

# NORTHERN CAPE PROVINCE

PROFENSI YA KAPA-BOKONE



NOORD-KAAP PROVINSIE

IPHONDO LOMNTLA KOLONI

Provincial Gazette  
Kasete ya Profensi

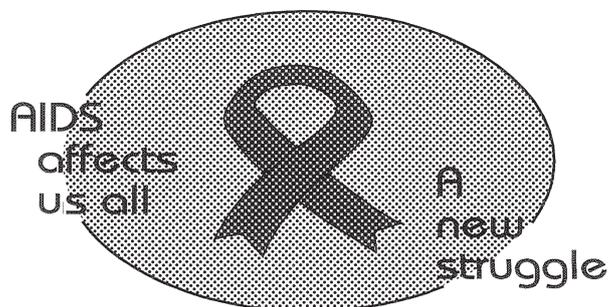
iGazethi YePhondo  
Provinsiale Koerant

Vol. 23

KIMBERLEY  
7 NOVEMBER 2016  
7 NOVEMBER 2016

No. 2053

## 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



9 771682 454009

02053



As of **Monday, 04 January 2016**, the **Government Printing Works** has become the custodian of the Northern Cape *Provincial Gazette*.

**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.

Each province has standard notice types that are published in that specific *Provincial Gazette*.

The valid notice types applicable for the Northern Cape *Provincial Gazette* are:

Proclamations, General Notice, Municipal Notice, Premier's Notice

**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.

**CONTENTS**

*Gazette*    *Page*  
*No.*        *No.*

**MUNICIPAL NOTICES • MUNISIPALE KENNISGEWINGS**

43	Plaaslike Regering: Munisipale Stelsels Wet (32/2000): Verordening Rakende die Beheer oor die Aanhou van Honde .....	2053	11
44	Spatial Planning & Land Use Management Act (16/2013): Establishment of a District Municipal Planning Tribunal for Frances Baard District Municipality .....	2053	14

**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**

# LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

**COMMENCEMENT: 1 APRIL 2016**

## NATIONAL AND PROVINCIAL

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

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

## EXTRA-ORDINARY

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

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

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

### CLOSING TIMES FOR ACCEPTANCE OF NOTICES

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

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

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

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 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
State of Budget (National Treasury)	Monthly	Any	7 days prior to publication	3 days prior to publication
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 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 - BUSINESS RULES****NOTICE SUBMISSION PROCESS**

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

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

11. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
  - 11.1. 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).
  - 11.2. The notice should be set on an A4 page, with margins and fonts set as follows:

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

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

**CANCELLATIONS**

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

**AMENDMENTS TO NOTICES**

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

**REJECTIONS**

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

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

16. 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.
17. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

**GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY**

18. The Government Printer will assume no liability in respect of—
  - 18.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
  - 18.2. 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;
  - 18.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

**LIABILITY OF ADVERTISER**

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

**CUSTOMER INQUIRIES**

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

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

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

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

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

### PAYMENT OF COST

22. 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.
23. 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.
24. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za) before publication.
25. 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.
26. 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**.
27. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

### PROOF OF PUBLICATION

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

## GOVERNMENT PRINTING WORKS CONTACT INFORMATION

**Physical Address:**

**Government Printing Works**  
149 Bosman Street  
Pretoria

**Postal Address:**

Private Bag X85  
Pretoria  
0001

**GPW Banking Details:**

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

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

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

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

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

**Tel:** 012-748 6200

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

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

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

**Fax:** 012-323-9574

## MUNICIPAL NOTICES • MUNISIPALE KENNISGEWINGS

## MUNISIPALE KENNISGEWING 43 VAN 2016

PLAASLIKE OWERHEID KENNISGEWING 010 VAN 2016

KAROO HOOGLAND MUNISIPALITEIT



Die Munisipale Bestuurder publiseer hiermee, interme van Artikel 13 van die Plaaslike Regering : Munisipale Stelsels Wet, 2000 [Wet 32 van 2000] gesamentlik gelees met Artikel 162 van die Grondwet van die Republiek van Suid Afrika Wet 1996 [Wet 108 van 1996] die Verordening Rakende die Beheer oor die Aanhou van Honde wat in werking sal tree op die datum van die publikasie.

**DOEL VAN DIE VERORDENING**

Om voorsiening te maak vir die beheer oor die aanhou van honde in Karoo Hoogland Munisipaliteit en vir die aangeleenthede wat daarmee in verband staan.

Daar word bepaal deur Karoo Hoogland Munisipaliteit, soos volg –

**WOORDOMSKRYWING**

[1] In hierdie Verordening, terme gebruik in die manlike geslag ook insluit die vroulike geslag, die enkelvoud sluit ook die meervoud in en andersom indien uit die inhoud anders blyk, beteken –

om “aanhou” met betrekking tot ‘n hond, om toesig of beheer daaroor te hê of om dit in bewaring te hê of skuilplek te bied aan sodanige hond

hond “eienaar” met betrekking tot ‘n hond, iemand wat ‘n hond aanhou en ook enige persoon aan wie die toevertrou is of wat beheer oor ‘n hond het ten opsigte van enige terrein binne die regsgebied van die munisipaliteit waar sodanige hond aangehou word of toegelaat word om te lewe of te bly

“gemagtigde beampte”-

- a. ‘n vredesbeampte soos omskryf in artikel 1 van die Strafproseswet, 1977 (Wet No. 51 van 1977) in diens van die Munisipaliteit
- b. Enige ander persoon hetsy in diens van die munisipaliteit of nie, wat as gemagtigde beampte deur die munisipaliteit aangestel is

“hond” vir doeleindes vir Artikel 3 (1) en 2 ‘n hond bo die ouderdom van 6 maande

“munisipaliteit” beteken Karoo Hoogland Munisipaliteit

“openbare plek” ook grond, ‘n park of oop ruimte, pad, straat, nagstraat of deurgang, brug, gebou of struktuur wat gewoonlik deur die publiek gebruik word, wat die eiendom van die munisipaliteit is, of waarvan die beheer tot volle uitsluiting van die eienaar in die munisipaliteit gevestig is, of waartoe die inwoners van die munisipaliteit ‘n gesamentlike reg of toegang het

titelakte “soneer” die grondgebruik aan ‘n perseel gekoppel kragtens enige wet, die dorpsaanlegskema of en

“straat” ook ‘n sypaadjie

**[2] TOEPASSING VAN VERORDENING**

Die bepaling van Artikel 3(1) en 5 is nie van toepassing op 'n perseel wat vir landboudoeleindes gesoneer is nie; met dienverstande dat iemand wat honde aanhou op 'n perseel wat vir landboudoeleindes gesoneer is nie van voldoening aan enige ander bepaling van hierdie Verordening of enige ander wetgewing wat van toepassing mag wees, vrygestel is nie

**[3] GETAL HONDE**

1. Behoudens die bepalings van subartikel 2 hou niemand, sonder die vooraf verkrygte skriftelike toestemming van die munisipaliteit meer as twee honde op enige erf of perseel aan nie
2. 'n Hondeteler wat meer as 2 honde –
  - a. Op 'n perseel wat vir landboudoeleindes gesoneer is wil aanhou, is geregtig om dit te doen
  - b. Op 'n perseel wat vir enige ander doeleindes as landboudoeleindes gesoneer is wil aanhou, moet die skriftelik toestemming van die munisipaliteit verkry
3. 'n aansoek om die munisipaliteit se goedkeuring ingevolge subartikel 2 word alleen deur die munisipaliteit oorweeg indien –
  - a. Die munisipaliteit oortuig is dat alle persele waarop honde aangehou sal word 'n gemiddelde grootte erf sal wees.
  - b. Die aansoek vergesel word van 'n aansoek om verandering van die grondgebruikbeperkings van toepassing op die perseel, waar dit nodig is.
4. Die munisipaliteit se toestemming ingevolge subartikel 2 (b) om meer as twee honde op 'n perseel aan te hou word verleen –
  - a. Alleen in daardie gevalle waar na aanleiding van advertensie ingevolge die betrokke wetgewing geen besware ontvang word teen die voorgestelde afwyking van grondgebruikbeperkings nie en;
  - b. Onderworpe aan die voorwaardes en beperkings wat die munisipaliteit nodig ag.
5. Die munisipaliteit kan, nadat behoorlike prosedures gevolg is, 'n toestemming ingevolge subartikel 2(b) toegestaan, terugtrek.

**[4] BEHEER OOR HONDE**

- a. Geen persoon mag toelaat dat sy/haar hitsige teef in 'n openbare plek kom nie.
- b. Geen persoon mag 'n hond aanmoedig of aanhits om enige dier of mens aan te val of skrik te maak nie, behalwe waar dit nodig is vir beskerming.
- c. Geen persoon mag 'n hond aanhou wat
  - i. onnodiglik blaf, kef, tjank of huil nie;
  - ii. die gewoonte het om motors, diere, pluimvee, duiwe of mense buite die perseel waar dit aangehou word, te jaag nie.
- d. Geen persoon wat 'n hond besit mag die hond in 'n openbare plek toelaat wanneer die hond aan brandsiekte of enige ander besmetlike of ander aansteeklike siekte ly nie
- e. Geen persoon wat 'n hond besit wat wild, kwaai of gevaarlik is mag in 'n openbare plek toegelaat word, indien dit nie gemuilband is en aan 'n leiband onder die beheer van 'n verantwoordelike persoon gehou word nie.
- f. Honde eienaars mag nie toelaat dat hul honde privaatrek betree/oortree nie.
- g. Honde eienaars mag nie toelaat dat hul honde 'n gevaar is vir verkeer wat enige straat of pad gebruik nie.
- h. Honde eienaars mag nie toelaat dat hul honde 'n bron van gevaar/ besering te wees of volgens sy of haar kennis om waarskynlik 'n bron van gevaar/besering te wees vir iemand buite die perseel waar die hond aangehou word nie.

**[5] OMHEINING VAN PERSELE**

Geen persoon hou 'n hond aan op 'n perseel wat nie behoorlik en genoegsaam omhein is om die hond binne te hou wanneer dit nie aan 'n leiband is nie.

**[6] HONDE MAG NIE 'N BRON VAN GEVAAR WEES NIE**

1. Iemand wat 'n hond op 'n perseel aanhou –
  - a. Neem redelik voorsorg om seker te maak dat die hond nie 'n bron van gevaar vir werknemers van die munisipaliteit wat die perseel binnegaan om hul pligte uit te voer, uitmaak nie en
  - b. Vertoon, in 'n opvallende plek, 'n kennisgewing tot die effek dat 'n hond op die perseel aangehou word.

**[7] VERWYDERING VAN AANSTOOTLIKE STOWWE**

Indien 'n hond in 'n openbare plek ontlast, verwyder die persoon in beheer van die hond sonder verwyd die ontlasting, plaas dit in 'n plastieksak- of papiersak of omhulsel en gooi dit weg in 'n houer vir die weggooi van rommel en vullis.

**[8] HONDE OP PERSELE WAAR KOS VERKOOP WORD**

Enigeen wat die eienaar is of beheer is van 'n winkel of ander plek waar kos voorberei word, verkoop of uitgestal word, laat nie toe dat 'n hond in die winkel of op die plek is of bly nie.

**[9] INBESLAGNEMING SKUT EN AFMAAK VAN HONDE**

1. Enige hond wat in 'n openbare plek aangetref word en wat aan brandsiekte of ander aansteeklike siekte ly, of wat kwaai, wild of gevaarlik is of ernstig beseer is, kan deur die gemagtigde beampte van die munisipaliteit in beslag geneem en van kant gemaak word.
2. 'n Gemagtigde beampte van die munisipaliteit kan op enige hond wat in 'n openbare plek gevind word strydig met die bepalings van hierdie verordening beslag lê en dit skut op 'n plek deur die munisipaliteit bepaal.
3. 'n Hond wat ingevolge subartikel 2 geskut is, kan –
  - a. Aan die eienaar van so hond vrygelaat word teen betaling van 'n bedrag deur die munisipaliteit bepaal, bykomend tot enige koste, boete of belasting wat ten opsigte van die hond uitstaande mag wees of
  - b. Na verloop van 30 dae, deur die munisipaliteit van kant gemaak word of mee gehandel word na goeddunke van die munisipaliteit

**[10] AANSPREEKLIKHEID**

Nog die munisipaliteit, nog enige gemagtigde beampte of enige werknemer van die munisipaliteit is aanspreeklik vir of ten opsigte van enige besering of siekte opgedoen deur of skade aangerig aan enige hond as gevolg van of gedurende die inbeslagneming, skut, aanhouding of afmaak daarvan kragtens hierdie verordening.

**[11] STRAFBEPALING**

1. Iemand wat bepalings van hierdie verordening of 'n vereiste of voorwaarde daar kragtens oortree of versuim om daaraan te voldoen is aan 'n misdryf skuldig.
2. Iemand wat skuldig bevind word aan 'n misdryf ingevolge subartikel 1 is strafbaar met 'n boete van R1000 of met die gevangenisstraf van hoogstens 1 jaar of met beide 'n boete en met daardie gevangenisstraf.

**[12] HERROEPING VAN WETTE EN VOORBEHOUDE**

1. Enige verordening rakende die aanhou van honde voorheen deur die Munisipaliteit of afdeling van die Munisipaliteit afgekondig nou herroep word vanaf die datum van die publikasie van die nuwe verordening.
2. Enige toestemming verkry, reg toegestaan, voorwaardes opgelê, aktiwiteit veroorloof of ding gedoen kragtens 'n herroep van wet word, na gelang van die geval, geag kragtens die ooreenstemmende bepalings van hierdie verordening(as daar is) verkry, toegestaan, opgelê, veroorloof of gedoen te wees.

**[13] KORT TITEL**

Hierdie verordening heet die **Verordening op die Beheer oor Aanhou van Honde**, 2016.

**MUNICIPAL NOTICE 44 OF 2016****ESTABLISHMENT OF A DISTRICT MUNICIPAL PLANNING TRIBUNAL FOR FRANCES BAARD DISTRICT MUNICIPALITY.**

Notice is hereby given in terms of section 34 (2) of the Spatial Planning & Land use management Act 2013 (Act 16 of 2013) that the local municipalities of Phokwane, Magareng, Dikgatlong requested Frances Baard District Municipality to establish a District Municipal Planning Tribunal (DMPT). The District Municipality agreed with the local municipalities in terms of section 34(2) of the Act to establish the DMPT. The said Agreement is enclosed hereto in terms of section 34(3) of the Act.

The following officials are appointed to serve in their respective designated positions in the DMPT for a period of up to five years from the date of this notice.

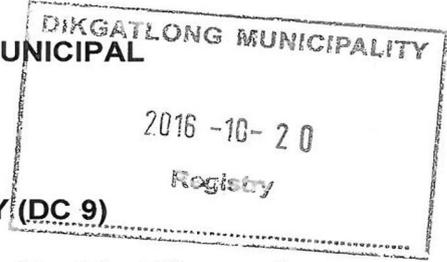
<b>FRANCES BAARD DISTRICT MUNICIPAL PLANNING TRIBUNAL</b>			
<b>Title</b>	<b>POSITION</b>	<b>MUNICIPALITY REPRESENTED</b>	<b>NAME</b>
Manager: Legal and compliance	member	Frances Baard District Municipality	Mr. Kgosietsile Matlakala
Manager: Spatial Planning	Deputy Chairperson	Frances Baard District Municipality	Mr. Freddy Netshivhodza
Senior Town Planner	Member	Frances Baard District Municipality	Mr. Enoch Lawulani Baloyi
Housing Officer	Member	Phokwane Municipality	Mr. Tebogo Mabilo
Director: Planning & Operations	Member	Phokwane Municipality	Mr Nikani Zithulele
Technical Planner	Member	Dikgatlong Municipality	Mr Marvelous Seele
Local Economic Development Manager	Member	Dikgatlong Municipality	Mr. Eddie Manuel
Manager: Land use Manager	Member	Magareng Municipality	Mr Milton Namelang
HOD Technical services	Magareng Municipality	Magareng Municipality	Mr Leslie Mokoena
<b>EXTERNAL MEMBER</b>			
Practicing Attorney	Chairperson	Van De Wall & Partners	Mr. Oban Cronje

Furthermore, in accordance with sections 37(4) of the Act the DMPT shall commence its operations effectively from 16 November 2016.

Enquiries may be directed to the Municipal Manager at the Frances Baard District Municipality during normal office hours (7h30 to 16h30) by telephone at 053 838 0911, or in writing at the address below or by email at: [Freddy.Netshvhodza@fbdm.co.za](mailto:Freddy.Netshvhodza@fbdm.co.za)

THE MUNICIPAL MANAGER,  
FRANCES BAARD DISTRICT MUNICIPALITY,  
PRIVATE BAG X6088,  
KIMBERLEY  
8300  
or  
51 DRAKENSBERG AVENUE,  
CARTERS GLEN,  
KIMBERLEY, 8300.

**MEMORANDUM OF AGREEMENT  
FOR THE ESTABLISHMENT OF A DISTRICT MUNICIPAL  
PLANNING TRIBUNAL**



Concluded by and between:

**FRANCES BAARD DISTRICT MUNICIPALITY (DC 9)**

Herein represented by MS. M. BOGATSU, in her capacity as Municipal Manager)  
(Hereinafter referred to as " FBDM ")

**AND**

**DIKGATLONG LOCAL MUNICIPALITY (NC 092)**

Herein represented by MR. K. MOEKETSI in his capacity as acting Municipal  
Manager)  
(Hereinafter referred to as "DIKGATLONG MUNICIPALITY ")

**AND**

**MAGARENG LOCAL MUNICIPALITY (NC 093)**

Herein represented by MS. K. GABORONE in her capacity as acting Municipal  
Manager)  
(Hereinafter referred to as " MAGARENG MUNICIPALITY")

**AND**

**PHOKWANE LOCAL MUNICIPALITY (NC 094)**

Herein represented by MR. Z. NIKANI in his capacity as acting Municipal Manager)  
(Hereinafter referred to as "PHOKWANE MUNICIPALITY ")

*Z.M* *Z.N* *K.A.M* *Kila* *Page 1 of 13* *Handwritten signatures and initials*

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

**AND WHEREAS** the parties have undertaken an assessment as contemplated in regulation 2 of the Regulations No. R 239 of 23 March 2013;

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

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

## PART 1

### INTRODUCTORY PROVISIONS

#### 1. Definitions and interpretation

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

In this agreement, unless a contrary intention clearly appears:

##### 1.1 Words importing -

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

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

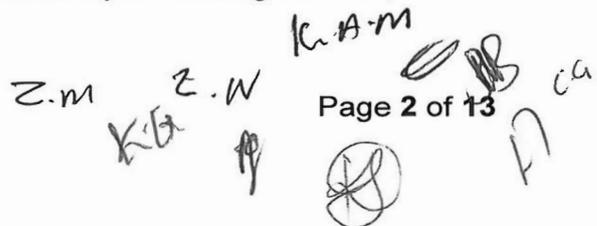
1.3 When any number of days is prescribed in this agreement, it shall be reckoned exclusively of the first and inclusively of the last day.

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

1.4.1 "commencement date" means the date of publication of the relevant notice as contemplated in terms of section 34(3) of the Act irrespective of the date of signature of this MOA;

1.4.2 "external member" means a person appointed in terms of section 36(1) (b) of the Act as a member of the District Municipal Planning Tribunal;

Z.M  
Kib  
Z.W  
K.A.M  
Page 2 of 13  
ca  
A7



- 1.4.3 "internal member" means an official of a participating municipality authorised by the municipality in terms of section 36(1) (a) of the Act as a member of the District Municipal Planning Tribunal.
- 1.4.4 "notice" means a written notice;
- 1.4.5 "parties" mean the parties (FBDM, Dikgatlong, Phokwane, and Magareng Municipalities) to this agreement identified herein and party means any one member of the parties.
- 1.4.6 "registered planner" means a professional or technical planner registered in terms of the Planning Profession Act, 2002 (Act 36 of 2002),
- 1.4.7 "the Act" means the Spatial Planning and Land Use Management Act, 16 of 2013 and the regulations issued thereunder;
- 1.4.8 "the regulations" means the Spatial Planning and Land Use Management Regulations: Land Use Management and General Matters, No. R.239 of 23 March 2015;
- 1.4.9 "this MOA" means the subject Memorandum of Agreement duly signed by all authorised persons representing the participating municipalities in the District Municipal Planning Tribunal.
- 1.4.10 "the designated officer" means that official who represents that municipality as the authorised official as contemplated in section 35(2) of the Act.

## PART 2

### INSTITUTION OF DISTRICT MUNICIPAL PLANNING TRIBUNAL

#### 2. Type of Municipal Planning Tribunal and purpose

- 2.1 This Memorandum of Agreement (MOA) makes provision for a District Municipal Planning Tribunal (DMPT) for participating local municipalities within the Frances Baard district as provided for in section 34(2) of the Act, hereafter referred to as the Frances Baard DMPT.
- 2.2 The main purpose of the Frances Baard DMPT is to provide for a pool of suitably qualified persons to serve as a credible independent and professional authority to responsibly consider and decide the land development and land use applications submitted by the participating municipalities.

#### 3. Criteria for participating municipalities

The criteria for local municipalities to participate in the Frances Baard DMPT are:

- a) Council resolution to participate in DMPT;
- b) Adoption of the Memorandum of Agreement;
- c) Adoption and gazetting of a land use planning by-law; and

Z.M  
K.G  
Z.N  
K.A.M  
Page 3 of 13  
F7  
CA

d) The evidence of a functional land use scheme or relevant applicable legislation.

#### 4. Participating municipalities

The signatory municipalities will be party to the Frances Baard District Municipal Planning Tribunal (FBDMPPT).

#### 5. Duration

5.1 This agreement commences on the commencement date.

5.2 The duration of this agreement is for a period of 5 (five) years from the commencement date after which individual municipalities may elect to withdraw from the Frances Baard DMPT by giving a 3 (three) months written notice to the other participating individual municipalities.

5.3 This agreement shall continue indefinitely, unless cancelled in accordance with the provisions above.

#### 6. Conditions and rules for withdrawal of participation from or winding up of operation of DMPT

When any municipality wants to withdraw from the Frances Baard DMPT the provisions of regulation 9 of the regulations shall apply.

#### 7. Publication of notice

When the Frances Baard DMPT is ready to commence operations, the district municipal manager shall publish the notice referred to in section 37(4) of the Act.

### PART 3

#### COMPOSITION AND APPOINTMENT OF TRIBUNAL MEMBERS

#### 8. Internal members

The internal members of the DMPT will consist of employees of the DMPT and as nominated by the respective participating municipalities in accordance with the terms and conditions for such DMPT members as provided for in this MOA.

##### 8.1 Appointment of internal DMPT members

8.1.1 Each participating municipality must nominate members who are employees in the full-time employ of the parties and qualify to serve on the DMPT from time to time as may be required.

K.A.M.  
 Z.M.  
 K.A.  
 Page 4 of 13  
 C.A.

- 8.1.2 Should any officials be added or removed from the Frances Baard DMPT in accordance with the provisions of this agreement, the affected municipality must notify the DMPT.

## 9. Appointment of External Members

The municipal councils of the DMPT may by agreement appoint an external member(s) for any advisory to service on the DMPT as may be necessary from time to time should such a need arise.

## PART 4

### TERMS AND CONDITIONS OF TRIBUNAL MEMBERS

#### 10. Norms and standards for the terms and conditions of service of members of the District Municipal Planning Tribunal

- 10.1 An internal member of the District Municipal Planning Tribunal – may only serve as member of the District Municipal Planning Tribunal for a period of up to 5 years as long as he or she is in the full-time employ of the participating municipality.

- 10.2 An external member of the District Municipal Planning Tribunal –

- (a) is not an employee on the staff establishment of any of the participating municipalities;
- (b) in the case of a person referred to in regulation 3(2)(a), is bound by the conditions of service determined in his or her contract of employment and is not entitled to additional remuneration, allowances, leave or sick leave or any other employee benefit as a result of his or her membership on the District Municipal Planning Tribunal; and
- (c) sits at such meetings of the District Municipal Planning Tribunal that requires his or her relevant knowledge and experience as determined by the District Municipal Planning Tribunal.

#### 11. Term of Office for DMPT Members

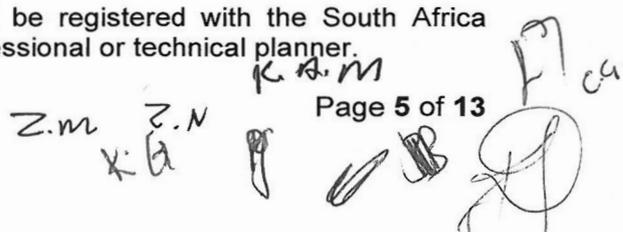
The term of office of members of the District Municipal Planning Tribunal shall be:

- (a) five years calculated from the commencement date of this Agreement, or
- (b) when the party represented by a member withdraws from the DMPT, or
- (c) when the DMPT winds up.

#### 12. Qualifications & experience for DMPT Members

- 12.1 At least one member of the DMPT must be registered with the South Africa Council for Planners (SACPLAN) as a professional or technical planner.

Z.M. Z.N. K.A.M. Page 5 of 13



- 12.2 The DMPT members must have an understanding of spatial planning, land use management and land development or the law related thereto.
- 13. Remove, recall, replace or adding of a tribunal member**
- 13.1 Should a tribunal member contravene the Code of Conduct for Members of the Municipal Planning Tribunal as set out in Schedule 3 of the regulations or any other provision of any legislation, the municipal manager of the respective municipality may at any time:
- a) remove or recall a tribunal member appointed by such municipality, and/ or
  - b) may replace such an existing tribunal member or add an additional new tribunal member for appointment by the municipal council as may be necessary.
- 13.2 The DMPT must notify the municipal managers of the participating municipalities of the suspension of a tribunal member if there are reasonable grounds that such member has breached the code of conduct as set out in Schedule 3 of the regulations and/ or that the tribunal member's continued service on the tribunal is not in the best interest of the tribunal.

## PART 5

### CHAIRPERSON AND DEPUTY CHAIRPERSON

- 14. Appointment of chairperson and deputy chairperson**
- 14.1 The DMPT chairperson and deputy chairperson will be recommended by the DMPT to the municipal managers for appointment by a the municipal council as may be determined by the participating municipalities in the DMPT as provided for in this agreement.
- 14.2 The DMPT chairperson and deputy chairperson must possess an adequate range of knowledge and experience in spatial planning, land use management and land development or the law related thereto.
- 14.2 The term of office of the chairperson and the deputy chairperson shall be for a period of up to five years calculated from the commencement date of this agreement.
- 14.3 If the chairperson or deputy chairperson or any other member of the DMPT fails to perform any of the necessary designated duties and functions as required by the agreement and/ or whose conduct is detrimental to the operational efficiency or integrity of the planning tribunal, any tribunal member, may lodge a complaint of such conduct or failure to perform the duties to the municipal managers of the participating municipalities.
- 14.4 Upon receipt of any complaint against the chairperson or deputy chairperson or any other member of the DMPT, the most relevant municipal manager(s) of the

K.A.M. K.G.  
 Z.M. Z.N.  
 Page 6 of 13  
 B.F. CA.

participating municipalities must give a directive in resolving any lodged complaint.

- 14.5 When a chairperson or deputy chairperson is dismissed or vacates office for whatever reason, the DMPT must recommend to the municipal managers of the participating municipalities eligible chairperson and/ or deputy chairperson for appointment.

#### 15. Duties and functions

In general the members must ensure the efficient and effective functioning of the Frances Baard District Municipal Planning Tribunal and in particular to fulfil the functions and duties as provided for in this agreement including the following:

- a) Provide and manage an annual schedule of tribunal meetings with allocated tribunal members in accordance with the provisions of this agreement;
- b) Arrange special tribunal meetings as provided for in the agreement;
- c) Receive, consider and grant or refuse an application for intervener status in a tribunal meeting as provided for;
- d) Receive, consider and grant or refuse an application for an oral hearing in a tribunal meeting as provided for; and
- e) Consider and grant or refuse an oral hearing in a tribunal panel meeting as provided for.

### PART 6

#### OPERATIONAL PROCEDURES

#### 16. Applications to be considered and decided by the district municipal planning tribunal

- 16.1 The District Municipal Planning Tribunal shall exercise and perform duties and functions of a District Municipal Planning Tribunal referred to in the Act, the relevant provincial legislation and the by-laws of the parties.
- 16.2 All land development and land use applications submitted to the DMPT for consideration and decided on must be accompanied by a DMPT checklist.

#### 17. Format of tribunal meetings

Any participating municipality may request the chairperson with an appropriate written motivation to convene a special tribunal panel meeting in order to dispose of an application on the basis of urgency as it relates to social wellbeing, economic vitality or the integrity of the environment.

R.A.M. K.E.  
Z.N. B  
Page 7 of 13  
F  
J O C.A.

**18. Venue of tribunal meetings**

- 18.1 The DMPT meetings shall be held at the venue as determined by the DMPT members.
- 18.2 The District Municipal Planning Tribunal meetings shall be held at the offices of the participating municipalities as determined by the DMPT members.

**19. Appointment of technical and other advisers**

- 19.1 The parties must establish and maintain-
- a) database of public sector technical and other advisers; and
  - b) a database of private sector technical and other advisers.
- 19.2 The parties may –
- a) in writing request the employer of an official or employee referred to in regulation 11(2) to make that official or employee available on an ad hoc basis for technical and other support before that official or employee is placed on the database of public sector technical and other advisers; and
  - b) publish an invitation in one newspaper circulating in the municipal areas of the parties for persons referred to in regulation 11( 2) to be registered on the database of private sector technical and other advisers and may determine conditions for incorporation into that database.
- 19.3 The DMPT 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 with the requisite knowledge and skill, shall the chairperson consider an adviser from the database of private sector technical and other advisers.

**20. Site inspection for tribunal members**

On request from tribunal members for a site inspection for any application to be considered and determined, the DMPT, must contemplate the need for such site inspection and accordingly arrange for a site inspection where all relevant tribunal members are present.

**PART 7****SECRETARIAT AND ADMINISTRATION****21. Submission and processing of applications**

- 21.1 Each party will be responsible to administer the applications within its own area of jurisdiction for the land development and land use applications for the subject municipality, and includes:
- a) All land development and land use applications to be considered and decided on by the DMPT shall be submitted by an applicant to the municipality in whose municipal area the land to which the application relates, is located.

Z.m. X.G. K.W.M. Z.N. B. P. U. C.G. Page 8 of 13

- b) Every participating municipality will keep and administer its own application register.
- c) Each participating municipality is responsible to compile and submit for each DMPT meeting with the items on land development and land use applications to be considered and decided on.
- d) The agenda must be made available to DMPT at least 7 days before the date of the meeting.
- e) Any request by a municipality to add a late but urgent item after the closing of an agenda for a tribunal meeting must be directed to and decided on by the DMPT, who may grant such request if there are valid urgent reasons and the addition of such late item to an agenda will not compromise any rights of any party who may have an interest in such application.
- f) When an application for a late but urgent item after the closing of an agenda is considered, the DMPT may, with the consent of the DMPT members, refer such application to another scheduled panel meeting for another municipality.
- g) The chairperson of the DMPT may task any member of the DMPT with secretariat duties and administrative support, inclusive of taking the minutes for any scheduled DMPT meeting.
- h) Following a DMPT meeting, the secretariat is responsible for the finalisation, distribution and record keeping of the minutes of the meeting.
- i) Following the approval of the minutes of a meeting, the secretariat is responsible to communicate the decisions to all parties concerned.
- j) Each municipality is responsible to receive, process and submit any appeal against the decisions of the DMPT to the respective municipality's appeal authority in terms of section 51 of the Act.

## 22. Rules and procedures

- 22.1 The DMPT must decide on a uniform standard and quality of the evaluation report for land development and land use applications to be submitted by the municipalities to the DMPT in order to ensure compliance to the related planning laws and facilitate responsible decision making.
- 22.2 Municipalities must ensure that the relevant files for the applications to be decided on are present at the tribunal meetings, as well as the spatial development framework, the land use planning by-law, zoning schemes, and any other relevant development plan or policy applicable to any such applications.
- 22.3 The DMPT must provide reasons for the decisions they take and which must be included in the minutes of the meetings.

K.G. K.A.M. 17  
Z.N. JB  
Z.m Page 9 of 13  
CG  
[Handwritten signatures and initials]

- 22.4 Municipalities are responsible to submit their quarterly reports to the respective councils.

## PART 8

### FUNDING OF OPERATIONAL COST

#### 23. Funding

- 23.1 The parties must annually make provision of at least **R 20 000.00 (twenty thousand rand)** in their respective budgets to fund the cost of proceedings of the DMPT meetings, excluding any additional cost such as the remuneration of advisors appointed to it and any other necessary operational costs, on an annual basis from the commencement of this agreement.
- 23.2 Any unforeseen shared cost that may arise from the Frances Baard DMPT such as the appointment of an independent external member if necessary must obtain the prior approval from all the parties and will be paid as may be agreed by the participating municipalities in the DMPT.
- 23.3 Each party shall be responsible to fund the extent of considering and deciding those categories of applications that shall be heard by authorised official as contemplated in section 35 (2) of the Act.
- 23.4 All funding is subject to the approval of the municipal councils of the parties.

## PART 9

### GENERAL PROVISIONS

#### 24. Assets

The Frances Baard District Municipal Planning Tribunal shall not acquire any assets or incur liabilities and shall not employ any staff.

#### 25. Liaison between the parties

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

a) FBDM

Contact person: Ms. Z.M. Bogatsu (Municipal Manager)  
Telephone Number: 053 838 0998

b) Dikgatlong Municipality

Contact person: *Mr Kgotsa Moeketsi*  
Telephone Number: *053 531 6500*

c) Magareng Municipality

Contact person: *MRS K. GAEBORONE*  
Telephone Number: *053 497 3111*

*K.G. Z.N. B K.H.M. Z.M. P O C9*

d) Phokwane Municipality

Contact person: .....

Telephone Number:.....

**26. Disputes**

26.1 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.

26.2 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.

**26. Limitation of liability**

Notwithstanding anything contained in this Agreement, the liability of each municipality shall be limited to –

(a) an act or omission of the authorised official referred to in section 35(2) of the Act; and

(b) an act or omission of a member of the DMPT.

**27. Entire agreement**

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

27.2 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 in writing, and annexed hereto, as an addendum.

**28. 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.

**29 Notices and domicilium**

29.1. The parties choose as their domicilia citandi et executandi the following addresses:-

*K.G*  
*Z.N*      *Z.N*      *J.B*      *R.A.M*      *f*  
*Z.N.*      *f*      *o*      *c.a*  
 Page 11 of 13

**(a) FRANCES BAARD DISTRICT MUNICIPALITY**

Private Bag X6088,  
Kimberley  
8301

AND

**(b) DIKGATLONG LOCAL MUNICIPALITY**

Private Bag X5  
Barkly West  
8375

AND

**(c) MAGARENG LOCAL MUNICIPALITY**

P.O Box 10  
Warrenton  
8530

AND

**(d) PHOKWANE LOCAL MUNICIPALITY**

Private Bag X3  
Hartswater  
8570

- 29.2 Either party hereto shall be entitled from time to time by written notice to the other party, to vary its domicilium to any other physical address.
- 29.3 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.
- 29.4 Any notice given by one party to the other, referred to as the addressee, which –
- (a) is delivered by hand during the normal business hours of the addressee at the addressee's domicilium and for which receipt must be signed.
  - (b) is posted by prepaid registered post from an address to the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the day after the date of posting.

**30. Authority**

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

THUS DONE AND SIGNED AT Kimberley ON THIS THE 19 DAY OF  
October 2016

K.L.A. K.A.M. f  
Z.M. P. O. C.G.  
Page 12 of 13

As witnesses:

- 1. 
- 2. 



MS. Z.M. BOGATSU  
MUNICIPAL MANAGER  
ON BEHALF OF FRANCES BAARD  
DISTRICT MUNICIPALITY

THUS DONE AND SIGNED AT Berby west ON THIS THE 25 DAY  
OF October 2016.

As witnesses:

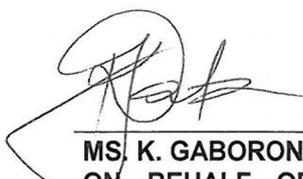
- 1. 
- 2. 

  
MR. K. MOEKETSI  
ON BEHALF OF DIKGATLONG LOCAL  
MUNICIPALITY

THUS DONE AND SIGNED AT kimberley ON THIS THE 20 DAY  
OF October 2016.

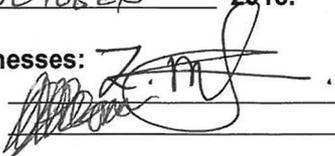
As witnesses:

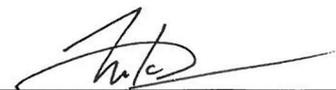
- 1. 
- 2. 

  
MS. K. GABORONE  
ON BEHALF OF MAGARENG LOCAL  
MUNICIPALITY

THUS DONE AND SIGNED AT KIMBERLEY ON THIS THE 20 DAY  
OF OCTOBER 2016.

As witnesses:

- 1. 
- 2. 

  
MR. Z. NIKANI  
ON BEHALF OF PHOKWANE LOCAL  
MUNICIPALITY

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001.  
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za  
Publications: Tel: (012) 748 6053, 748 6061, 748 6065

Also available at the **Northern Cape Provincial Legislature**, Private Bag X5066, Nobengula Extension,  
Kimberley, 8301. Tel. : (053) 839-8073. Fax: (053) 839-8094.