



NORTH WEST NOORDWES

PROVINCIAL GAZETTE PROVINSIALE KOERANT

Vol: 265

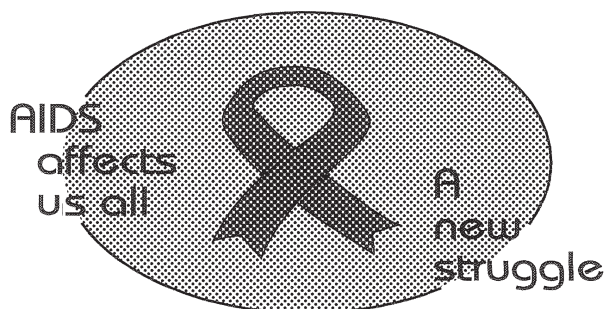
MAHIKENG

12 April 2022

12 April 2022

No: 8342

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DEPARTMENT OF HEALTH

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ISSN 1682-4539



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Closing times for **ORDINARY WEEKLY** 2022

NORTHWEST PROVINCIAL GAZETTE

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

- **28 December 2021**, Tuesday for the issue of Tuesday **04 January 2022**
- **04 January**, Tuesday for the issue of Tuesday **11 January 2022**
- **11 January**, Tuesday for the issue of Tuesday **18 January 2022**
- **18 January**, Tuesday for the issue of Tuesday **25 January 2022**
- **25 January**, Tuesday for the issue of Tuesday **01 February 2022**
- **01 February**, Tuesday for the issue of Tuesday **08 February 2022**
- **08 February**, Tuesday for the issue of Tuesday **15 February 2022**
- **15 February**, Tuesday for the issue of Tuesday **22 February 2022**
- **22 February**, Tuesday for the issue of Tuesday **01 March 2022**
- **01 March**, Tuesday for the issue of Tuesday **08 March 2022**
- **08 March**, Tuesday for the issue of Tuesday **15 March 2022**
- **14 March**, Monday for the issue of Tuesday **22 March 2022**
- **22 March**, Tuesday for the issue of Tuesday **29 March 2022**
- **29 March**, Tuesday for the issue of Tuesday **05 April 2022**
- **05 April**, Tuesday for the issue of Tuesday **12 April 2022**
- **08 April**, Friday for the issue of Tuesday **19 April 2022**
- **19 April**, Tuesday for the issue of Tuesday **26 April 2022**
- **22 April**, Friday for the issue of Tuesday **03 May 2022**
- **03 May**, Tuesday for the issue of Tuesday **10 May 2022**
- **10 May**, Tuesday for the issue of Tuesday **17 May 2022**
- **17 May**, Tuesday for the issue of Tuesday **24 May 2022**
- **24 May**, Tuesday for the issue of Tuesday **31 May 2022**
- **31 May**, Tuesday for the issue of Tuesday **07 June 2022**
- **07 June**, Tuesday for the issue of Tuesday **14 June 2022**
- **14 June**, Tuesday for the issue of Tuesday **21 June 2022**
- **21 June**, Tuesday for the issue of Tuesday **28 June 2022**
- **28 June**, Tuesday for the issue of Tuesday **05 July 2022**
- **05 July**, Tuesday for the issue of Tuesday **12 July 2022**
- **12 July**, Tuesday for the issue of Tuesday **19 July 2022**
- **19 July**, Tuesday for the issue Tuesday **26 July 2022**
- **26 July**, Tuesday for the issue Tuesday **02 August 2022**
- **02 August**, Tuesday for the issue of Tuesday **09 August 2022**
- **08 August**, Monday for the issue of Tuesday **16 August 2022**
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- **30 August**, Tuesday for the issue of Tuesday **06 September 2022**
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- **29 November**, Tuesday for the issue of Tuesday **06 December 2022**
- **06 December**, Tuesday for the issue of Tuesday **13 December 2022**
- **13 December**, Tuesday for the issue of Tuesday **20 December 2022**
- **19 December**, Monday for the issue of Tuesday **27 December 2022**

GENERAL NOTICES • ALGEMENE KENNISGEWINGS**GENERAL NOTICE 149 OF 2022****ROAD TRAFFIC MANAGEMENT CORPORATION ACT****NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD
TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES**

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.



Adv. MS Msibi

Chief Executive Officer

Date: 6/04/22



Road Traffic
Management Corporation

ONLINE SERVICES MEMORANDUM OF UNDERSTANDING

entered into by and between

THE ROAD TRAFFIC MANAGEMENT CORPORATION

and

**NORTH WEST DEPARTMENT OF COMMUNITY SAFETY AND
TRANSPORT MANAGEMENT**

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

PREAMBLE

WHEREAS, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act (NRTA) and Regulations and Section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed and the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees and penalties payable to the Province when a motor vehicle license is renewed;

WHEREAS Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

WHEREAS the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities includes amongst others the issuance and delivery of a motor vehicle licence disc issued online, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of credit card format driving licence;

WHEREAS the COVID-19 outbreak of the pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting E-commerce platforms, with Health and Safety Protocols.

WHEREAS the Province desires the RTMC to render online motor vehicle license renewal services and collect, subject to the provisions of this Agreement, all motor vehicle license fee renewal payments and if applicable penalties, made by Motor Vehicle Owners when utilising the RTMC online services.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

NOW THEREFORE THE PARTIES agree as follows –

1. PARTIES

1.1 The Parties to this Agreement are–

1.1.1 The Road Traffic Management Corporation, a statutory entity, established in terms of the Act and listed as a Schedule 3A public entity in terms of the PFMA, herein represented by Adv. M S Msibi in his capacity as Chief Executive Officer, duly authorised thereto; and

1.1.2 The North West Department of Community Safety & Transport Management acting for and on behalf of the North West Provincial Government, herein represented by BOTHALE MUFUKENG in his/her capacity as HEAD OF DEPARTMENT..... and duly authorised thereto.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context–

2.1.1 **"Account"** means the bank account opened in the name of the RTMC to receive and manage all license renewal fee payments;

2.1.2 **"Act"** means the means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);

2.1.3 **"Agreement"** means the contents of this Agreement together with the Annexures hereto;

2.1.3 **"Baseline Fees"** means the fees charged by the various provinces for the licensing of a motor vehicle;

2.1.4 **"Business Day"** means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

references in this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;

- 2.1.5 **"CEO"** means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.6 **"COVID -19"**, means the Novel Coronavirus (2019 -nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans;
- 2.1.7 **"Confidential Information"** means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party's information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.8 **"Disclosing Party"** means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.9 **"Effective Date"** means the date of the signature of this Agreement by the Party signing last in time
- 2.1.10 **"Head of Department"** means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.1.11 **"MEC"** means Member of the Executive Counsel;
- 2.1.12 **"Month"** means a calendar Month;
- 2.1.13 **"NaTIS"** means the computerised National Traffic Information System that is used as a register that supports the NRTA and Regulations;
- 2.1.14 **"NRTA"** means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.15 **"Parties"** means RTMC and/or the Province as the context indicates, and "Party" shall mean either one of them as the context may indicate;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.1.16 **"PFMA"** means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.17 **"Project Manager"** means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.18 **"Project meetings"** means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.19 **"Province"** means the Party as fully described in clause 1.1.2;
- 2.1.20 **"Receiving Party"** means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.21 **"Regulations"** means the National Road Traffic Regulations, 2000;
- 2.1.22 **"RTMC"** means the Party as more fully described in clause 1.1.1;
- 2.1.23 **"Services"** means the online motor vehicle license renewal services, which includes the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.24 **"Service Fees"** means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.25 **"Staff"** means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 2.1.26 **"Transaction Fees"** means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

2.2 Interpretation

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes –
- 2.2.1.1 any reference to the singular includes the plural and vice versa;
- 2.2.1.2 any reference to the natural person includes legal persons and vice versa;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes 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 this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

3. PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination of and the payment of the Service Fee by the Province to the RTMC for rendering the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fees payments made by the public for the renewal of motor vehicle licenses and payment of such

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

payments received to the Province.

4. APPOINTMENT

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints the RTMC to render the Services set - out in this Agreement and the RTMC hereby accepts such appointment.

5. DURATION

5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.

5.2 With effect from the Termination date, this Agreement shall endure indefinitely subject to 5 (five) years written notice of termination given by either Party to the other.

6. SERVICES

6.1 The RTMC shall, unless specified otherwise:

6.1.1 on NaTIS, make available online license renewal functionality to be utilised by the public to renew motor vehicle license renewals;

6.1.2 subject to the provisions of the PFMA, open and manage the Account;

6.1.3 on a daily basis manage and monitor and control all online motor vehicle license renewals and receive all license renewal fee and if applicable, penalty payments deposited into the Account by-

6.1.3.1 printing the license disc;

6.1.3.2 reconciling each payment received; and

6.1.3.3 prepare a comprehensive and detailed monthly reconciliation report;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.
- 6.2 **Problem and negative trend identification.** Should RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem of this Agreement.
- 6.3 **Diligence, care and professionalism.** RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- 6.4 RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 **Meetings.** RTMC shall attend all meetings including Steering Committee meeting aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 RTMC shall promptly notify the Province of any information, received by RTMC, which in the opinion of RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by RTMC shall be signed off by RTMC Project Manager.
- 6.8 All reports and information provided by RTMC to the Province in terms of this Agreement shall contain accurate information so as to enable the Province to monitor the Service standards.
- 6.9 **Place of payment.** Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following banking account.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**Bank: FNB****Account Name: NORTH WEST PROVINCE****Account Number: 62811733246****Branch Code: 210244****7. SERVICE FEE**

- 7.1 The RTMC shall subject to the provisions of 8.2, be entitled to and be paid a Service Fee of 8% by the Province of and for all baseline fees and penalties collected on behalf of the Province.
- 7.2 Collected fees and penalties shall not include Transaction Fees collected.

8. RELATIONSHIP BETWEEN THE PARTIES

- 8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.
- 8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.
- 8.3 The Parties shall at all times have a duty of good faith in their dealings with one another.

9. GENERAL OBLIGATIONS OF THE PARTIES

The Parties shall co-operate with each other in good faith.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

10. WARRANTIES AND REMEDIES

RTMC warrants that it is fully conversant with all relevant statutory requirements having a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.

11. CONTRACT MANAGEMENT

- 11.1 Steering Committee.** Each Party shall appoint, in writing, after the Effective Date representatives and alternates to represent the Parties on the Steering Committee.
- 11.2 Constitution of Steering Committee.** The Steering Committee shall comprise of 2 (two) representatives of each Party.
- 11.3** The chairperson of the Steering Committee shall be the RTMC's Project Manager, to represent the Parties at a Steering Committee meeting.
- 11.4** Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.
- 11.5** The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.
- 11.6 Functions.** The functions of the Steering Committee shall be—
- 11.6.1** continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects with regard to the Services;
 - 11.6.2** to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by RTMC;
 - 11.6.3** in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;
 - 11.6.4** to review and discuss any other issues with regard to the Services;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 11.6.5 where any specific action or consent is required by either Party in terms of this Agreement;
- 11.6.6 report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.
- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings.** All meetings between the Parties shall be recorded and signed by a member of the Parties representing each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- 11.10 **Authority.** Each Party shall ensure that their Project Manager will have the necessary skill, expertise and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party or to appoint any other person as Project Manager and such termination shall take effect in terms of such notice.
- 11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

12. FINANCIAL ARRANGEMENTS

Except for the payment of the Service Fee by the Province to the RTM, each Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.

13. FORCE MAJEURE

- 13.1 Force majeure event.** *Force majeure* shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.
- 13.2 Notify of force majeure event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.
- 13.3 No liability for force majeure.** Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *force majeure*, which arise after the Effective Date.
- 13.4 Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 13.5 If the *force majeure* event continues for a period of 90 ((ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.
- 13.6 **Failure to notify *force majeure* event.** If a Party fails to inform the other Party of the *force majeure* event concerned as set out in this clause 13 then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other Party due to the *force majeure* event.
- 13.7 The foregoing provisions of this clause 13 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not affected by the event of *force majeure*, except to the extent that same cannot be performed.
- 14. AUDIT ACCESS AND OPEN BOOK**
- 14.1 RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.
- 15. CONFIDENTIAL INFORMATION**
- 15.1 **Confidentiality obligation.** Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

Party or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.

15.2 Nature of the Confidential Information. The Confidential Information of the Disclosing Party shall, without limitation, include–

15.2.1 all software and associated material and documentation, including information contained therein;

15.2.2 all information relating to –

15.2.2.1 the Disclosing Party's past, present and future research and development;

15.2.2.2 the Disclosing Party's business activities, service providers and such service providers confidential information;

15.2.2.3 the terms and conditions of this Agreement; and

15.2.2.4 the Procurement Process to appoint service providers for the Province Database.

15.3 The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.

15.4 Receiving Party's obligations with regard to Confidential Information. The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its Confidential Information –

15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;

15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

during this Agreement or thereafter, either use any Confidential Information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.

15.5 Information not deemed Confidential Information. The foregoing obligations shall not apply to any information which -

15.5.1 is lawfully in the public domain at the time of disclosure;

15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;

15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or

15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

15.6 Severability. The provisions of this clause 15 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

16. DISPUTE SETTLEMENT BETWEEN THE PARTIES

16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.

16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.

16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

Province, may refer the dispute to the Head of the Department and the CEO or their duly authorised employees, who shall convene a meeting within thirty (30) days of the dispute having referred to them, to resolve the dispute.

- 16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.
- 16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.
- 16.7 Notwithstanding any dispute and/or court proceedings herein the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

17 BREACH

- 17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of thirty (30) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –
- 17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- 17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

18 NOTICES AND DOMICILIUM

18.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clauses 18.1.1 and 18.1.2 below, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

18.1.1 RTMC:

349 Witchazel Avenue, Block F Eco Origins, Highveld Ext 0079.

18.1.2 Province:

31-34 Molopo Road, Mafikeng (for attention of the Head of Department).

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

18.2 Any written notices required in terms of clause 19.1 shall only be satisfied if such notice is given in a written, paper-based form.

18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -

18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or

18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.

18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

19. CESSION AND DELEGATION AND SUB-CONTRACTING

Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

20. WHOLE AGREEMENT AND NON-VARIATION

20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.

20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised representatives.

21. WAIVER

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22. SEVERABILITY

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.


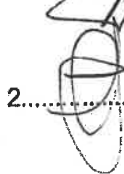
23. SIGNING AUTHORITY

The Parties warrant and represent that a duly authorised representative of that Party executes this Agreement.

SIGNED AND EXECUTED at Centurion and in the presence of the undersigned

witnesses on this 08 day of September 2020.

AS WITNESSES:

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 2. 


 for RTMC

SIGNED AND EXECUTED at MAFIKENG and in the presence of the undersigned

witnesses on this 24th day of JULY 2020

AS WITNESSES:



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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

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PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS**PROVINCIAL NOTICE 280 OF 2022****1966062NOTICE IN TERMS OF SECTIONS 17(1) AND 17(15) OF THE RUSTENBURG LOCAL MUNICIPALITY SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2018 FOR A CHANGE OF LAND USE RIGHTS KNOWN AS A REZONING. RUSTENBURG AMENDMENT SCHEME 3078**

Jan-Nolte Ekkerd of The firm NE Town Planning CC, being the authorised agent of the owner of Erf 867 and Portion 1 of Erf 889, Rustenburg, Registration Division J.Q., North West Province hereby give notice in terms of Section 17(1)(d) of the Rustenburg Local Municipality Spatial Planning and Land Use Management By-Law, 2018 that I have applied to the Rustenburg Local Municipality for a change of land use rights also known as rezoning of the Erf 867 and Portion 1 of Erf 889, Rustenburg from "Industrial 1" to "Industrial 1" including a Wholesale Liquor Enterprise as defined in Annexure 3078 to the Scheme. The properties are situated at 64 and 64a Joubert Street Rustenburg respectively. This application contains the following proposals: A) that the properties will be consolidated and that the proposed consolidated property will be used for all land uses in terms of the "Industrial 1" zoning including a wholesale liquor enterprise. B) The adjacent properties as well as others in the area, could possibly be affected by the rezoning. C) The rezoning from their current zoning to "Industrial 1" including a wholesale liquor enterprise entails that the development parameters will be amended and new buildings will be built and used for the purposes mentioned above. Annexure 3078 contains the following development parameters: Max Coverage: 75%, Max. F.A.R: 0.65 and a parking ratio of 2 parking bays per 100m². Any objection or comments, with the grounds therefore and contact details, shall be lodged within a period of 28 days from the first date on which the notice appeared, with or made in writing to: Municipality at: Room 319, Missionary Mpheni House, cnr. Nelson Mandela and Beyers Naude Drives, Rustenburg, or to PO Box 16, Rustenburg 0300. Full particulars and plans (if any) may be inspected during normal office hours at the above-mentioned offices, for a period of 28 days from the date of first publication of the advertisement in the Provincial Gazette, Beeld and Citizen and/or Site Notice. Closing date for any objections: 3 May 2022. Address of applicant: NE Town Planning CC, 155 Kock Street, Suite 203, De Dak, Rustenburg 0299 or P.O. Box 21139, Protea Park, 0305; Telephone No: 014 592 2777. Dates on which notice will be published: 5 and 12 April 2022.

5-12

PROVINSIALE KENNISGEWING 280 VAN 2022

KENNISGEWING INGEVOLGE ARTIKELS 17(1) EN 17(15) VAN DIE RUSTENBURG PLAASLIKE MUNISIPALITEIT RUIMTELIKE BEPLANNING EN GRONDGEBRUIKBESTUURS VERORDENING, 2018 VIR 'N VERANDERING VAN DIE GRONDGEBRUIKSREGTE BEKEND AS 'N HERSONERING. RUSTENBURG WYSIGINGSKEMA 3078.

Jan-Nolte Ekkerd van die firma NE Town Planning BK, synde die gemagtigde agent van die eienaar van Erf 867 en Gedeelte 1 van Erf 889, Rustenburg, Registrasie Afdeling J.Q., Noord-Wes Provinsie, gee hiermee ingevolge, Artikel 17(1)(d) van die Rustenburg Plaaslike Munisipaliteit Ruimtelike Beplanning en Grondgebruikbestuur Verordening, 2018 kennis dat hy by Rustenburg Plaaslike Munisipaliteit aansoek gedoen het vir die verandering van die grondgebruikregte, ook bekend as die hersonering van Erf 867 en Gedeelte 1 van Erf 889, Rustenburg vanaf "Industrieël 1" na "Industrieël 1" insluitend 'n groothandel drank onderneming onderworpe aan sekere voorwaardes soos omskryf in Bylae 3078 tot die Skema. Die eiendomme is geleë te Joubertstraat 64 en 64a Rustenburg onderskeidelik. Die aansoek behels A) dat die eiendomme gekonsolideer gaan word en die voorgestelde geskonsolideerde eiendom gebruik mag word vir alle gebruike in terme van die "Industrieël 1" sonering en 'n groothandel drank onderneming. B) Al die aangrensende eiendomme asook ander in die omgewing kan moontlik deur die hersonering geraak word. C) Die hersonering vanaf hulle huidige sonerings na "Industrieël 1" insluitend 'n groothandel drank onderneming behels dat nuwe geboue gebou sal word en gebruik sal word vir doeleindes soos hierbo genoem. Bylae 3078 bevat die volgende ontwikkelingsparameters, Maks dekking: 75%, Maks VOV: 0.65 en Parkeer Ratio van 2 parkeerplekke per 100m². Enige besware of kommentaar, met gronde daarvoor asook kontakbesonderhede, kan gebring word binne 'n tydperk van 28 dae vanaf die eerste datum waarop die kennisgewing verskyn het na die Munisipaliteit: Kamer 319, Missionary Mpheni House, h.v. Nelson Mandela en Beyers Naude Rylane, Rustenburg, of na Posbus 16, Rustenburg 0300. Besonderhede en planne (indien enige) is beskikbaar vir inspeksie gedurende gewone kantoorure by die bovermelde kantore, vir 'n tydperk van 28 dae van die datum van eerste publikasie van die kennisgewing in die Provinsiale Gazette, Beeld en Citizen en/of terrein kennisgewing. Sluitingsdatum vir enige besware: 3 Mei 2022. Adres van applikant: 155 Kockstraat, Suite 203, De Dak, Rustenburg 0299 of NE Stadsbeplanners BK, Posbus 21139, Protea Park, 0305; Telefoon nr: 014 592 2777. Datums waarop kennisgewings gepubliseer word: 5 en 12 April 2022.

5-12

PROVINCIAL NOTICE 281 OF 2022**NOTICE IN TERMS OF TERMS OF SECTION 17(2) OF THE RUSTENBURG LOCAL MUNICIPALITY SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2018 FOR THE REMOVAL, AMENDMENT OR SUSPENSION OF A RESTRICTIVE CONDITION(S) IN THE TITLE DEED**

I/We, Jan-Nolte Ekkerd of the Firm NE Town Planning CC, being the authorised agent/applicant hereby give notice in terms of Sections 17(1)(d) and 17(2) of the Rustenburg Local Municipality Spatial Planning and Land Use Management By-Law, 2018 that I/we have applied to the Rustenburg Local Municipality for the removal of certain conditions (K) contained in the Title Deed (Nr. T4731/2004) of Portion 82 of the Farm Waterval 306, Registration Division JQ, North West Province, which property is situated at the corner of the R24 and District Road D 108 south-east of Rustenburg Extensions 2 and 4 industrial areas.

Any objection, with the grounds therefore and contact details, shall be lodged with or made in writing to: the Municipality at: Missionary Mpheni House, Room 319, Cnr. Beyers Naude and Nelson Mandela Drive, Rustenburg or at P.O. Box 16, Rustenburg, 0300 for a period of 28 days from date of first publication of the notice; 5 April 2022. Full particulars and plans (if any) may be inspected during normal office hours at the above-mentioned office, for a period of 28 days after the publication of the advertisement in the Provincial Gazette/newspapers and/or Site Notice Boards. Closing date for any objections: 3 May 2022

Address of *owner/ applicant : 155 Kock Street, Rustenburg, De Dak Building Room 203 or P.O. Box 21139 Protea Park, 0305, Telephone No: 014 5922777 Dates on which notice will be published: 5 and 12 April 2022.

5-12

PROVINSIALE KENNISGEWING 281 VAN 2022**KENNISGEWING INGEVOLGE ARTIKEL 17(2) VAN DIE RUSTENBURG PLAASLIKE MUNISIPALITEIT RUIMTELIKE BEPLANNING EN GRONDGEBRUIKBESTUURS VERORDENING, 2018 VIR DIE VERWYDERING, WYSIGING OF OPSKORTING VAN BEPERKENDE VOORWAARDE(S) IN TITELAKTE VAN EIENDOM**

Ek/ons Jan-Nolte Ekkerd van die firma NE Town Planning BK, synde die gemagtigde agent/applikant gee hiermee ingevolge Artikel 17(1)(d) en 17(2) van die Rustenburg Plaaslike Munisipaliteit Ruimtelike Beplanning en Grondgebruikbestuur Verordening, 2018 kennis dat ek/ons by die Rustenburg Plaaslike Munisipaliteit aansoek gedoen het vir die opheffing/verwydering van sekere voorwaardes (K) in die Titel Akte (T4731/2004) van Gedeelte 82 van die Plaas Waterval 306, Registrasie Afdeling J.Q. Noordwes Provinsie, welke eiendom geleë is te hoek van die R24 en Distrikspad D 108, suid van Rustenburg Uitbreiding 2 en 4 Industriële areas. Enige besware of kommentaar, met gronde daarvoor asook kontakbesonderhede, kan gebring word binne 'n tydperk van 28 dae vanaf die eerste datum waarop die kennisgewing verskyn het na die Rustenburg Plaaslike Munisipaliteit: Kamer 319, Missionary Mpheni House, h.v. Nelson Mandela en Beyers Naude Rylane, Rustenburg, of na Posbus 16, Rustenburg 0300. Besonderhede en planne (indien enige) is beskikbaar vir inspeksie gedurende gewone kantoorure by die bovermelde kantore, vir 'n tydperk van 28 dae van die datum van eerste publikasie van die kennisgewing in die Provinsiale Gazette, Beeld en Citizen en/of terrein kennisgewing; 5 April 2022. Sluitingsdatum vir enige besware: 3 Mei 2022. Adres van aplikant: 155 Kockstraat, Suite 203, De Dak, Rustenburg 0299 of NE Stadsbeplanners BK, Posbus 21139, Protea Park, 0305; Telefoon nr: 014 592 2777. Datums waarop kennisgewings gepubliseer word: 5 en 12 April 2022.

5-12

PROVINCIAL NOTICE 282 OF 2022**NOTICE IN TERMS OF SECTIONS 17(1) AND 17(15) OF THE RUSTENBURG LOCAL MUNICIPALITY SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2018 FOR A CHANGE OF LAND USE RIGHTS KNOWN AS A REZONING. RUSTENBURG AMENDMENT SCHEME 3078**

Jan-Nolte Ekkerd of The firm NE Town Planning CC, being the authorised agent of the owner of Erf 867 and Portion 1 of Erf 889, Rustenburg, Registration Division J.Q., North West Province hereby give notice in terms of Section 17(1)(d) of the Rustenburg Local Municipality Spatial Planning and Land Use Management By-Law, 2018 that I have applied to the Rustenburg Local Municipality for a change of land use rights also known as rezoning of the Erf 867 and Portion 1 of Erf 889, Rustenburg from "Industrial 1" to "Industrial 1" including a Wholesale Liquor Enterprise as defined in Annexure 3078 to the Scheme. The properties are situated at 64 and 64a Joubert Street Rustenburg respectively. This application contains the following proposals: A) that the properties will be consolidated and that the proposed consolidated property will be used for all land uses in terms of the "Industrial 1" zoning including a wholesale liquor enterprise. B) The adjacent properties as well as others in the area, could possibly be affected by the rezoning. C) The rezoning from their current zoning to "Industrial 1" including a wholesale liquor enterprise entails that the development parameters will be amended and new buildings will be built and used for the purposes mentioned above. Annexure 3078 contains the following development parameters: Max Coverage: 75%, Max. F.A.R: 0.65 and a parking ratio of 2 parking bays per 100m². Any objection or comments, with the grounds therefore and contact details, shall be lodged within a period of 28 days from the first date on which the notice appeared, with or made in writing to: Municipality at: Room 319, Missionary Mpheni House, cnr. Nelson Mandela and Beyers Naude Drives, Rustenburg, or to PO Box 16, Rustenburg 0300. Full particulars and plans (if any) may be inspected during normal office hours at the above-mentioned offices, for a period of 28 days from the date of first publication of the advertisement in the Provincial Gazette, Beeld and Citizen and/or Site Notice. Closing date for any objections: 3 May 2022. Address of applicant: NE Town Planning CC, 155 Kock Street, Suite 203, De Dak, Rustenburg 0299 or P.O. Box 21139, Protea Park, 0305; Telephone No: 014 592 2777. Dates on which notice will be published: 5 and 12 April 2022.

5-12

PROVINSIALE KENNISGEWING 282 VAN 2022**KENNISGEWING INGEVOLGE ARTIKELS 17(1) EN 17(15) VAN DIE RUSTENBURG PLAASLIKE MUNISIPALITEIT RUIMTELIKE BEPLANNING EN GRONDGEBRUIKBESTUURS VERORDENING, 2018 VIR 'N VERANDERING VAN DIE GRONDGEBRUIKSREGTE BEKEND AS 'N HERSONERING. RUSTENBURG WYSIGINGSKEMA 3078.**

Jan-Nolte Ekkerd van die firma NE Town Planning BK, synde die gemagtigde agent van die eienaar van Erf 867 en Gedeelte 1 van Erf 889, Rustenburg, Registrasie Afdeling J.Q., Noord-Wes Provinsie, gee hiermee ingevolge, Artikel 17(1)(d) van die Rustenburg Plaaslike Munisipaliteit Ruimtelike Beplanning en Grondgebruikbestuur Verordening, 2018 kennis dat hy by Rustenburg Plaaslike Munisipaliteit aansoek gedoen het vir die verandering van die grondgebruikregte, ook bekend as die hersonering van Erf 867 en Gedeelte 1 van Erf 889, Rustenburg vanaf "Industrieël 1" na "Industrieël 1" insluitend 'n groothandel drank onderneming onderworpe aan sekere voorwaardes soos omskryf in Bylae 3078 tot die Skema. Die eiendomme is geleë te Joubertstraat 64 en 64a Rustenburg onderskeidelik. Die aansoek behels A) dat die eiendomme gekonsolideer gaan word en die voorgestelde geskonsolideerde eiendom gebruik mag word vir alle gebruike in terme van die "Industrieël 1" sonering en 'n groothandel drank onderneming. B) Al die aangrensende eiendomme asook ander in die omgewing kan moontlik deur die hersonering geraak word. C) Die hersonering vanaf hulle huidige sonerings na "Industrieël 1" insluitend 'n groothandel drank onderneming behels dat nuwe geboue gebou sal word en gebruik sal word vir doeleindes soos hierbo genoem. Bylae 3078 bevat die volgende ontwikkelingsparameters, Maks dekking: 75%, Maks VOV: 0.65 en Parkeer Ratio van 2 parkeerplekke per 100m². Enige besware of kommentaar, met gronde daarvoor asook kontakbesonderhede, kan gebring word binne 'n tydperk van 28 dae vanaf die eerste datum waarop die kennisgewing verskyn het na die Munisipaliteit: Kamer 319, Missionary Mpheni House, h.v. Nelson Mandela en Beyers Naude Rylane, Rustenburg, of na Posbus 16, Rustenburg 0300. Besonderhede en planne (indien enige) is beskikbaar vir inspeksie gedurende gewone kantoorure by die bovermelde kantore, vir 'n tydperk van 28 dae van die datum van eerste publikasie van die kennisgewing in die Provinsiale Gazette, Beeld en Citizen en/of terrein kennisgewing. Sluitingsdatum vir enige besware: 3 Mei 2022. Adres van applikant: 155 Kockstraat, Suite 203, De Dak, Rustenburg 0299 of NE Stadsbeplanners BK, Posbus 21139, Protea Park, 0305; Telefoon nr: 014 592 2777. Datums waarop kennisgewings gepubliseer word: 5 en 12 April 2022.

5-12

PROVINCIAL NOTICE 286 OF 2022

Public Notice

Notice of application for the existing public roads closure, consolidation and Rezoning interms of sections 17(1)(a)(i); (15)(a)(ii); and (19)(a) of the Rustenburg Local Municipality Spatial Planning and Land Use Management By-law 2018

I, Mbulelo Dala (ID: 8606085343081) on behalf of ESKOM SOC HOLDINGS, being the authorised agent of the owner of Portion 61 of the farm Waterval No. 303 Registration Division: JQ, hereby give notice in terms of Sections 17(1)(a)(i); (15)(a)(ii); AND (19)(a) of the Rustenburg Local Municipality Spatial Planning and Land Use Management By-law 2018, read together with Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013), that I have applied to the Rustenburg Local Municipality for the Existing Public Roads Closure, Consolidation and Rezoning of various Erven in terms of Sections 17(1)(a)(i); (15)(a)(ii); AND (19)(a) of the Rustenburg Local Municipality Spatial Planning and Land Use Management By-law, 2018, for the purpose of erecting Eskom Substation. Any objection(s) and/or comment(s), including the grounds for such objection(s) pertaining thereto must be made in writing or verbally if unable to write within 28 days period from the date of publication, to the Municipal Manager, at the Director Planning and Human Settlements, Room 305, Missionary Mpheni House, cnr. of Beyers Naude and Nelson Mandela Drive, Rustenburg or at P.O. Box 16, Rustenburg, 0300 during normal office hours.

Full particulars of the application can be accessed at above-mentioned address. Closing date for any objections or comments is 28 days from the 12 April 2022.

Address of Applicant: Eskom SOC Holdings, 22 Golden Avenue, Klerksdorp Townlands, 2570.

Telephone number: (018) 464 6862 / 083 735 9327, Email: DalaME@eskom.co.za

PROVINSIALE KENNISGEWING 286 VAN 2022

Sluiting, konsolidasie en Hersonering in terme van artikel 17(1)(a)(i); (15)(a)(ii); and (19)(a) van die Rustenburg Plaaslike Munisipaliteit Ruimtelike Beplanning en Grondgebruikbestuur Verordening 2018

Ek, Mbulelo Dala (ID: 8606085343081) namens ESKOM SOC HOLDINGS, synde die gemagtigde agent van die eienaar van Gedeelte 61 van die plaas Waterval No. 303 Registrasie-afdeling: JQ, gee hiermee kennis ingevolge Artikels 17(1)(a)(i); (15)(a)(ii); en (19)(a) van die Rustenburg Plaaslike Munisipaliteit Verordening op Ruimtelike Beplanning en Grondgebruikbestuur 2018, saamgelees met Wet op Ruimtelike Beplanning en Grondgebruikbestuur, 2013 (Wet 16 van 2013), wat ek by die Rustenburg Plaaslike Munisipaliteit vir die Bestaande Openbare Paaie Sluiting, Konsolidering en Hersonering van verskeie Erwe ingevolge Artikels 17(1)(a)(i); (15)(a)(ii); en (19)(a) van die Rustenburg Plaaslike Munisipaliteit Verordening op Ruimtelike Beplanning en Grondgebruikbestuur 2018, vir die doel om Eskom Substasie op te rig.

Enige beswaar(s) en/of kommentaar(s), insluitend die gronde vir sodanige beswaar(s) wat daarop betrekking het, moet skriftelik of mondelings indien nie kan skryf nie binne 'n tydperk van 28 dae vanaf die datum van publikasie, aan die Munisipale Bestuurder, by die Direkteur Beplanning en Menslike Nedersettings, Kamer 305, Missionary Mpheni House, cnr. van Beyers Naude- en Nelson Mandelarylaan, Rustenburg of by Posbus 16, Rustenburg, 0300 gedurende gewone kantoorure.

Volledige besonderhede van die aansoek kan verkry word by bogenoemde adres. Sluitingsdatum vir enige besware of kommentaar is 28 dae vanaf 12 April 2022.

Adres van Aansoeker: Eskom SOC Holdings, Golden Laan 22, Klerksdorp Townlands, 2570.

Telefoonnommer: (018) 464 6862 / 083 735 9327, E-pos: DalaME@eskom.co.za

PROVINCIAL NOTICE 287 OF 2022

NOTICE TO ADJACENT OWNERS AND AFFECTED PARTIES RELATING TO A LAND DEVELOPMENT APPLICATION TO THE MATLOSANA LOCAL MUNICIPALITY, FOR A SIMULTANEOUS APPLICATION FOR THE CHANGE OF LAND USE RIGHTS (ALSO REZONING) AND FOR THE REMOVAL, AMENDMENT OR SUSPENSION OF CERTAIN TITLE CONDITIONS IN THE TITLE DEED, WHICH ARE RESTRICTIVE, IN RESPECT OF THE REMAINING EXTENT OF ERF 126, WILKOPPIES TOWNSHIP, REGISTRATION DIVISION I.P., NORTH-WEST PROVINCE, SITUATED AT 38 AUSTIN STREET (AMENDMENT SCHEME 1424 WITH ANNEXURE 1298). I, Alexander Edward van Breda, ID 620501 5073 08 2, being the authorized Agent of the Owner of the Remaining Extent of Erf 126, Wilkoppies Township, Registration Division I.P., North-West Province ("the Property"), hereby give notice in terms of Sections 41(1)(a),(b) and 41(2)(d),(e) of the Spatial Planning and Land Use Management Act ("SPLUMA"), 2013, Act 16 of 2013, read with Sections 62(1), 63(2), 94(1)(a), 95(1), 96 and 97(1)(a) of the City of Matlosana Spatial Planning and Land Use Management By-law, 2016 ("SPLUMA By-law"), read with Sections 56(1)(b)(i) and 56(1)(b)(ii) of the Transvaal Town Planning and Township Ordinance, 1986 (Ordinance 15 of 1986), that I have applied to the Matlosana Local Municipality for the amendment of the Klerksdorp Land Use Management Scheme, 2005 ("the LUMS"), for a change of land use rights ("also rezoning") of the Property as well as for the removal, amendment or suspension of certain title conditions as contained in the Title Deed pertaining to the Property, which are restrictive and the intention contains the following proposal ("the Application"): (A) That the Property be rezoned from "Special" for the purposes of a beauty salon, gymnasium and hair salon to "Special" for the purposes of professional offices, medical consulting rooms, hair and beauty salon and gymnasium (Annexure 1298); (B) The removal, amendment or suspension of conditions (j) and (l)(i-ii) on page 4 in Title Deed T16812/2005; (C) The following adjacent properties: Erven 126/1 and 127, Wilkoppies Township, Holdings 47 and 52, Wilkoppies Agricultural Holdings, as well as others in the vicinity of the Property could possibly be affected hereby; (D) The following development parameters will apply: maximum coverage of 70% and two story height restriction. Any objection or comments including the grounds pertaining thereto and contact detail, must be lodged within a period of 30 days from the date of first publication of the notice in the Provincial Gazette, Beeld and Citizen Newspaper in writing during normal office hours to the Matlosana Local Municipality: Municipal offices, Records Section, Basement Floor, Klerksdorp, c/o Bram Fischer Street and OR Tambo Street, Klerksdorp Civic Centre or at the office of the Municipal Manager, PO Box 99, Klerksdorp, 2570. Any person who cannot write may during office hours attend at the address mentioned above where a named staff member of the Matlosana Local Municipality (Mr. Danny Selemoseng, 018 487 8300), will assist that person to transcribe that person's objections or comments. Full particulars of the Application and plans (if any) may be inspected and viewed during normal office hours at the above-mentioned offices, for a period of 30 days from the date of first publication of the notice in the Provincial Gazette, Beeld and Citizen Newspaper. Closing date for any objections: 16 May 2022. Address of the Applicant: Mr. A.E. van Breda, Posbus 3183, Freemanville, Klerksdorp, 2573, telephone number: 072 249 5400, vanbreda@lantic.net. Dates of publication of notices: 12 and 19 April 2022.

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PROVINSIALE KENNISGEWING 287 VAN 2022

KENNISGEWING AAN AANLIGGENDE EIENAARS EN GEAFFEKTEERDE PARTYE RAKENDE 'N GROND ONTWIKKELINGSAANSOEK NA DIE MATLOSANA PLAASLIKE MUNISIPALITEIT, VIR DIE GELYKTYDIGE VERANDERING VAN DIE GRONDGEBRUIKSREGTE (OOK HERSONERING) EN OPHEFFING, WYSIGING OF OPSKORTING VAN SEKERE TITELVOORWAARDES IN DIE TITELAKTE WAT BEPERKEND IS, TEN OPSIGTE VAN DIE RESTANT VAN ERF 126, WILKOPPIES DORPSGEBIED, REGISTRASIE AFDELING I.P., PROVINSIE NOORD-WES, GELEE TE AUSTINSTRAAT 38 (WYSIGINGSKEMA 1424 MET BYLAAG 1298). Ek, Alexander Edward van Breda, ID 620501 5073 08 2, synde die gemagtigde Agent van die Eienaar van die Restant van Erf 126, Wilkoppies Dorpsgebied, Registrasie Afdeling I.P., Noord-Wes Provinsie ("die Eiendom"), gee hiermee ingevolge Artikels 41(1)(a),(b) en 41(2)(d),(e) van die Wet op Ruimtelike Beplanning en Grondgebruik bestuur ("SPLUMA"), 2013, Wet 16 van 2013, saamgelees met Artikels 62(1), 63(2), 94(1)(a), 95(1), 96 en 97(1)(a) van die Stad van Matlosana Plaaslike Munisipaliteit se Ruimtelike Beplanning en Grondgebruikbestuurverordening, 2016 ("SPLUMA By-wet"), saamgelees met Artikels 56(1)(b)(i) en 56(1)(b)(ii) van die Transvaal Ordonansie op Dorpsbeplanning en Dorpe, 1986 (Ordonansie 15 van 1986), kennis dat ek by die Matlosana Plaaslike Munisipaliteit aansoek gedoen het vir die verandering van die grondgebruiksregte ("ook hersonering") van die Eiendom asook vir die opheffing, wysiging of opskorting van sekere titelvoorwaardes soos vervat in die Titelakte van die Eiendom wat beperkend is en behels die volgende ("die Aansoek"): (A) Dat die Eiendom hersoneer word vanaf "Spesiaal" vir die doeleindes van haarsalon, skoonheidssalon en gimnasium na "Spesiaal" vir die doeleindes van professionele kantore, mediese spreekkamers, skoonheid en haarsalon en gimnasium (Bylaag 1298); (B) Die opheffing, wysiging of opskorting van titelvoorwaardes (j); en (l)(i-ii) op bladsy 4 in Titelakte T16812/2005; (C) Die volgende aangrensende eiendomme: Erwe 126/1 en 127, Wilkoppies Dorp, Hoewes 47 en 52, Wilkoppies Landbouhoewes, asook eiendomme in die onmiddellike omgewing van die Eiendom kan moontlik hierdeur geraak word; (D) Die volgende ontwikkelingsparameters sal geld: maksimum dekking van 70% en twee vloer hoogtebeperking. Enige besware teen of kommentaar, met gronde daarvoor asook kontakbesonderhede, moet skriftelik ingedien word binne n tydperk van 30 dae vanaf die datum van eerste publikasie van die kennisgewing in die Provinsiale Gazette, Beeld en Citizen Nuisblad na die Matlosana Munisipaliteit: Die kantoor van die Munisipale Bestuurder, Rekordsafdeling, Kelderverdieping kantore, h/v Bram Fischerstraat en OR Tambostraat, en/of Posbus 99, Klerksdorp, 2570. Enige persoon wat nie kan skryf nie, mag tydens kantoorure bogenoemde adres besoek waartydens 'n aangewese amptenaar van die Matlosana Plaaslike Munisipaliteit (Mnr Danny Selemoseng: 018 487 8300) daardie persoon behulpsaam sal wees ten einde hul besware, kommentare of vertoe te transkribeer. Besonderhede van die Aansoek en planne (indien enige) is beskikbaar vir inspeksie en insae gedurende gewone kantoorure by die bovermelde kantore, vir n tydperk van 30 dae van die datum van eerste publikasie van die kennisgewing in die Provinsiale Gazette, Beeld en Citizen Nuisblad. Sluitings datum vir enige besware: 16 Mei 2022. Adres van die Applikant: Mnr. A.E. van Breda, Posbus 3183, Freemanville, Klerksdorp, 2573, Telefoon nommer: 072 249 5400, vanbreda@lantic.net. Datums waarop kennisgewings gepubliseer sal word: 12 en 19 April 2022.

12-19

LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS**LOCAL AUTHORITY NOTICE 186 OF 2022****JB MARKS LOCAL MUNICIPALITY****TLOKWE AMENDMENT SCHEME/S 2122, 2330, 2331, 2343, 2362, 2364 AND 2393****AMENDMENT OF THE TLOKWE TOWN PLANNING SCHEME, 2015 AND THE SIMULTANEOUS REMOVAL OF RESTRICTIVE TITLE CONDITIONS**

It is hereby notified in terms of the provisions of Section 62 (2) of the Tlokwe Spatial Planning and Land Use Management Bylaw 2015, that the JB Marks Local Municipality has approved the simultaneous removal of restrictive title conditions B (f) and B (h) on page 3 of Title Deed T17240/2020 and the amendment of the Tlokwe Town Planning Scheme, 2015, by the rezoning of the under-mentioned properties from their present zonings to the new zonings, as indicated below next to each property, subject to certain conditions:

Amendment Scheme	Description of property	Present zoning	New zoning
2122	Portion 2 and Remaining Extent of Erf 2525, Potchefstroom	"Residential 1"	"Residential 4" with Annexure 1673
2330	Portion 1 of Erf 1771, Potchefstroom	"Residential 1"	"Residential 3"
2331	Erf 2836, Potchefstroom	"Residential 1"	"Residential 3"
2343	Portion 1 of Erf 1119, Potchefstroom	"Residential 1"	"Residential 3"
2362	Portion 73 (a portion of Portion 32) of the farm Eiland 13 No 502, North West	"Residential 1"	"Residential 3"
2364	Remainder of Erf 835, Potchefstroom	"Residential 4" with Annexure 18	"Business 2"
2393	Remaining Extent of Portion 7 of Erf 55, Potchefstroom	"Office" with Annexure 474	"Business 3"

Annexure 18, 474 and 221 are hereby repealed only as far as it relates to Amendment Scheme 122, 684 and 353.

Map 3 and the scheme clauses of the amendment scheme/s are filed with the Municipal Manager, Dan Tloome Complex, corner of Sol Plaatje Avenue and Wolmarans Street, (PO Box 113), Potchefstroom, and are open for inspection during normal office hours.

These amendments are respectively known as Tlokwe Amendment Scheme/s 2122, 2330, 2331, 2343, 2362, 2364 and 2393 and shall come into operation on the date of publication of this notice.

Notice 04/2022

ACTING MUNICIPAL MANAGER

PLAASLIKE BESTUURSKENNISGWING 186 VAN 2022**JB MARKS PLAASLIKE MUNISIPALITEIT****TLOKWE WYSIGINGSKEMA/S 2122, 2330, 2331, 2343, 2362, 2364 EN 2393****WYSIGING VAN DIE TLOKWE DORPSBEPLANNINGSKEMA, 2015 EN GELYKTYDIGE OPHEFFING VAN BEPERKENDE TITELVOORWAARDES**

Hierby word ooreenkomstig die bepalings van Artikel 62 (2) van die Tlokwe Ruimtelike Beplanning en Grondgebruiksbestuur Verordening, 2015, bekend gemaak dat die JB Marks Plaaslike Munisipaliteit goedkeuring verleen het vir die gelyktydige opheffing van beperkende titelvoorwaardes B (f) en B (h) op bladsy 3 in Titelakte T17240/2020 sowel as die wysiging van die Tlokwe Dorpsbeplanningskema, 2015, deur die hersonering van die ondergemelde eiendomme vanaf hul huidige sonerings na die nuwe sonerings, soos hieronder teenoor elke eiendom aangetoon, onderworpe aan sekere voorwaardes:

Wysigingskema	Beskrywing van eiendom	Huidige sonering	Nuwe sonering
2122	Gedeelte 2 en Resterende Gedeelte van Erf 2525, Potchefstroom	"Residensieel 1"	"Residensieel 4" met Bylae 1673
2330	Gedeelte 1 van Erf 1771, Potchefstroom	"Residensieel 1"	"Residensieel 3"
2331	Erf 2836, Potchefstroom	"Residensieel 1"	"Residensieel 3"
2343	Gedeelte 1 van Erf 1119, Potchefstroom	"Residensieel 1"	"Residensieel 3"
2362	Gedeelte 73 (gedeelte van Gedeelte 32) van die Eiland 13 No 502, Noordwes	"Residensieel 1"	"Residensieel 3"
2364	Restant van Erf 835, Potchefstroom	"Residensieel 4" met Bylae 18	"Besigheid 2"
2393	Resterende Gedeelte van Gedeelte 7 van Erf 55, Potchefstroom	"Kantoor" met Bylae 474	"Besigheid 3"

Bylae 18, 474 en 221 word hiermee herroep slegs insoverre dit op Wysigingskema 122, 684 en 353 betrekking het.

Kaart 3 en die skemaklousules van die wysigingskemas word in bewaring gehou deur die Munisipale Bestuurder, Dan Tloome Kompleks, hoek van Sol Plaatjelaan en Wolmaransstraat, (Posbus 113), Potchefstroom, en lê ter insae te alle redelike tye.

Hierdie wysigings staan onderskeidelik bekend as Tlokwe Wysigingskema/s 2122, 2330, 2331, 2343, 2362, 2364 en 2393 en tree in werking op datum van publikasie van hierdie kennisgewing.

Kennisgewing 04/2022

WAARNEMENDE MUNISIPALE BESTUURDER

LOCAL AUTHORITY NOTICE 187 OF 2022**MADIBENGSPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2016**

Notice is hereby given to all whom it may concern, that in terms of Clause 68 of the Madibeng Local Municipality, Spatial Planning and Land Use management By-Law, 2016, read with the Peri-Urban Town Planning Scheme: 1975, that I, Gerhard Human, for, Torbious Solutions CC, applied to the Madibeng Local Municipality for consent use to construct and operate a telecommunication mast and base station on the Remaining Extent of Portion 356 of the farm Krokodildrift 446 JQ situated opposite of the Magalies Water Treatment Centre, Spoorweg Street, Brits located in a Undetermined zone.

Any objection, with the grounds therefore and contact details, shall be lodged with or made in writing to: The Madibeng Local Municipality at: The Director Human Settlements and Planning, Civic Centre, 53 Van Velden Street, Brits at P.O. Box 106, Brits, 0250 within 30 days of the first publication of the advertisement in the Provincial Gazette, viz: 12 April 2022.

Full particulars and plans (if any) may be inspected during office hours at the above-mentioned office for a period 30 days after the first publication of the advertisement in the Provincial Gazette. Any person who cannot write may come to the Madibeng Local Municipality where a staff member will assist in transcribing the objection or comments for them.

Closing date for any objections is 16 May 2022

ADDRESS OF APPLICANT:

Torbious Solutions CC.
P O Box 32017, Totiusdal, 0134
418 Rustic Road, Silvertondale, 0184
Tel: 012 804 1504/6 Fax: 012 804 7072 / 086 690 0468
E-mail: pp@infraplan.co.za
Reference Number: 148265

12-19

PLAASLIKE BESTUURSKENNISGWING 187 VAN 2022**MADIBENG RUIMTELIKE BEPLANNING EN GRONDGEBRUIKSBESTUURSBY-WET, 2016**

Kennisgewing word hiermee gegee aan alle belanghebbendes, dat ingevolge Klousule 68 van die Madibeng Plaaslike Munisipaliteit se Ruimtelike Beplanning en Grondgebruiksbestuursby-wet, 2016, saam gelees met die Buitestedelike Dorpsbeplanningskema: 1975, dat ek, Gerhard Human, vir Torbious Solutions BK. aansoek gedoen het by die Madibeng Plaaslike Munisipaliteit vir toestemmingsgebruik vir die oprigting en gebruik van 'n telekommunikasie mas en basisstasie op die Restant van Gedeelte 356 van die plaas Krokodildrift 446 JQ, gelee oorkant Magalies Water Treatment Centre, Spoorweg Straat, Brits, in 'n Onbepaalde sone.

Enige beswaar, met die redes daarvoor asook kontakbesonderhede, moet skriftelik by die Munisipaliteit ingedien of gerig word aan: Die Direkteur: Menslike Nedersettings en Beplanning, Burgersentrum, 53 Van Velden Straat, Brits of by Posbus 106, Brits, 0250 binne 30 dae na die eerste publikasie van die advertensie in die Provinsiale Koerant, nl 12 April 2022, gerig word.

Volledige besonderhede en planne (indien enige) kan gedurende kantoorure by bogenoemde kantoor besigtig word vir 'n periode van 30 dae na die eerste publikasie van die advertensie in die Provinsiale Koerant. Enige persoon wat nie kan skryf nie, kan na die Madibeng Plaaslike Munisipaliteit toe kom waar 'n personeellid sal help om die beswaar of kommentaar hulle te transkribeer.

Sluitings datum vir enige besware 16 Mei 2022

AANVRAER:

Torbious Solutions BK.
Posbus 32017, Totiusdal, 0134,
418 Rusticweg, Silvertondale, 0184
Tel: 012 804 1504 Faks: 012 804 7072 / 086 690 0468
E-Pos: pp@infraplan.co.za
Verwysingsnommer: 148265

12-19

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 **North-West Province**, Private Bag X2036, Mmabatho, 8681. Tel. (0140) 81-0121.