lime used to treat water for human consumption.
SANS 61511-1:2021 Ed 2	<i>Functional safety – Safety instrumented systems for the process industry sector – Part 1: Framework, definitions, system, hardware and application programming requirements.</i> Gives requirements for the specification, design, installation, operation and maintenance of a safety instrumented system (SIS), so that it can be confidently entrusted to achieve or maintain a safe state of the process.

## SCHEDULE B.2: AMENDED STANDARDS

The following standards have been amended in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SANS 62386-101:2020 Ed 2.1	<i>Digital addressable lighting interface – Part 101: General requirements – System components. Consolidated edition incorporating amendment No.1.</i> Amended to update the scope, referenced standards, definitions, and the clauses on general, electrical specification, bus power supply, timing, and on method of operation, to delete the clause on test procedures, and to update the annex on background information for systems.
SANS 898:2021 Ed 1.1	<i>Good manufacturing practices for the self mixing of feed in the livestock industry. Consolidated edition incorporating amendment No.1.</i> Amended to update the scope.
SANS 10232-3:2021 Ed 3.2	<i>Transport of dangerous goods – Emergency information systems – Part 3: Emergency response guides. Consolidated edition incorporating amendment No.2.</i> Amended to update the list of parts, referenced standards and definitions and abbreviations, to update the clause on requirements, to update the annex on emergency response guidebook, and to delete the annex on incident report format.
SANS 61534-1:2021 Ed 2.2	<i>Powertrack systems – Part 1: General requirements. Consolidated edition incorporating amendment No.2.</i> Amended to update the scope, referenced standards, terms and definitions, general requirements, general notes on tests, the requirements for marking and documentation, construction, protection against electrical shock, fire hazard, external influences, electromagnetic compatibility and the annex on additional requirements for PT systems already complying with IEC 61534-1:2011 and IEC 61534-1:2011/AMD1:2014.

**SCHEDULE B.3: WITHDRAWN STANDARDS**

In terms of section 24(1)(C) of the Standards Act, the following standards have been withdrawn.

<b>Standard No. and year</b>	<b>Title</b>
SANS 50881:2007 Ed 1	<i>Chemicals used for treatment of water intended for human consumption – Aluminium chloride (monomeric), aluminium chloride hydroxide (monomeric) and aluminium chloride hydroxide sulfate (monomeric).</i>

If your organization is interested in participating in these committees, please send an e-mail to [Dsscomments@sabs.co.za](mailto:Dsscomments@sabs.co.za) for more information.

**SCHEDULE 5: ADDRESS OF THE SOUTH AFRICAN BUREAU OF STANDARDS HEAD OFFICE**

Copies of the standards mentioned in this notice can be obtained from the Head Office of the South African Bureau of Standards at 1 Dr Lategan Road, Groenkloof, Private Bag X191, Pretoria 0001.

## DEPARTMENT OF TRANSPORT

## NOTICE 72 OF 2021

**AIR SERVICE LICENSING ACT, 1990 (ACT NO.115 OF 1990)  
APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR  
SERVICE LICENCE**

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations, 1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No.115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council. Private Box X 193, Pretoria, 0001, within 21 days of date of the publication thereof.

**APPENDIX II**

(A) Full Name and trade name of the applicant. (B) Full business or residential address of the applicant. (C) The Class and number of license in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for.

**(A) Helicopter Charter and Training CC.** (B) 20 Boeing Road, Walmer, Port Elizabeth Airport, Port Elizabeth. (C) Class II & III; N565D & G573D. (D) Type N1, G10 & G15. (E) Category H2. **Changes to the MP:** J. J. Cronje replaces J. L. Huddlestone as the Chief Executive Officer & **change to Members & Voting Rights:** J. L. Huddlestone has 70%, L. Huddlestone has 10% & J. J. Cronje has 20%.

**This publication rectifies errors and omissions contained in the publication that was published in the General Notice 695 of 2020 in the Government Gazette No 43962 of December 04, 2020.**

**(A) Rocketmine (Pty) Ltd; Rocketmine.** (B) Willow Wood Office Park, Block B, Unit 4, Cnr 3<sup>rd</sup> & Cedar Avenue. Fourways, Johannesburg. (C) Class III; G1279D. (D) Type G3, G4, G8, G10 & G16 (RPAS). (E) Category A4, H1 & H2. **Changes to the MP:** C. Clark is appointed as the Accountable Manager, A. Harduth as the RP: Flight Operations RP: Aircraft & N. Kgoe as the Air Service Safety Officer and **change of Shareholding Voting Rights:** Delta Drone South Africa (Pty) Ltd has 74% Ordinary shares & Delta Drone Empowerment (Pty) Ltd has 26% Ordinary shares.

**This publication rectifies errors and omissions contained in the publication that was published in the General Notice 747 of 2020 in the Government Gazette No 44048 of December 31, 2020.**

## DEPARTMENT OF TRANSPORT

## NOTICE 73 OF 2021

INTERNATIONAL AIR SERVICE ACT, (ACT NO.60 OF 1993)  
GRANT /AMENDMENT OF INTERNATIONAL AIR SERVICE LICENSE

Pursuant to the provisions of section 17 (12) of Act No.60 of 1993 and Regulation 15 (1) and 15 (2) of the International Air Regulations, 1994, it is hereby notified for general information that the applications, detail of which appear in the Schedules hereto, will be considered by the International Air Services Council (Council) Representation in accordance with section 16(3) of the Act No. 60 of 1993 and regulation 25(1) of International Air Services Regulation, 1994, against or in favour of an application, should reach the Chairman of the International Air Services Council at Department of Transport, Private Bag X 193, Pretoria, 0001, within 28 days of the application hereof. It must be stated whether the party or parties making such representation is / are prepared to be represent or represented at the possible hearing of the application.

## APPENDIX I

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of International Air Service to which application pertains. (E) Category or kind of aircraft to which application pertains. (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flight.

**(A) Global Aviation Operations (Pty) Ltd; Global Airways & LIFT.** (B) Hangar 2, Northern Perimeter Road, Precinct 3, Bonaero Park, O. R. Tambo International Airport. (C) Class I. (D) Type S1 & S2. (E) Category A1. (F) O. R. Tambo International Airport.

## APPENDIX II

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class and number of licence in which the amendment is made. (D) Type of International Air Service in respect which amendment was made. (E) Category or kind of aircraft in respect of which license was made. (F) Airport in respect of which the amendment was made. (G) Area to be served. (H) Frequency of flight of which the amendment was made. (I) Condition under which amendment was made.

**(A) Global Aviation Operations (Pty) Ltd; Global Airways & LIFT.** (B) Hangar 2, Northern Perimeter Road, Precinct 3, Bonaero Park, O. R. Tambo International Airport. (C) Class II; I/N162. (D) Type N1 & N4. (E) Category A1 & A2. (F) O. R. Tambo International Airport (G) Libreville & Harare. **Change to the MP:** Alexander Baine replaces Vera L. Helm as the RP: Flight Operations, Vera Helm replaces Vincent Lessing as the Air Service Safety Officer & Security Manager.

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## BOARD NOTICES • RAADSKENNISGEWINGS

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### BOARD NOTICE 5 OF 2021

#### SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION



#### RULES FOR INQUIRY INTO ALLEGED IMPROPER CONDUCT

##### Architectural Profession Act 44 of 2000

#### TABLE OF CONTENTS

- 1 Introduction
- 2 Definitions
- 3 Delegation of powers
- 4 Information on and complaints of improper conduct
- 5 Investigation
- 6 Pre-hearing meeting
- 7 Preparation for disciplinary hearing
- 8 Service of documents
- 9 Proof of service
- 10 Plea of guilty
- 11 Procedure at disciplinary hearing
- 12 Procedure after verdict
- 13 Notice of right to appeal
- 14 Appeals



## 1 Introduction

- 1.1 It is acknowledged that the South African Council for the Architectural Profession (“SACAP” or “the Council”) is mandated by the Architectural Profession Act 44 of 2000 (“the Act”) to take any reasonable steps for the protection of the environment and the public in the latter’s dealings with Registered Persons.
- 1.2 It is furthermore acknowledged that the Council may take any steps it considers necessary where, as a result of architectural-related undertakings, public health and safety could be prejudiced.
- 1.3 It is additionally acknowledged that the SACAP may take any reasonable steps in order to maintain the integrity and enhance the status of the profession, and to improve the standards of services rendered by Registered Persons.
- 1.4 In pursuance of the rights and obligations mentioned in 1.1, 1.2, and 1.3, Council must investigate any act of alleged improper conduct by a Registered Person and/or any complaint, charge or allegation of improper conduct against such Registered Person brought by any person.
- 1.5 An investigation mentioned in 1.4 is aimed at and directed toward the professional conduct of a Registered Person and is not intended to recover damages on behalf of any complainant, or enforce specific performance against any person and as such is not meant to replace civil and/or criminal litigation.
- 1.6 Where a Registered Person or persons registered with the different Built Environment professions are involved in the same subject of investigation, SACAP undertakes to share relevant information with other such councils and with stakeholders.
- 1.7 These rules must be read with and are subjective to the Act and to be interpreted and applied in a manner that is lawful, reasonable, and procedurally fair.
- 1.8 The Council acknowledges that misunderstandings and disputes can arise between Registered Persons and their clients and other stakeholders they encounter through their professional dealings and obligations, but that these sometimes do not amount to a breach of the Code of Professional Conduct, in which instances, SACAP may take steps to resolve these amicably.
- 1.8.1 Thus, SACAP has introduced a peer review mechanism to resolve disputes between members of the public and registered persons promptly and inexpensively. Through this process, parties are full participants in the process and can express their own opinions and concerns without restrictions. Peer review allows the opportunity for parties to work together and reach a settlement and continue to work together to complete the construction project

## 2 Definitions

In these Rules, any word or expression which has been defined in the Act has that meaning and, unless the context otherwise indicates –

**“Act”** means the Architectural Profession Act 44 of 2000;

**“Advisory letter”** means correspondence with a respondent advising of concerns raised by the Investigating Committee regarding the respondent’s professional behaviour;

**“Complainant”** means a person or body lodging a complaint against a Registered Person;

**“Council”** means the South African Council for the Architectural Profession established in terms of Section 2 of the Act, also referred to as the “SACAP”;

**“Days”** means business days;

**“Disciplinary tribunal”** means the tribunal appointed by the Council in terms section 30 of the Act;

**“Improper conduct”** means a transgression of the Code of Conduct published in terms of the Act;

**“Investigating Committee”** means a committee appointed by Council under section 17(1)(a) of the Act;

**“Investigation”** means the process of investigation by the Investigating Committee in terms of Section 28;

**“Pro forma complainant”** means a person appointed to perform the duties required in terms of the Act to conduct disciplinary hearings;

**“Registered Person”** means a person registered in terms of section 19 of the Act;

**“Registrar”** means the person appointed by Council under section 8(1)(a) of the Act; and

**“Respondent”** means a Registered Person whose conduct is the subject of an investigation.

## 3 Delegation of powers

3.1 Council by resolution, may delegate the following functions to the Registrar or other staff member:

- (a) The referral of matters brought against a Registered Person to the Investigating Committee for investigation;
- (b) The charging of Registered Persons and the furnishing of charge sheets to them;
- (c) The appointment of disciplinary tribunals; and
- (d) The appointment of a pro-forma complainant.

## 4 Information on and complaints of improper conduct

4.1 Any person or body lodging a complaint of improper conduct against a Registered Person with the Council must do so in the form of an affidavit or an affirmation detailing the specific act or acts relating to the alleged improper conduct, and must attached evidence in support of it.

- 4.2 The Registrar, upon receipt of any complaint referred to in paragraph 4.1 or on information which prima facie points to improper conduct by a Registered Person, must refer the complaint or the information to the Investigating Committee to determine whether the Registered Person should be charged.
- 4.3 The Registrar must refer a matter to the Investigating Committee upon reasonable grounds that a Registered Person has committed an act which may render him or her guilty of improper conduct in terms of the Code of Conduct.
- 4.4 The Investigating Committee may investigate any matter brought against a registered person and/or initiate and investigate any matter it has reasonable grounds to suspect that a registered person has committed an act which may render him or her guilty of improper conduct in terms of Code of Conduct.

## **5 Investigation**

- 5.1 The Registrar must upon receipt of the complaint/information, furnish the Registered Person/s whose conduct is the subject of a complaint or who has committed an act which may render him or her guilty of improper conduct, a written copy of the complaint (save where anonymity is appropriate) and/or information related to the conduct.
- 5.2 The Registrar must inform the Registered Person –
  - (a) of his or her right to be represented or assisted by another person; and
  - (b) that he or she is not obliged to make any statement and that any statement so made may be used in evidence against the Registered Person.
- 5.3 The Registrar must submit all complaints and other available information related to the alleged improper conduct to the Investigating Committee.
- 5.4 The Investigating Committee must afford the Registered Person the opportunity to respond in writing to the complaint and all other evidence considered against him or her.
- 5.5 The Investigating Committee or persons assigned by it, including people appointed to investigate the complaint, may, with due consideration of the provision of section 28(3) of the Act, question the Registered Person concerned for the purpose of gathering further information.
- 5.6 The Investigating Committee must investigate the matter and obtain evidence to determine within a reasonable time considering the nature and complexity of the investigation, whether or not, in its opinion, the Registered Person concerned should be

charged and if so, recommend to the Council the charge or charges that should be preferred against that Registered Person.

- 5.7 Council may suspend an investigation pending the outcome of any civil or criminal proceedings where this is necessary in the interests of justice.

## **6 Pre-hearing meeting**

- 6.1 A Registered Person who received a notice to attend a hearing may call for a pre-hearing meeting which notice shall include the date, time, and the proposed venue for the meeting.
- 6.2 In the event a pre-meeting hearing is held, the purpose of such meeting shall be to curtail and limit the issues in dispute and agree on those not in dispute. The discussions may include but is not limited to the following headings:
- (a) Prejudice;
  - (b) Settlement;
  - (c) Admissions sought;
  - (d) Disputes regarding the duty to present evidence first and onus of proof;
  - (e) Proof by Affidavit;
  - (f) Responsibility for copying and preparation of bundles;
  - (g) Status of the documents; and
  - (h) Estimated duration of the hearing.

## **7 Preparation for disciplinary hearing**

- 7.1 In the event Council decides to constitute a disciplinary tribunal, the person delegated by Council shall appoint a pro forma complainant who must formulate the charge(s) in writing, arrange a disciplinary hearing and at such hearing, present all evidence in support of the charge.
- 7.2 The Registrar may appoint one or more persons to assist the pro forma complainant
- 7.3 The pro forma complainant must serve a copy of the charge sheet on the respondent:
- (a) informing the respondent of the charge(s); and
  - (b) inviting the respondent to file a plea to the charge sheet by no later than 14 (fourteen) days after receipt of the charge sheet.
- 7.4 Where applicable, the parties shall give each other notice of the intention to call expert witnesses and by not later than 7 (seven) days before the hearing, provide a written summary of such expert evidence to the other party.
- 7.5 The disciplinary hearing shall be conducted in English. Where a Registered Person charged with improper conduct requires an interpreter, the pro-forma complainant shall

obtain the service of such interpreter, provided the Registered Person notifies the pro forma complainant at least 4 (four) working days before the date of the hearing.

7.6 The notice of the hearing must substantially comply with Annexure A of the Rules and must be served on the respondent in any of the ways described in section 7.7.

7.7 A notice (subpoena) for the witness to attend a disciplinary hearing contemplated in section 31(3) of the Act must be substantially in the form of Annexure B.

## **8 Service of documents**

8.1 A party must serve a document on the other party by either:

(a) handing a copy of the document to –

- (i) the person concerned;
- (ii) a representative authorised in writing to accept service on behalf of the person;
- (iii) a person who appears to be at least 18 (eighteen) years old and in charge of the person's place of residence, business premises or place of employment at the time;

(b) by emailing a copy of the document to the person email address or any other electronic transmission by that person to receive service and/or;

(c) by sending a copy of the document by registered post/courier to the last known address of the party or an address chosen by the party to receive service.

## **9 Proof of service**

9.1 A party must prove to the disciplinary tribunal that a document was served, by providing:

(a) a copy of proof of mailing the document by registered post/courier to the other party;  
or

(b) a copy of the fax transmission report indicating the successful transmission to the other party of the entire document; or

(c) if a document was served by hand –

- (i) a copy of a receipt signed by, or on behalf of, the other party clearly indicating the name and designation of the recipient and the place, time and date of service; or
- (ii) a statement confirming service signed by the person who delivered a copy of the document to the other party or left it at any premises; or

(d) if a document was sent by electronic mail, electronic acknowledgement of receipt by the respondent or other party.

9.2 If proof of service in accordance with section 9.1 is provided, it is presumed, until the contrary is proved, that the Registered Person received the document.



- 9.3 The disciplinary tribunal may accept proof of service in any other manner as sufficient.

## **10 Plea of guilty**

- 10.1 A respondent desirous to plead guilty in terms of section 29(4)(a) of the Act may enter into a plea agreement with the pro forma complainant with due consideration of the following factors:
- (a) the nature and circumstances of the transgression;
  - (b) personal circumstances of the respondent;
  - (c) whether the respondent was found guilty of related transgressions in the past;
  - (d) the interest of the community;
  - (e) remedial actions taken and/or required to rectify the condition caused by the respondent's conduct; and/or
  - (f) any other relevant considerations.
- 10.2 Plea agreements must be in writing and signed by the pro forma complainant and the respondent or his or her legal representative.
- 10.3 If the parties enter into a guilty plea agreement, a sanction shall be imposed in accordance with such plea agreement.

## **11 Procedure at disciplinary hearing**

- 11.1 The presiding officer of a disciplinary tribunal shall, subject to section 31 of the Act, determine the procedure to be followed at the disciplinary tribunal after hearing both sides.
- 11.2 At the start of the hearing, the presiding officer shall put the charge or charges to the respondent and request him or her to plead to such charge or charges.
- 11.3 If the respondent pleads guilty to the charge or charges, the disciplinary tribunal may find the respondent guilty without hearing evidence, or if it deems it necessary, after hearing evidence and argument.
- 11.4 After a finding of guilt and before any sanction is imposed, the parties may present mitigating and aggravating circumstances to the disciplinary tribunal.
- 11.5 Should the respondent fail to attend the hearing without good cause and reasonable notice, the disciplinary tribunal may proceed to hear evidence and argument, and may find the respondent guilty, provided that the disciplinary tribunal is convinced that the charge sheet had been served on the respondent.

**12 Procedure after verdict**

- 12.1 After the conclusion of the hearing the disciplinary tribunal must, within 30 (thirty) business days –
- (a) decide whether or not the Registered Person charged is guilty of improper conduct;
  - (b) if the disciplinary tribunal finds that the Registered Person charged is guilty of improper conduct, take cognisance of any aggravating or mitigating circumstances;
  - (c) inform the Registered Person charged and the Council of the finding; and
  - (d) inform the Registered Person of his or her right of appeal in terms of section 33 of the Act.
- 12.2 A Registered Person found guilty of improper conduct in terms of this section may –
- (a) address the disciplinary tribunal in mitigation of sentence; and
  - (b) call witnesses to give evidence on his or her behalf in mitigation of sentence.
- 12.3 If the Registered Person charged is found guilty of improper conduct or admits guilt to the charge, the disciplinary tribunal must either –
- (a) caution or reprimand the Registered Person; or
  - (b) impose on him or her a fine not exceeding the amount calculated according to the ratio for one year imprisonment determined in terms of the Adjustment of Fines Act 101 of 1991; or
  - (c) suspend the registration of the Registered Person concerned for a period not exceeding 1 (one) year; and/or
  - (d) cancel the registration of the Registered Person concerned and remove his or her name from the register referred to in section 11(c) of the Act.
  - (c) The disciplinary tribunal may take decisions under more than one of the subparagraphs of paragraph 12.3
- 12.4 The Council must publish the finding and the sanction imposed in terms of section 32(3)(5) of the Act in the Government Gazette.
- 12.5 The Council must give effect to the decision of the disciplinary tribunal.

**13 Notice of right to appeal**

After imposing a sanction, the chairperson of the disciplinary tribunal must explain the respondent's right to appeal in terms of the Act and record such explanation.

**14 Appeals**

- 14.1 A registered person found guilty by a disciplinary tribunal may appeal to Council against such finding, or against the sentence imposed, or both.
- 14.2 All appeals must be lodged within 30 (thirty) days of the decision coming to the knowledge of the registered person.

- 14.3 Council may not delegate its function to hear appeals.
- 14.4 Council must conduct appeals in a lawful, reasonable, and procedurally fair manner.
- 14.5 A Council member hearing an appeal must not have been a member of the Investigation Committee which dealt with the matter.
- 14.6 An aggrieved Registered Person whose appeal was dismissed by the Council may appeal to the Council for the Built Environment.

**FORM A****NOTICE TO ATTEND A HEARING**

To .....

You are hereby notified that a disciplinary hearing in terms of section 31 of the Architectural Profession Act 44 of 2000 ("the Act") will be held at..... on the..... day of .....20.... at ....., when the charge against you, as set out in the charge sheet attached hereto, will be considered.

You are hereby notified to appear at the hearing in person, and informed that you are entitled to be represented by some other person, and that you may present evidence, call and examine witnesses on your behalf, and cross-examine other witnesses.

Should you fail to be present at the disciplinary hearing or at the resumption of it after an adjournment, the disciplinary tribunal may consider and deal with the charge in your absence in accordance with the relevant Rules.

A copy of the Rules is enclosed.

Signed on this ..... day of .....2.....

.....  
**Signature and capacity**

Received by .....

Date: .....

Time: .....

**ANNEXURE B****SUBPOENA FOR WITNESS  
[Section 31(3)]**

To .....

You are hereby notified that a disciplinary tribunal in terms of section 31 of the Architectural Profession Act 44 of 2000 ("the Act") will be held at ..... on the ..... day of ..... 2..... at ....., when a charge of alleged improper conduct against .....will be considered.

The Council is of the opinion that you may be able to give material information concerning this hearing. You are requested to provide the hearing with the following documents that you may have in your possession:

1. All documents including electronic documents relating in any way or recording of any of the matters related to this hearing.
2. Minutes and notes (including agendas and pre-meeting literature) et cetera relating to all and any meetings where any of the aforesaid matters were discussed.
3. Plans, specifications, designs and/or one or more of the documents as set out in the document list annexed hereto.

Therefore, in terms of section 31(3) of the Act, you are hereby summoned to appear before the disciplinary tribunal at the time and place specified above, to be examined or cross-examined and to produce the items specified in the attached Annexure.

Your attention is respectfully directed to the provisions of section 19, and particularly subsections 31(3), (4), (5) and (8) of the Act, a copy of which is enclosed.

.....  
**Signature and capacity**

Served on .....

**DOCUMENT LIST**

The following specific documents which may be directly or indirectly related to the hearing should be produced:

- 1.
- 2.
- 3.
- 4.

## BOARD NOTICE 6 OF 2021

## THE SOUTH AFRICAN COUNCIL FOR THE QUANTITY SURVEYING PROFESSION

## QUANTITY SURVEYING PROFESSION ACT 2000 (ACT NO 49 OF 2000)

## CALL FOR COMMENTS ON REVISED POLICIES AND CODE OF PROFESSIONAL CONDUCT

**Through an open process of public participation:** The Council invites registered persons, members of the Association of S A Quantity Surveyors, educational institutions, the State and the public respectively, to comment on the following revised documentation :

1. Code of conduct
2. PSM Policy
3. Voluntary Association Recognition Guidelines
4. Retired Category of Registration

The old and new versions have been uploaded on the SACQSP website; [www.sacqsp.org.za](http://www.sacqsp.org.za), for comment. Registered persons, public and stakeholders have until the 15<sup>th</sup> of March 2021 to submit comments, which should be submitted to the respective email addresses;

**Code of Conduct** - [disciplinary@sacqsp.co.za](mailto:disciplinary@sacqsp.co.za) (Ms Sakhile Nkosi);

**Professional Skills Modules (PSM)** - [datamanger@sacqsp.co.za](mailto:datamanger@sacqsp.co.za) (Mr Itumeleng Nogaga);

**Retired Category of Registration** - [registration@sacqsp.co.za](mailto:registration@sacqsp.co.za) (Ms Lesley Bergström)

**Recognition of Voluntary Association Guidelines** - [Registrar@sacqsp.co.za](mailto:Registrar@sacqsp.co.za) (Ms Patience More)

**Ms. Patience More**  
**REGISTRAR – SACQSP**



**BOARD NOTICE 7 OF 2021**  
**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**



**CODE OF CONDUCT FOR REGISTERED PERSONS**

**Architectural Profession Act 44 of 2000**

In terms of section 36 of the Architectural Profession Act 44 of 2000 (“the Act”), the South African Council for the Architectural Profession (“SACAP” or the “Council”) hereby makes known that in compliance with section 27 of the Act, it made the Rules for Professional Conduct set out hereunder.

**Preamble**

The overriding objectives for the Code of Conduct is to strive for excellence in the Architectural Profession, to protect the environment against unsound architectural practices and the delivery of services to the public with due care, skill, diligence and integrity, applying all relevant knowledge in the process.

Should these objectives not be met, Registered Persons are subject to the disciplinary supervision of the Council. The Rules lay down standards of professional conduct and practice which must be complied with. Failure to do so could lead to an investigation which may result in a disciplinary hearing.

Section 27 of the Act requires Council to draw up a Code of Conduct (“Code”) for Registered Persons. All such persons shall comply with the Code and failure to do so may constitute improper conduct.

Any failure to comply with the provisions of this Code shall be dealt with in line with the disciplinary procedures as set out in the Act.

Where a particular conduct is not specifically stipulated in this Code it does not mean that such conduct cannot form the basis of disciplinary proceedings. Each case shall be judged on its merits, and there may be circumstances in which unacceptable or improper conduct or serious professional incompetence is found even where there has been no breach of the express terms of this Code. The rules in this Code are not exhaustive.

A disciplinary order may be made against any Registered Person convicted of a criminal offence that has material relevance to such person’s fitness to practise as a Registered Person.

**TABLE OF CONTENTS**

Preamble

- 1 Definitions
- 2 Application
- 3 Rule 1 – Integrity
- 4 Rule 2 – Competency
- 5 Rule 3 – Honest promotion of services
- 6 Rule 4 – Administrative functions
- 7 Rule 5 – Establishment of architectural practice
- 8 Rule 6 – Public interest and environmental protection
- 9 Rule 7 – Regulation of foreign architectural professionals
- 10 Rule 8 - Disciplinary procedures

Repeal of rules

Short title

## 1 Definitions

In these Rules, unless the context indicates otherwise –

- (a) any word or expression to which a meaning has been assigned in the Act shall bear the same meaning; and
- (b) the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa, and the word “person” shall include any corporation, firm, partnership or other form of association.

**‘The Act’** means the Architectural Profession Act 44 of 2000;

**‘architectural practice’** means the business of a Registered Architectural Professional conducted within the architectural profession as a sole proprietorship, partnership, and/or any other legal entity. Where the word ‘practice’ is used on its own in these Rules, it shall bear the same meaning;

**‘architectural work’** includes but is not limited to, planning, design, drawings, specifications, technical documentation, contract administration, and inspection of construction work;

**‘Practicing architecture’** means to actively practise architectural work on an ongoing basis in one of the categories contemplated in section 18, and includes a person qualified in the architectural profession who is employed by any sphere of government or an educational institution;

**‘candidate’** means a person who is registered in terms of section 19(2)(b) of the Act and who is undergoing practical vocational training with the intention to become a Registered Professional;

**‘complaint’** means any applicable information or allegation regarding improper conduct by a Registered Person that comes to the attention of the Council;

**‘code of conduct’** means this document, which describes the set of rules and standard of professional conduct required of a Registered Persons when performing their architectural work;

**‘Council’** means the South African Council for the Architectural Profession, established by section 2 of the Act, also referred to as “SACAP”;

**‘information’** means architectural documents and data produced or relied upon by a Registered Person in the performance of architectural work, which documents or data forms a material part of the project records, including, but not limited to, designs, specification, design calculation drawings, and inspection certificates, whether in electronic format or otherwise;

**‘member of a closely allied profession’** means a person registered in terms of the Architectural Profession Act No 44 of 2000.

Engineering Profession Act No 46 of 2000.

Landscape Architectural Profession Act no 45 of 2000.

Project and Construction Management Professions Act No 48 of 2000.

Property Valuers Profession Act 47 of 2000.

Quantity Surveying Profession Act No 49 of 2000

**‘Registered Professional’** means a person registered in one of the categories of professionals referred to in section 19(2)(a);

**‘Registered Person’** means a person registered in one of the categories of professionals and candidates referred to in section 18 of the Act;

**‘Registered Principal’** means the Registered Person in control and management of any architectural practice registered as such with the Council; and

**‘Type of practice’** means the category in which the registered principal of the practice can practise architecture.

## **2 Application**

The Code of Conduct applies to a Registered Person in whatever capacity they may work or act in, as a natural person, whether in private or public practice, as sole practitioner, partner, director or employee (whether as a professional or a candidate) and whether in the employ of another Registered Person or not.

If a Registered Person fails to comply with any provision of the Act or Rule published in terms thereof, which is deemed by the Council to constitute improper conduct, it shall proceed with disciplinary action against such Registered Person.

In the event of any improper conduct committed prior to the effective date of this Code of Conduct, the Council shall have authority to charge a registered person under the Code of Conduct applicable at time of the incident.

### **Rule 1 Integrity**

#### **Registered Persons –**

- 1.1 shall take into consideration the standard of honesty and integrity that underpin this Code of Conduct when performing architectural work;

- 1.2 shall at all times act with honesty and integrity and avoid any action or situation which may be detrimental to the esteem and dignity of the profession; or conduct which brings the profession into disrepute.
- 1.3 shall not make any statement which is contrary to their professional opinion or which they know or ought to have known to be misleading, unfair to others or discreditable to the profession;
- 1.4 shall not knowingly undertake work in circumstances or under conditions or terms that would compromise their ability to carry out their responsibilities and fulfil their commitments to their clients.
- 1.5 shall not misrepresent, or knowingly permit misrepresentation of their own or any other persons' academic or professional qualification or competency, nor exaggerate their degree of responsibility for any architectural work;
- 1.6 shall not negligently issue any certificate in connection with any building project on which they are professionally engaged in;
- 1.7 shall notify Council without delay if they become subject to any disqualification as contemplated in section 19(3) of the Act as failure to do so may be deemed by Council as improper conduct;
- 1.8 shall not receive, directly or indirectly, any commission or remuneration for recommending a particular product, supplier, service provider or contractor to a client for work on a building project; without informing the client in writing.
- 1.9 shall declare to any potential client any business interests, including any interest in the business of trading in land or business of property developers, property auctioneers, estate agents, building contractors, subcontractors, suppliers in or to the building industry, or in a design-and-build practice, the existence of which interest, if not declared, could raise or may be likely to raise doubts about their integrity and impartiality as independent professionals;
- 1.10 shall remain bound by these rules, even after the occurrence of non-payment of the annual registration fees and after suspension of registration in terms of section 20(1)(a)(iii) of the Act, due to failure to pay prescribed annual registration fees;
- 1.11 shall not practice architecture during the period in which their registration has been suspended in terms of section 20(1)(a)(iii) of the Act, due to failure to pay prescribed annual registration fees.
- 1.12 shall not practice architecture after their registration has been suspended in terms of section 32(3)(iii) of the Act due to being found guilty of improper conduct by a disciplinary tribunal;

- 1.13 shall not practice architecture after their registration has been cancelled in terms of section 32 (3) (a) (iv) of the Act due to being found guilty of improper conduct by a Disciplinary Tribunal;
- 1.14 shall not practice architecture after their registration has been cancelled in terms of section 20(1)(a) of the Act;
- 1.15 shall treat clients and fellow registered persons with due dignity, respect, and courtesy;
- 1.16 shall in giving advice, exercise impartiality and independent professional judgement; and
- 1.17 shall not engage in any act of dishonesty, corruption or bribery.

## **Rule 2            Competency**

### **Registered Persons –**

- 2.1 shall discharge their duties to the employer, client, agent, associate, and the public with due skill, diligence and competence;
- 2.2 shall where reasonably possible, make appropriate arrangements for the fulfilment of professional obligations in the event of incapacity and/or absence from work, and/or inability to perform work;
- 2.3 shall only undertake architectural work which is identified for the category of registration in which they are registered in terms of section 18 of the Act and in accordance with the registration categories in force;
- 2.4 shall, where work is carried out by a registered candidate under their supervision, take responsibility for ensuring that such candidate is appropriately registered, competent to perform the task, and is adequately supervised;
- 2.5 shall ensure that registered candidates do not have any financial interest in an architectural practice or multidisciplinary practice that performs architectural work other than in respect of bona fide remuneration for their services; and
- 2.6 a registered candidate must perform work under the direction, control and/or continual supervision of a registered professional entitled to perform such work and who must assume responsibility for any such work performed by the candidate.
- 2.7 shall regularly undertake continuing professional development activities in order to ensure that they keep up to date with developments in the practice of architecture and to enhance and maintain their professional expertise and competence.



**Rule 3            Promotion of services****Registered Persons –**

- 3.1     may only communicate and promote themselves and their professional services with honesty, describing both in a manner that is related only to the work of the professional categories of registration represented in a practice;
- 3.2     shall credit the architectural work done during a period as a principal or employee of another architectural practice and shall make clear reference and description to such practice;
- 3.3     shall ensure that the name under which an architectural practice operates is not misleading or capable of being confused with that of another practice; and
- 3.4     shall not use the architectural work prepared by another registered professional without written authority from the originating registered professional.

**Rule 4            Administrative functions****Registered Persons –**

- 4.1     shall ensure that before they undertake any professional work, they have entered into a written agreement with the client which must, inter alia, include:
  - (a) proof of professional registration;
  - (b) the scope of architectural work;
  - (c) the scope of service to be provided;
  - (d) the allocation and limitation of responsibilities;
  - (e) the fees payable for the architectural work or services, the method of fee calculation (if appropriate), and the stage(s) at which fees will be payable;
  - (f) the budget, if applicable, and other cost limit for the project, work or service and the method and implication of estimating costs;
  - (g) provision for dispute resolution;
  - (h) termination of the agreement;
  - (i) details of professional indemnity insurance; including –
    - (i) name of the insurer;
    - (ii) the name of the insured;
    - (iii) amount of cover;
    - (iv) policy number; and
    - (v) validity period.

- 4.2 shall not change the terms of appointment including the scope of work without the written instruction or approval of the client;
- 4.3 shall ensure that at the completion of each milestone the client signs off where the scope of work involves more than one stage;
- 4.4 shall only issue any drawings, specifications or documents in respect of work performed or administered by them or by a person in their employ which bears their name and/or registration number or the name of their architectural practice;
- 4.5 shall sign or otherwise identify as having been issued by them any building plan or document of which their architectural practice is the bona fide author or where such building plan or document has been prepared under their direct supervision;
- 4.6 shall attend to all corrections requested by the local authority on the drawings prepared by them within a reasonable time;
- 4.7 shall issue certificates that are based on the correct facts on site;
- 4.8 shall take adequate and appropriate professional indemnity insurance to cover all architectural work undertaken;
- 4.9 shall, when requested by the SACAP, provide evidence of professional indemnity insurance within a specified time;
- 4.10 shall, within 30 (thirty) days of change of personal details, such as email address, physical and postal addresses, telephone and numbers of the practice, inform Council in writing thereof and ensure that such details are kept updated;
- 4.11. shall keep all plans, records, certificates, and/or drawings commencing from the start of work and up to a period of 5 (five) years from date of final completion;
- 4.12. shall not disclose confidential information obtained from clients except with written permission and in compliance with the Protection of Personal Information Act;
- 4.13 shall carry out professional work within the agreed time or within a reasonable time;
- 4.14 shall keep their clients informed in writing about the progress on work undertaken on their behalf within a reasonable time and of any issue which may significantly affect its quality or cost, and any other considerations which may substantially affect the project; and
- 4.15 shall take responsibility for work carried out by their subordinates, including persons registered as candidates.

**Rule 5 Establishment of an architectural practice**

- 5.1 Any registered principal who practices architecture in any form shall within 30 (thirty) days of the establishment of the practice, register it with Council, giving full details of the practice name, address from which the practice is conducted, type of practice supported with corresponding registration details, and names of partners, shareholders, directors, and employees undertaking architectural work in the practice.
- 5.2 The Council shall be informed in writing of any changes in name, type, address, and composition of a practice and its termination, within 30 (thirty) days of the relevant occurrence.
- 5.3 The registered principals of a practice shall display their registration certificates in a prominent place in their physical and/or virtual work place.
- 5.4 Registered professionals and multidisciplinary practices shall not describe or name their practices as architectural practices unless the majority shareholding or voting powers are held by registered architectural professionals.
- 5.5 In any multi-disciplinary professional firm which also practises architecture, a registered principal shall be responsible for the architectural work, all provisions under the Code of Conduct shall apply to all multidisciplinary practices.
- 5.6 A registered person shall not, except with the permission of the Council and under such conditions as the Council may prescribe, enter into any professional relationship or association for purposes of performing architectural work with any person who is not a registered person or a registered professional of a closely allied profession. Permission will not be granted if the person concerned:
- 5.6.1 is disqualified from registration under any provisions of the Act or from membership of any closely allied profession;
- 5.6.2 is qualified to register under any category provided for under the Act but has not done so.
- 5.7 Every office established for the purpose of conducting an architectural practice shall be under the continuous, direct, and personal supervision of a Registered Professional who shall continually review and oversee the work of the practice. The Registered Professional shall be in attendance for a period of at least 8 hours per week. The Registered Professional shall prominently display office hours, and contact details on electronic platforms or place of operation.

- 5.8 The type of practice shall be determined by the registration category of a registered principal actively engaged in the practice.
- 5.9 The practice shall not use a type which portrays itself by name to be in a higher category than that of registered principals who owns the practice.
- 5.10 A person registered in the category of a candidate shall not establish an architectural practice, act as a principal or a shareholder in an architectural practice.
- 5.11 Letterhead

The letterheads of the practice shall display the following:

- (a) Name of the architectural practice, practice number, and type of practice; and the names of the principals and their registration numbers;
- (b) The category of registration of the principals, using the prescribed titles:
  - (i) Professional Architectural Draughtsperson (PrArchDraught)
  - (ii) Professional Architectural Technologist (PrArchT)
  - (iii) Professional Senior Architectural Technologist (PrSArchT)
  - (iv) Professional Architect (PrArch)
- (c) The professional designation and qualifications of all principals who are not registered with the Council.
- (d) Physical and postal address, telephone, email, Companies and Intellectual Property Commission (CIPC) and value-added-tax (VAT) registration numbers, if applicable;
- (e) Registered persons shall use their titles and SACAP registration number in all architectural reports and other documentation relating to their work in the architectural profession, prepared by or for them.
- (f) Practices or registered professionals may not display the Council's logo on any corporate stationery or letterheads, as it is protected in terms of trade mark laws.

## **Rule 6 Public interest and environmental protection**

### **Registered Persons –**

shall, in the performance of their duties –

- 6.1 take all reasonable measures to the best of their knowledge/expertise to minimise any adverse impact on the environment;
- 6.2 respect the constitutional rights of individuals and communities that could be affected by their work;

- 6.3 comply with the National Building Regulations and Standards Act 103 of 1977, Town Planning Schemes, National Heritage Resources Act 25 of 1999 and any other built environment laws or any other applicable law governing the works;
- 6.4 Where appropriate, advise a client in writing how best to conserve and enhance the quality of the environment and its natural resources; and
- 6.5 when providing professional advice to a client or employer, and such advice is not accepted, inform them in writing of any consequences which may be detrimental to the health, safety or interests of the public.

#### **Rule 7 Foreign architectural professionals**

- 7.1 All foreign architectural persons must comply with the Architectural Profession Act 44 of 2000 to practice architecture lawfully in South Africa.
- 7.2 No foreign architectural persons shall be authorised to practise architecture in South Africa unless they have applied and have been granted registration by Council for the duration of the specific contract.

#### **Rule 8 Disciplinary procedures**

Disciplinary procedures are set out in sections 28 to 33 of the Act and in the Investigations and Disciplinary Hearings and Appeal procedure published under Board Notice .....

##### **Repeal of Rules**

The Rules published under Board Notice 154 of 2009 are hereby repealed, subject to section 12(2) of the Interpretation Act 33 of 1957.

##### **Short Title**

This Schedule is called the Code of Conduct for Registered Persons.











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