



PROVINCE OF THE EASTERN CAPE  
IPHONDO LEMPUMA KOLONI  
PROVINSIE OOS-KAAP

# **Provincial Gazette Igazethi Yephondo Provinsiale Koerant**

Vol. 25

BISHO/KING WILLIAM'S TOWN  
19 FEBRUARY 2018  
19 FEBRUARIE 2018

**No. 3999**

**We all have the power to prevent AIDS**



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DEPARTMENT OF HEALTH

**Prevention is the cure**

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ISSN 1682-4556



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

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# Closing times for **ORDINARY WEEKLY** 2018

## EASTERN CAPE PROVINCIAL GAZETTE

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

- **20 December 2017**, Wednesday for the issue of Monday **01 January 2018**
- **29 December 2017**, Friday for the issue of Monday **08 January 2018**
- **08 January**, Monday for the issue of Monday **15 January 2018**
- **15 January**, Monday for the issue of Monday **22 January 2018**
- **22 January**, Monday for the issue of Monday **29 January 2018**
- **29 January**, Monday for the issue of Monday **05 February 2018**
- **05 February**, Monday for the issue of Monday **12 February 2018**
- **12 February**, Monday for the issue of Monday **19 February 2018**
- **19 February**, Monday for the issue of Monday **26 February 2018**
- **26 February**, Monday for the issue of Monday **05 March 2018**
- **05 March**, Monday for the issue of Monday **12 March 2018**
- **12 March**, Monday for the issue of Monday **19 March 2018**
- **16 March**, Monday for the issue of Monday **26 March 2018**
- **23 March**, Monday for the issue of Monday **02 April 2018**
- **28 March**, Wednesday for the issue of Monday **09 April 2018**
- **09 April**, Monday for the issue of Monday **16 April 2018**
- **16 April**, Monday for the issue of Monday **23 April 2018**
- **20 April**, Friday for the issue of Monday **30 April 2018**
- **26 April**, Thursday for the issue of Monday **07 May 2018**
- **07 May**, Monday for the issue of Monday **14 May 2018**
- **14 May**, Monday for the issue of Monday **21 May 2018**
- **21 May**, Monday for the issue of Monday **28 May 2018**
- **28 May**, Monday for the issue of Monday **04 June 2018**
- **04 June**, Monday for the issue of Monday **11 June 2018**
- **11 June**, Monday for the issue of Monday **18 June 2018**
- **18 June**, Monday for the issue of Monday **25 June 2018**
- **25 June**, Monday for the issue of Monday **02 July 2018**
- **02 July**, Monday for the issue of Monday **09 July 2018**
- **09 July**, Monday for the issue of Monday **16 July 2018**
- **16 July**, Monday for the issue of Monday **23 July 2018**
- **23 July**, Monday, for the issue of Monday **30 July 2018**
- **30 July**, Monday for the issue of Monday **06 August 2018**
- **03 August**, Friday for the issue of Monday **13 August 2018**
- **13 August**, Monday for the issue of Monday **20 August 2018**
- **20 August**, Monday for the issue of Monday **27 August 2018**
- **27 August**, Monday for the issue of Monday **03 September 2018**
- **03 September**, Monday for the issue of Monday **10 September 2018**
- **10 September**, Monday for the issue of Monday **17 September 2018**
- **17 September**, Monday for the issue of Monday **24 September 2018**
- **21 September**, Friday for the issue of Monday **01 October 2018**
- **01 October**, Monday for the issue of Monday **08 October 2018**
- **08 October**, Monday for the issue of Monday **15 October 2018**
- **15 October**, Monday for the issue of Monday **22 October 2018**
- **22 October**, Monday for the issue of Monday **29 October 2018**
- **29 October**, Monday for the issue of Monday **05 November 2018**
- **05 November**, Monday for the issue of Monday **12 November 2018**
- **12 November**, Monday for the issue of Monday **19 November 2018**
- **19 November**, Monday for the issue of Monday **26 November 2018**
- **26 November**, Monday for the issue of Monday **03 December 2018**
- **03 December**, Monday, for the issue of Monday **10 December 2018**
- **10 December**, Monday, for the issue of Monday **17 December 2018**
- **14 December**, Friday for the issue of Monday **24 December 2018**

## LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

**COMMENCEMENT: 1 APRIL 2016**

### NATIONAL AND PROVINCIAL

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

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

### EXTRA-ORDINARY

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

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



## GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

### CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website [www.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 days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00, to be published the following Friday	Tuesday, 15h00 - 3 days prior to publication
Petrol Price Gazette	As required	First Wednesday of the month	One week before publication	3 days prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00, to be published the following Friday	3 days prior to publication
Unclaimed Monies (justice, labour or lawyers)	January / As required 2 per year	Any	15 January / As required	3 days prior to publication
Parliament (acts, white paper, green paper)	As required	Any		3 days prior to publication
Manuals	As required	Any	None	None
State of Budget (National Treasury)	Monthly	Any	7 days prior to publication	3 days prior to publication
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
North West	Weekly	Tuesday	One week before publication	3 days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 days prior to publication
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
Mpumalanga Liquor License Gazette	2 per month	Second & Fourth Friday	One week before	3 days prior to publication

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

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

**NOTICE SUBMISSION PROCESS**

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

**GOVERNMENT PRINTING WORKS - BUSINESS RULES****QUOTATIONS**

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

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

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03

20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).

- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;  
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;  
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

**CANCELLATIONS**

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

**AMENDMENTS TO NOTICES**

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

**REJECTIONS**

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

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

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

**GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY**

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

**LIABILITY OF ADVERTISER**

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

**CUSTOMER INQUIRIES**

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

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

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

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

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

### PAYMENT OF COST

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

### PROOF OF PUBLICATION

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

## GOVERNMENT PRINTING WORKS CONTACT INFORMATION

#### Physical Address:

**Government Printing Works**  
149 Bosman Street  
Pretoria

#### Postal Address:

Private Bag X85  
Pretoria  
0001

#### GPW Banking Details:

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

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

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

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

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

**Tel:** 012-748 6200

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

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

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

**Fax:** 012-323-9574

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**PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS**

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**PROVINCIAL NOTICE 23 OF 2018****Nelson Mandela Bay Municipality (EASTERN CAPE)****Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)****ERF 111 SUMMERSTRAND, PORT ELIZABETH, EASTERN CAPE**

Under Section 47 of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and upon instructions by the Local Authority, notice is hereby given that Condition B. (b), (c) and (d) in Deed of Transfer No. T. 11947/2008 applicable to Erf 111 Summerstrand, now recorded in Deed of Transfer No. T.71794/2017CTN, the property having been transferred, are hereby removed.

Friedman Scheckter

## PROVINCIAL NOTICE 24 OF 2018

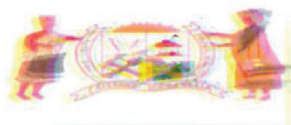
**AGREEMENT FOR THE ESTABLISHMENT OF O.R. TAMBO  
DISTRICT MUNICIPAL PLANNING TRIBUNAL (DMPT)**

Concluded by and between:



(Herein represented by Mr O.N. Hlazo, in his capacity as Municipal Manager)

AND

**MHLONTLO LOCAL MUNICIPALITY**

(Herein represented by Mr S.G. Sotshongaye in his capacity as Municipal Manager)

AND

**NYANDENI LOCAL MUNICIPALITY**

(Herein represented by Ms N.Nomandela in her capacity as Municipal Manager)

**NB: PLEASE INITIAL ALL PAGES**

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WHEREAS the Spatial Planning and Land Use Management Act, 16 of 2013 makes provision in section 34(2) for the establishment of a District Municipal Planning Tribunal to determine land development and land use applications;

AND WHEREAS the Parties have undertaken an assessment as contemplated in regulation 2 of the Regulations;

AND WHEREAS the Parties are desirous to conclude an agreement to establish a District Municipal Planning Tribunal to jointly consider and decide the land development and land use applications submitted to their respective municipalities.

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### 1. DEFINITIONS AND INTERPRETATION

The headings of the clauses in this Agreement are for the purposes of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

In this Agreement, unless a contrary intention clearly appears:

#### 1.1 Words importing -

- 1.1.1 any one gender includes the other gender;
- 1.1.2 the singular includes the plural and vice versa; and
- 1.1.3 natural persons include created entities (corporate or non-corporate) and vice versa.

1.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.

1.3 When any number of days is prescribed in this Agreement, it shall be reckoned exclusively of the first and inclusively of the last day.

1.4 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:

- 1.4.1 **"commencement date"** means the date of publication of the notice referred to in clause 4.8 irrespective of the date of signature hereof;
- 1.4.2 **"notice"** means a written notice;
- 1.4.3 **"parties"** mean the parties to this Agreement identified herein;
- 1.4.4 **"the Act"** means the Spatial Planning and Land Use Management Act, 16 of 2013 and the Regulations issued thereunder;



N-N. A.Z NT LK S&S

- 1.4.5 “the Regulations” means the Spatial Planning and Land Use Management Regulations: Land Use Management and General Matters, 2015.

## 2. FUNDING

- 2.1 The Parties shall make provision in their respective budgets to jointly fund the cost of proceedings of the joint Municipal Planning Tribunal, the remuneration of members appointed to it and any other necessary operational costs, on an annual basis.
- 2.2 There will be no transfer of funds between the Parties.
- 2.3 Each Party shall be responsible to fund the extent of considering and deciding those categories of applications that shall be heard by an authorised official as contemplated in section 35(2) of the Act.
- 2.4 All funding is subject to the approval of the municipal councils of the Parties.
- 2.5 In the event of the one of the municipal councils not approving funding, it shall result in the termination of this Agreement.

## 3. DURATION

- 3.1 This Agreement commences on the commencement date.
- 3.2 This Agreement shall terminate –
- (a) on the date that the term of office of the members of the District Municipal Planning Tribunal expires as referred to in clause 4.7;
  - (b) when one of the municipal councils does not approve funding as contemplated in clause 2.5; and
  - (c) when one of the Parties terminates the Agreement by giving six months’ notice of its intention to withdraw from this Agreement.

## 4. ESTABLISHMENT OF THE O.R. TAMBO DISTRICT MUNICIPAL PLANNING TRIBUNAL

### 4.1 Composition of the O.R. Tambo District Municipal Planning Tribunal

- 4.1.1 The O.R. Tambo District complies with the standard requirements for the establishment of District Municipal Planning Tribunal as mandated by SPLUMA, 2013 consist of at least fifteen (15) members made up as follows:

- (a) two Town and Regional Planning officials in the full-time service of Municipality 1 (O.R. Tambo DM);
- (b) one Town and Regional Planning official, and one Building Controller person in the full-time service of Municipality 2 (Mhlontlo LM);
- (c) two Town and Regional Planning officials in the full-time service of the Municipality 3 (Nyandeni LM);



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- (d) one person not in the employ of local government, registered as a professional with the South African Council for the Planning Profession in terms of the Planning Profession Act, 36 of 2002;
- (e) one person registered as a professional with the Engineering Council of South Africa in terms of the Engineering Profession Act, 46 of 2000; (Transport Planning)
- (f) one person registered as a professional with the Engineering Council of South Africa in terms of the Engineering Profession Act, 46 of 2000; (Civil Engineering)
- (g) one person registered as a professional with the Engineering Council of South Africa in terms of the Engineering Profession Act, 46 of 2000; (Bulk Water and Sanitation Infrastructure)
- (h) one person registered as an accountant/Auditor with a recognised voluntary association or registered in terms of the Auditing Profession Act, 26 of 2005;
- (i) one person registered or either admitted as an attorney in terms of the Attorneys Act, 53 of 1979 or admitted as advocate of the Supreme Court in terms of the Admission of Advocates Act, 74 of 1964; and
- (j) one environmental assessment practitioner registered with a voluntary association;
- (k) one person registered as a professional Surveyor with the applicable profession; and
- (l) one person who has knowledge and experience in spatial planning, land use management and land development or the law related thereto.

4.1.2 In addition to the criteria determined in sub-clause 4.1.1 the persons referred to in paragraphs (a) to (d) and (i) must have knowledge and experience of spatial planning, land use management and land development or the law related thereto of not less than 7-10 years.

#### **4.2 Invitations and nominations to serve on the District Municipal Planning Tribunal**

The O.R. Tambo DM shall issue an invitation and a call for nominations for persons referred to in clause 4.1.1(d) – (i) to serve on the District Municipal Planning Tribunal in the manner and form provided for in the Spatial Planning and Land Use Management Regulations: Land Use Management and General Matters, 2015.

#### **4.3 Joint evaluation panel**

- 4.3.1 The Parties shall constitute a joint evaluation panel from employees in the full time service of the Parties to evaluate all nominations received, whether due to an invitation or call for nominations.
- 4.3.2 The joint evaluation panel of the Parties shall evaluate all nominations received and make recommendations to the municipal councils of the Parties including a recommendation with regard to the chairperson and deputy chairperson.



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**4.4 Appointment of members**

4.4.1 O.R. Tambo District municipal council shall evaluate the recommendations of the joint evaluation panel referred to in clause 4.3 and appoint such persons who qualify for appointment as members of the District Municipal Planning Tribunal subject to all the terms and conditions of appointment to and serving on the District Municipal Planning Tribunal referred to in the Act and the Regulations.

4.4.2 The O.R. Tambo DM shall inform the successful nominees of their appointment to the District Municipal Planning Tribunal.

4.4.3 The O.R. Tambo DM shall keep abreast the Mhlontlo LM and Nyandeni LM all the time of all processes relating to appointment of District Municipal Planning Tribunal members.

**4.5 Officials in the full-time employ of the Parties to serve on District Municipal Planning Tribunal**

4.5.1 The O.R. Tambo DM shall designate two officials, whilst Mhlontlo LM and Nyandeni LM also designate two officials each to serve on the District Municipal Planning Tribunal and shall delegate the necessary authority to these officials.

4.5.2 The Parties shall review and amend the contracts of service of the officials designated to serve on the District Municipal Planning Tribunal.

**4.6 Appointment of the chairperson and deputy chairperson**

4.6.1 The chairperson and the deputy chairperson of the O.R. Tambo District Municipal Planning Tribunal shall be appointed by the Parties from the ranks of the officials referred to in clause 4.1.1 (a) to (d).

4.6.2 The term of office of the chairperson and the deputy chairperson shall be for a period of one year calculated from the commencement date of this Agreement.

4.6.3 On the second year onwards of the sitting of the O.R. Tambo District Municipal Planning Tribunal members of the Parties referred to in clause 4.1.1 (a) to (c), shall rotate in serving as either a chairperson or deputy chairperson of the O.R. Tambo District Municipal Planning Tribunal.

**4.7 Term of office**

The term of office of members of the O.R. Tambo District Municipal Planning Tribunal shall be five years calculated from the commencement date of this Agreement.

**4.8 Publication of notice**

When the O.R. Tambo District Municipal Planning Tribunal is ready to commence operations, the municipal managers of the Parties, shall jointly publish the notice referred to in section 37(4) of Act.



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**5. APPLICATIONS TO BE CONSIDERED AND DECIDED BY THE O.R. TAMBO DISTRICT MUNICIPAL PLANNING TRIBUNAL**

- 5.1 The Parties shall, in accordance with the criteria determined in the Regulations, categorise land development and land use applications in a corresponding manner.
- 5.2 The Parties shall refer such categories of applications determined by them to the District Municipal Planning Tribunal.
- 5.3 The O.R. Tambo District Municipal Planning Tribunal shall exercise and perform the powers, duties and functions of a Municipal Planning Tribunal referred to in the Act, the relevant provincial legislation and the by-laws of the Parties.

**OR IN THE ALTERNATIVE**

- 5.4 All land development and land use applications shall be heard by the O.R. Tambo District Municipal Planning Tribunal.
- 5.5 The District Municipal Planning Tribunal shall exercise and perform the powers, duties and functions of a Municipal Planning Tribunal referred to in the Act, the relevant provincial legislation and the by-laws of the Parties.

**6. SEAT OF THE DISTRICT MUNICIPAL PLANNING TRIBUNAL**

- 6.1 The meetings of the District Municipal Planning Tribunal shall be held at the offices of the Municipality in whose employ the chairperson is for that particular year.

**OR IN THE ALTERNATIVE**

- 6.2 The meetings of the District Municipal Planning Tribunal shall be held at the offices of the O.R. Tambo District Municipality

**OR IN THE ALTERNATIVE**

- 6.3 The meetings of the District Municipal Planning Tribunal shall be held at the offices of the municipality in whose municipal area the land which the land development or land use application that must be considered and determined by the Municipal Planning Tribunal relates to, is located.

**7. FREQUENCY OF SITTING OF DISTRICT MUNICIPAL PLANNING TRIBUNAL**

- 7.1 The District Municipal Planning Tribunal shall convene a sitting on quarterly basis.
- 7.2 The convening of the sitting referred to in clause 7.1 in special cases the Chairperson may convene the District Municipal Planning Tribunal meeting as and when the need arises.



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**8. ADMINISTRATOR TO THE DISTRICT MPT**

- 8.1 All three (3) Parties shall appoint an Administrator for the MPT who will serve as secretariat of the District Municipal Planning Tribunal.

**9. SUBMISSION OF APPLICATIONS**

- 9.1 A land development and land use application referred to in clause 5.2 shall be submitted by an applicant to the municipality in whose municipal area the land to which the application relates, is located.
- 9.2 The municipality in whose municipal area the land to which the application relates, is located, shall undertake all the required public participation procedures, intergovernmental participation procedures and internal procedures.
- 9.3 The District Municipal Planning Tribunal shall be guided by Section 16, Chapter 3 of SPLUMA Regulations as well as Municipal SPLUMA By-Laws in terms of processing Land Development and Land Use Applications,
- 9.4 All land development applications must be submitted by Land Development Officer/s or the Administrator/s at least two (2) weeks before the sitting, unless the District Municipal Planning Tribunal deems them to be urgent or a Chairperson has called a special sitting to consider them

**10. DESIGNATION OF MEMBERS TO CONSIDER AND DETERMINE AN APPLICATION**

- 10.1 On receipt of an application referred to in clause 9.1 and 9.2, the District Municipal Planning Tribunal shall evaluate the application and decide on the knowledge and skills required to consider and determine the application and designate the necessary members to so consider and determine that application, including the presiding officer.
- 10.2 The District Municipal Planning Tribunal shall nominate no less than three members to consider and decide an application.

**11. APPOINTMENT OF TECHNICAL AND OTHER ADVISERS**

- 11.1 The Parties shall establish and maintain-
- (a) a database of public sector technical and other advisers; and
  - (b) a database of private sector technical and other advisers.
- 11.2 The Parties shall before publication of the notice referred to in clause 4.8 –
- (a) in writing request the employer of an official or employee referred to in regulation 11(1)(a) to make that official or employee available on an *ad hoc*



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- basis for technical and other support before that official or employee is placed on the database of public sector technical and other advisers; and
- (b) publish an invitation in one newspaper circulating in the municipal areas of the Parties for persons referred to in regulation 11.1(b) to be registered on the database of private sector technical and other advisers and may determine conditions for incorporation into that database.
- 11.3 The chairperson shall appoint technical and other advisers to assist the District Municipal Planning Tribunal per application that it has to consider and determine, if necessary.
- 11.4 The chairperson shall first consider appointing an adviser from the database of public sector technical and other advisers and only if there is no such adviser available or no adviser available with the requisite knowledge and skill, shall the chairperson consider an adviser from the database of private sector technical and other advisers.
- 11.5 The municipality in whose land use and land development application is located shall be responsible to remunerate that technical or other adviser for services rendered to the District Municipal Planning Tribunal, if that adviser is not a public service official.

## 12. ASSETS

- 12.1 The District Municipal Planning Tribunal shall not acquire any assets or incur liabilities and shall not employ any staff.
- 12.2 The hosting municipality shall provide the necessary assets i.e. recorder, stationery and designate staff to assist the District Municipal Planning Tribunal and shall be responsible for any other operational requirements of the District Municipal Planning Tribunal.

### OR IN THE ALTERNATIVE

- 12.3 The Parties shall jointly provide the necessary assets and designate staff to assist the District Municipal Planning Tribunal and are jointly responsible for any other operational requirements of the District Municipal Planning Tribunal.

## 13. LIAISON BETWEEN THE PARTIES

The Parties agree to liaise through the following persons or their successors, duly authorized by the Parties:

For Municipality 1: The Municipal Manager- O.R. Tambo District Municipality  
 Phone number: 0475016402  
 Fax number: (047) 532 6518

For Municipality 2: The Municipal Manager-Mhlontlo Local Municipality  
 Phone number: 0475537000  
 Fax number: 0475530189



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For Municipality 3: The Municipal Manager-Nyandeni Local Municipality  
Phone number: 0475555024/000  
Fax number: 0475550202

#### **14. DISPUTES**

- 14.1 Any dispute which arises between the Parties in connection with the interpretation of or giving effect to this Agreement shall be resolved amicably through consultation and negotiation.
- 14.2 Should a dispute remain unresolved, the provisions of the Intergovernmental Relations Framework Act, 13 of 2005 shall apply in the absence of specific dispute resolution measures prescribed by the Act.

#### **15. LIMITATION OF LIABILITY**

Notwithstanding anything contained in this Agreement, the Parties' maximum liability shall be limited to –

- (a) an act or omission of the authorized official referred to in section 35(2) of the Act; and
- (b) the act or omission of a member of the District Municipal Planning Tribunal in the year that the Party is responsible for the operational expenses of the District Municipal Planning Tribunal as contemplated in clause 12.2.

#### **OR IN THE ALTERNATIVE**

Notwithstanding anything contained in this Agreement, the liability of Municipality 1 shall be limited to –

- (a) an act or omission of the authorised official referred to in section 35(2) of the Act; and
- (b) an act or omission of a member of the joint Municipal Planning Tribunal.

#### **16. ENTIRE AGREEMENT**

16.1.1 This Agreement constitutes the entire agreement and supersedes any and all previous agreements regarding this subject matter that may exist between the Parties.

16.1.2 No representations, either verbal or written, made by either party during the tenure of this Agreement shall be of any force or effect unless agreed to by both Parties, reduced to writing, and annexed hereto, as an addendum.

#### **17. NO WAIVER**

The failure of either Party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy consequent upon a breach hereof shall not constitute a waiver by such Party to require strict and punctual compliance with each and every provision of this Agreement.





**18. NOTICES AND DOMICILIUM**

18.1. The Parties choose as their *domicilia citandi et executandi* the following addresses:-

THE O.R. TAMBO DISTRICT MUNICIPALITY  
MAGWA HOUSE  
NELSOM MANDELA DRIVE  
MTHATHA  
5099

MHLONTLO LOCAL MUNICIPALITY  
96 L. MABINDLA STREET  
QUMBU  
5180

NYANDENI LOCAL MUNICIPALITY  
MUNICIPLAITY BULDING  
B.N. NOMANDELA DRIVE  
LIBODE  
5100

18.2 Either party hereto shall be entitled from time to time by written notice to the other party, to vary its *domicilium* to any other physical address.

18.3 Any notice required or permitted to be given in terms of this Agreement shall be deemed to be effectively and sufficiently only if in writing and is delivered to the Municipal Manger or a person in attendance at the Municipal Managers office.

18.4 Any notice given by one party to the other, referred to as the addressee, which –

- (a) is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery if it is stamped and signed by the official delegated in the office of the Municipal Manger of the addressee;
- (b) is posted by prepaid registered post from an address to the addressee at the addressee's *domicilium* for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the day after the date of posting;

**19. FORCE MAJEURE**

19.1 A party shall not be liable for any failure to perform its duties and obligations in terms of this Agreement if it establishes that:

19.1.1 the aforestated failure was as a result of the occurrence of an event that was beyond that party's control;



- 19.1.2 at the time of conclusion of this Agreement, the party could not reasonably have anticipated the occurrence of the aforestated event or its effects on the party's ability to carry out its duties and obligations in terms of this Agreement; and
- 19.1.3 it was impossible for the party to have taken reasonable steps in order to overcome the aforestated event or its effects.
- 19.1.4 The aforestated event includes but it is not necessarily limited to the following :
- 19.1.5 war, civil war, armed conflict or terrorism;
- 19.1.6 natural disasters such as violent storms, floods, earthquakes or destruction by lightning;
- 19.1.7 explosions or fires;
- 19.1.8 boycotts, strikes, lockouts or go-slows; and, acts of authority, whether lawful or unlawful

**20. AUTHORITY**

The Parties confirm that they have the necessary authorisation to sign this Agreement on behalf of the applicable Party.

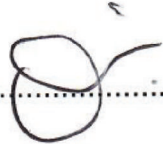


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**21. SIGNATURES****21.1. O.R. TAMBO DISTRICT MUNICIPALITY**SIGNED AT MTIATHA ON THIS 05 DAY OF December 2017

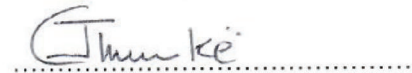
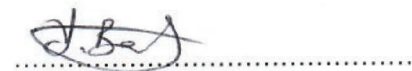
MUNICIPAL MANAGER'S SIGNATURE.....



AS WITNESS

FULL NAME

SIGNATURE

1 JUSTICE CHAUKE2 JANDISWA BALUNDI**O.R. TAMBO DISTRICT MUNICIPALITY STAMP**

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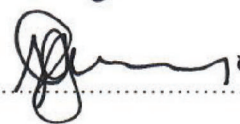
## 21.2. NYANDENI LOCAL MUNICIPALITY

SIGNED AT.....LIBODE ON THIS.....7 DAY OF.....DECEMBER 2017MUNICIPAL MANAGER'S SIGNATURE.....

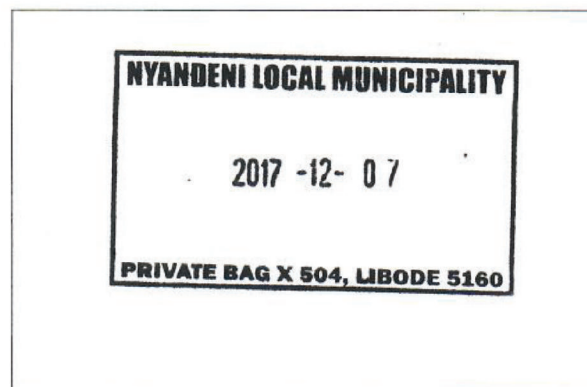
AS WITNESS

FULL NAME

SIGNATURE

1 APHELELE2 Ngabakazi

## NYANDENI LOCAL MUNICIPALITY STAMP





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21.3. MHLONTLO LOCAL MUNICIPALITY

SIGNED AT Qumbu ON THIS 12 DAY OF DECEMBER 2017

MUNICIPAL MANAGER'S SIGNATURE [Signature]

AS WITNESS

FULL NAME

SIGNATURE

1 Keb L

[Signature]

2 G. Thinga

[Signature]

MHLONTLO LOCAL MUNICIPALITY STAMP



## PROVINCIAL NOTICE 25 OF 2018

## PROVINCE OF THE EASTERN CAPE

## OFFICE OF THE PREMIER


## PROCLAMATION

by the Premier

COMMENCEMENT OF THE EASTERN CAPE GAMBLING AMENDMENT ACT  
2015, (ACT NO. 1 OF 2015)

I, **PHUMULO MASUALLE**, Premier of the Province of the Eastern Cape acting in terms of section 56 of the Eastern Cape Gambling Amendment Act 2015, (Act No. 1 of 2015) hereby determine that sections 4 and 5 of the aforementioned Act shall come into operation on the date of publication of this proclamation.

Given under my Hand at Bhisho on this the <sup>TH</sup>30.....day of January 2018.



**PHUMULO MASUALLE**  
**PREMIER OF THE PROVINCE OF THE EASTERN CAPE**

## PROVINCIAL NOTICE 26 OF 2018

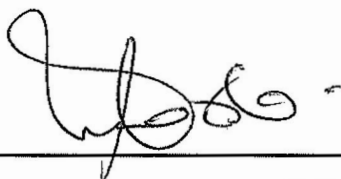
## OFFICE OF THE PREMIER

**DECLARATION OF PROVINCIAL STATE OF DISASTER : DISASTER  
MANAGEMENT ACT, 2002 (ACT NO. 57 OF 2002)**

I, **Phumulo Masualle**, Premier of the Province of the Eastern Cape, acting in terms of section 41(1) of the Disaster Management Act, 2002 (Act No. 57 of 2002) (hereinafter referred to as 'the Act') and after consultation with the other Members of the Eastern Cape Executive Council, hereby declare a provincial state of drought disaster which has affected the following municipalities :

Amathole District Municipality,  
Sarah Baartman District Municipality, and  
Nelson Mandela Metropolitan Municipality.

I may, in terms of section 41(2) of the Act, make Regulations or issue directions or authorise the issuing of directions on any matter contained therein as and when necessary, subject to section 41 (3) of the Act.



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**PHUMULO MASUALLE****PREMIER : PROVINCE OF THE EASTERN CAPE**

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**LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS**

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**LOCAL AUTHORITY NOTICE 26 OF 2018****MUNICIPAL PLANNING TRIBUNAL MEMBERSHIP****BUFFALO CITY METROPOLITAN MUNICIPALITY**

Notice is hereby given in terms of section 37 (4) of the Spatial Planning and Land Use Management Act, 16 of 2013 (SPLUMA), read with Regulation 3(1)(j) that the Buffalo City Metropolitan Municipality has constituted its Municipal Planning Tribunal with the following members as approved by Council on 6 December 2017 which is hereby published for information.

<b>Name of member (Municipal)</b>	<b>Designation</b>
N. Mbali–Majeng	Head of Directorate: Spatial Planning and Development
Vacant	General Manager: Development Planning
H. Schlüter	Programme Manager: City and Regional Planning
A. Kotzee	Manager: Land Use Management
M. Westerberg	General Manager: Water & Sanitation
A. Xoseka	Programme Manager: Budget



M. Zenzile	Head: Legal Services and Municipal Court
<b>Name of member (Provincial)</b>	<b>Designation</b>
B. Noncembu	Regional Manager: Environmental Affairs (Department of Economic Development Environmental Affairs and Tourism)
C. Williams – Wynn	Surveyor General: Eastern Cape (Department of Rural Development and Land Reform)
TJ Papu	Director: Planning (Department of Corporate Governance and Traditional Affairs)

The municipal Planning Tribunal members are subject to the terms and conditions and the code of conduct as prescribed by SPLUMA. Disqualification of membership is subject to the provisions of section 38 of SPLUMA. Membership of the Tribunal is subject to review as and when it will become necessary.

All of the above members have the necessary knowledge and experience of spatial planning, land use management and land development or the law related thereto.

The Municipal Planning Tribunal commences its operations after the publication of this notice in terms of Section 37(5) of SPLUMA.

ANDILE SIHLAHLA

CITY MANAGER

BUFFALO CITY METROPOLITAN MUNICIPALITY





Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001.  
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Also available at the Legal Advisory Services, **Province of the Eastern Cape**, Private Bag X0047, Bisho, 5605.  
Tel. (040) 635-0052.