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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 833

20 May 1977

INDUSTRIAL CONCILIATION ACT, 1956

LIQUOR, PRIVATE HOTEL AND BOARDING-HOUSE TRADES AND THE TRADE OF LETTING FLATS OR ROOMS, SOUTH COAST, NATAL.—PROVIDENT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor, Private Hotel and Boarding-house Trades and the Trade of Letting Flats or Rooms, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1980, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 13, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1980, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trades in the areas specified in clause 1 (2) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (2) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 13, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trades by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

59924—A

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 833

20 Mei 1977

WET OP NYWERHEIDSVERSOENING, 1956

DRANK-, PRIVAATHOTEL- EN LOSIESHUIS-BEDRYF EN DIE BEDRYF VIR DIE VERHUUR VAN WOONSTELLE OF KAMERS, SUIDKUS, NATAL.—VOORSORGFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank-, Privaathotel- en Losieshuisbedryf en die Bedryf vir die Verhuur van Woonstelle of Kamers betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1980 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 13, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1980 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedrywe in die gebiede gespesifiseer in klousule 1 (2) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 13, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1980 eindig, in die gebiede gespesifiseer in klousule 1 (2) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedrywe by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

5551—1

INDUSTRIAL COUNCIL FOR THE LIQUOR, CATERING, PRIVATE HOTEL AND BOARDING-HOUSE TRADES, SOUTH COAST, NATAL

PROVIDEND FUND AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956 (hereinafter referred to as "the Act"), entered into between the

Natal South Coast Hotel, Catering, Accommodation and Bottle Store Keepers' Association

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

Natal Liquor and Catering Trade Employees' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Liquor, Catering, Private Hotel and Boarding-house Trades, South Coast, Natal.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Liquor Trade, the Private Hotel and Boarding-house Trades and the Trade of Letting Flats or Rooms—

(1) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

(2) in the Magisterial Districts of Port Shepstone, Umzinto and Durban (excluding the area within a radius of 16,09 kilometres from the General Post Office, Durban, and that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi).

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into force on such date as shall be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in force for three years or for such period as may be fixed by him.

3. DEFINITIONS

Any expression used in this Agreement which is defined in the Act shall have the same meaning as in that Act. Further, where the context so admits, words importing the singular shall include the plural, words importing the masculine gender shall include the feminine gender and the following words and expressions shall have the following meanings:

"Annexure A" means Annexure A to this Agreement setting out the scale of contributions and life assurance benefits;

"Assurance Company" means Homes Trust Life Assurance Company Limited;

"Catering Trade" means the Trade carried on by an employer and his employees for the sale or supply of meals or refreshments in or from a public restaurant, refreshment or tearoom whether indoors or in the open air; and where the said employer is also the holder of a liquor licence under the Liquor Act, 1928, permitting the supply of liquor in his restaurant, refreshment or tearoom, it includes such supply to the customers therein by such employer and his employees;

"commencement date" means the date of coming into operation of this Agreement;

"contribution wage" means—

(i) in the case of employees who are paid weekly, the weekly wage multiplied by 4; or

(ii) in the case of employees who are paid monthly, the monthly wage;

"Council" means the Industrial Council for the Liquor, Catering, Private Hotel and Boarding-house Trades, South Coast, Natal;

"entry date" means the first day of the month in which an employee becomes a member of the Fund in terms of clause 5;

"Fund" means the South Coast (Natal) Liquor, Catering, Private Hotel and Boarding-house Trades Provident Fund referred to in clause 4 of this Agreement;

"Liquor Trade" means the Trade carried on by employers and employees, other than employees the major portion of whose time is spent in or in connection with the Catering Trade, when conducting, whether temporarily or permanently, a business where the sale of liquor is carried on and in connection with which one or more of the following licences issued under the provisions of the Liquor Act, 1928, are held:

- (1) Restaurant liquor licence;
- (2) hotel liquor licence;
- (3) wine and malt liquor licence;
- (4) theatre or sports ground liquor licence;
- (5) temporary liquor licence;
- (6) late hours occasional licence;
- (7) meal-time wine and malt licence;
- (8) special authority licence issued in terms of section 100bis of the Liquor Act, 1928;

NYWERHEIDSRAAD VIR DIE DRANK-, VERVERSINGS-, PRIVAATHOTEL- EN LOSIESHUISBEDRYF, SUIDKUS, NATAL

VOORSORGFONDSOOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956 (hierna die "Wet" genoem), aangegaan deur die

Natal South Coast Hotel, Catering, Accommodation and Bottle Store Keepers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Natal Liquor and Catering Trade Employees' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die party is by die Nywerheidsraad vir die Drank-, Verversings-, Privaathotel- en Losieshuisbedryf, Suidkus, Natal.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet nagekom word in die Drankbedryf, die Privaathotel- en Losieshuisbedryf en die Bedryf vir die Verhuur van Woonstelle of Kamers—

(1) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is;

(2) in die landdrosdistrikte Port Shepstone, Umzinto en Durban (uitgesonderd die gebied binne 'n straal van 16,09 kilometer vanaf die Hoofposkantoor, Durban, en daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het).

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms word van krag op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van drie jaar of vir 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet. Voorts, tensy onbestaanbaar met die samehang, omvat woorde wat die enkelvoud aandui, ook die meervoud en woorde wat die manlike geslag aandui, ook vroue, en beteken—

"Aanhangsel A" Aanhangsel A van hierdie Ooreenkoms waarin die bydraeskaal en die lewensversekeringsvoordele uiteengesit is; "Versekeringsmaatskappy" Homes Trust Life Assurance Company Limited;

"Verversingsbedryf" die Bedryf wat uitgeoefen word deur 'n werkgever en sy werknemers vir die verkoop of verskaffing van etes of verversings in of vanuit 'n openbare restaurant, kafee of teekamer, hetsy binnenshuis of in die opelug; en waar genoemde werkgever ook die houer is van 'n dranklisensie kragtens die Drankwet, 1928, wat verlop verleen vir die verskaffing van drank in sy restaurant of teekamer, sluit dit in sodanige verskaffing van drank aan die klante daarin deur sodanige werkgever en sy werknemers;

"datum van inwerkingtreding" die datum van inwerkingtreding van hierdie Ooreenkoms;

"bydraeloon"—

(i) in die geval van werknemers wat weekliks betaal word, die weekloon vermenigvuldig met 4½; of

(ii) in die geval van werknemers wat maandeliks betaal word, die maandloon;

"Raad" die Nywerheidsraad vir die Drank-, Verversings-, Privaathotel- en Losieshuisbedryf, Suidkus, Natal;

"toetreedatum" die eerste dag van die maand waarin 'n werknemer ooreenkomstig kousule 5 'n lid van die Fonds word;

"Fonds" die Voorsorgfonds vir die Drank-, Verversings-, Privaathotel- en Losieshuisbedryf, Suidkus (Natal), in kousule 4 van hierdie Ooreenkoms bedoel;

"Drankbedryf" die Bedryf wat uitgeoefen word deur werkgewers en werknemers, uitgesonderd werknemers wat die grootste gedeelte van hul tyd bestee aan werk in verband met die verversingsbedryf, wanneer hulle, hetsy tydelik of permanent, 'n besigheid dryf waar drank verkoop word in verband waarmee een of meer van ondergenoemde lisensies, uitgereik kragtens die bepalinge van die Drankwet, 1928, gehou word:

- (1) Restourantdranklisensie;
- (2) hoteldranklisensie;
- (3) wyn-en-bierlisensie;
- (4) teater- of sportterreindranklisensie;
- (5) tydelike dranklisensie;
- (6) geleentheidslisensie vir laat ure;
- (7) maaltydwyn- en bierlisensie;
- (8) 'n lisensie wat spesiale magtiging verleen en wat ingevolge artikel 100bis van die Drankwet, 1928, uitgereik is;

"Main Agreement" means the latest Agreement of the Council published in terms of the Act which prescribes wages for employees employed in the Trade;

"member" means an employee who is eligible for or who has been admitted to membership of the Fund and in respect of whom contributions are made;

"Private Hotel and Boarding-house Trade" means the Trade in which employers and employees are associated for the purpose of carrying on the business of a hotel keeper or boarding- or lodging-house keeper by supplying meals and lodgings to others for money or its equivalent, but shall not include—

(a) any person whose gross receipts from such business during the preceding calendar year did not exceed R2 000;

(b) any person keeping or conducting a boarding-house or lodging-house exclusively for school-going children, students or teachers;

(c) the National Housing Commission established under section 6 of the Housing Act, 1957, and continued under section 7 of the Housing Act, 1966;

(d) the Bantu Housing Board established under section 8 of the Housing Act, 1957, and continued under section 7 of the Housing Act, 1966;

(e) any local authority in respect of the letting of residential flats or rooms erected under an approved scheme in terms of the provisions of the Housing Act, 1966;

(f) any utility company or other body in respect of a dwelling or scheme constructed or carried out wholly or partly by means of a housing loan made under section 53 of the Housing Act, 1966;

(g) any establishment in respect of which a licence is held under the provisions of the Liquor Act, 1928;

"retirement date" shall mean—

(a) in the case of a member who entered the Fund before his 60th birthday, the last day of the month in which such member attains his 60th birthday; and

(b) in the case of a member who entered the Fund on or after his 60th birthday, the last day of the month in which he retires or the last day of the month in which he attains his 70th birthday, whichever occurs first;

"Supplementary Account" means the separate account established in accordance with the rules and regulations of the Fund;

"temporary or casual capacity" means, for the purpose of clause 5 (1), being employed by the same employer—

(a) under a weekly contract of employment of not more than six consecutive weeks duration; or

(b) on not more than three days in any one week;

"the Trade of Letting Flats and/or Rooms" means, subject to the same exclusions contained in paragraphs (a) to (f) of the definition of "Private Hotel and Boarding-house Trade", the Trade in which employers and employees are associated for the purpose of carrying on the business of letting residential flats and/or rooms;

"wage" shall mean the wage as prescribed in clause 17 of the Main Agreement and does not include commission, bonus or gratuity.

4. CONTINUATION AND OBJECT OF THE FUND

(1) The Fund established in terms of the Agreement published under Government Notice R. 1494 of 25 September 1964 and known as the South Coast (Natal) Liquor, Catering, Private Hotel and Boarding-house Trades Provident Fund, is hereby continued.

(2) The Fund shall be governed by its rules and regulations in force from time to time and, apart from the benefits paid out of the Supplementary Account, the benefits under the Fund are assured under Policy 302594 issued by the Assurance Company.

(3) The objects of the Fund shall be—

(a) to provide members on retirement at or after the normal retirement date with a cash benefit or an annuity;

(b) to provide a payment to a member's nominated beneficiary, on the death of a member prior to retirement;

(c) to provide members on their retirement before the normal retirement date with certain benefits at the discretion of the Industrial Council;

(d) to assist members from the Supplementary Account in the manner provided for in the rules and regulations of the Fund.

5. MEMBERSHIP

(1) Membership of the Fund shall be compulsory for all employees who on the commencement date or at any time thereafter have completed three months' continuous employment, other than in a temporary or casual capacity, with the same employer in the Liquor Trade, Private Hotel and Boarding-house Trade and the Trade of Letting Flats or Rooms, and who have attained their 16th birthday and who have not attained their 70th birthday: Provided that an employee who leaves the Trade or who is temporarily unemployed shall resume his membership of the Fund

"Hoofdooreenkoms" die jongste Ooreenkoms van die Raad, gepubliseer ingevolge die Wet, waarin lone voorgeskryf word vir werknemers wat in die Bedryf werksaam is;

"lid" werknemer wat vir lidmaatskap in aanmerking kom of wat aanvaar is as lid van die Fonds en vir wie daar bydraes gemaak word;

"Privaathotel- en Losieshuisbedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om die bedryf van hotelhouer of losieshuishouder uit te oefen deur kos en inwoning aan andere te verskaf vir geld of die ekwivalent daarvan, maar sluit nie die volgende in nie:

(a) Enige persoon wie se bruto inkomste uit sodanige onderneming gedurende die voorafgaande kalenderjaar nie meer as R2 000 was nie;

(b) enige persoon wat 'n losieshuis uitsluitlik vir skoolgaande kinders, studente of onderwyers hou of dryf;

(c) die Nasionale Behuisingskommissie ingestel by artikel 6 van die Behuisingswet, 1957, en voortgesit by artikel 7 van die Behuisingswet, 1966;

(d) die Bantoebehuisingsraad ingestel by artikel 8 van die Behuisingswet, 1957, en voortgesit by artikel 7 van die Behuisingswet, 1966;

(e) enige plaaslike owerheid ten opsigte van die verhuur van woonstelle of kamers opgerig ooreenkomstig 'n goedgekeurde skema ingevolge die Behuisingswet, 1966;

(f) enige nutsmaatskappy of ander liggaam ten opsigte van 'n woning of skema geheel en al of gedeeltelik gebou of uitgevoer deur middel van 'n behuisingslening wat ingevolge artikel 53 van die Behuisingswet, 1966, toegestaan is;

(g) enige bedryfsinrigting ten opsigte waarvan 'n lisensie kragtens die Drankwet, 1928, gehou word;

"aftreedatum"—

(a) in die geval van 'n lid wat voor sy 60ste verjaardag tot die Fonds toetree het, die laaste dag van die maand waarin sodanige lid sy 60ste verjaardag bereik; en

(b) in die geval van 'n lid wat op of na sy 60ste verjaardag tot die Fonds toetree het, die laaste dag van die maand waarin hy aftree of die laaste dag van die maand waarin hy sy 70ste verjaardag bereik, naamlik die vroegste datum;

"Aanvullende Rekening" die afsonderlike rekening wat ooreenkomstig die reëls en regulasies van die Fonds ingestel is;

"tydelike of los hoedanigheid", vir die toepassing van klousule 5 (1), in diens by dieselfde werkgewer—

(a) onder 'n weeklikse dienskontrak van hoogstens ses agtereenvolgende weke; of

(b) op hoogstens drie dae in 'n week;

"die Bedryf vir die Verhuur van Woonstelle en/of Kamers", behoudens dieselfde uitsonderings in paragrawe (a) tot (f) van die omskrywing van "Privaathotel- en Losieshuisbedryf" vervat, die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om die bedryf om woonstelle en/of kamers te verhuur, uit te oefen;

"loon" die loon soos voorgeskryf in klousule 17 van die Hoofdooreenkoms en sluit nie kommissie, bonus of gratifikasie in nie.

4. VOORTSETTING EN DOELSTELLINGS VAN DIE FONDS

(1) Die Fonds ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1494 van 25 September 1964 en bekend as die Voorsorgfonds vir die Drank-, Verversings-, Privaathotel- en Losieshuisbedryf, Suidkus (Natal), word hierby voortgesit.

(2) Die Fonds word geadminestreer volgens sy reëls en regulasies wat van tyd tot tyd van krag is en afgesien van die bystand betaal uit die Aanvullende Rekening, word die bystand deur die Fonds verskaf, verseker ingevolge Polis 302594 wat deur die Versekeringsmaatskappy uitgereik is.

(3) Die doelstellings van die Fonds is—

(a) om 'n kontantbedrag of jaargeld aan lede te verskaf wat op of na die gewone aftreedatum aftree;

(b) om, wanneer 'n lid voor sy aftree-ouderdom te sterwe kom, voorsiening te maak vir betaling aan sy benoemde bevoordeelde;

(c) om by lede se aftrede voor die gewone aftreedatum bystand na goedvinde van die Nywerheidsraad aan hulle te verskaf;

(d) om lede uit die Aanvullende Rekening by te staan op die wyse wat in die reëls en regulasies van die Fonds bepaal word.

5. LIDMAATSKAP

(1) Lidmaatskap van die Fonds is verpligtend vir alle werknemers wat op die datum van inwerkingtreding of enige tyd daarna drie maande ononderbroke diens by dieselfde werkgewer voltooi het anders as in 'n tydelike of los hoedanigheid in diens in die Drankbedryf, Privaathotel- en Losieshuisbedryf en die Bedryf vir die Verhuur van Woonstelle of Kamers, en wat hulle 16de verjaardag bereik het maar nog nie hul 70ste verjaardag nie: Met dien verstande dat 'n werknemer wat uit die Bedryf bedank

from the date he is re-employed in the Trade if such re-employment commences within 12 months from the date he so left the Trade or become unemployed.

(2) A member's identity/reference number must be quoted on all forms relating to his membership.

(3) Membership of the Fund shall, however, not be compulsory in respect of any employee who—

(a) on 20 May 1968, was, or who thereafter became a participant in and a member of any other fund, which on the said date provided pension or provident benefits, which was in existence on the said date and in which the employer of the employee was on the said date a participant, or in respect of the employer of such employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are, on the whole, not less favourable than the benefits provided by this Fund; or

(b) enters the service of an employer in the Liquor Trade, Private Hotel and Boarding-house Trade and the Trade of Letting Flats or Rooms, for the first time after the date of coming into operation of this Agreement and who earns R4 200 or more per annum: Provided that any employee may be admitted to voluntary membership of the Fund: Provided further that the employer of such employee has agreed thereto in the event of which the provisions of this Agreement shall *mutatis mutandis* apply to such an employee and his employer.

6. BENEFICIARIES

(1) Every member shall inform the Council of the name of his nominated beneficiary.

(2) For the purposes of subclause (1) of this clause, the following shall be considered to be beneficiaries:

(a) A member's wife;

(b) a member's children under the age of 21 (including adopted children) who are wholly or partly dependent on the member and who reside with such member;

(c) any other person approved by the Council and nominated by the member in terms of subclause (1) of this clause.

7. CONTRIBUTIONS

(1) Each member shall contribute monthly a sum determined in accordance with the scale of contributions set out in Annexure A.

(2) The contributions referred to in subclause (1) shall be reflected through the wage records each and every month.

(3) Every employer shall contribute monthly an amount equal to the contributions referred to in subclause (1) in respect of each member in his employ.

(4) The Assurance Company shall compile a premium schedule which shall be submitted to the Council before the 15th of each month. The Council shall forward the relevant premium schedule to each employer.

(5) Every employer shall forward the total members' and employers' contributions for the relevant month, together with the premium schedules for that month, to the Secretary for the Industrial Council for the Liquor, Catering, Private Hotel and Boarding-house Trades, South Coast, Natal, P.O. Box 401, Port Shepstone, 4240, so as to reach that office not later than the 15th day of the month following that in respect of which deductions were made.

8. ADMINISTRATION OF THE FUND

(1) The administration, management and control of the Fund and the payment of benefits from the Fund shall be vested in the Industrial Council.

(2) (a) The Council shall have the power to prescribe, alter and amend its own rules of procedure and to make, amend and alter rules governing the administration of the Fund: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other law.

(b) A copy of such rules and any amendment thereto shall be furnished to the Secretary for Labour.

(c) A copy of the rules and any amendment thereto shall be available for inspection by any employer or contributor at the office of the Secretary of the Council during office hours.

9. FINANCIAL CONTROL

(1) All moneys received on account of the Fund shall be paid into a banking account opened in the name of the Fund.

(2) The whole of the expenses in connection with or incidental to the management or administration of the Fund and the investment of its moneys, including the cost of audit, shall be paid by the Fund.

(3) All payments from the Fund shall be by cheque drawn on the Fund's account and such cheques shall be signed by the Chairman or Vice-Chairman of the Council or such other person

of wat tydelik werkloos is, sy lidmaatskap van die Fonds moet hervat vanaf die datum van herindiensneming in die Bedryf indien herindiensneming geskied binne 12 maande vanaf die datum waarop hy die Bedryf aldus verlaat of werkloos geraak het.

(2) 'n Lid se persoons- of verwysingsnommer moet voorkom op alle vorms wat met sy lidmaatskap in verband staan.

(3) Lidmaatskap van die Fonds is egter nie verpligtend nie vir 'n werknemer wat—

(a) op 20 Mei 1968, 'n deelnemer aan en 'n lid was, of daarna geword het, van enige ander fonds wat op genoemde datum pensioen- of voorsorgbystand verskaf het, wat op genoemde datum bestaan het en waaraan die werkgewer van die werknemer op genoemde datum 'n deelnemer was, of ten opsigte van die werkgewer van sodanige werknemer, slegs gedurende sodanige tydperk as wat sodanige ander fonds voortgaan om te funksioneer en beide die werkgewer en werknemer daaraan deelneem, as die bystand van sodanige ander fonds na die Raad se mening oor die algemeen nie minder gunstig is nie as die bystand wat deur hierdie Fonds verskaf word; of

(b) na die datum van hierdie Ooreenkoms vir die eerste keer tot die diens van 'n werkgewer in die Drankbedryf, Privaathotel- en Losieshuisbedryf en die Bedryf vir die Verhuur van Woonstelle of Kamers en wat R4 200 of meer per jaar verdien: Met dien verstande dat enige werknemer tot vrywillige lidmaatskap van die Fonds toegelaat kan word: Voorts met dien verstande dat die werkgewer van sodanige werknemer daartoe ingestem het, in welke geval die bepalings van hierdie Ooreenkoms *mutatis mutandis* op sodanige werknemer en sy werkgewer van toepassing is.

6. BEVOORDEELDE

(1) Elke lid moet die Raad in kennis stel van die naam van sy benoemde bevoordeelde.

(2) Vir die toepassing van subklousule (1) van hierdie klousule, word die volgende persone geag bevoordeelde te wees:

(a) 'n Lid se vrou;

(b) 'n lid se kinders onder die ouderdom van 21 jaar (met inbegrip van aangenome kinders), wat geheel en al of gedeeltelik van die lid afhanklik is en by die lid inwoon;

(c) 'n ander persoon wat deur die Raad goedgekeur is en deur die lid kragtens subklousule (1) van hierdie klousule aangewys is.

7. BYDRAES

(1) Elke lid moet elke maand 'n bedrag bydra, vasgestel volgens die bydraeskaal wat in Aanhangel A uiteengesit word.

(2) Die bydraes in subklousule (1) bedoel, moet elke maand in die loonrekords getoon word.

(3) Elke werkgewer moet elke maand 'n bedrag bydra wat gelyk is aan die bydraes in subklousule (1) bedoel, ten opsigte van elke lid in sy diens.

(4) Die Versekeringsmaatskappy moet 'n premielys opstel wat voor die 15de van elke maand aan die Raad oorhandig moet word. Die Raad moet die toepaslike premiebylae aan elke werkgewer stuur.

(5) Elke werkgewer moet die totaal van die lede en die werkgewer se bydraes vir die betrokke maand, tesame met die premielyste vir daardie maand, aan die Sekretaris van die Nywerheidsraad vir Drank-, Verversings-, Privaathotel- en Losieshuisbedryf, Suidkus, Natal, Posbus 401, Port Shepstone, 4240 stuur, sodat dit daardie kantoor bereik voor of op die 15de dag van die maand wat volg op die maand ten opsigte waarvan die aftrekkings gedoen is.

8. ADMINISTRASIE VAN DIE FONDS

(1) Die administrasie, bestuur en beheer van die Fonds en die betaling van voordele uit die Fonds berus by die Nywerheidsraad.

(2) (a) Die raad het die bevoegdheid om sy eie prosedure-reëls voor te skryf, te wysig en te verander en om reëls vir die administrasie van die Fonds op te stel, te wysig en te verander: Met dien verstande dat sodanige reëls of wysigings daarvan nie onbestaanbaar mag wees nie met die bepalings van hierdie Ooreenkoms of met die bepalings van enige ander wet.

(b) 'n Kopie van sodanige reëls en wysigings daarvan moet aan die Sekretaris van Arbeid verskaf word.

(c) 'n Kopie van die reëls en wysigings daarvan moet gedurende kantoorure beskikbaar wees aan die kantoor van die Sekretaris van die Raad ter insae deur enige werkgewer of bydraer.

9. GELDELIKE BEHEER

(1) Alle geld ontvang op rekening van die Fonds moet inbetaal word in 'n bankrekening wat op naam van die Fonds geopen moet word.

(2) Al die uitgawes in verband met of wat voortvloei uit die bestuur of administrasie van die Fonds en die belegging van sy geld, met inbegrip van ouditeurkoste, moet deur die Fonds betaal word.

(3) Alle betalings uit die Fonds moet gedoen word per tjek wat op die Fonds se rekening getrek word en sodanige tjeks moet onderteken word deur die Voorzitter of Ondervoorzitter

who may be appointed by the Council, and countersigned by the Secretary or such other person who may be appointed by the Council.

(4) (a) The Council shall appoint a registered public accountant or accountants to conduct an annual audit of the accounts of the Fund for the period ended 31 December each year.

The audited statement and balance sheet shall be certified by the auditor of the Council and countersigned by the Chairman of the Council and shall thereafter lie for inspection at the office of the Council, and copies thereof shall be transmitted to the Secretary for Labour within three months after the aforementioned date.

(5) Surplus funds shall not be invested otherwise than in—

- (a) Republic or local government stock;
- (b) National Savings Certificates;
- (c) Post Office Savings Accounts or Certificates;
- (d) savings accounts, permanent shares or fixed deposits in building societies or banks; or
- (e) in any other manner approved by the Registrar.

10. INDEMNITY

(1) The members and Secretary of the Council shall not be held responsible for any act which may result in loss to the Fund, where such act was done in good faith, and shall not be liable for the debts and liabilities of the Fund, and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(2) The Council shall not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund, upon the sequestration or liquidation of the employer's estate or at all.

11. DISPUTES

Any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement concerning the administration of the Fund shall be decided by the Council.

12. EXPIRY OF AGREEMENT AND DISSOLUTION OF THE INDUSTRIAL COUNCIL

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, and no subsequent Agreement be negotiated for the purpose of continuing the operation of the Fund or the Fund not be transferred by the Council to any other Fund constituted for the same purpose within 12 months from the date of expiry of the Agreement the Fund shall be liquidated.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period in which this Agreement is binding the members and alternates of the Council at the date on which the Council ceases to function or is dissolved shall be deemed to be members and alternates of such Council for the purpose of administration of the Fund and shall continue to administer the Fund: Provided, however, that any vacancies occurring on such Council shall be filled by the Industrial Registrar from employers or employees in the Liquor Trade, Private Hotel and Boarding-house Trade and the Trade of Letting Flats or Rooms, to ensure an equality of employer and employee representatives and alternates in the membership of such Council. In the event of the Council being unable or unwilling to discharge its duties or a deadlock arising therefrom which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Council for that purpose. If there is no Council in existence upon the expiry of this Agreement the Fund shall be liquidated in the manner set forth in subclause (3) of this clause and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the Supplementary Account under the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(3) Upon liquidation of the Fund in terms of subclause (1) hereof the moneys remaining to the credit of the Fund after payment of all claims, including administration and liquidation expenses, shall be paid into the general funds of the Council.

13. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and employee to admit such agent to enter premises, institute enquiries, examine any books or documents and to interrogate such persons as may be necessary for this purpose.

van die Raad of sodanige ander persoon wat die Raad aanstel en moet medeonderteken word deur die Sekretaris of sodanige ander persoon as wat die Raad aanstel.

(4) (a) Die Raad moet 'n geregistreerde openbare rekenmeester of rekenmeesters aanstel om die rekenings van die Fonds vir die tydperk geëindig 31 Desember jaarliks te ouditeur.

Die geouditeerde staat en balansstaat moet deur die ouditeur van die Raad gesertifiseer en deur die Voorsitter van die Raad medeonderteken word en moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan moet binne drie maande ná bogenoemde datum aan die Nywerheidsregistrator gestuur word.

(5) Surplusfondse mag slegs belê word in—

- (a) Republiek- of plaaslike bestuurseffekte;
- (b) Nasionale Spaarsertifikate;
- (c) Poskantoor spaarrekenings of -sertifikate;
- (d) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke;
- (e) op enige ander wyse wat deur die Sekretaris van Arbeid goedgekeur word.

10. VRYWARING

(1) Die lede en Sekretaris van die Raad mag nie verantwoordelik gehou word vir enige daad wat verlies vir die Fonds kan meebring nie, waar sodanige daad te goedertrou georden is, en is nie verantwoordelik vir die skulde en laste van die Fonds nie en hulle word hierby deur die Fonds teen alle verliese en uitgawes gevrywaar wat deur hulle in of aangaande die bona fide-uitvoering van hul pligte aangegaan word.

(2) By sekwestrasie of likwidasië van die werkgewer se boedel of in ander gevalle mag die Raad nie verantwoordelik gehou word vir bydraes afgetrek en bydraes verskuldig en betaalbaar deur die werkgewer, wat nie in die Fonds inbetaal is nie.

11. GESKILLE

Alle geskille betreffend die vertolking, betekenis of bedoeling van enige bepalinge van hierdie Ooreenkoms aangaande die administrasie van die Fonds moet na die Raad vir beslissing verwys word.

12. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN DIE NYWERHEIDSRAAD

(1) Ingeval hierdie Ooreenkoms weens tydsverloop verstryk of om enige ander rede beëindig word sonder dat daar binne 12 maande vanaf die verstrykingsdatum van die Ooreenkoms 'n ander ooreenkoms vir die voortsetting van die Fonds aangegaan word of sonder dat die Raad die Fonds oordra aan 'n ander fonds wat vir dieselfde doel gestig is, moet die Fonds gelikwedeer word.

(2) Ingeval die Raad ontbind word of ophou om te funksioneer kragtens artikel 34 (2) van die Wet gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, moet die lede en plaasvervangende lede van die Raad op die datum waarop die Raad ophou om te funksioneer of ontbind word, geag word lede en plaasvervangende lede van die Raad te wees vir die doel om die Fonds te administreer en moet hulle voortgaan om die Fonds te administreer: Met dien verstande egter dat vakatures wat in sodanige Raad ontstaan deur die Registrator gevul moet word uit die geleedere van die werkgewers of werknemers in die Nywerheidsraad vir die Drank-, Verversings-, Privaathotel- en Losieshuisbedryf, Suidkus, Natal, ten einde 'n gelyke ledetal van werkgewer- en werknemerverteenwoordigers en -plaasvervaarders in die lidmaatskap van sodanige Raad te verseker. Ingeval die Raad nie in staat is nie of onwillig is om sy pligte na te kom of ingeval 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om vir daardie doel die pligte van sodanige Raad uit te voer. As daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds gelikwedeer word op die wyse uiteengesit in subklousule (3) van hierdie klousule en indien die sake van die Raad by sodanige verstryking reeds afgehandel en sy bates verdeel is, moet die saldo van die Aanvullende Rekening in die Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitmaak.

(3) By die likwidering van die Fonds ooreenkomstig subklousule (1) hiervan, moet die geld wat in die krediet van die Fonds oorbly nadat alle eise, met inbegrip van die administrasie- en likwidasië-uitgawes, betaal is, in die algemene fondse van die Raad gestort word.

13. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms en dit is die plig van elke werkgewer en werknemer om sodanige agente toe te laat om dié persele binne te gaan, navrae te doen, boeke of dokumente te ondersoek en om dié persone te ondervra wat vir hierdie doel nodig is.

14. EXEMPTIONS

The Council may grant such exemptions from the terms of this Agreement under such terms and conditions as they may determine.

15. EXHIBITIONS OF AGREEMENT

Every employer within the area of jurisdiction of the Council shall affix or keep affixed in some conspicuous place upon his premises a copy of this Agreement so as to be accessible to members of the Fund.

Signed at Port Shepstone this 26th day of August 1976.

D. N. LEVITT, Chairman of the Council.

A. C. REDDY, Vice-Chairman of the Council.

D. E. LUNDIN, Secretary of the Council.

14. VRYSTELLINGS

Die Raad kan vrystelling van die bepalings van hierdie ooreenkoms verleen op die voorwaardes wat hy vasstel.

15. VERTONING VAN OOREENKOMS

Elke werkgewer binne die regsgebied van die Raad moet 'n eksemplaar van hierdie Ooreenkoms opplak of opgeplak hou op 'n opvallende plek in sy perseel wat vir die lede van die Fonds toeganklik is.

Op hierdie 26ste dag van Augustus 1976 te Port Shepstone onderteken.

D. N. LEVITT, Voorsitter van die Raad.

A. C. REDDY, Ondervoorsitter van die Raad.

D. E. LUNDIN, Sekretaris van die Raad.

ANNEXURE A

SCALE OF CONTRIBUTIONS AND LIFE ASSURANCE BENEFIT

Grade	Monthly contribution wage	Employer's monthly contributions	Member's monthly contributions	Life Assurance benefit
		R	R	R
1	R1 to R24,99 inclusive.....	0,35	0,35	168
2	R25 to R39,99 inclusive.....	0,85	0,85	408
3	R40 to R59,99 inclusive.....	1,25	1,25	600
4	R60 to R79,99 inclusive.....	1,75	1,75	840
5	R80 to R99,99 inclusive.....	2,25	2,25	1 080
6	R100 to R199,99 inclusive.....	2,75	2,75	1 320
7	R120 to R139,99 inclusive.....	3,25	3,25	1 560
8	R140 to R159,99 inclusive.....	3,75	3,75	1 800
9	R160 to R179,99 inclusive.....	4,25	4,25	2 040
10	R180 to R199,99 inclusive.....	4,75	4,75	2 280
11	R200 to R219,99 inclusive.....	5,25	5,25	2 520
12	R220 to R239,99 inclusive.....	5,75	5,75	2 760
13	R240 to R259,99 inclusive.....	6,25	6,25	3 000
14	R260 to R279,99 inclusive.....	6,75	6,75	3 240
15	R280 to R299,99 inclusive.....	7,25	7,25	3 480
	Thereafter increasing by R20.....	0,50	0,50	240

AANHANGSEL A

BYDRAESKAAL EN SKAAL VAN LEWENSVERSEKERINGSVOORDEEL

Graad	Maandelikse bydraeloon	Werkgewer se maandelikse bydrae	Lid se maandelikse bydrae	Lewensversekeringsvoordeel
		R	R	R
1	R1 tot en met R24,99.....	0,35	0,35	168
2	R25 tot en met R39,99.....	0,85	0,85	408
3	R40 tot en met R59,99.....	1,25	1,25	600
4	R60 tot en met R79,99.....	1,75	1,75	840
5	R80 tot en met R99,99.....	2,25	2,25	1 080
6	R100 tot en met R119,99.....	2,75	2,75	1 320
7	R120 tot en met R139,99.....	3,25	3,25	1 560
8	R140 tot en met R159,99.....	3,75	3,75	1 800
9	R160 tot en met R179,99.....	4,25	4,25	2 040
10	R180 tot en met R199,99.....	4,75	4,75	2 280
11	R200 tot en met R219,99.....	5,25	5,25	2 520
12	R220 tot en met R239,99.....	5,75	5,75	2 760
13	R240 tot en met R259,99.....	6,25	6,25	3 000
14	R260 tot en met R279,99.....	6,75	6,75	3 240
15	R280 tot en met R299,99.....	7,25	7,25	3 480
	Daarna vir elke styging van R20.....	0,50	0,50	240

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