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# GOVERNMENT NOTICES

## GOEWERMENSKENNISGEWINGS

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### DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES

### DEPARTEMENT VAN LANDBOU, BOSBOU EN VISSERYE

**No. R. 54****1 February 2013**

PLANT IMPROVEMENT ACT, 1976  
(ACT No. 53 OF 1976)

#### REGULATIONS RELATING TO APPLICATION OF THE ACT: AMENDMENT

The Minister of Agriculture, Forestry and Fisheries, acting under Section 34 of the Plant Improvement Act, 1976 (Act No. 53 of 1976), has made the following regulations in the Schedule

#### SCHEDULE

1. In this Schedule "the Regulations" means the regulations relating to the application of the Act published by Government Notice No. R. 1901 of 12 September 1986, as amended by Government Notices Nos. R. 1387 of 26 June 1987, R. 2503 of 9 December 1988, and R. 1639 of 12 July 1991 (as corrected by R. 1970 of 16 August 1991), R. 2619 of 18 September 1992, R. 1592 of 27 August 1993, R. 2056 of 29 October 1993, R. 512 of 18 March 1994, R. 1464 of 26 August 1994 and R. 96 of 24 January 1997.

2. Substitution of regulation (b) with the following expression:

- "(b) declare that all the provisions of the said Act, except section 27, shall apply to –
- (i) plants of the kinds specified in Schedule B and any cross of such plants, excluding plants of those kinds that are used for ornamental or decorative purposes;
  - (ii) the seed of the kinds of plant specified in Schedule C, excluding plants of those kinds that are used for ornamental, decorative or recreational purposes;"

3. Deleting of regulation (d) due to moving the contents of Schedule E to Schedule B.

4. Substitution of Schedule B by the table in Annexure A.

5. Substitution of Schedule C by the table in Annexure B.

6. Deleting of Schedule E.

## ANNEXURE A / AANHANGSEL A

## SCHEDULE B / BYLAE B

KINDS OF PLANTS WHICH ARE SUBJECT TO ALL PROVISIONS EXCEPT SECTION 27  
SOORTE PLANTE WAT AAN ALLE BEPALINGS BEHALWE ARTIKEL 27 ONDERHEWIG IS

1 Botanical name Botaniese naam	2 Common name Gewone naam	3 Status of varietal list Status van variëteitslys
<i>Actinidia</i> spp.	Kiwi fruit/ Kiwivrug	All varieties/Alle variëteite
<i>Anacardium occidentale</i> L.	Cashew nut/ Kasjoeneut	All varieties/Alle variëteite
<i>Bertholletia excelsa</i> Humb. & Bonpl.	Brazil nut/ Brazilneut	All varieties/Alle variëteite
<i>Carica papaya</i> L.	Papaya/ Papaja	All varieties/Alle variëteite
<i>Carya illinoensis</i> (Wagenh.) K. Koch	Pecan nut/ Pekanneut	All varieties/Alle variëteite
<i>Castanea sativa</i> Mill.	Chestnut/ Kastaiingneut	All varieties/Alle variëteite
<i>Citrus</i> spp.	Lemon, lime, orange, tangerine, mandarin and mandarin hybrids, grapefruit and pummelo/ Suurlemoen, lemmetjie, lemoen, nartjie, mandaryn en mandaryn kruisings en pomelo	All varieties/Alle variëteite
<i>Camellia sinensis</i> (L.) Kuntze [= <i>Thea sinensis</i> L.]	Tea/ Tee	All varieties/Alle variëteite
<i>Coffea</i> spp.	Coffee/ Koffie	All varieties/Alle variëteite
<i>Corylus avellana</i> L.	Hazel nut/ Haselneut	All varieties/Alle variëteite
<i>Cydonia</i> spp.	Quince / Kweper	All varieties/Alle variëteite
<i>Cydonia</i> spp.	Quince rootstock/ Kweper onderstam	Closed list/Geslote lys
<i>Ficus</i> spp.	Fig/ Vy	All varieties/Alle variëteite
<i>Fortunella</i> spp.	Kumquat/ Kumkwat	All varieties/Alle variëteite
<i>Juglans regia</i> L.	Walnut/ Okkerneut	All varieties/Alle variëteite
<i>Litchi chinensis</i> Sonn	Litchi/ Lietsjie	All varieties/Alle variëteite
<i>Macadamia</i> spp.	Macadamia nut/ Macadamianeut	All varieties/Alle variëteite
<i>Malus</i> spp.	Apple/ Appel	Closed list/Geslote lys
<i>Mangifera indica</i> L.	Mango	All varieties/Alle variëteite
<i>Olea europea</i> L.	Olive/ Olyf	All varieties/Alle variëteite
<i>Passiflora</i> spp.	Granadilla	All varieties/Alle variëteite
<i>Persea americana</i> Mill.	Avocado/ Avokado	All varieties/Alle variëteite
<i>Pistacia</i> spp.	Pistachio / Pimperneut	All varieties/Alle variëteite
<i>Poncirus trifoliata</i> Raf.	Trifoliata orange/ Trifoliata lemoen	All varieties/Alle variëteite
<i>Prunus amygdalus</i> Batch. – see <b><i>Prunus dulcis</i></b>		
<i>Prunus armeniaca</i> L.	Apricot/ Appelkoos	Closed list/Geslote lys
<i>Prunus avium</i> (L.) L.	Sweet cherry/ Soetkersie	Closed list/Geslote lys
<i>Prunus cerasus</i> L.	Sour cherry/ Suurkersie	Closed list/Geslote lys
<i>Prunus domestica</i> L.	Plum, European plum/ Pruim	Closed list/Geslote lys
<i>Prunus dulcis</i> (Mill.) D.A. Webb [= <i>P. amygdalus</i> Batch.]	Almond/ Amandel	Closed list/Geslote lys
<i>Prunus persica</i> (L.) Batsch	Peach/ Perske	Closed list/Geslote lys
<i>Prunus persica</i> (L.) Batsch var. <i>nucipersica</i> (Sukow)C.K. Schneid.	Nectarine/ Nektarien	Closed list/Geslote lys
<i>Prunus salicina</i> Lindl.	Japanese plum/ Japanese pruim	Closed list/Geslote lys
<i>Psidium guajava</i> L.	Guava/ Koejawel	All varieties/Alle variëteite
<i>Pyrus</i> spp.	Pear/ Peer	Closed list/Geslote lys
<i>Thea sinensis</i> L. – see <b><i>Camellia sinensis</i></b>		
<i>Vitis</i> L.	Grape/ Druif	Closed list/Geslote lys

## ANNEXURE B / AANHANGSEL B

## SCHEDULE C / BYLAE C

KINDS OF PLANTS OF WHICH THE SEED IS SUBJECT TO ALL PROVISIONS EXCEPT SECTION 27  
 SOORTE PLANTE WAARVAN DIE SAAD AAN ALLE BEPALINGS BEHALWE ARTIKEL 27  
 ONDERHEWIG IS

Botanical name Botaniese naam	Common name Gewone naam
<i>xAgrotriticum</i> spp.	Agrotriticum
<i>Allium cepa</i> L.	Onion/ Uie
<i>Allium porrum</i> L.	Leek/ Prei
<i>Anthephora pubescens</i> Nees.	Bottle brush grass/ Borseltjiegras
<i>Asparagus officinalis</i> L.	Asparagus/ Aspersie
<i>Avena nuda</i> L.	Naked oats/ Naakhawer
<i>Avena sativa</i> L.	Oats/ Hawer
<i>Avena sativa</i> L. [= <i>Avena byzantina</i> K.Koch]	Red oats/ Rooihawer
<i>Avena strigosa</i> Schreb.	Black oats/ Swarthawer
<i>Beta vulgaris</i> L. subsp. <i>vulgaris</i>	Fodder beet / Voerbeet
<i>Beta vulgaris</i> L. subsp. <i>vulgaris</i>	Sugar beet / Suikerbeet
<i>Beta vulgaris</i> L. subsp. <i>vulgaris</i>	Garden beet/ Tuinbeet
<i>Beta vulgaris</i> L. subsp. <i>vulgaris</i>	Swiss chard/ Snybeet
<i>Brassica napus</i> L.	Forage rape/ Weikool
<i>Brassica napus</i> L. subsp. <i>rapifera</i> Metzg.	Swede/ Sweedse raap
<i>Brassica napus</i> L. subsp. <i>napus</i>	Oilseed rape/Oliesaadraap
<i>Brassica oleracea</i> L. var. <i>viridis</i> L.	Fodder kale/ Beeskool
<i>Brassica oleracea</i> L. var. <i>gongylodes</i> L.	Kohlrabi/ Knolkool
<i>Brassica oleracea</i> L. var. <i>sabellica</i> L.	Curly kale/ Boerkool
<i>Brassica oleracea</i> L. var. <i>botrytis</i> L.	Cauliflower/ Blomkool
<i>Brassica oleracea</i> L. var. <i>italica</i> Plenck	Broccoli/ Brokkoli
<i>Brassica oleracea</i> L. var. <i>capitata</i> L.	Cabbage/ Kool
<i>Brassica oleracea</i> L. var. <i>sabauda</i> L.	Savoy cabbage/ Savoikool
<i>Brassica oleracea</i> L. var. <i>gemmifera</i> D.C. Zenker	Brussels sprouts/ Brusselse spruitjies
<i>Brassica rapa</i> L. subsp. <i>pekinensis</i> (Lour.) Hanelt [= <i>Brassica pekinensis</i> (Lour.) Rupr.]	Chinese cabbage, pak-choi / Sjinese kool
<i>Brassica rapa</i> L. subsp. <i>rapa</i>	Turnip/ Raap
<i>Bromus catharticus</i> Vahl.	Rescue grass/ Reddingsgras
<i>Capsicum</i> spp.	Chillie, sweet peppers, paprika/ Brandrissie, soetrissie, paprika
<i>Capsicum</i> spp. [including hybrids/insluitend basters]	Pepper rootstock/Rissie onderstam
<i>Cenchrus ciliaris</i> L.	Blue buffalo grass/ Bloubuffelgras
<i>Chloris gayana</i> Kunth	Rhodes grass/ Rhodesgras
<i>Citrullus lanatus</i> (Thunb.) Matsum. et Nakai	Watermelon/ Waatlemoen, Makataan
<i>Cucumis melo</i> L.	Sweet melon/ Spanspek
<i>Cucumis sativus</i> L.	Cucumber/ Komkommer
<i>Cucumis</i> spp. [including hybrids/insluitend basters]	Rootstock/Onderstam
<i>Cucurbita maxima</i> Duch.	Pumpkin, Squash/ Pampoen, Skorsie
<i>Cucurbita moschata</i> Duch.	Pumpkin, Squash/ Pampoen, Skorsie
<i>Cucurbita pepo</i> L.	Squash/ Skorsie
<i>Cucurbita</i> spp. [including hybrids/insluitend basters]	Rootstock/Onderstam
<i>Dactylis glomerata</i> L.	Cocksfoot/ Kropaargras
<i>Daucus carota</i> L.	Carrot/ Geelwortel
<i>Desmodium intortum</i> (Mill.) Urb.	Green leaf desmodium/ Groenblaardesmodium
<i>Desmodium uncinatum</i> (Jacq.) DC.	Silver leaf desmodium/ Silwerblaardesmodium
<i>Digitaria eriantha</i> Steud.	Smuts digitaria/ Smutsvingergras
<i>Eragrostis curvula</i> (Schrad.) Nees	Weeping lovegrass/ Oulandsgras
<i>Eragrostis tef</i> (Zucc.) Trotter	Teff/ Tefgras
<i>Festuca arundinacea</i> Schreb.	Tall fescue/ Langswenkgras

Botanical name Botaniese naam	Common name Gewone naam
<i>xFestulolium loliaceum</i> (Huds.) P.Fourn.	<i>Festuca pratensis</i> x <i>Lolium perenne</i> hybrid / baster
<i>Glycine max</i> (L.) Merrill	Soya bean/ Sojaboon
<i>Gossypium hirsutum</i> L.	Cotton/ Katoen
<i>Helianthus annuus</i> L.	Sunflower/ Sonneblom
<i>Hordeum vulgare</i> L.	Barley/ Gars
<i>Kummerowia striata</i> (Thunb.)Schindl. [= <i>Lespedeza striata</i> (Thunb.) Hook et Arn.]	Common Lespedeza
<i>Lactuca sativa</i> L.	Lettuce/ Slaai
<i>Lespedeza cuneata</i> (Dum.) G. Don.	Chinese Lespedeza
<i>Lespedeza striata</i> (Thunb.) Hook et Arn. – <b>see Kummerowia striata</b>	
<i>Lolium xboucheanum</i> Kunth. (= <i>L. xhybridum</i> Hausskn.)	Hybrid ryegrass/ Basterraagras
<i>Lolium multiflorum</i> Lam.	Italian and Westerwold ryegrass/ Italiaanse en Westerwoldse raagras
<i>Lolium perenne</i> L.	Perennial ryegrass/ Meerjarige raagras
<i>Lolium rigidum</i> Gaud	Annual ryegrass/ Eenjarige raagras
<i>Lotus corniculatus</i> L.	Birdsfoot trefoil/ Rolklawer
<i>Lupinus albus</i> L.	White lupin/ Wit lupine
<i>Lupinus angustifolius</i> L.	Narrow leaf lupin/ Smaalblaarlupien
<i>Lupinus luteus</i> L.	Yellow lupin/ Geellupien
<i>Lycopersicon esculentum</i> Mill. [= <i>L. lycopersicum</i> , <i>Solanum lycopersicum</i> ]	Tomato/ Tamatie
<i>Lycopersicon</i> spp. (including hybrids/insluitend basters)	Tomato rootstock/Tamatie onderstam
<i>Medicago littoralis</i> Rohde ex Loisel.	Strand medic
<i>Medicago polymorpha</i> L.	Burr medic
<i>Medicago rugosa</i> Desr.	Gama medic
<i>Medicago sativa</i> L.	Lucerne/ Lusern
<i>Medicago scutellata</i> (L.) Mill.	Snail medic
<i>Medicago truncatula</i> Gaertn.	Barrel medic
<i>Nicotiana tabacum</i> L.	Tabacco/ Tabak
<i>Ornithopus compressus</i> L.	Yellow serradella/ Geel serradella
<i>Ornithopus sativus</i> Brot.	French serradella
<i>Oryza sativa</i> L.	Rice/ Rys
<i>Panicum maximum</i> Jacq.	White buffalo grass/ Witbuffelsgras
<i>Paspalum dilatatum</i> Poir.	Dallis grass/ Paspalum
<i>Paspalum notatum</i> Flügge	Bahia grass / gras
<i>Pastinaca sativa</i> L.	Parsnip/ Witwortel
<i>Pennisetum clandestinum</i> Hochst. ex Chiov.	Kikuyu/ Kikoejoe
<i>Pennisetum glaucum</i> (L.) R. Br.	Pearl millet/ Babala
<i>Petroselinum crispum</i> (Mill.) Nyman ex A. W. Hill	Parsley/ Pietersielie
<i>Phalaris aquatica</i> L.	Phalaris
<i>Phaseolus vulgaris</i> L.	Garden bean - Runner/ Tuinboon – Rank
<i>Phaseolus vulgaris</i> L.	Garden bean - Dwarf/ Tuinboon – Stam
<i>Pisum sativum</i> L. s. l.	Dry pea/ Droë ert
<i>Pisum sativum</i> L. s. l.	Garden pea/ Tuinert
<i>Raphanus sativus</i> L. var. <i>oleiformis</i> Pers.	Fodder radish/ Voerradys
<i>Raphanus sativus</i> L.	Garden radish/ Tuinradys
<i>Ricinus communis</i> L.	Castor oil/ Kasterolie
<i>Secale cereale</i> L.	Rye/ Rog
<i>Setaria sphacelata</i> (Schum.) Stapf. & C. E. Hubb.	Common setaria/ Gewone setaria
<i>Sinapis alba</i> L.	White mustard/ Witmosterd
<i>Solanum melongena</i> L.	Eggplant; Aubergine/ Eiervrug
<i>Solanum</i> spp. (including hybrids/insluitend basters)	Rootstock/Onderstam
<i>Sorghum</i> spp.	Forage sorghum/ Voersorghum
<i>Stylosanthes hamata</i> (L.) Taub.	Caribbean stylo/ Karibiese stylo
<i>Sporobolus fimbriatus</i> (Trin.) Nees	Dropseed grass / Fynvleigras

Botanical name Botaniese naam	Common name Gewone naam
<i>Trifolium fragiferum</i> L.	Strawberry clover/ Aarbeiklawer
<i>Trifolium hirtum</i> All.	Rose clover/ Roosklawer
<i>Trifolium incarnatum</i> L.	Crimson clover/ Inkarnaatklawer
<i>Trifolium pratense</i> L.	Red clover/ Rooiklawer
<i>Trifolium repens</i> L.	White clover/ Witklawer
<i>Trifolium resupinatum</i> L.	Persian clover/ Persiese klawer
<i>Trifolium subterraneum</i> L.	Subterranean clover/ Ondergrondse klawer
<i>Trifolium vesiculosum</i> Savi	Arrow leaf clover/ Assegaiklawer
<i>Triticum aestivum</i> L.	Wheat/ Koring
<i>Triticum durum</i> Desf.	Durum wheat/ Durumkoring
x <i>Triticosecale</i> Wittm.	Triticale/ Korog
<i>Vicia faba</i> L.	Broad bean/ Boerboon
<i>Vicia sativa</i> L. (including/insluitende <i>V. angustifolia</i> L.)	Common vetch/ Gewone wick
<i>Vicia villosa</i> Roth (including/insluitende <i>V. dasycarpa</i> Ten.)	Hairy vetch/ Harige wick
<i>Zea mays</i> L.	Sweet corn/ Suikermielie, Soetmielie

**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID**

No. R. 55

1 February 2013

**LABOUR RELATIONS ACT, 1995**

**BARGAINING COUNCIL FOR THE FISHING INDUSTRY :**

**EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE  
AGREEMENT**

I, **NELISIWE MILDRED OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Fishing Industry** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 11 February 2013 and for the period ending 30 June 2013.

**M N OLIPHANT  
MINISTER OF LABOUR**

No. R. 55

1 February 2013

**UMNYANGO WEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI  
NABASEBENZI BEMBONI YOKUDOBA: UKWELULELWA  
KWESIVUMELWANO SABAQASHI NABASEBENZI ESICHIBIYELAYO  
SELULELWA KULABO ABANGEYONA INGXENYE YASO**

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yokudoba**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela mhlaka 11 kuNhlolanja 2013 kuze kube mhlaka 30 kuNhlanguvana 2013.

M.N OLIPHANT

**UNGQONGQOSHE WEZABASEBENZI**

**SCHEDULE****BARGAINING COUNCIL FOR THE FISHING INDUSTRY****AMENDMENT OF THE MAIN COLLECTIVE AGREEMENT****SECTION 1: GENERAL****PART A: INTRODUCTION****1. CLAUSE 1: PARTIES TO THE AGREEMENT**

In accordance with the provisions of the Labour Relations Act, 1995, this Agreement is made and entered into between the

**South African Fishing Industry Employers Organisation (SAFIEO)**

(Hereinafter referred to as "the employers" or "the employers' organisation") of the one part

And the

**Trawler & Line Fishermen's Union (TALFU)****National Certificated Fishing and Allied Workers Union (NCFAWU)****Food and Allied Workers Union (FAWU)**

(Hereinafter referred to as "the employees" or "the trade unions"), of the other part, being parties to the Bargaining Council for the Fishing Industry (hereinafter referred to as the "Council") to amend the Collective Agreement published under Government Notice No. R.587 of 27 July 2012.

**2. CLAUSE 2: PURPOSE OF THE AGREEMENT**

This agreement aims to advance economic development and social justice by fulfilling the primary objects by giving effect to, and regulate the right to fair labour practices conferred by section 23 of the Constitution of South Africa 1996, by establishing and enforcing basic conditions of employment in the scope of the Council for employees employed on the vessels at sea, excluded from the Basis Conditions of Employment Act.

**PART B: APPLICATION****3. CLAUSE 3: SCOPE OF APPLICATION**

- 3.1.** This agreement applies to all Employers and/or Employees within the Republic of South Africa, who are members of any of the parties to this agreement and who are employed in the:-
- 3.1.1.** Hake Deep-sea Bottom Trawl Sector;
  - 3.1.2.** Hake Inshore Bottom Trawl Sector; and
  - 3.1.3.** Horse Mackerel Mid-Water Trawl Sector.
- 3.2.** On extension of this agreement to non-parties by the Minister, any employer may apply to the Bargaining Council's Executive Committee for exemption from the terms of this collective agreement in terms of clause 37 of the Council's Main Agreement.

**4. CLAUSE 4: PERIOD OF OPERATION**

The terms and conditions set out herein shall come into operation:

- 4.1. In respect of the parties as agreed and shall remain in force until cancelled by the parties to this Agreement; and
- 4.2. In respect of non-parties to the Agreement as from the date determined by the Minister until 30 June 2013.

**SECTION II: CORE RIGHTS****PART D: REMUNERATION****5. CLAUSE 9: MINIMUM REMUNERATION**

- 9.1. It is agreed by the parties that actual Remuneration rates be increased by the percentage indicated in the respective chamber agreements as well as the minimum remuneration rates, as reflected in the new minimum rates scheduled attached:
  - 9.1.1. Annexure "A" – Hake Deep-sea Bottom Trawl Sector
  - 9.1.2. Annexure "B" – Hake Inshore Bottom Trawl Sector
  - 9.1.3. Annexure "C" - Horse Mackerel Mid-Water Trawl Sector
- 9.2. No Employee shall be paid less than the minimum Remuneration prescribed in the respective chamber agreements attached for any Employee's relevant rank after incorporation of the increase referred to in paragraph 9.1 above.
- 9.3. Subject to paragraph 9.2 above, some ranks are excluded from having a prescribed minimum Remuneration and marked "Unprescribed", as the rate of remuneration for such rank normally exceeds an annual income level of one hundred forty nine thousand seven hundred and thirty six rand (R 149 736-00).
- 9.4. The prescribed minimum Remuneration schedule per chamber setting out the minimum rates of pay per Working Day for each rank that shall be effective from the date that this agreement comes into force.
- 9.5. Should the Employer require an Employee to work for five (5) days or more in a rank which has a higher Remuneration as prescribed for the rank that the Employee holds, the Employer shall pay that Employee at the higher Remuneration for the full period the Employee worked in the higher rank: Provided such change in rank is authorised by the Skipper and logged as such.
- 9.6. A temporary Employee shall be paid at the rate for the rank the Employee holds contained in the Remuneration schedule for the specific sector in which the Employee is employed.

## ANNEXURE A: DEEP-SEA BOTTOM TRAWL SECTOR CHAMBER

### A.1. MINIMUM DEEP-SEA REMUNERATION

1. Actual Remuneration rates shall be increased by at least seven percent (7%) as from 1 July 2012 for the parties to the Agreement and as determined by the Minister in terms of clause 4.2. for non-parties.
2. The following minimum Remuneration schedule sets out the increased minimum rates of pay per Working Day for each rank that shall be effective from the dates indicated

EMPLOYEE RANK TERMINOLOGY OF SECTOR	MINIMUM REMUNERATION PER WORKING DAY	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 OF THE MAIN AGREEMENT)	
Able Seaman	R 146.20	R 1-95	8.1.	
Assistant Factory Manager	R 160.16	R 1-95	8.13	Factory Manager - Assisting
Assistant Marine Engineer	R 150.00	R 1-95	8.28	Marine Engineer-Assisting
Bosun	R 161.61	R 1-95	8.2	
Charge Hand	R 135.74	R 1-95	8.3	
Cook	R 194.29	R 1-95	8.4	
Cook – First	R 228.96	R 1-95	8.5	
Cook – Second	R 161.61	R 1-95	8.6	
Deck Hand	R 135.74	R 1-95	8.9	
Factory Manager	R 213.59	R 1-95	8.12	
Fishmeal Operator	R 176.76	R 1-95	8.18	
Galley Hand	R 123.17	R 1-95	8.23	
Greaser	R 155.85	R 1-95	8.19	
Greaser – M3	R 165.35	R 1-95	8.20	
Greaser – M4	R 160.38	R 1-95	8.21	
Lifeboat man (PISC)	R 135.74	R 1-95	8.25	
Spare Hand	R 123.17	R 1-95	8.35	

### A.2. MINIMUM DEEP-SEA REST PERIODS

The Employer shall provide an Employee with at least ten (10) hours of rest per Day of which at least six (6) hours of the ten (10) hours shall be continuous uninterrupted rest when the Employee is employed in the Deep-sea Bottom Trawl Sector.

## ANNEXURE B: INSHORE BOTTOM TRAWL SECTOR CHAMBER

### B.1. MINIMUM INSHORE REMUNERATION

1. Actual Remuneration rates shall be increased by at least seven percent (7%) as from 1 July 2012 for the parties to the Agreement and as determined by the Minister in terms of clause 4.2. for non-parties.
2. The following minimum Remuneration schedule sets out the increased minimum rates of pay per Working Day for each rank that shall be effective from the dates indicated

EMPLOYEE RANK TERMINOLOGY OF SECTOR	MINIMUM REMUNERATION PER WORKING DAY	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 OF THE MAIN AGREEMENT )	
Able Seaman	R 144.49	R 1-95	8.1	
Assistant Marine Engineer	R 159.75	R 1-95	8.28	Marine Engineer-Assisting
Bosun	R 140.92	R 1-95	8.2	
Chief Engineer	R 244.30	R 1-95	8.27	
Cook	R 121.97	R 1-95	8.4	
Deck Hand	R 140.92	R 1-95	8.9	
Driver	R 140.92	R 1-95	8.10	
Spare Hand	R 112.86	R 1-95	8.35	

## ANNEXURE C: MID-WATER TRAWL SECTOR CHAMBER

### C. MINIMUM MID-WATER REMUNERATION

1. Actual Remuneration rates shall be increased by at least seven percent (7%) as from 1 August 2012 and a further half percent (0.5%) as from 1 January 2013 for the parties to the Agreement and as determined by the Minister in terms of clause 4.2. for non-parties.
  
2. The following minimum Remuneration schedule sets out the increased minimum rates of pay per Working Day for each rank that shall be effective from the dates indicated

EMPLOYEE RANK TERMINOLOGY OF SECTOR	MINIMUM REMUNERATION PER WORKING DAY	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	JANUARY 2013	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 OF THE MAIN AGREEMENT)	
Deck Category 2 Seaman	R 173.80	R 1-95	R 174.67	8.1	Able Seaman
Factory Manager - Assisting	R 210.62	R 1-95	R 211.67	8.13	
Marine Engineer Second	R 1,503.35	R 1-95	R 1,510.87	8.28	Marine Engineer-Assisting
Cook Chief	R 669.82	R 1-95	R 673.17	8.4	Cook
Cook – Second	R 601.34	R 1-95	R 604.34	8.6	
Cook- Relief Second Cook	R 210.79	R 1-95	R 211.84	8.8	Cook-Relief
Cook – Third	R 157.79	R 1-95	R 158.58	8.7	
Deck Cadet	R 210.79	R 1-95	R 211.84	8.9	Deck Hand
Factory Production Supervisor	R 173.80	R 1-95	R 174.67	8.3	Charge Hand
Housekeeping- Laundress	R 157.79	R 1-95	R 158.58	8.24	
Catering Chief Stewardess	R 157.79	R 1-95	R 158.58	8.26	Housekeeping-Chief Stewardess
Catering Steward	R 157.79	R 1-95	R 158.58	8.23	Housekeeping-Galley Hand
Factory Hand	R 162.75	R 1-95	R 163.56	8.11	
Factory Manager	R 267.02	R 1-95	R 268.36	8.12	
Fishmeal Operator	R 210.79	R 1-95	R 211.84	8.19	Greaser
Trainee Motorman	R 290.24	R 1-95	R 291.69	8.22	Greaser-Trainee
Factory Motorman	R 410.00	R 1-95	R 412.05	8.19	Greaser
Factory Holdman	R 164.47	R 1-95	R 165.29	8.16	FishHold Hand
Factory Senior Holdman	R 149.17	R 1-95	R 149.92	8.17	FishHold Hand-Senior
Engineer Factory Mechanic	R 217.99	R 1-95	R 219.08	8.29	Marine Engineer-Mechanic
Trainee Factory Hand	R 125.69	R 1-95	R 126.32	8.35	Spare Hand

**SECTION IV: CONSENSUS**

Through application of signature hereof the parties to the respective chambers of the Bargaining Council for the Fishing Industry (in alphabetical order), confirm their acceptance of the terms and conditions contained herein:

**43. DEEP- SEA TRAWL CHAMBER:**

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 5 DAY OF NOVEMBER 2012

GERT CHRISTIE  
 DULY AUTHORISED THERETO FOR AND  
 ON BEHALF OF THE TALFU

G. Christie  
 SIGNATURE:

WITNESS: [Signature]

WITNESS: J. Salomons

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 07<sup>th</sup> DAY OF NOVEMBER 2012.

[Signature] ADANIELS  
 DULY AUTHORISED THERETO FOR AND  
 ON BEHALF OF THE FAWU

[Signature]  
 SIGNATURE:

WITNESS: .....

WITNESS: .....

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 06 DAY OF NOVEMBER 2012.

NDANELE TULELA  
 DULY AUTHORISED THERETO FOR AND  
 ON BEHALF OF THE NCFWU

N. Tulela  
 SIGNATURE:

WITNESS: .....

WITNESS: .....

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 07<sup>th</sup> DAY OF NOVEMBER 2012.

LINDA NGAUZELE  
DULY AUTHORISED THERETO FOR AND  
ON BEHALF OF SAFIO

[Signature]  
SIGNATURE:

WITNESS: [Signature] WITNESS: .....

44. INSHORE BOTTOM TRAWL CHAMBER:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 5<sup>th</sup> DAY OF NOVEMBER 2012.

GERT S. CHRISTIE  
DULY AUTHORISED THERETO FOR AND  
ON BEHALF OF THE TALFU

[Signature]  
SIGNATURE:

WITNESS: [Signature] WITNESS: J. Salomons

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 07<sup>th</sup> DAY OF NOVEMBER 2012.

LINDA NGAUZELE  
DULY AUTHORISED THERETO FOR AND  
ON BEHALF OF SAFIO

[Signature]  
SIGNATURE:

WITNESS: ..... WITNESS: .....

45. MID-WATER BOTTOM TRAWL CHAMBER:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 06... DAY OF NOVEMBER... 2012

NDANELE TLELA.....  
DULY AUTHORISED THERETO FOR AND  
ON BEHALF OF THE NCAFWU

P. ZIZIA.....  
SIGNATURE:

WITNESS: ..... WITNESS: .....

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 07<sup>th</sup> DAY OF NOVEMBER 2012.

LINDA NGCAWJELE.....  
DULY AUTHORISED THERETO FOR AND  
ON BEHALF OF SAFIEO

[Signature].....  
SIGNATURE:

WITNESS WITNESS

FOR DEEP-SEA, INSHORE AND MID-WATER CHAMBERS

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 07<sup>th</sup> DAY OF NOVEMBER... 2012.

VICTORIA HANMER.....  
DULY AUTHORISED THERETO FOR AND  
ON BEHALF OF THE BARGAINING COUNCIL

[Signature].....  
SECRETARY

WITNESS: ..... WITNESS: .....

No. R. 56

1 February 2013

**LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE HAIRDRESSING TRADE, CAPE  
PENINSULA:  
RENEWAL OF PERIOD OF OPERATION OF MAIN COLLECTIVE  
AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour hereby, in terms of section 32(6)(a)(ii) of the Labour Relations Act, 1995, declare the provisions of Government Notices Nos. R.1532 of 13 December 2002, R.939 and R.940 of 13 August 2004, R.915 and R.916 of 15 September 2006, R.1175 and R.1176 of 14 December 2007, R.419 of 17 April 2009, R.320 and R.321 of 23 April 2010, R.261 and R.283 of 1 April 2011, R.612 of 29 July 2011 and R.383 of 18 May 2012 to be effective from **1February 2013** and for the period ending 31 December 2013.

MN OLIPHANT  
**MINISTER OF LABOUR**

No. R. 56

1 February 2013

**UMNYANGO WEZABASEBENZI**  
**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA 1995**  
  
**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI**  
**NABASEBENZI EMBONINI YOSIZO LOKULUNGISWA KWEZINWELE**  
**E CAPE PENINSULA:**  
**UKUVUSELELWA KWESIKHATHI SOKUSEBENZA**  
**KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(6)(a)(ii) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngimemezela ukuthi izihlinzeko zeZaziso zikaHulumeni ezingunombolo R.1532 somhlaka 13 kuZibandlela 2002, R.939 kanye no R.940 zomhlaka 13 kuNcwaba 2004, R.915 kanye no R.916 zomhlaka 15 kuMandulo 2006, R.1175 kanye no R.1176 zomhlaka 14 ku Zibandlela 2007, R.419 somhlaka 17 kuMbaso 2009, R.320 kanye no R.321 zomhlaka 23 kuMbaso 2010, R.261 kanye no R.283 zomhlaka 1 kuMbaso 2011, R.612 womhlaka 29 kuNtulikazi 2011 kanye no R. 383 womhlaka 18 kuNhlaba 2012 ziyasebenza kusukela mhlaka **1 kuNhlolanja 2013** kuze kube mhlaka 31 kuZibandlela 2013.

MN OLIPHANT

UNGQONGQOSHE WEZABASEBENZI

No. R. 57

1 February 2013

**LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE HAIRDRESSING TRADE, CAPE PENINSULA:  
EXTENSION OF AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO NON-  
PARTIES**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Hairdressing Trade, Cape Peninsula** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in the Industry, with effect from **11 February 2013** and for the period ending 31 December 2013.

MN OLIPHANT  
MINISTER OF LABOUR

No. R. 57

1 February 2013

**UMNYANGO WEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI, KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI  
EMBONINI YOSIZO LOKULUNGISWA KWEZINWELE – E CAPE PENINSULA:  
UKWELULELWA KWESIVUMELWANO ESIYINGQIKITHI SABAQASHI NABASEBENZ  
ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXEENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi, ngokwesigab 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqash nabasebenzi esitholakala kuSheduli yesiNgisi exhanywe lapha, esenziwa **uMkhandlu Wokuxoxisan Phakathi Kwabaqashi Nabasebenzi Embonini Yosizo Lokulungiswa Kwezinele Nobuhle – Cape Peninsula**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 199 esibopha labo abasebenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukel mhlaka **11 kuNhlolanja 2013** kuze kube mhlaka 31 kuZibandlela 2013.

MN OLIPHANT  
UNGQONGQOSHE WEZABASEBENZI

**SCHEDULE****BARGAINING COUNCIL FOR THE HAIRDRESSING TRADE CAPE PENINSULA****COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

**EMPLOYERS' ORGANISATION FOR HAIRDRESSING, COSMETOLOGY AND BEAUTY**

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

**UASA THE UNION**

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Bargaining Council for the Hairdressing Trade, Cape Peninsula, to amend the Agreement published under Government Notice No. R.1532 of 13 December 2002 as further amended and renewed under *Government Notice* Nos. R.939 and R.940 of 13 August 2004; R.915 and R.916 of 15 September 2006; R.1175 and R.1176 of 14 December 2007; R.419 of 17 April 2009; R.320 and R.321 of 23 April 2010, R.261 and R.283 of 1 April 2011; R.612 of 29 July 2011 and R.383 of 18 May 2012.

**1. SCOPE OF APPLICATION**

1.1 The terms of this agreement shall be observed in the Hairdressing Trade –

1.1.1 by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

1.1.2 in the Magisterial Districts of The Cape, Wynberg, Simon's Town, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the

publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville, in that portion of the Magisterial District of Kuilsriver which, prior to the publication of Government Notice 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, fell within the Magisterial District of Bellville in that portion of the Magisterial District of Kuils River which prior to the publication of Government Notice 1683 of 7 August 1987, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg.

- 1.2 Notwithstanding the provisions of subclause (1), the terms of this agreement shall –
- 1.2.1 apply only to employees for whom wages are specified in this agreement and to the employers of such employees;
- 1.2.2 apply to learners only in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998 or any contract entered into or any condition fixed there under.

## **2. PERIOD OF OPERATION**

- (1) This agreement shall come into operation –
- (a) in respect of the parties on 1 January 2013
- (b) in respect of non-parties, on such date as determined by the Minister.
- (2) The Agreement shall remain in force until 31 December 2013.

## **3. EXCEPTIONS**

The provisions of this Agreement do not apply to non-parties in respect of clauses 1.1.1 and 2.1(a).

**4. CLAUSE 4: WAGES**

- 4.1 Subject to the provisions of subclause 4.2, every employer must pay each employee a wage that is not less than the minimum wage specified for that employee's relevant job category and experience.

WAGE SCHEDULE 2013			
	JOB CATEGORY		RAND PER MONTH
1.1	Hairdresser Qualified Experienced		R 5237
1.2	Hairdresser Qualified First Year		R 3684
1.3	Hairdresser Non-Qualified		R 3259
2.	Operator		R 3570
3.	Cleaner		R 2573
4.1.	Receptionist Experienced		R 4158
4.2	Receptionist First Year		R 3166
5.1	Learners employed prior to 1 January 2010 who have as yet not progressed to Level 2		R 2132
5.2	Learners employment after 1 January 2010		
	Learners Who Have Completed College Full Time	New Learners Attending College Part Time	
5.2.1	Starting Salary	Starting Salary	R 2113
5.2.2	After 3 months	After Level 2 Passed	R 2280
5.2.3	After further 3 months	After Level 3 Passed	R 2464

5.2.4	After further 3 months	After Level 4 Passed	R 2662
6.1	Manager		R 5275
6.2	Stylist Manager		R6237
7.1	Entrance Hairdressing Assistant (1 <sup>st</sup> year)		R 2110
7.2	Skilled Hairdressing Assistant (2 <sup>nd</sup> year)		R 2381
8.1	Barber Starting 0-1 Month		R 2100
8.2	Trainee Barber 2-6 Months		R 2300
8.3	Junior Barber 6-12 Months		R 2700
8.4	Senior Barber 12 Months		R 3700

*\*Stylist manager category salary is calculated by adding an additional R1000 to the Qualified*

*Stylist salary*

## 1 . **MATERNITY LEAVE**

- 15.1 An employee is entitled to at least four consecutive months' maternity leave.
- 15.2 An employee may commence maternity leave –
- (a) at any time from four weeks before the expected date of birth unless otherwise agreed; or
  - (b) on a date from which a medical practitioner or midwife certified that it is necessary for the employee's health or that of the unborn child.
  - (c) No employee may work for six weeks after the birth of her child unless a medical practitioner or midwife certifies that she is fit to do so.
- 15.3 An employee who has a miscarriage during the third trimester of pregnancy or bears a still-born child is entitled to maternity leave for six weeks after the miscarriage or still-birth whether or not the employee had commenced maternity leave at the time of the miscarriage or still-birth.
- 15.4 An employee must notify the employer in writing that she is pregnant at least three months before the anticipated date of confinement and must specify when the employee intends to-
- (a) commence maternity leave; and

(b) return to work after maternity leave.

- 15.5 Notification in terms of sub clause 15.5 must be given at least four weeks before the employee intends to commence maternity leave or if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 15.6 The employee on confinement must, before or on the expiry date of the four-month period, notify her employer whether or not she will recommence employment.
- 15.7 Proof of confinement must be submitted to the employer upon the employee's return to work in the form of a birth certificate or death certificate, in the case of a still- birth, or a medical certificate in the case of a miscarriage.
- 15.8 The employer may extend the four-month period upon receipt of a valid medical certificate from a registered medical practitioner advising the employee not to return to work for medical reasons.
- 15.9 The employer must be permitted to employ a temporary employee in the same category as the employee who has been granted maternity leave on a temporary contract for period of maternity leave.
- 15.10 During the period referred to in sub clause 15.1, all the provisions of the agreements administered by the Council must apply to the temporary employee.
- 15.11 During the contract period the employer may for any reason recognised in law terminate the contract of temporary employment.

**Add Clause 15.12 and 15.13: PATERNITY LEAVE**

- 15.12 A male employee is entitled to five days paternity leave per year of service, upon the birth or adoption of his child, on presentation of proof of the birth or adoption of his child.
- 15.13 Paternity leave is in addition to the five days Family Responsibility Leave specified in subclause 16.1(a) of the agreement.

**Clause 36.9 (b): SICK PAY FUND**

Substitute the following for clause 36(9)(b):

The Fund must pay a male member five days paternity leave per year, upon the birth or adoption of his child. Paternity leave is in addition to the five days Family Responsibility Leave specified in sub clause 16.1(a) of the agreement”

**C 41: DEFINITIONS**

## Add Definitions

- “ Barber” or “ Barbering services” means an employee performing any one or more of the following services clipper cuts; dry and wet ra or shaving of facial hair and head hair including beards and moustages; hot towel treatment; facial massages; wet and dry cutting of the hair; singeing and dry or wet blow drying of hair.
- A barber will not be performing any chemical services.
- These services must be performed on male clients predominantly and must constitute at least 95 of the employee’s working time.
- Barbering services can only be rendered when a salon provides barbering services to it’s clients.
- “ Trainee barber” means an employee who has never performed the functions and duties of a barber and is in training in a salon for a period not exceeding 6 months.
- “ Junior Barber” means an employee who has been engaged in rendering Barbering services for a period of more than 6 months and less than one year in the ndustry
- “ Senior Barber” means an employee who has rendered Barbering services in the ndustry for a period of one year or more within the ndustry.

SIGNED AT CAPE TOWN FOR AND BEHALF OF THE PARTIES

THIS 8<sup>TH</sup> DAY OF NOVEMBER 2012



MR S DELPONT  
Chairman of the Council



MS M BOTJES  
Vice-Chairman of the Council



7

**SOUTH AFRICAN RESERVE BANK  
SUID-AFRIKAANSE RESERWEBANK**

No. R. 58

1 February 2013

**BANKS ACT, 1990****DESIGNATION OF INSTITUTION OF WHICH THE ACTIVITIES DO NOT  
FALL WITHIN THE MEANING OF "THE BUSINESS OF A BANK"  
("ITHALA LIMITED" A WHOLLY OWNED SUBSIDIARY OF ITHALA  
DEVELOPMENT FINANCE CORPORATION LIMITED)**

Under paragraph (cc) of the definition of "the business of a bank", in section 1(1) of the Banks Act, 1990 (Act No. 94 of 1990), I, Pravin Jamnadas Gordhan, Minister of Finance, hereby designate, for the period commencing 1 January 2013 and expiring on 31 December 2013, and subject to the conditions set out in paragraph 3 of the Schedule, an institution specified in paragraph 2 of the Schedule as an institution of which the activities do not fall within the meaning of "the business of a bank".

**P J GORDHAN**  
Minister of Finance

**SCHEDULE****1. Definitions**

In this Schedule, "the Banks Act" means the Banks Act, 1990 (Act No. 94 of 1990), and any word or expression to which a meaning has been assigned in the Banks Act or the Regulations relating to Banks shall bear the meaning so assigned thereto and, unless the context otherwise indicates-

**"KwaZulu Natal Ithala Development Finance Corporation Act"** means the KwaZulu Natal Ithala Development Corporation Act, 1999 (Act No. 2 of 1999);

**"Ithala Development Finance Corporation Limited" formerly known as "KwaZulu Finance and Investment Corporation Limited"** means the development corporation known as Ithala Development Finance Corporation Limited, referred to in section 2 of the KwaZulu Natal Ithala Development Finance Corporations Act;

**"Ithala"** means Ithala Development Finance Corporation Limited, a public company registered in terms of the Companies Act, 1973 (Act No. 61 of 1973);

**"Ithala Limited"** means Ithala Limited, a wholly owned subsidiary of Ithala Corporation, being a public company registered in terms of the Companies Act, 1973 (Act No. 61 of 1973)

**"Regulations relating to Banks"** means the Regulations relating to Banks published under Government Notice No. R. 1033 of 15 December 2011 as amended from time to time;

2. **Institution**

Ithala Limited.

3. **Conditions**

3.1 The activities of a Ithala Limited shall, in so far as they correspond to the activities contemplated in paragraphs (a), (b), (c) and (d) of the definition of "the business of a bank" in section 1(1) of the Banks Act, be performed by virtue of the powers conferred in terms of the provisions of the KwaZulu Natal Ithala Development Finance Corporations Act: Provided that Ithala Limited may not, in the performance of its activities-

3.1.1 use, or refer to itself or any of its divisions by any name, description or symbol indicating, or calculated to lead persons to infer, that it or such a division is a bank registered as such under the Banks Act;

3.1.2 in respect of itself or any of its divisions or undertakings use a name or description that includes the word "bank", or any derivative thereof, or the words "building society", or any derivative thereof, unless such name or description is composed of words that include the word "bank" as part of a place-name or a personal name.

3.2 The activities of Ithala Limited shall be-

3.2.1 managed in such a way that the sum of its issued primary and secondary share capital and its primary and secondary unimpaired reserve funds in the Republic does not at any time amount to less than an amount which represents 10 (ten) per cent of the sum of the amounts calculated by multiplying the average amounts of such different categories of-

(i) assets; and

(ii) other risk exposures in the conduct of Ithala's business, as prescribed by the Regulations relating to Banks, by risk weights expressed as percentages, as so set forth, in respect of such different categories of assets and other risk exposures;

3.2.2 performed whilst Ithala Limited at all times holds an average daily amount of liquid assets in the Republic that shall not be less than an amount equal to 5 (five) per cent of its total liabilities to the public.

- 
- 3.3 Ithala Corporation maintains, at its own cost, to the satisfaction of the Registrar of Banks, the “ring-fencing” of any deposit-taking activities within a separately capitalised and limited corporation, Ithala Limited.
  - 3.4 Ithala Corporation maintains a separation between the lending activities of Ithala Corporation, in particular the current loan and advances exposures, and any current and future deposit-taking activities, which deposit-taking activities will be conducted by Ithala Limited.
  - 3.5 Ithala Limited shall fully comply with such prudential, reporting, and other regulatory requirements, which may be imposed by the Registrar of Banks, from time to time.

**This notice substitutes Government Notice No. 54 as published in *Government Gazette* No. 34963 dated 27 January 2012.**

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**Mr P J Gordhan**  
**Minister of Finance**

**Signed at ..... on this the ..... day of ..... 2013.**

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