

**NORTHERN CAPE PROVINCE**

**PROFENSI YA KAPA-BOKONE**



**NOORD-KAAP PROVINSIE**

**IPHONDO LOMNTLA KOLONI**

**Provincial Gazette  
Kasete ya Profensi**

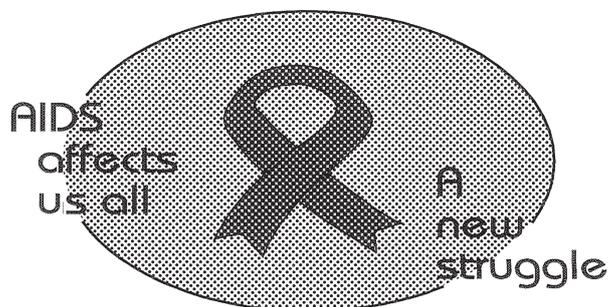
**iGazethi YePhondo  
Provinsiale Koerant**

**Vol. 23**

**KIMBERLEY**  
16 MAY 2016  
16 MEI 2016

**No. 2013**

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



**AIDS  
HELPLINE**

**0800 012 322**

DEPARTMENT OF HEALTH

**Prevention is the cure**

*N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes*

ISSN 1682-4549



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# Government Printing Works Processing and Business Rules for notices

Government Printing Works will become the custodian of the Northern Cape Gazettes from **Monday, 04 January 2016**.

GPW will start accepting notices from Northern Cape (NC) customers with the following conditions:

- Any submissions received from the NCPL (Northern Cape Provincial Legislature) from the 01 January 2016 will be rejected.
- Any submissions received from NC customers where the proof of payment is made to NCPL will also be rejected.
- Over and above these 2 points, the GPW Business rules and Submissions deadlines will apply.

Please refer below for business and processing rules, submission deadlines and other important information related to publishing of notices in the Northern Cape Gazettes.

## ORDINARY GAZETTES

Government Gazette Type	Publishing Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline

## GPW BUSINESS RULES

- Single notice, single email – with proof of payment or purchase order.
- All documents must be attached separately in your email to GPW.
- 1 notice = 1 form, i.e. each notice must be on a separate form
- Please submit your notice **ONLY ONCE**.
- Requests for information, quotations and inquiries must be sent to the Contact Centre **ONLY**.
- The notice information that you send us on the form is what we publish. Please do not put any instructions in the email body.

## CANCELLATIONS

Don't forget!

Cancellation of notice submissions are accepted by GPW according to the deadlines stated in the table above. 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.

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**.

## PROVINCIAL NOTICES TYPES

Each province has standard notice types that are published in that specific provincial gazette. Please refer to the below table for the notice types applicable for the Northern Cape Provincial Gazette.

Province	Standard Notice Types
Northern Cape	- Proclamation - General - Municipal - Premier's Notice

## AMENDMENTS TO NOTICES **take note!**

With effect from **01 October 2015**, GPW no longer accepts amendments to notices. The cancellation process must be followed and a new notice submitted thereafter for the next available publication date.

## 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.

## PROOF OF PAYMENTS

**REMINDER**

GPW reminds you that all notice submissions **MUST** be submitted with an accompanying proof of payment (PoP) or purchase order (PO). If any PoP's or PO's are received without a notice submission, it will be failed and your notice will not be processed.

When submitting your notice request to [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za), please ensure that a purchase order (GPW Account customer) or proof of payment (non-GPW Account customer) is included with your notice submission. All documentation relating to the notice submission must be in a single email.

A reminder that documents must be attached separately in your email to GPW. (In other words, your email should have an Adobe Form plus proof of payment/purchase order – 2 separate attachments – where notice content is applicable, it should also be a 3rd separate attachment).

## FORMS AND GAZETTES

The electronic Adobe Forms and published gazettes can be found on our website: [www.gpwonline.co.za](http://www.gpwonline.co.za)

Should you require assistance with downloading forms or gazettes, please contact the eGazette Contact Centre who will gladly assist you.

eGazette Contact Centre

Email: [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)

Telephone: 012-748 6200



## USING THE CORRECT PDF READER



GPW reminds you that it is critical to use the correct PDF reader to access the forms to ensure that the forms are displayed correctly and do not convert to an image file.

Adobe Acrobat Reader DC® is the correct reader for all forms designed and used by GPW. This reader can be downloaded for free from the Adobe website: <https://get.adobe.com/reader/>

Notice submissions:

[submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za)

Queries & RFQ's:

[info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)

012-748 6200



**IMPORTANT NOTICE:**

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

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

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**NOTICE SUBMISSION DEADLINES FOR ORDINARY GAZETTES**

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 12h00 - 3 days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00, to be published the following Friday	Tuesday, 12h00 - 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
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 12h00 - 3 days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 12h00 - 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 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:

**E-mail:** submit.egazette@gpw.gov.za

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

**E-mail:** info.egazette@gpw.gov.za

**Tel:** 012-748 6200

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

**E-mail:** subscriptions@gpw.gov.za

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

**Fax:** 012-323-9574

# 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

**Government Printing Works** 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.

1. No hand written notices will be accepted for processing, this includes Adobe forms which have been completed by hand.
2. Notices can only be submitted in Adobe electronic form format, to the email submission address [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za). All notice submissions not on Adobe electronic forms will be rejected.
3. When submitting your notice request, please ensure that a purchase order (GPW Account customer) or proof of payment (non-GPW Account customer) is included with your notice submission. All documentation relating to the notice submission must be in a single email and must be attached separately. (In other words, your email should have an Adobe Form plus proof of payment/purchase order as 2 separate attachments. Where notice content is applicable, it should also be a 3rd separate attachment).
4. Notices brought to GPW by "walk-in" customers on electronic media can only be submitted in Adobe electronic form format.
5. 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. Where a customer walks into GPW with a stack 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.
6. For National or Provincial gazette notices, the following applies:
  - 6.1 These notices must be accompanied by an electronic Z95 or Z95Prov Adobe form
  - 6.2 The notice content (body copy) MUST be a separate attachment.
7. The current cut-off of all Gazette's remains unchanged for all channels. (Refer to the GPW website for submission deadlines – [www.gpwonline.co.za](http://www.gpwonline.co.za))
8. Incorrectly completed forms and notices submitted in the wrong format 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))
9. All re-submissions will be subject to the standard cut-off times.
10. All submissions and re-submissions that miss the cut-off will be rejected to the customer to be submitted with a new publication date.
11. 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.
12. Requests for Quotations (RFQs) should be received by the Contact Centre at least 24 hours before the submission deadline for that specific publication.

### APPROVAL OF NOTICES

13. 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.

### GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

The Government Printer indemnified against liability

14. The Government Printer will assume no liability in respect of—
  - 14.1 any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

- 14.2 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;
- 14.3 any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

#### LIABILITY OF ADVERTISER

15. 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.

#### COPY

16. Copy of notices must be submitted using the relevant Adobe PDF form for the type of notice to be placed and may not constitute part of any covering letter or document.
17. Where the copy is part of a separate attachment document for **Z95**, **Z95Prov** and **TForm03**
- 17.1 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).
- 17.2 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;

#### PAYMENT OF COST

18. 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.
19. 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.
20. 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, PrivateBag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
21. 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.
22. 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.
23. The Government Printer 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

24. Copies of the Government Gazette which may be required as proof of publication, may be ordered from the Government Printer at the ruling price. The Government Printer will assume no liability for any failure to post such Government Gazette(s) or for any delay in despatching it them

**IMPORTANT ANNOUNCEMENT**

# *Closing times for the* **ORDINARY WEEKLY** **2016** *NORTHERN CAPE PROVINCIAL GAZETTE*

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

- **09 May 2016**, Monday for the issue of Monday **16 May 2016**
- **16 May 2016**, Monday for the issue of Monday **23 May 2016**
- **23 May 2016**, Monday for the issue of Monday **30 May 2016**
- **30 May 2016**, Monday for the issue of Monday **06 June 2016**
- **06 June 2016**, Monday for the issue of Monday **13 June 2016**
- **10 June 2016**, Friday for the issue of Monday **20 June 2016**
- **20 June 2016**, Monday for the issue of Monday **27 June 2016**
- **27 June 2016**, Monday for the issue of Monday **04 July 2016**
- **04 July 2016**, Monday for the issue of Monday **11 July 2016**
- **11 July 2016**, Monday for the issue of Monday **18 July 2016**
- **18 July 2016**, Monday for the issue of Monday **25 July 2016**
- **25 July 2016**, Monday for the issue of Monday **01 August 2016**
- **01 August 2016**, Monday for the issue of Monday **08 August 2016**
- **05 August 2016**, Friday for the issue of Monday **15 August 2016**
- **15 August 2016**, Monday for the issue of Monday **22 August 2016**
- **22 August 2016**, Monday for the issue of Monday **29 August 2016**
- **29 August 2016**, Monday for the issue of Monday **05 September 2016**
- **05 September 2016**, Monday for the issue of Monday **12 September 2016**
- **12 September 2016**, Monday for the issue of Monday **19 September 2016**
- **19 September 2016**, Monday for the issue of Monday **26 September 2016**
- **26 September 2016**, Monday for the issue of Monday **03 October 2016**
- **03 October 2016**, Monday for the issue of Monday **10 October 2016**
- **10 October 2016**, Monday for the issue of Monday **17 October 2016**
- **17 October 2016**, Monday for the issue of Monday **24 October 2016**
- **24 October 2016**, Monday for the issue of Monday **31 October 2016**
- **31 October 2016**, Monday for the issue of Monday **07 November 2016**
- **07 November 2016**, Monday for the issue of Monday **14 November 2016**
- **14 November 2016**, Monday for the issue of Monday **21 November 2016**
- **21 November 2016**, Monday for the issue of Monday **28 November 2016**
- **28 November 2016**, Monday for the issue of Monday **05 December 2016**
- **05 December 2016**, Monday for the issue of Monday **12 December 2016**
- **09 December 2016**, Friday for the issue of Monday **19 December 2016**
- **19 December 2016**, Monday for the issue of Monday **26 December 2016**
- **23 December 2016**, Friday for the issue of Monday **02 January 2017**

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**GENERAL NOTICES • ALGEMENE KENNISGEWINGS**

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**NOTICE 40 OF 2016****MUNICIPALITY //KHARA HAIS****REMOVAL OF RESTRICTIONS ACT, 1967 (ACT 84/1967)****ERF 2887, UPINGTON**

Notice is given in terms of the provisions of section 2(1) of the Removal of Restrictions Act, 1967 (Act 84 of 1967), that the MEC for The Department of Cooperative Governance, Human Settlements and Traditional Affairs has, with effect from 8 March 2016, approved the removal of the restrictive Title conditions of Title Deed T1703/2014, P.3, Section A. (c) (i) to (iv) to facilitate the rezoning of Erf 2887, Upington.

**KENNISGEWING 40 VAN 2016****MUNISIPALITEIT //KHARA HAIS****WET OP OPHEFFING VAN BEPERKINGS, 1967 (WET 84/1967)****ERF 2887, UPINGTON**

Hierby word ooreenkomstig die bepalings van artikel 2(1) van die Wet op die Opheffing van Beperkings, 1967 (Wet 84 van 1967) bekend gemaak dat die LUR vir Noordkaap Departement van Samewerkende Regering, Menslike Nedersettings en Tradisionele Sake, met ingang van 8 Maart 2016, goedgekeur het dat die beperkende Titelvoorwaardes soos uiteengesit in Titelakte T1703/2014, Bl. 3, Afdeling A (c) (i) tot (iv) ten einde die hersonering op Erf 2887, Upington toe te laat.

**NOTICE 41 OF 2016****REMOVAL OF RESTRICTIONS ACT, 1967 (ACT 84/1967)****Erf 65, Postmasburg****Applicant: Macroplan**

Notice is given in terms of the provisions of the provisions of section 2(1) of the Removal of Restrictions Act, 1967 (Act 84 of 1967), that the MEC for The Department of Cooperative Governance, Human Settlements and Traditional Affairs has, with effect from 11 January 2016, approved the removal of the restrictive Title conditions of Title Deed (T4761/1996) p.4, Section 4; to facilitate the rezoning and subdivision on Erf 65, Postmasburg.

**MUNICIPAL MANAGER**

Mr. G.H Mathobela  
P.O. Box 5  
POSTMASBURG  
8420

KENNISGEWING 41 VAN 2016  
**TSANTSABANE MUNICIPALITY**

**WET OP OPHEFFING VAN BEPERKINGS, 1967 (WET 84/1967)**

**Erf 65, Postmasburg**

**Aansoeker:** Macroplan

Hierby word ooreenkomstig die bepalings van artikel 2(1) van die Wet op die opheffing van Beperkings, 1967 (Wet 84 van 1967) bekend gemaak dat die LUR vir Noordkaap Departement van Samewerkende Regering, Menslike Nedersettings en Tradisionele Sake, met ingang van 11 Januarie 2016, goedgekeur het dat die beperkende Titelvoorwaardes soos uiteengesit in Titelakte (T4761/1996) Bl.4, Afdeling 4 opgehef word; ten einde die hersonering en onderverdeling op Erf 65, Postmasburg, te oorweeg.

**MUNISIPALE BESTUURDER**

Mr. G.H Mathobela  
Posbus 5  
POSTMASBURG  
8420

**NOTICE 42 OF 2016**

**//KHARA HAIS MUNICIPALTY**

**NOTICE**

***Spatial Planning and Land Use Management Act, 2013 [ACT 16 of 2013]***

**Applicant:** Macroplan

**Nature of application:**

Removal of restrictive title conditions as enumerated Title Deed T3534/2008, Section B.2. (a), (b), (c), (d) and 3 to facilitate the rezoning of Erf 2433, Upington

Full particulars can be obtained from the Town Planner of the Council, Telephone 054-3387074, during normal office hours (Mondays to Fridays, 07:30 to 12:30 and 13:30 to 16:30) and objections against the application, if any, must be lodged in writing to the Town Planning Section of Council on or before Friday **10 June 2016**. Any person with objections against the application, who is unable to write, can report to Mr J du Plessis in office 071, during normal office hours, who will put such a person's objections in writing.

DE NGXANGA  
MUNICIPAL MANAGER  
Civic Centre  
Private Bag X6003  
UPINGTON  
8800

## KENNISGEWING 42 VAN 2016

## //KHARA HAIS MUNISIPALITEIT

## KENNISGEWING

***"Spatial Planning and Land Use Management Act", 2013 [Wet 16 van 2013]*****Aansoeker:** Macroplan**Aard van aansoek:**

Opheffing van beperkende titelvoorwaardes, soos vervat in T3534/2008, Afdeling B. 2 (a), (b), (c), (d) en 3, ten einde die hersonering van Erf 2433, Upington, moontlik te maak.

Nadere besonderhede is verkrygbaar vanaf die Raad se Stadsbeplanner, Telefoon 054-3387074, gedurende normale kantoorure (Maandag tot Vrydag, 07:30 tot 12:30 en 13:30 tot 16:30) en besware teen die aansoek, indien enige, moet skriftelik voor of op **Vrydag, 10 Junie 2016**, by die Raad se Stadsbeplanningsafdeling ingedien word. Indien enige persoon wat kommentaar wil lewer/vertoë wil rig, nie kan skryf nie, kan sodanige persoon gedurende normale kantoorure by Mnr J du Plessis by kantoor 071 aanmeld, waar sodanige persoon se kommentaar/vertoë op skrif gestel sal word.

DE NGXANGA

MUNISIPALE BESTUURDER

Bugersentrum

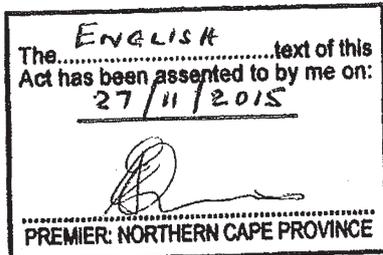
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8800

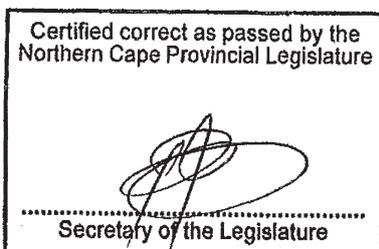
PREMIER'S NOTICES • PREMIERSKENNISGEWINGS

PREMIER'S NOTICE 3 OF 2016



NORTHERN CAPE SPORT AND RECREATION AUTHORITY ACT, 2015

(ACT No. 4 OF 2015)



# ACT

To provide for the institution of the Northern Cape Sport and Recreation Authority and for the governance thereof by a board; to determine its objects, functions and operation; to regulate its staff and financial matters; and to provide for matters connected therewith.

BE IT ENACTED by the Provincial Legislature of the Northern Cape Province as follows:-

## ARRANGEMENT OF SECTIONS

### Section

#### CHAPTER I INTERPRETATION

1. Definitions

#### CHAPTER II THE AUTHORITY AND BOARD

2. Institution of Authority
3. Objects of the Authority
4. Powers, functions and duties of the Authority
5. Establishment of Board
6. Composition of the Board
7. Term of office of members of the Board and filling of vacancies
8. Eligibility to serve on the Board
9. Conflicting interests
10. Removal from office
11. Remuneration of members of Board
12. Meetings of the Board
13. Committees of Board

#### CHAPTER III REGIONAL FORUM

14. Regional sport and recreation forum

#### CHAPTER IV STAFF MATTERS

15. Staff of Authority and remuneration
16. Chief executive officer
17. Removal of chief executive officer from office
18. Employment contract and performance agreement of chief executive officer

## CHAPTER V FINANCE AND PROCUREMENT

19. Finances
20. Accountability, audits and reports
21. Appropriation of income and property
22. Procurement

## CHAPTER VI REGISTRATION

23. Registration with the Authority of provincial sport or recreation bodies
24. Consequences of not being registered with the Authority
25. Application, registration and annual renewal fees
26. Suspension and termination of registration

## CHAPTER VII GENERAL PROVISIONS

27. Delegation
28. Regulations
29. Sport and Recreation policy
30. Transitional and founding arrangements
31. Short title and commencement

## CHAPTER I INTERPRETATION

### Definitions

1. In this Act, unless the context otherwise indicates, –

“**Authority**” means the Northern Cape Sport and Recreation Authority referred to in section 2;

“**Board**” means the Board of the Authority constituted in accordance with section 6;

“**chairperson**” means the chairperson of the Board appointed in terms of section 6(6);

“**chief executive officer**” means the chief executive officer appointed in terms of section 14(1) other than those appointed in other institutions performing different functions;

“**committee**” means a committee of the Board appointed in terms of section 13;

“**Constitution**” means the Constitution of the Republic of South Africa, 1996;

“**Department**” means the Provincial Department responsible for sport and recreation in the Province (DSAC);

“**Department**” means the Provincial Department responsible for Education in the Province (DoE);

“**District municipality**” means a district municipality as defined in the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998);

“**Local Government**” means a district municipality as defined in the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998);

“**Executive Council**” means the Executive Council of the Province as referred to in section 132 of the Constitution;

“**Elite Sport**” means any sport activity/ sport code that is defined according to the National Sport and Recreation Plan, White Paper on Sport and Recreation as well as the South African Sport Confederation and Olympic Committee Act (defined in terms of the Sport and Recreation Act of 2007 (as amended));

“**family member**” means a person’s –

- (a) spouse; or
- (b) child, parent, brother or sister, whether such a relationship results from birth, marriage or adoption;

“**financial year**” means the period commencing on the first day of April in any year to the thirty-first day of March in the ensuing year, both days inclusive;

“**forum**” means the regional sport and recreation forum established by section 14(1);

“**Head of Department**” means the Head of the Department responsible for sport and recreation in the Province;

“**Head of Education**” means the Head of the Department responsible for school education in the Province;

“**head of the provincial treasury**” means the head of the provincial treasury in the Province referred to in section 17(1)(a) of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

“**member**” means a member of the Board;

**“member of a provincial sport or recreation body”** means any sport person being a member or affiliate of such body, either directly or through an institution duly affiliated to that body;

**“organ of state”** has the meaning set out in section 239 of the Constitution;

**“policy”** means the Provincial Sport and Recreation policy made by the responsible Member in terms of section 29;

**“political office-bearer”** means –

- (a) a member of the National Assembly or the National Council of Provinces or the Cabinet;
- (b) a member of a provincial legislature;
- (c) a diplomatic representative of the Republic who is not a member of the public service;
- (d) a member of a house or council of traditional leaders;

- (e) a member of a municipal council; or
- (f) a national or provincial office-bearer of any political party;

“**Premier**” means the Premier of the Province referred to in section 125 of the Constitution;

“**prescribe**” means prescribe by regulation;

“**Province**” means the Northern Cape Province referred to in section 103(1)(g) of the Constitution, or any region thereof;

“*Provincial Gazette*” means the *Provincial Gazette* of the Province;

“**Provincial Revenue Fund**” means the Provincial Revenue Fund referred to in section 226 of the Constitution;

“**provincial sport institution**” means the Northern Cape Provincial Academy of Sport or the Northern Cape Sport Council, each established as a voluntary association under its own constitution, respectively to deal with matters related to sport or recreation in the Province;

“**provincial sport or recreation body**” means any provincial federation, agency, club or body, including a trust, registered company or other corporate structure of such a provincial federation, agency, club or body involved in the administration of sport and recreation at provincial level;

“**recreation**” means a guided process of voluntary participation in any physical activity, which may contribute to the improvement of the general health, well-being or skill of the participant;

“**region**” means the area of jurisdiction of a district municipality;

“**registered**” means registered with the Authority in terms of section 23(1);

“**Republic**” means the Republic of South Africa referred to in section 1 of the Constitution;

“**responsible Member**” means the Member of the Executive Council responsible for sport and recreation in the Province;

“**sport**” means any activity which requires a significant level of physical and mental involvement and in which participants engage in either a structured or unstructured environment, for the purpose of declaring a winner, though not solely so, or purely for relaxation, personal satisfaction, physical health, emotional growth or development;

“**sport federation**” means a sport organisation charged in terms of its constitution and by the national federation where such exists, with the responsibility of governing of a specific code of sport within the Province;

'**sport focus school**' means a school that includes sport as an examination subject in its curriculum;

'**sport person**' means any person taking part or intending to take part in sport;

'**SASCOC**' means the South African Sport Confederation and Olympic Committee defined in terms of the Sport and Recreation Act 2007 (as amended); and

'**this Act**' includes any regulation made under this Act.

## CHAPTER II THE AUTHORITY AND BOARD

### **Institution of Authority**

2. (1) The Northern Cape Sport and Recreation Authority is hereby instituted as a juristic person.
- (2) The Authority must be structured in a manner that will enable it to perform its functions in each of the regions of the Province.

### **Objects of the Authority**

3. The objects of the Authority are to–

- (a) regulate;
- (b) consolidate;
- (c) promote;
- (d) develop;
- (e) finance; and
- (f) co-ordinate,

Sport and recreation activities and facilities in the Province.

### **Powers, functions and duties of Authority**

4. (1) The Authority must, in close co-operation with the Department and with due regard to the achievement of gender equality in sport and the needs of disabled sport persons, exercise the powers, perform the functions and carry out the duties–
  - (a) provided for in this Act or any other law;
  - (b) provided for in the policy made by the responsible Member in terms of section 29; and
  - (c) from time to time assigned to it in writing by the responsible Member.
- (2) The Authority may, in the Province and subject to any national legislation–

- (a) promote community sport and amateur sport by –
  - (i) staging, financing or facilitating events intended for mass participation and encouraging communities to participate in such events;
  - (ii) assisting and encouraging sport club and federation development;
  - (iii) undertaking or assisting in the management of sport and recreation facilities;
- (b) promote elite sport and recreation by –
  - (i) undertaking, facilitating or financing athlete support services;
  - (ii) providing or financing medical support to athletes;
  - (iii) undertaking doping and medical testing of athletes on a regular basis;
  - (iv) identifying talented and high performance sport persons at an early stage;
- (c) in consultation with the Member of the Executive Council responsible for Education, assist with the development of school sport by –
  - (i) staging, financing or facilitating events intended for mass participation by learners and encouraging learners to participate in such events;
  - (ii) encouraging and financially supporting the formation and maintenance of school sport leagues;
  - (iii) encouraging the development of motor-skills amongst learners;
  - (iv) financially supporting sport focus schools;
  - (v) encouraging and financially supporting competitive school sport;
- (d) provide support –
  - (i) for the eradication of mainstream gender based discrimination and disability in sport;
  - (ii) for any special sporting event by –

- (aa) assisting with fundraising for the event;
- (bb) helping find sponsorships for the event;
- (cc) marketing and assisting with a communication plan for the event;
- (dd) facilitating sound stakeholder relationships;
- (e) engage in capacity building in the field of sport and recreation by –
  - (i) providing training and coaching in any form of sport;
  - (ii) the facilitation of accredited training through the relevant SETA;
  - (iii) providing a legal framework through which sporting and recreational events may take place;
  - (iv) strengthening regional and local sport structures;
- (f) undertake the development of sport by –
  - (i) talent identification;
  - (ii) organizing or hosting training camps or coaching clinics;
  - (iii) holding road shows in the various regions; and
  - (iv) arranging exchange programmes for sport persons on institutional, provincial, national and international level;
- (g) determine provincial colours for all sport codes representing the Province.

#### **Establishment of Board**

A Board for the Authority is hereby established –

- (a) to manage and control the affairs of the Authority;
- (b) to be the accounting authority for the Authority as contemplated in section 49(2)(a) of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and
- (c) to exercise the powers and perform the functions conferred or imposed upon the Authority by this Act or any other law.

**Composition of the Board**

6. (1) The Board shall consist of 13 members to be appointed by the responsible Member, subject to subsection (4),
- (2) Every one of the 5 regions in the Province must be represented by 2 members on the Board, and representation must be from the sport and recreation sector in those respective Districts/ Region,
- (3) 3 officials shall be appointed to serve on the Board as members each representing the Department of Sport, Arts and Culture, Department of Education and Local Government as Ex Officio members with no voting rights on the Board;
- (4) The responsible Member must, before appointing members, request nominations to be made for suitable persons to serve as members of the Board in at least one newspaper circulating in the Province/ regions and in the *Provincial Gazette*.
- (5) Members of the Board must have special competence, experience or interest in the field of sport and recreation and must be broadly representative of the gender, language and community composition of the Province.
- (6) The Head of Department for Sport, Arts and Culture shall identify an official to represent the said Department.
- (7) The Head of Department for Education shall identify an official to represent the said Department.
- (8) The Chief Executive Officer of the South African Local Government Association in the Province shall identify an official to represent the said organisation.
- (9) The responsible Member must appoint a chairperson and deputy chairperson from amongst the members of the Board.
- (10) Before being appointed a member of the Board, the candidate must submit to the responsible Member an affidavit in which such candidate declares that he or she –
  - (a) is eligible for such appointment; and
  - (b) is not disqualified in terms of this Act from such appointment.
- (11) The responsible Member is at any time entitled to call for proof to his or her satisfaction of the continued eligibility of any member or prospective member of the Board, or to undertake or cause to be undertaken any investigation or enquiry in that regard.

**Term of office of members of the Board and filling of vacancies**

7. (1) A member may be appointed for a period of 4 years (in line with the South African Sport Confederation and Olympic Committee's Olympic cycle)
- (2) A member whose term of office has expired is eligible for reappointment, but may not serve more than 2 terms of office.
- (3) Any vacancy on the Board may be filled by appointment in the manner in which the member who vacates the office was required to be appointed, and any member so appointed holds office for the unexpired portion of the period for which the member who vacated the office was appointed.

**Eligibility to serve on the Board**

8. (1) To be eligible to serve as a member of the Board, and to continue to hold that office, a person must –
- (a) be a fit and proper person;
  - (b) not be subject to any disqualification set out in subsection (2);
  - (c) have submitted to the responsible Member the affidavit referred to in section 6(7); and
  - (d) be a citizen of the Republic and ordinarily residing in the country.
- (2) A person may not be a member of the Board if that person –
- (a) is a political office-bearer;
  - (b) is an unrehabilitated insolvent, or becomes insolvent and the insolvency results in the sequestration of his or her estate;
  - (c) was once, or is removed from an office of trust on account of misconduct;
  - (d) is subject to an order of a competent court holding that person to be mentally deranged;
  - (e) within the previous ten years has been, or is, convicted in the Republic or elsewhere of theft, fraud, forgery or uttering a forged document, perjury, an offence under the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004), an offence under Chapter 2 or 3 of the Prevention of Organised Crime Act, 1998 (Act No. 121 of 1998), an offence under the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001) or an offence involving dishonesty; or
  - (f) has been convicted of any other offence committed after the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), took effect, and sentenced to imprisonment without the option of a fine.
- (3) The provisions of subsections (1) and (2), read with the changes required by the context, apply to any official referred to in section 6(5).

**Conflicting interests**

9. (1) A member of the Board must not –

- (a) engage in any activity that may undermine the integrity of the Authority;
  - (b) attend, participate in or influence the proceedings during a meeting of the Board if, in relation to the matter before the Board, that member has an interest that precludes the member from performing the duties of a member of the Board in a fair, unbiased and proper manner;
  - (c) vote at any meeting of the Board in connection with a matter contemplated in paragraph (b);
  - (d) make private use of, or profit from, any confidential information obtained as a result of performing duties as a member of the Board; or
  - (e) divulge any information referred to in paragraph (d) to any third party, except as required as part of that person's official functions as a member of the Board.
- (2) If, at any time, it appears to a member of the Board that a matter before the Board concerns an interest of that member referred to in subsection (1)(b), the member must -
- (a) immediately and fully disclose the nature of that interest to the meeting; and
  - (b) withdraw from the meeting to allow the remaining members to discuss the matter and determine whether the member should be prohibited from participating in any further proceedings concerning that matter.

#### **Removal from office**

10. (1) The responsible Member may, by written notice, remove any member of the Board from office -
- (a) on the grounds of misconduct or incompetence;
  - (b) if the member becomes subject to a disqualification contemplated in section 8(2);
  - (c) if the member is absent for more than two meetings of the Board in one year without sound reason, or, in the case of absence due to medical reasons, without presenting a valid medical certificate.
- (2) A decision to remove a member of the Board on the grounds of misconduct or incompetence must be based on a finding to that effect by an investigating tribunal appointed by the responsible Member.

- (3) A notice contemplated in subsection (1) must state the reasons for removal of the member.
- (4) The responsible Member may at any time disband the Board if he or she is, on reasonable grounds, convinced that the Board is not functioning properly or that it will be in the community's or public interest to do so.
- (5) If the responsible Member has disbanded the Board as contemplated in subsection (4), he or she must forthwith appoint an administrator to exercise the powers, perform the functions and carry out the duties of the Board until a new Board is appointed in terms of section 6.

#### **Remuneration of members of Board**

11. (1) A member of the Board must be paid such reasonable remuneration and allowances out of the funds of the Board as the responsible Member, with the concurrence of the head of the provincial treasury, may from time to time determine.
- (2) A member of the Board, who is in the full-time employ of any organ of state, may not receive remuneration in terms of subsection (1).
- (3) Remuneration determined in terms of subsection (1) must be published in the *Provincial Gazette* by the responsible Member before it becomes effective.
- (4) Members of the Board are entitled to be reimbursed for any travelling and subsistence expenses reasonably incurred by them for the performance of their functions as members of the Board.

#### **Meetings of the Board**

12. (1) The chairperson determines the date, time and place for the first meeting of the Board, and the chairperson, in consultation with the Board, determines the date, time and place for each subsequent meeting.
- (2) The chairperson, in consultation with the Board, may determine procedures at meetings of the Board, after due consideration of the principles of openness and transparency.
- (3) A majority of the members of the Board contemplated in section 6(1) is a quorum for a meeting of the Board.
- (4) The Board must attempt to reach its decision by consensus.
- (5) If the Board is unable to reach a consensual decision in any matter before it, the Board may resolve the matter by a simple majority vote on a motion.
- (6) In the event of an equality of votes regarding any matter put to the vote, the chairperson has a casting vote in addition to his or her deliberative vote.

- (7) Subject to subsections (4), (5) and (6), the Board may establish rules for its own proceedings.
- (8) The chief executive officer must take minutes or cause minutes to be taken at meetings of the Board.
- (9) Minutes of the proceedings of meetings of the Board must be retained at the offices of the Authority and must be open to the public for inspection.
- (10) No person who has access to any information classified by the Board as confidential, may, without permission of the Board, divulge such information.
- (11) If a particular person is able to assist the Board in the consideration of a particular matter, the Board may co-opt that person for that purpose.
- (12) A person so co-opted is not entitled to vote at any meeting of the Board or a committee of the Board.
- (13) The Board must meet at least once every 3 months to, amongst other things; consider the report referred to in section 20(3).
- (14) The responsible Member may call a meeting of the Board if the Board fails to comply with subsection (13).
- (15) The chairperson must call an extraordinary meeting of the Board, if so requested by the responsible Member, the majority of members of the Board or the chief executive officer.
- (16) Whenever any matter to be dealt with by the Board is of such a nature that it requires the immediate and urgent attention of the Board and it is not possible for the Board to meet in order to attend to the matter, all relevant documentation pertaining to such matter must forthwith be made available to each member by the chief executive officer for consideration.
- (17) A matter referred to in subsection (16) and agreed upon in writing by a simple majority of the Board members will, subject to subsection (18), be a resolution of the Board.
- (18) A resolution contemplated in subsection (17), must be reported to the Board by the chief executive officer at its next ensuing meeting and must be so recorded in the minutes of that meeting.

### Committees of Board

13. (1) The Board may establish committees, with the power to co-opt other persons, for the purpose of assisting it with the due and proper exercise and performance of any of its powers and functions in terms of this Act, and may likewise dissolve, extend, enlarge or limit any committee so established.

- (2) (a) A committee established under subsection (1), consists of no fewer than three members designated by the Board being suitable and appropriately qualified or experienced regarding matters relating to the functions of the committee in question.
- (b) The Board must designate a Board member serving on a committee as the chairperson of such committee.
- (3) A co-opted member of a committee serves in an advisory capacity, and may not vote at any meeting of such committee.

### CHAPTER III REGIONAL FORUM

#### Regional sport and recreation forum

14. (1) A regional sport and recreation forum is hereby established to make recommendations to the Authority regarding matters pertaining to sport and recreation matters at a regional or local level.
- (2) The forum consists of –
- (a) Chairpersons of the District/ Regional Sport and Recreation bodies/ registered and functional structures,
  - (b) Nominated person representing the schools sport structure in the District/ Region,
  - (c) A person appointed to represent the Local Government sphere in the District/ Region.
- (3) To participate in the activities of the forum, the regional managers of the responsible Departments in each region must assist to –
- (a) establish a regional sport and recreation associations consisting of all registered sport or recreation bodies within the region willing to participate in the activities of the forum;
  - (b) support in the hosting of regular meetings of the forum;
  - (d) provide the chief executive officer with a copy of the constitution of the regional association,
  - (e) Departmental regional managers from both Departments (DSAC and DoE) including local government shall be Ex Officio members of the Forums.
- (3) The forum must meet at least once every 3 months, alternatively in each region, to deliberate on and make recommendations to the Authority regarding matters pertaining to sport or recreation at a regional or local level.
- (4) A decision of the forum is taken only by way of consensus at a meeting of the forum where at least a majority of the members contemplated in subsection (2) are present.

- (6) All matters relating to meetings and the functioning of the forum must be attended to by the chief executive officer or a member of the staff of the Authority designated by the chief executive officer and must be financed by the Authority.
- (7) Members of the forum do not receive any remuneration, but are entitled to be reimbursed for travelling and subsistence expenses reasonably incurred by them for the attendance of meetings of the forum.
- (8) Recommendations of the forum must be put onto the agenda of the next ensuing meeting of the Board by the chief executive officer for consideration, decision and report back to the forum.

#### CHAPTER IV STAFF MATTERS

##### Staff of Authority and remuneration

15. (1) The Board –
- (a) must, subject to sections 16, 17 and 18 and with the concurrence of the responsible Member, appoint a suitably qualified and experienced person as chief executive officer, who –
    - (i) subject to the direction and control of the Board, is responsible for all financial and administrative responsibilities pertaining to the functions of the Authority; and
    - (ii) is accountable to the Board;
  - (b) must, with the concurrence of the responsible Member, determine a staff establishment for the Authority; and
  - (c) may, on the establishment contemplated in paragraph (b), appoint any other staff as may be necessary to enable the Authority to perform its functions.
- (2) Section 8(1) and (2) and section 9, read with the changes required by the context, apply to the chief executive officer and each staff member to be appointed in terms of this Act.
- (3) The Board may, with the concurrence of the responsible Member and the head of the provincial treasury, determine the remuneration, allowances, employment benefits and other terms and conditions of appointment of a person appointed in terms of subsection (1).
- (5) The Board may delegate its powers in terms of subsection (1)(c) to the chief executive officer.

- (5) The responsible Member may, after consultation with the Board, second any official on the establishment of the Department to the Authority in accordance with section 15(3) of the Public Service Act, 1994.
- (6) On dissolution of a provincial sport institution in accordance with section 30(1)(a), a person in the employ of the institution –
  - (a) remains so employed;
  - (b) retains his or her emoluments and other conditions of service; and
  - (c) is employed additional to the staff establishment of the Authority determined in terms of subsection (1)(b).

#### **Chief executive officer**

16. (1) The chief executive officer, appointed in terms of section 15(1), must be a person who has appropriate qualifications, knowledge or experience regarding the business and operations of the Authority.
- (2) The chief executive officer must have thorough knowledge of the financial and provisioning administration prescripts incumbent on the Authority.
- (3) The Board must, when appointing a chief executive officer, through public invitation, request applications for that position.
- (4) The chief executive officer is appointed for such period and on such terms and conditions of service as the Board may, subject to section 15(3), determine, but –
  - (a) the chief executive officer may not be so appointed for a period exceeding 5 years;
  - (b) upon the expiration of the term of office of the chief executive officer, he or she is eligible for reappointment for one further term of 5 years only;
  - (c) the chief executive officer may not undertake any other remunerative work, without the prior written consent of the Board.
- (5) The chief executive officer may, on 3 months' written notice tendered to the Board, resign from his or her office.
- (6) Whenever the office of chief executive officer is vacant or the chief executive officer is absent or incapacitated or refuses or fails to act, the powers and functions of the chief executive officer may be exercised and performed by any person designated as the acting chief executive officer by the responsible Member, but such person may not be the acting chief executive officer for a period exceeding 6 months in total

- (7) While a person appointed as contemplated in subsection (6) so acts, he or she may exercise the powers and perform the functions of the chief executive officer.

#### **Removal of chief executive officer from office**

17. (1) The Board may remove the chief executive officer from office –
- (a) on account of his or her improper conduct;
  - (b) for unfitness for the functions of his or her office;
  - (c) on the ground of a permanent infirmity of mind or body which renders him or her incapable of discharging the functions of his or her office or discharging them properly;
  - (d) on the ground that he or she is or has become subject to a disqualification envisaged in section 8(2).
- (2) The Board may, in order to determine whether there exists sufficient cause for the removal of the chief executive officer from office as contemplated in subsection (1), initiate an inquiry or investigation for that purpose.
- (3) Whenever any inquiry or investigation, initiated as contemplated in subsection (2), is being undertaken, the Board may and with due regard to the provisions of the Labour Relations Act, 1995 (Act No. 66 of 1995), suspend the chief executive officer from his or her office pending the outcome of such an inquiry or investigation.
- (4) For the purposes of subsection (1)(a), non-compliance by the chief executive officer with any provision of this Act or the Public Finance Management Act, 1999 (Act No. 1 of 1999), amongst other things, constitutes improper conduct.
- (5) If the responsible Member is of the opinion that one or more of the grounds referred to in subsection (1) is applicable to the chief executive officer, he or she may direct the Board to act in accordance with subsection (2).

#### **Employment contract and performance agreement of chief executive officer**

18. (1) The appointment of the chief executive officer by the Board as contemplated in section 15(1) becomes effective from the date of the entering into a written employment contract with the Authority, which employment contract must be for the duration of his or her term of office as chief executive officer.
- (2) The employment contract contemplated in subsection (1) must, as a minimum, contain the chief executive officer's personal particulars, term of office, conditions of service, powers, functions, responsibilities, duties as well as his or her remuneration, allowances and benefits

- (3) In addition to the employment contract as contemplated in subsection (1), the chief executive officer must annually, prior to the commencement of the financial year concerned, conclude a performance agreement with the Board which performance agreement's term of operation must coincide with the financial year of the Board.
- (4) The performance agreement contemplated in subsection (3) must, as a minimum, contain a reference to the financial year to which such performance agreement pertains, the purpose of the chief executive officer's job, the key result areas, financial and management criteria, performance guidelines and targets of such job, as well as the standards for measuring the performance of the chief executive officer, by the Board, on at least a bi-annual basis.

## CHAPTER V FINANCE AND PROCUREMENT

### Finances

19. (1) The Authority is financed from –
  - (a) money appropriated by the Provincial Legislature for the Authority;
  - (b) any money payable to the Authority in terms of this Act;
  - (c) income derived by the Authority from its investment and deposit of surplus money in terms of subsection (6); and
  - (d) all other monies legally accruing to the Authority from any source.
- (2) The financial year of the Authority is the period from 1 April in any year to 31 March of the following year.
- (3) The prescripts incumbent on a provincial public entity, contained in the Public Finance Management Act, 1999 (Act No. 1 of 1999), and the Treasury Regulations apply to the Authority.
- (4) The Board must open and maintain an account in the name of the Authority with a registered bank in the Republic and –
  - (a) any money received by the Authority must be deposited into that account; and
  - (b) every payment on behalf of the Authority must be made from that account.
- (5) Withdrawals from the account of the Authority must be authorized on its behalf by two persons designated for that purpose by resolution of the Board.

- (6) The Board may invest or deposit money of the Authority that is not immediately required for contingencies or to meet current expenditures –
- (a) on a call account or short-term fixed deposit with any registered bank or financial institution in the Republic; or
  - (b) in an investment account with the Corporation for Public Deposits established in terms of section 2 of the Corporation for Public Deposits Act, 1984 (Act No. 46 of 1984).
- (7) Any money standing to the credit of the Authority at the end of any financial year of the Authority, excluding such money as has been approved by the responsible Member, being necessary for the reasonable immediate running expenses of the Authority, must be paid into the Provincial Revenue Fund.
- (8) No loan may be made out of the funds of the Authority, or from any other funds administered or held in trust by the Authority, to a member of the Board, or a member of the staff of the Authority, or to a family member of such member of the Board or member of the staff of the Authority.

#### **Accountability, audits and reports**

20. (1) The Board must –
- (a) account for state and other money received by, or paid for, or on account of the Authority; and
  - (b) cause the necessary accounting and related records to be kept,
- in accordance with the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- (2) The records referred to in subsection (1)(b) must be audited by the Auditor General.
- (3) The Authority must, through the Head of Department, report at least quarterly in writing to the responsible Member on its activities.
- (4) The Authority must submit the report and statements referred to in section 55(1) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), to the responsible Member in the way required by section 55(3) of that Act.
- (6) The responsible Member must, as soon as practicable after receiving the report and statements referred to in subsection (4), table it in the Provincial Legislature.

- (6) The Authority must, in the report contemplated in subsection (4), as far as the exercise and performance of its powers and functions during the year being reported on, are concerned, also include reference to -
- (a) its achievements;
  - (b) its failures;
  - (c) the financial implications of all such achievements and failures;
  - (d) any recommendations pertaining to its objects, for consideration.
- (7) The Board must establish an audit committee for the Authority consisting of at least three persons in accordance with Treasury Regulation 27.
- (8) The audit committee must prepare, sign and submit to the Authority, within 15 days of the end of each quarter, a report in respect of the operations, including the income and expenditure of the Authority in respect of the preceding quarter.

#### **Appropriation of income and property**

21. The moneys appropriated by the Provincial Legislature to the Authority as contemplated in section 18(1)(a), must be utilized in accordance with such appropriation and all other income, property and profits of the Authority must be utilized exclusively for the achievement of its objects and in accordance with the provisions of this Act.

#### **Procurement**

22. (1) When procuring any supply or service, or hiring or letting anything or acquiring or granting any right or acquiring or disposing of any asset for or on behalf of the Authority, the Board must ensure that such procurement is effected in accordance with, and duly complies with -
- (a) the regulations made or instructions issued by the National Treasury in respect of an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective as contemplated in section 76(4)(c) of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
  - (c) the instructions issued by the Provincial Treasury as contemplated in section 18(2)(a) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), in respect of an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective;

- (c) the appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective as established by the Board, as contemplated in section 51(1)(a)(iii) of the Public Finance Management Act, 1999 (Act No. 1 of 1999) and Treasury Regulation 16A; and
  - (d) the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (2) The Board must adopt, within six months after the coming into operation of this Act, a procurement system consistent with subsection (1), which procurement system must be utilized for the procurement of all supplies, goods and services, as well as the disposal of supplies and goods by the Board.

## CHAPTER VI REGISTRATION

### Registration with the Authority of provincial sport or recreation bodies

23. (1) All provincial sport or recreation bodies representing sport persons within the boundaries of the Province, must register with the Authority.
- (2) An application for registration with the Authority must be lodged on the prescribed form, accompanied by –
- (a) a detailed written motivation in support of the application;
  - (b) a copy of its constitution or other founding document;
  - (c) proof of membership of constituent bodies or persons;
  - (d) a letter of support by the Head of Department for Education, in the event of a sport or recreation body representing school sport; and
  - (e) proof of payment of the prescribed fee.
- (3) The Board must, within a reasonable time after receipt of the application referred to in subsection (2), consider the application and –
- (a) approve the application subject to such conditions as the Board may determine; or
  - (b) reject the application.
- (7) The Board must, in writing, forthwith notify the applicant of its decision and if the application was rejected, provide the reasons for its decision

- (5) An unsuccessful applicant may reapply for registration only after a period of 6 months has lapsed since being notified accordingly.
- (6) When considering an application, the Board may request additional information to that already provided for in subsection (2).

#### **Consequences of not being registered with the Authority**

24. (1) The Department or the Authority may not provide financial or other assistance to –
- (a) a provincial sport or recreation body not registered with the Authority in terms of section 23;
  - (b) a sport person who is –
    - (i) not a member of a provincial sport or recreation body; or
    - (ii) a member of a provincial sport or recreation body not registered with the Authority in terms of section 23.
- (2) No sport person may represent the Province in any sport event or wear the Province's colours in such event, unless that sport person is a member of a provincial sport or recreation body registered with the Authority in terms of section 23.

#### **Application, registration and annual renewal fee**

25. (1) (a) An institution applying for registration in terms of section 23 must pay to the Authority the prescribed application fee upon submission of the application.
- (b) A successful applicant must, upon receipt of the notification to that effect in terms of section 23(4), pay to the Authority the prescribed registration fee before the registration becomes effective and thereafter annually pay the prescribed renewal fee.
- (c) The Authority must, within 48 hours after receipt of the fees contemplated in paragraphs (a) and (b), pay the fees into the Provincial Revenue Fund.
- (d) No fee contemplated by this section is refundable.
- (2) The annual renewal fee becomes due on the last day of March in each consecutive year.
- (4) If the annual renewal fee is not paid within 90 days from the date on which it became due in accordance with subsection (2), the registration lapses.

**Suspension and termination of registration**

26. (1) Should any provincial sport or recreation body –
- (a) contravene or fail to comply with a provision of this Act;
  - (b) contravene or fail to comply with a provision of the policy made by the responsible Member in terms of section 29; or
  - (c) bring the Province, the Department, the Authority or the sport code it represents into disrepute,
- the Board may, by written notice –
- (i) pending an investigation, suspend the membership of the body;
  - (ii) after an investigation, terminate the membership of the body.
- (2) A decision by the Board to suspend the membership of a provincial sport or recreation body must be taken with the concurrence of the responsible Member.
- (3) A decision to terminate the membership of a provincial sport or recreation body in terms of subsection (1) must be based on a finding to that effect by an investigating tribunal appointed by the responsible Member.
- (4) A notice to terminate the membership of a sport or recreation body must state the reasons for the termination.
- (5) If the membership of a sport or recreation body is suspended in terms of subsection (1), the body is, during the period of the suspension, for purposes of section 24 deemed not to be registered with the Authority.

**CHAPTER VII  
GENERAL PROVISIONS****Delegation**

27. (1) The Board may, subject to subsections (2) and (3), in writing, delegate any of the Authority's powers, functions or duties in terms of this Act, to the chief executive officer or a committee of the Board.
- (2) The chief executive officer may, with the written permission of the Board, sub-delegate any power, function or duty delegated to him or her in terms of subsection (1), to any member of the staff of the Authority.

- (3) A delegation or sub-delegation, as the case may be, may be withdrawn by the Board or the chief executive officer with the concurrence of the Board, respectively.

### Regulations

28. (1) The responsible Member may, by notice in the *Provincial Gazette*, make regulations regarding –
- (a) fees to be paid to the Authority or any institution administered by the Authority; and
  - (b) any other matter that may be necessary or expedient in order to achieve the objects of this Act.
- (2) Any regulation made in terms of subsection (1)(a), may only be made with the concurrence of the head of the provincial treasury.
- (3) No less than 1 month before any regulation is made under this section, the responsible Member must cause the text thereof to be published in the *Provincial Gazette* together with a notice declaring his or her intention to make that regulation and inviting interested persons to furnish any comments thereon or any representation which they may wish to make in regard thereto, to the responsible Member on or before a date mentioned in the notice.

### Sport and recreation policy

29. (1) The responsible Member may, after consultation with the Board, adopt a sport and recreation policy for the Province.
- (2) The policy contemplated in subsection (1), may not be in conflict with this Act or any other law, and is binding on the Authority, any provincial sport or recreation body or any sport person, and may include –
- (a) the determination of priorities for sport and recreation development in the Province;
  - (b) measures to achieve transformation in sport in the Province;
  - (c) conditions pertaining to the transfer of funds to the Authority or any other institution or entity;
  - (d) measures to achieve gender equality in sport and to provide for the special needs of disabled sport persons in the Province;

- (e) a code of conduct for sport persons and members of teams representing the Province; and
  - (f) any other matter related to sport or recreation in the Province.
- (3) A policy contemplated in subsection (1) or any amendment thereto, only becomes binding after publication thereof in the *Provincial Gazette*.

#### **Transitional and founding arrangements**

30. (1) With effect from the date on which this Act comes into operation, subject to the approval of the governing body of a provincial sport institution first being obtained –
- (a) the institution is dissolved;
  - (b) the staff, assets, liabilities and records of the institution are transferred to the Authority and the Authority becomes the successor-in-law of the institution.
- (2) The responsible Member must appoint an administrator to exercise the powers, perform the functions and carry out the duties of the Board, until the first Board is appointed in terms of section 6.

#### **Short title and commencement**

31. This Act is called the Northern Cape Sport and Recreation Authority Act, 2015, and comes into operation on a date fixed by the Premier by proclamation in the *Provincial Gazette*.

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**MUNICIPAL NOTICES • MUNISIPALE KENNISGEWINGS**

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**MUNICIPAL NOTICE 18 OF 2016****DEVELOPMENT OF GA-SEGONYANA LOCAL MUNICIPALITY SPATIAL DEVELOPMENT FRAMEWORK (SDF)**

Notice is hereby given in terms of the Spatial Planning and Land Use Management Act (Act 16 of 2013), that the Ga-Segonyana Local Municipality is commencing with the development of its Spatial Development Framework (SDF). The development process commenced on 1 April 2016 and will be carried out over a period of 14 months.

All stakeholders and communities are encouraged to participate in the consultation processes that will be conducted during the SDF development. The SDF will be a long term spatial plan that will significantly guide development within the municipality over the next 5 to 20 years.

Enquiries regarding the development of the SDF may be directed to Mr B. Choche on 053 712 9300, during normal office hours.

**G. E. NTEFANG  
MUNICIPAL MANAGER  
GA-SEGONYANA LOCAL MUNICIPALITY  
CNR VOORTREKKER AND SCHOOL STREETS  
PRIVATE BAG X1522  
KURUMAN  
8460**

**MUNICIPAL NOTICE 19 OF 2016**  
**AGREEMENT FOR THE ESTABLISHMENT OF A DISTRICT**  
**MUNICIPAL**  
**PLANNING TRIBUNAL**

Concluded by and between:

**PIXLEY KA SEME DISTRICT MUNICIPALITY**

Demarcation Code: DC7

herein represented by J Z Lolwana in his/her capacity as Mayor and R E Pieterse in his/her capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated August 2014

(hereinafter referred to as "PKSDM")

and

**UBUNTU LOCAL MUNICIPALITY**

Demarcation Code: NCO71

herein represented by A J Arends in his/her capacity as Mayor and X Malgas in his/her capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated July 2014

(hereinafter referred to as "UBULM")

And

A collection of handwritten signatures and initials in black ink. The initials include SBC, RA, N.I.T, L.O, CCJ, AS, ST, NN, S.D, and others. Some initials are circled or underlined. There are also some larger, more complex signatures.

**RENOSTERBERG LOCAL MUNICIPALITY**

Demarcation Code: NCO75

herein represented by A Z Kwinana in his/her capacity as Mayor and G Veli in his/her capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated August 2014

(hereinafter referred to as "RLM")

and

**THEMBELIHLE LOCAL MUNICIPALITY**

Demarcation Code: NCO76

herein represented by D Jonas in his/her capacity as Mayor and A M Mogale in his/her capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated August 2014

(hereinafter referred to as "TLM")

and

**SIYATHEMBA LOCAL MUNICIPALITY**

Demarcation Code: NCO77

herein represented by P Papier in his/her capacity as Mayor and J M Alexander in his/her capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated July 2014

(hereinafter referred to as "SLM")

N.I.T  
 C.C.S  
 L.O  
 J.O  
 S.B.G  
 F.A  
 J.T  
 K.G  
 S.M  
 R  
 N.W  
 S.A  
 N.G.V

**UMSOBOMVU LOCAL MUNICIPALITY**

Demarcation Code: NOC72

herein represented by N L Hermanus in his/her capacity as Mayor and A Mpela in his/her capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated August 2014

(hereinafter referred to as "UM")

and

**EMTHANJENI LOCAL MUNICIPALITY**

Demarcation Code: NCO73

herein represented by S T Sthonga in his/her capacity as Mayor and I Visser in his/her capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated August 2014

(hereinafter referred to as "ELM")

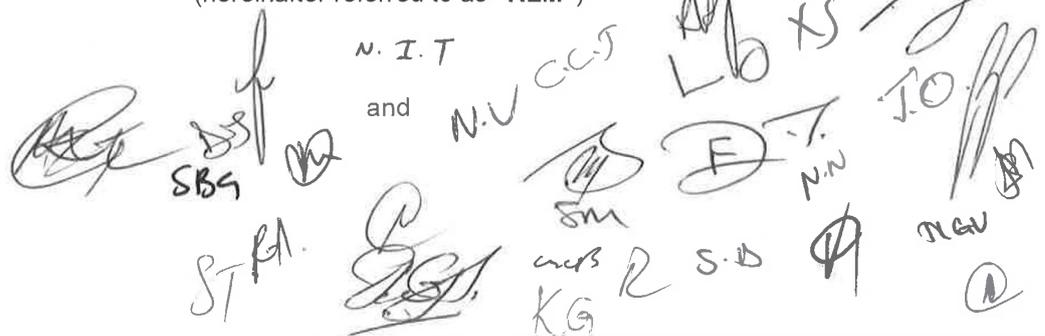
and

**KAREEBERG LOCAL MUNICIPALITY**

Demarcation Code: NCO74

herein represented by N I Titus in his/her capacity as Mayor and W De Bruin in his/her capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated \_\_\_\_\_

(hereinafter referred to as "KLM")


  
 N. I. T  
 and  
 N. V. C. C. S  
 L. B. X. S.  
 S. B. G.  
 S. T. P. A.  
 S. M.  
 K. G.  
 S. D.  
 M. N.  
 J. O. P.  
 M. G. V.  
 @

SIYANCUMA LOCAL MUNICIPALITY

Demarcation Code: NCO78

herein represented by P Papier in his/her capacity as Mayor and J M Alexander in his/her capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated \_\_\_\_\_

(hereinafter referred to as "SILM")

WHEREAS section 34 of the Act makes provision for the establishment of a joint 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 as published in terms of the Act;

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; and

NOW THEREFORE the parties to this agreement agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 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.

1.2 In this Agreement, unless a contrary intention clearly appears words importing –

1.2.1 any one gender includes the other gender;

1.2.2 the singular includes the plural and vice versa; and

Handwritten signatures and initials including: SBC, STFA, N.I.T, N.V., F.I.T., N.I.N., S.D., NGV., and @.

1.2.3 natural persons include created entities (corporate or non-corporate) and vice versa.

1.3 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.

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

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

1.5.1 **"By-law"** means the By-laws adopted by UBULM, UM, ELM, KLM, RLM, TLM, SLM and SILM respectively which governs the manner in which UBULM, UM, ELM, KLM, RLM, TLM, SLM and SILM will deal with applications in terms of the Act;

1.5.2 **"commencement date"** means the date of publication of the notice referred to in section 34(3) of the Act;

1.5.3 **"DMPT"** means the District Municipal Planning Tribunal established in terms of this Agreement;

1.5.4 **"notice"** means a written notice;

1.5.5 **"Parties"** mean the parties to this Agreement, being PKSDM, UBULM, UM, ELM, KLM, RLM, TLM, SLM and SILM;

1.5.6 **"the Act"** means the Spatial Planning and Land Use Management Act, 16 of 2013; and

1.5.7 **"the Regulations"** means the Spatial Planning and Land Use Management Regulations: Land Use Management and General Matters, 2015.

**2. FUNDING**

- 2.1 PKSDM, UBULM, UM, ELM, KLM, RLM, TLM, SLM and SILM will make provision in their respective budgets on an annual basis to jointly fund the costs of the DMPT, said costs which shall include the remuneration of all members of the DMPT and its actual operating costs.
- 2.2 Any local Municipality which is a Party to this Agreement will be responsible for the payment of the costs of the activities of the DMPT in respect of any application which originated in that Local Municipality's area of jurisdiction.
- 2.3 If a local Municipality which is a Party to this Agreement fails to pay the costs of the DMPT as determined by PKSDM within 30 (Thirty) days after being requested to do so in writing, this Agreement can be terminated immediately by any Party to this Agreement by way of written notice to the other Parties.

**3. DURATION AND EFFECTS OF CANCELLATION**

- 3.1 This Agreement commences on the commencement date and shall terminate on the date and in the manner as set out below.
- 3.2 This Agreement shall terminate –
  - 3.2.1 on the date that the term of the members of the DMPT expires; or
  - 3.2.2 when one of the municipal councils does not approve funding as contemplated in clause 2.3 of this Agreement; or
  - 3.2.3 six months after one of the Parties to this Agreement terminates the Agreement by giving six months' notice of its intention to withdraw from this Agreement.

A collection of handwritten signatures and initials in black ink, scattered across the bottom of the page. Some legible initials include 'N.I.T', 'L.O', 'NV', 'F.F.J.', 'N.N', 'C.C.J.', 'R', 'S.B', 'K.G', 'S.B.G', 'M.A', 'S.B', 'M.A', and 'R'. There are also some scribbled-out signatures and other marks.

3.3 In the event of the termination of this Agreement the Parties shall be responsible to establish its own Municipal Planning Tribunals which must adjudicate any application which has not been decided upon by the DMPT.

**4. ESTABLISHMENT OF THE DISTRICT MUNICIPAL PLANNING TRIBUNAL**

4.1 The DMPT shall consist of a minimum of 5 members and a maximum of members as the municipal council deems proper, made up as follows:

- 4.1.1 one official in the full-time service of UBULM as designated in writing by UBULM;
- 4.1.2 one official in the full-time service of UM as designated in writing by UM;
- 4.1.3 one official in the full-time service of ELM as designated in writing by ELM;
- 4.1.4 one official in the full-time service of KLM as designated in writing by KLM;
- 4.1.5 one official in the full-time service of RLM as designated in writing by RLM;
- 4.1.6 one official in the full-time service of TLM as designated in writing by TLM;
- 4.1.7 one official in the full-time service of SLM as designated in writing by SLM;
- 4.1.8 one official in the full-time service of SILM as designated in writing by SILM;
- 4.1.9 one official in the full-time service of PKSDM as designated in writing by PKSDM;
- 4.1.10 at least one Attorney of the High Court of South Africa or Advocate of the High Court of South Africa;
- 4.1.11 if one of the officials in the full-time service of PKSDM, UBULM, UM, ELM, KLM, RLM, TLM, SLM and SILM are not a professional registered in terms of the Planning Profession Act, 36 Of 2002, then such a professional not in the full-time service of PKSDM, UBULM, UM, ELM, KLM, RLM, TLM, SLM and SILM;

4.1.12 if possible, at least on Chartered Accountant registered in terms of the Auditing Profession Act, 26 of 2005;

4.1.13 at least one Engineer registered in terms of the Engineering Profession Act, 46 of 2000;

4.1.14 if one of the officials in the full-time service of PKSDM, UBULM, UM, ELM, KLM, RLM, TLM, SLM and SILM are not an environmental assessment practitioner, at least one environmental assessment practitioner; and

4.1.15 any other person who in the opinion of PKSDM, UBULM, UM, ELM, KLM, RLM, TLM, SLM and SILM have sufficient knowledge of spatial planning and land use management.

4.2 The members of the DMPT referred to in clauses 4.1.10 to 4.1.15 of this Agreement shall be remunerated in terms of National Treasury Guidelines, or, in the absence of National Treasury Guidelines, in terms of the fees guidelines applicable to the profession of the member in question.

4.3 No member of the DMPT which is in the full time employ of PKSDM, UBULM, UM, ELM, KLM, RLM, TLM, SLM and SILM shall be paid any remuneration for the services they render as members of the DMPT.

4.4 All members of the DMPT, as well as any persons requested to assist the DMPT, shall be reimbursed for actual expenses incurred in respect of travel, subsistence and accommodation costs in terms of the District Travel and Subsistence Policy of PKSDM.

4.5 PKSDM shall provide one additional official at its cost to serve as the Secretariat for the DMPT.

4.6 The role of this official referred to in clause 4.5 of the Agreement shall be:

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- 4.6.1 receive applications from the UBULM, UM, ELM, KLM, RLM, TLM, SLM and SILM and to submit it to the DMPT;
- 4.6.2 to compile the agendas and minutes of the DMPT;
- 4.6.3 to draft reports for the DMPT;
- 4.6.4 to provide general administrative support to the DMPT; and
- 4.6.5 to calculate the costs associated with the adjudication of applications, recover such costs from the Parties in the manner agreed to and make all payments to the members of the DMPT.

4.7 The Parties herewith record that their respective full-time employees to serve as members of the DMPT will be appointed by the respective Parties in writing, after which the Parties will inform the other Parties to this Agreement by way of written notice of such appointments.

4.8 The Chairperson and Deputy Chairperson of the DMPT shall be elected democratically by all the members of the DMPT. 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.

4.9 Should any of the full-time employees of the Parties employment be terminated for any reason whatsoever, he or she will cease to be a member of the DMPT as from date of termination of employment.

4.10 Should the position of Chairperson and/or Deputy Chairperson become vacant, the members of the DMPT shall vote and appoint a new Chairperson and/or Deputy Chairperson.

4.11 In the event of any member of the DMPT as referred to in clauses 4.1.1 to 4.1.15 of this Agreement ceasing to be a member of the DMPT for any reason whatsoever, the DMPT will continue with its activities until such time as that member has been replaced by the Parties to this Agreement in a manner compliant with the provisions of clause 5 of this Agreement.

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**5. INVITATIONS AND NOMINATIONS TO SERVE ON THE DMPT**

5.1 PKSDM shall on behalf of all the Parties to this agreement issue an invitation and a call for nominations for external persons referred to in clauses 4.1.10 to 4.1.15 of this Agreement to serve on the DMPT.

5.2 Upon receipt of the nominations referred to in clause 5.1 above, the Parties to this Agreement shall constitute a joint evaluation panel which shall:

- 5.2.1 evaluate all nominations received;
- 5.2.2 make recommendations to the Municipal councils of the Parties.

5.3 The Municipal councils of the Parties shall evaluate the recommendations of the joint evaluation panel and confirm or reject the recommendations received.

5.4 If the Municipal Councils of the Parties confirm the recommendations of the joint evaluation panel, those prospective members confirmed may be appointed to the DMPT.

5.5 PKSDM acting as agent of the Parties to this Agreement will appoint the members of the DMPT.

**6. TERM OF OFFICE**

The term of office of members of the DMPT shall be five years calculated from the commencement date.

**7. PUBLICATION OF NOTICE AND AGREEMENT**

7.1 When the DMPT is ready to commence operations, the Municipal Manager of PKSDM shall, after being authorised by the Municipal Managers of the other Parties to this Agreement, publish the notice referred to in section 37(4) of the Act on behalf of all the Parties to this Agreement.

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7.2 The costs associated with the publication of the notice referred to in clause 7.1 of this Agreement, as well as the publication of this Agreement in terms of section 34(3) of the Act will be borne by the Parties to this Agreement in equal shares.

**8. APPLICATIONS TO BE CONSIDERED AND DECIDED BY THE DISTRICT MUNICIPAL PLANNING TRIBUNAL**

8.1 UBULM, UM, ELM, KLM, RLM, TLM, SLM and SILM as Local Municipalities shall, in accordance with the criteria determined in the Regulations, categorise land development and land use applications in a corresponding manner.

8.2 UBULM, UM, ELM, KLM, RLM, TLM, SLM and SILM herewith record that they have chosen to comply with clause 8.1 of this Agreement by each adopting a By-law.

8.3 The Parties shall refer such categories of applications determined by them to the DMPT.

8.4 The DMPT 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 applicable By-law.

**9. SEAT OF THE DMPT**

9.1 The meeting of the DMPT shall be held at the offices of the Municipality in whose municipal area the land to which the application relates, is located.

9.2 The DMPT shall convene when there is a category application designated to the DMPT.

**10. SUBMISSION OF APPLICATIONS**

10.1 Any application received in terms of the Act shall be submitted by the applicant to the municipality in whose municipal area the land to which the application relates to, is located.

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- 10.2 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 as prescribed in its By-law or any other processes adopted by it for such purposes..
- 10.3 The municipality in whose municipal area the land to which the application relates, is located, shall submit the application to the DMPT Secretariat, who in turn will submit it to the DMPT for consideration.
- 10.4 The DMPT shall at all times comply with the By-law which is applicable to any application for development rights which is presented to it for consideration.

**11. DESIGNATION OF MEMBERS TO CONSIDER AND DETERMINE AN APPLICATION, THE RECORDS OF THE DMPT AND ACCESS TO SUCH RECORDS**

- 11.1 On receipt of an application referred to in clause 10 of this Agreement, the DMPT 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.
- 11.2 The DMPT shall nominate no less than three members to consider and decide an application which shall include the member of Municipality whose matter must be adjudicated upon.
- 11.3 The Municipal Manager of each Party to this Agreement or his or her designated representative shall have access to all the records of the DMPT during the office hours of PKSDM.
- 11.4 The records of the DMPT will be held at PKSDM.

A collection of handwritten signatures and initials in black ink, scattered across the lower half of the page. The signatures vary in style, with some being highly stylized and others more legible. Some initials are accompanied by small symbols like '@' or 'S.D'.

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

12.1 PKSDM in consultation with UBULM, UM, ELM, KLM, RLM, TLM, SLM and SILM shall establish and maintain-

12.1.1 a database of public sector technical and other advisers; and

12.1.2 database of private sector technical and other advisers.

12.2 The Chairperson shall appoint technical and other advisers to assist the DMPT per application that it has to consider and determine, if necessary.

12.3 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.

12.4 The Municipality from whose area of jurisdiction the application emanates is responsible to remunerate that technical or other adviser for services rendered to either the DMPT if that adviser is not a public service official.

**13. ASSETS**

The DMPT shall not acquire any assets or incur liabilities and shall not employ any staff. The Party whose application must be adjudicated by the DMPT shall provide all the assets needed to assist the DMPT and shall be responsible for any other operational requirements of the DMPT.

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**14. LIAISON BETWEEN THE PARTIES**

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

For PKSDM:           The Municipal Manager  
Phone number:       053 631 0891  
Fax number:           053 631 2529

For UBULM:           The Municipal Manager  
Phone number:       053 621 0026  
Fax number:           053 621 0368

For UM:                The Municipal Manager  
Phone number:       053 753 0777  
Fax number:           053 753 0574

For ELM:              The Municipal Manager  
Phone number:       053 632 9100  
Fax number:           053 632 0105

For KLM:              The Municipal Manager  
Phone number:       053 382 3012  
Fax number:           053 382 3142

For RLM:              The Municipal Manager  
Phone number:       053 663 0041  
Fax number:           053 663 0180

For TLM:              The Municipal Manager  
Phone number:       053 203 0005  
Fax number:           053 203 0490

Handwritten signatures and initials in various colors (black, blue, red) and styles, including 'SB9', 'N.I.T', 'XS', 'ST', 'C.C.S', 'RA', 'SM', 'E', 'N.N.J.O', 'S-P', 'KG', 'RGV', and '@'.

For SLM: The Municipal Manager  
 Phone number: 053 353 5300  
 Fax number: 053 353 1386

For SILM: The Municipal Manager  
 Phone number: 053 298 1810  
 Fax number: 053 298 3141

**15. DISPUTES**

- 15.1 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.
- 15.2 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.

**16. LIMITATION OF LIABILITY**

Notwithstanding anything contained in this Agreement, the Parties' maximum liability shall be limited to an act or omission of the authorised official referred to in section 35(2) of the Act of the local municipality in question.

**17. ENTIRE AGREEMENT**

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

A collection of handwritten signatures and initials in black ink, including names like 'SBS', 'NU', 'RA', 'L.O', 'R', 'S.D', 'KG', and others, some with circular stamps or checkmarks.

17.2 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.

#### 18. 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.

#### 19. NOTICES AND DOMICILIUM

19.1 The Parties choose as their *domicilii citandi et executandi* the following addresses:-

PKSDM

Physical Address: Culvert Weg Street, Industrial Area, De Aar

UBULM

Physical Address: 78 Kerk Streets, Victoria West

UM

Physical Address: 21A Church Street, Colesberg

ELM

Physical Address: 45 Dr Pixley ka Seme Street, De Aar

KLM

Physical Address: 10 Hanau Street, Carnarvon

RLM

Physical Address: 555 School Street, Petrusville

TLM

Physical Address: Kerk Street, Hopetown

Handwritten signatures and initials of various parties, including SBG, NU, FA, K.G., W.B., S.D., N.W., J.O., and others.

SLM

Physical Address: Victoria Street, Prieska

SILM

Physical Address: Charl Cillier Street, Douglas

19.2 Any 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.

19.3 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and if received or deemed to have been received by the addressee.

19.4 Any notice given by one party to the other, referred to as the addressee, which -

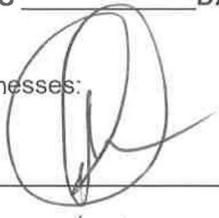
19.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery; and

19.4.2 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 seventh day after the date of posting.

A collection of handwritten signatures and initials in various colors (black, blue, red) scattered across the bottom of the page. Some legible initials include 'S.S.G.', 'N.I.T.', 'XS', 'TWC', 'L.O.', 'F.T.', 'N.N.', 'J.O.', 'R.E.U.', 'S.M.', 'K.G.', and '@'.

THUS DONE AND SIGNED BY SILM AT Douglas ON  
THIS \_\_\_\_\_ DAY OF 2015

Witnesses:

  
\_\_\_\_\_

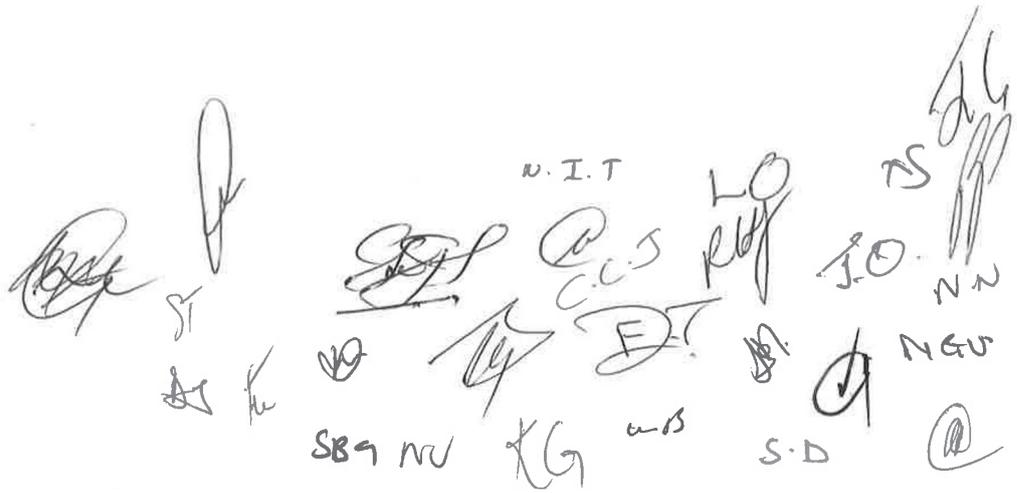
  
\_\_\_\_\_

  
\_\_\_\_\_

Mayor

  
\_\_\_\_\_

Municipal Manager

  
A collection of handwritten signatures and initials, including 'N.I.T', 'LO', 'S.D', 'NGU', 'SB9', 'NU', 'KG', 'W.B', 'S.D', and '@'.

THUS DONE AND SIGNED BY RLM AT Petrusville m-4 ON  
THIS \_\_\_\_\_ DAY OF 2015

Witnesses:

[Signature]  
[Signature]

[Signature]  
Mayor  
[Signature]  
Municipal Manager

THUS DONE AND SIGNED BY TLM AT Hopetown ON  
THIS \_\_\_\_\_ DAY OF 2015

Witnesses:

[Signature]  
[Signature]

[Signature]  
Mayor  
[Signature]  
Municipal Manager

THUS DONE AND SIGNED BY SLM AT Prieska ON  
THIS \_\_\_\_\_ DAY OF 2015

Witnesses:

[Signature]

[Signature]

[Signature]  
Mayor

[Signature]  
Municipal Manager

N.I.T

[Signature]  
[Signature]

[Signature]

[Signature]  
[Signature]  
NU RA

[Signature]

Municipal Manager

[Signature]  
[Signature]  
E.T. C.W. W.B. S.D.

[Signature]  
[Signature]  
NGU. @

**20. AUTHORITY**

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

THUS DONE AND SIGNED BY PKSDM AT De Aar ON  
THIS \_\_\_\_\_ DAY OF 2015

Witnesses:

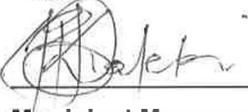
  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Municipal Manager

THUS DONE AND SIGNED BY UBULM AT Victoria West mit  
Colesburg ON  
THIS \_\_\_\_\_ DAY OF 2015

Witnesses:

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Municipal Manager (Acting)

  
N.I.T. NU  
SB9  
ST @  
K.G.  
X  
L.O  
C.O.S  
F.T  
S.D  
RA. SM  
W.S  
NGU  
@

THIS DONE AND SIGNED BY UM AT Coverburg ON  
THIS \_\_\_\_\_ DAY OF 2015

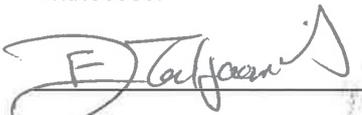
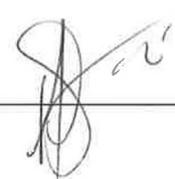
Witnesses:

  
\_\_\_\_\_  
A. N. J.

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Municipal Manager

THIS DONE AND SIGNED BY ELM AT De Aar ON  
THIS \_\_\_\_\_ DAY OF 2015

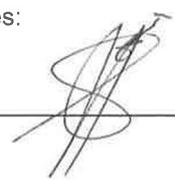
Witnesses:

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Municipal Manager

THIS DONE AND SIGNED BY KLM AT Carnarvon ON  
THIS \_\_\_\_\_ DAY OF 2015

Witnesses:

  
\_\_\_\_\_  
Aron Schuller

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Municipal Manager

  
N.I.T  
S  
ft  
N  
S.B.  
S.D.  
N.G.U.  
@





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