



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 11652

Regulasiekoerant

Vol. 702

22

December
Desember

2023

No. 49937

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ISSN 1682-5845



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

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government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works (GPW)*.

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as [@gpw.gov.za](mailto:gpw@gpw.gov.za)

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at www.gpwonline.co.za
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: Annamarie.DuToit@gpw.gov.za

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: Bonakele.Mbhele@gpw.gov.za

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: Daniel.Legoabe@gpw.gov.za

Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2023**

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

- **29 December 2022**, Thursday for the issue of Friday **06 January 2023**
- **06 January**, Friday for the issue of Friday **13 January 2023**
- **13 January**, Friday for the issue of Friday **20 January 2023**
- **20 January**, Friday for the issue of Friday **27 January 2023**
- **27 January**, Friday for the issue of Friday **03 February 2023**
- **03 February**, Friday for the issue of Friday **10 February 2023**
- **10 February**, Friday for the issue of Friday **17 February 2023**
- **17 February**, Friday for the issue of Friday **24 February 2023**
- **24 February**, Friday for the issue of Friday **03 March 2023**
- **03 March**, Friday for the issue of Friday **10 March 2023**
- **10 March**, Friday for the issue of Friday **17 March 2023**
- **16 March**, Thursday for the issue of Friday **24 March 2023**
- **24 March**, Friday for the issue of Friday **31 March 2023**
- **30 March**, Thursday for the issue of Thursday **06 April 2023**
- **05 April**, Wednesday for the issue of Friday **14 April 2023**
- **14 April**, Friday for the issue of Friday **21 April 2023**
- **20 April**, Thursday for the issue of Friday **28 April 2023**
- **26 April**, Wednesday for the issue of Friday **05 May 2023**
- **05 May**, Friday for the issue of Friday **12 May 2023**
- **12 May**, Friday for the issue of Friday **19 May 2023**
- **19 May**, Friday for the issue of Friday **26 May 2023**
- **26 May**, Friday for the issue of Friday **02 June 2023**
- **02 June**, Friday for the issue of Friday **09 June 2023**
- **08 June**, Thursday for the issue of Thursday **15 June 2023**
- **15 June**, Thursday for the issue of Friday **23 June 2023**
- **23 June**, Friday for the issue of Friday **30 June 2023**
- **30 June**, Friday for the issue of Friday **07 July 2023**
- **07 July**, Friday for the issue of Friday **14 July 2023**
- **14 July**, Friday for the issue of Friday **21 July 2023**
- **21 July**, Friday for the issue of Friday **28 July 2023**
- **28 July**, Friday for the issue of Friday **04 August 2023**
- **03 August**, Thursday for the issue of Friday **11 August 2023**
- **11 August**, Friday for the issue of Friday **18 August 2023**
- **18 August**, Friday for the issue of Friday **25 August 2023**
- **25 August**, Friday for the issue of Friday **01 September 2023**
- **01 September**, Friday for the issue of Friday **08 September 2023**
- **08 September**, Friday for the issue of Friday **15 September 2023**
- **15 September**, Friday for the issue of Friday **22 September 2023**
- **21 September**, Thursday for the issue of Friday **29 September 2023**
- **29 September**, Friday for the issue of Friday **06 October 2023**
- **06 October**, Friday for the issue of Friday **13 October 2023**
- **13 October**, Friday for the issue of Friday **20 October 2023**
- **20 October**, Friday for the issue of Friday **27 October 2023**
- **27 October**, Friday for the issue of Friday **03 November 2023**
- **03 November**, Friday for the issue of Friday **10 November 2023**
- **10 November**, Friday for the issue of Friday **17 November 2023**
- **17 November**, Friday for the issue of Friday **24 November 2023**
- **24 November**, Friday for the issue of Friday **01 December 2023**
- **01 December**, Friday for the issue of Friday **08 December 2023**
- **08 December**, Friday for the issue of Friday **15 December 2023**
- **15 December**, Friday for the issue of Friday **22 December 2023**
- **20 December**, Wednesday for the issue of Friday **29 December 2023**
- **28 December**, Thursday for the issue of Friday **05 January 2024**

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

EXTRA-ORDINARY

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

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

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

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

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
 - 8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by “walk-in” customers on electronic media can only be submitted in *Adobe* electronic form format. All “walk-in” customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.
 - 13.1. **Take note:** **GPW**'s annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.
 - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
 - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
 - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
 - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
 - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
 - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
 - 19.1. This means that **the quotation number can only be used once to make a payment.**

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

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

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

AMENDMENTS TO NOTICES

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

REJECTIONS

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

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

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

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

CUSTOMER INQUIRIES

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

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

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:
Government Printing Works

149 Bosman Street

Pretoria

Postal Address:

Private Bag X85

Pretoria

0001

GPW Banking Details:
Bank: ABSA Bosman Street

Account No.: 405 7114 016

Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za
E-mail: info.egazette@gpw.gov.za
Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za
Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

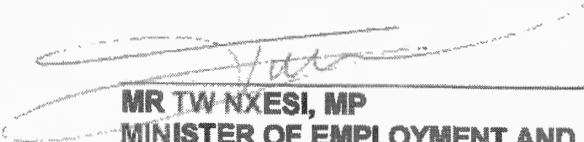
DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4209

22 December 2023

LABOUR RELATIONS ACT, 1995**NATIONAL BARGAINING COUNCIL FOR THE HAIRDRESSING,
COSMETOLOGY, BEAUTY AND SKINCARE INDUSTRY: EXTENSION TO
NON-PARTIES OF THE AGENCY SHOP COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and 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 **National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare 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 the second Monday after the date of publication of this Notice and for the period ending 31 December 2025.


MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 07/12/2023

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YOKULUNGISWA KWEZINWELE, UBUHLE KANYE NOKUNAKEKELWA KWESIKHUMBA: UKWELULWA KWESIVUMELWANO SENTELA PHAKATHI KWABAQASHI NABASEBENZI SELULELWA KULABO ABANGEYONA INGXENYE YASO

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano kwezabasebenzi ka 1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Kazwelonke Wokuxoxisana Kwabaqashi Nabasebenzi Embonini Yokulungiswa Kwezindle, Ubuhle kanye Nokunakekelwa Kwesikhumba, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabasebenzi, ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyomboni kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 31 kuZibandlela 2025.


MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 01/12/2023

**NATIONAL BARGAINING COUNCIL FOR THE HAIRDRESSING,
COSMETOLOGY, BEAUTY AND SKINCARE INDUSTRY**

AGENCY SHOP COLLECTIVE AGREEMENT

In accordance with the provisions of the Labour Relations Act, No. 66 of 1995, (*as amended*) made and entered into by and between the

Employers' Organisation for Hairdressing, Cosmetology and Beauty

(hereinafter referred to as the "*Employers' Organisation*" on the one part)

and

UASA – The Union

(hereinafter referred to as the "*Trade Union*" on the other part)

being the Parties to the National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry.

1 SCOPE OF APPLICATION

- 1.1 The terms of this Agreement shall be observed in the Hairdressing, Cosmetology, Beauty and Skincare Industry ("*the Industry*"), in the Republic of South Africa.

For the purpose hereof:

"Hairdressing, Cosmetology, Beauty and Skincare Industry" means the trade in which employers and their employees are associated for the purpose of rendering hairdressing and cosmetology services in any establishment;

“Barber or Barbering Services” means an employee that renders one or more or all of the following services in an establishment being: Clipper cuts, dry and wet razor shaving, treatment of facial and neck hair including beards and moustaches, hot towel treatments, facial massages, wet and dry cutting of hair, singeing and dry or wet blow drying of hair but specifically excludes any chemical services. The barbering services shall:

- (i) be performed predominantly on male clients;
- (ii) constitute at least 95% of all services rendered by an employee to clients;
- (iii) can only be rendered when the salon provides barbering services to its clients.

“Beauty and Skincare Industry” means the industry in which employers and employees render “cosmetology services: which include but are not limited to cosmetic camouflage, spa treatments, , tattooing and/or painting of the face or any part of the body features; whether by permanent, semi-permanent or temporary means in any establishments where such services are rendered to members of the public;

“Cosmetology services” means any one or more or a combination of the operations generally and usually performed by nail technicians or beauty culturists or cosmetologists or skincare therapists or somatologists or aesthetician or hairdresser.

“Establishment” means any place or premises from which hairdressing, cosmetology, beauty and/or skincare services are rendered but excluding canvas or sail gazebos or if such services are rendered in open space, unless chemicals are used in the execution of the hairdressing,

cosmetology, beauty and/or skincare services rendered, in which event all such places or premises shall be considered to be an establishment.

"Hairdressing" means any one or more of the following services usually performed by a person in an establishment, and includes, but is not limited to-

- (a) any service to the scalp or the hair of the head or face, including the following:
 - (i) shampooing, cleansing, conditioning and treating;
 - (ii) chemical reformation of the hair including permanent waving, relaxing and straightening of the hair;
 - (iii) hair colouring, including tinting, dyeing and colouring by means of permanent, semi-permanent or temporary processes, including the use of colour rinses, shampoos, gels or mousses; and lightening by means of tints, bleaches, highlights or high lifting tints or toners;
 - (iv) hair cutting and shaping;
 - (v) hair styling, designing, shaping, curling, waving, including blow drying, styling, tonging, crimping, straightening and silking;

Whether or not any apparatus, appliance, heat, preparation or substance is used in any of these operations;

- (a) massage or stimulative treatment of the face, scalp or neck;

- (b) adding hair, either natural or artificial, including hair extensions, board work, pastiche, wig making, or performing any of the above operations on any wig or hairpiece to be worn by any person; and
- (c) trichology and trichological treatment, including the treatment of abnormalities and disorders of the hair and scalp.

1.2 Notwithstanding the provisions of clause 1.1, the terms of this Agreement shall:-

- 1.2.1 apply only to Employees for whom a Basic Salary or Wage or Commission are specified in the Main Collective Agreement and to the Employers of such Employees;
- 1.2.2 apply to Learners/Students 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; and

2. PERIOD OF OPERATION

- 2.1 This Agreement will be binding on the parties at the date of signature both parties.
- 2.2 This Agreement shall be binding on non-parties on such date as may be determined by the Minister of Employment and Labour in terms of section 32 of the Labour Relations Act, 1995 (*as amended*) and shall remain in force until the 31st of December 2025.
- 2.3 The parties may sign the extension of this Agreement at least three (3) months before it expires.

3. DEFINITIONS

- 3.1 Any term or expression used in this Agreement which is defined in the Labour Relations Act, No. 66 of 1995 (*as amended*), has the same meaning assigned to it in the Act. The masculine includes the feminine and *vice versa* and the singular includes the plural.
- 3.2 Save where expressed distinction is made between definitions contained in this Agreement, the following words shall have the under mentioned meaning assigned to them, being:
- 3.2.1 " **ACT** "means the Labour Relations Act, No. 66 of 1995 *as amended*;
- 3.2.2 "**AGENCY SHOP COLLECTIVE AGREEMENT**" means this Agency Shop Agreement as envisaged in section 25 of the Act;
- 3.2.3 "**COUNCIL**" means the National Bargaining Council for the Hairdressing, Cosmetology, Beauty and Skincare Industry registered in terms of section 29 of the Act;
- 3.2.4 "**EMPLOYEE**" means any person who is employed by or working for any Employer and who is receiving or is entitled to receive remuneration, and any other person who in any manner assists in the carrying on or conducting of the business of any Employer, and "employ" and "employment" have corresponding meanings;
- 3.2.5 "**EMPLOYER**" means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him, or who permits any person whosoever in any manner assist him carrying on or conducting

his business and "employ" and "employment" have corresponding meanings;

3.2.6 **"MAIN COLLECTIVE AGREEMENT"** means the Collective Agreement entered into by and between the representative Employers' organisation and the representative Trade Union as envisaged in section 31 of the Act;

3.2.7 **NON-PARTY** means any Employer or Employee who is not a member of a registered Employers' Organisation or Trade Union, which is a party to the Council;

3.2.8 **"PARTY"** means any registered Employers' Organisation or Trade Union which is a Party to the Council and may refer to an Employer or Employee, who is a member in good standing of any such Party;

3.2.9 **"REMUNERATION"** means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person working for the other.

4. APPLICATION OF AGENCY SHOP COLLECTIVE AGREEMENT

4.1 A separate Agency Shop Collective Agreement in terms of section 25 of the Act is hereby agreed to and the provisions of the Act shall apply to this Agency Shop Collective Agreement.

4.2 The object of the Agency Shop Collective Agreement is to ensure that all Employers and Employees who received the benefit of collective bargaining contribute to the costs and expenses in respect thereof.

4.3 The Agency Shop Collective Agreement shall be subject to the respective Parties being representative as envisaged in section 25 of the Act in respect of Employers and Employees to which the Main Collective

Agreement apply, as verified by the Department of Employment and Labour from time to time.

- 4.4 Accordingly, the application of this Agency Shop Collective Agreement shall apply to the Parties to the Collective Agreement for as long as such Parties remain representative.
- 4.5 Notwithstanding anything contained herein to the contrary, Legal Owners shall not be obliged to make any contribution of whatsoever nature to the Agency Shop Levy and are exempt from doing so.
- 4.6 Both the Agency fee and Bargaining Levy fee to always be the same amount as the respective parties' membership fee.

5. AGENCY SHOP LEVY

5.1 Employers

- 5.1.1 Every Employer who does not belong to the Employers' Organisation, shall pay a monthly bargaining levy, to the Employers' Organisation.
- 5.1.2 No Employer will be compelled to become a member of the Employers' Organisation.
- 5.1.3 The monthly bargaining levy shall be paid on or before the seventh day of each and every succeeding month to the Council, on behalf of the Employers' Organisation.
- 5.1.4 The Council shall prepare an analysis of all amounts received from Employers by way of bargaining levies. The Council shall be entitled to deduct a collection fee from the bargaining levy so collected, expressed as a percentage of the total levies

collected, which percentage will be calculated and agreed upon from time to time by the Parties to the Council.

5.1.5 The CEO shall cause to deposit all bargaining levies received into a separate account administered by the Employers' Organisation (*"the separate account"*).

5.1.6 The monies held in the separate account may not be:-

5.1.6.1 paid to a political party as an affiliation fee; or

5.1.6.2 contributed in cash or kind to a political party or a person standing for election to any political office.

5.1.7 The Employers' Organisation shall arrange for an annual audit of the separate account within 6 (six) months of its financial year by an auditor who shall:-

5.1.7.1 conduct the audit in accordance with general accepted auditing standards;

5.1.7.2 report in writing to the Employers' Organisation, and in this report express an opinion as to whether or not the Employers' Organisation have complied with the provisions of its constitution relating to the financial matters and the provisions of clause 5.1.6.

5.1.8 The Employers' Organisation shall submit to the office of the Registrar of the Department of Employment and Labour and the Council, within 30 (thirty) days of receipt of the auditor's report referred to in clause 5.1.7.2, a certified copy of that report.

5.1.9 Any person may inspect the auditor's report submitted to the Council, at the office of the Registrar of the Department of

Employment and Labour or the Council's office situated at 352 Ontdekkers Road, Florida, Roodepoort, Johannesburg, or such other address to which the Council may relocate from time to time.

5.1.10 The Council shall provide a certified copy of, or an extract from the auditor's report to any person requesting such certified copy or extract.

5.1.11 A conscientious objector may request the Council to pay the bargaining levy received into a fund administered by the Department of Employment and Labour.

5.1.12 Any dispute about the application or interpretation of the provisions of this clause 5.1 shall be resolved in terms of the provisions of the Council's Constitution.

5.2 **Employees**

5.2.1 Every Employer shall on a monthly basis, deduct from the Basic Salary or Wages, of its Employees an agency shop fee equivalent to the Trade Union membership fee, as determined from time to time by the Trade Union and shall pay such agency shop fee to the Council on behalf of the Trade Union, by no later than the seventh day of each and every month following on the month in which the deductions were made.

5.2.2 The Council shall prepare an analysis of all amounts received as agency shop fees. The Council shall be entitled to deduct a collection fee, expressed as a percentage of the total of the agency shop fees collected, which percentage will be determined and agreed upon from time to time by the Parties to the Council.

5.2.3 Employees who are not members of the Trade Union are not compelled to become members of the Trade Union.

5.2.4 The CEO of the Council shall cause to deposit all monies received as agency shop fees, into the Council's account and at the end of each month shall deposit all agency shop fees received in respect of non-members into a separate account administered by the Trade Union (*"the Union's separate account"*).

5.2.5 The monies held in the Union's separate account and may not be:-

5.2.5.1 paid to a political party as an affiliation fee; or

5.2.5.2 contributing cash or kind to a political party or person standing for election to a political office; or

5.2.5.3 used for any expenditure that does not advance or protect the socio-economic interest of Employees.

5.2.6 The Trade Union shall arrange for an annual audit of the Union's separate account within 6 (six) months of its financial year by an auditor who shall:-

5.2.6.1 conduct the audit in accordance with the general accepted auditing standards;

5.2.6.2 report in writing to the Trade Union, and in this report express an opinion as to whether or not the Trade Union have complied with the provisions of its constitution relating to the financial matters and the provisions of clause 5.2.5.

- 5.2.7 The Trade Union shall submit to the office of the Registrar of the Department of Employment and Labour and Council, within 30 (thirty) days of receipt of the auditor's report referred to in clause 5.2.6 a certified copy of that report.
- 5.2.8 Any person may inspect the auditor's report submitted to the Council, at the office of the Registrar of the Department of Employment and Labour or the Council's office situated at 352 Ontdekkers Road, Florida, Roodepoort, Johannesburg or such other address to which the Council may relocate from time to time.
- 5.2.9 The Council shall provide a certified copy of, or an extract from the auditor's report to any person requesting such certified copy or extract.
- 5.2.10 A conscientious objector may request the Employer to pay the amount deducted from the Employee's Wages into a fund administered by the Department of Employment and Labour.
- 5.2.11 Any dispute about the application or interpretation of the provisions of this clause 5.2 shall be resolved in terms of the provisions of the Council's Constitution.

6. EXEMPTIONS

6.1 Exemption from clause 5 of this Agency Shop Collective Agreement

- 6.1.1 An application for the exemption of the provisions of clause 5 contained in this Agency Shop Collective Agreement by a party shall be heard by an Independent Exemption Committee (*"the Exemptions Committee"*) consisting of 2 (two) Commissioners accredited in accordance with the provisions of section 128 of the Act.

- 6.1.2 An application for exemption shall be in writing and made to the CEO of the Council in the form as set forth in **Annexure "1"** hereto.
- 6.1.3 The Exemptions Committee shall decide on an application for exemption within 30 (thirty) days of receipt by the CEO of the Council.
- 6.1.4 The person or entity moving for the application for exemption (*"the Applicant"*) may request the Exemptions Committee that the application for exemption be amplified by means of oral argument on the date upon which the Exemptions Committee considers the application, failing which the Exemptions Committee will consider the application for exemption on the basis of the written application and supporting documents, submitted.
- 6.1.5 All applications shall comply with the following, being:-
- 6.1.5.1 it shall be fully motivated;
 - 6.1.5.2 be accompanied by the required supporting documentation;
 - 6.1.5.3 applications that adversely affect any rights and obligations of Employees, will not be considered unless the Employees or their representatives have been properly consulted and their views fully recorded in the application;
 - 6.1.5.4 a presentation reflecting the objectives and strategies to be adopted by the Applicant during the exemption period, to rectify the non-compliance with this Agreement and indicating a time frame for such objectives and strategies to be achieved;
 - 6.1.5.5 the time period for which exemption is required.
- 6.1.6 In considering an application for exemption, the Exemptions Committee shall, amongst others, consider, but shall not be limited to, the following criteria:-

6.1.6.1 the Applicant's past record of compliance with the provisions of this Agency Shop Collective Agreement and previous exemption granted;

6.1.6.2 any special circumstances that may exist;

6.1.6.3 any precedent that might be set as a result of the granting of the exemption;

6.1.6.4 the interest of the sector with specific reference to:-

6.1.6.4.1 unfair competition;

6.1.6.4.2 collective bargaining;

6.1.6.4.3 the dilution of the scope and jurisdiction of the Council.

6.1.6.5 the interest of the Applicant with specific regard to:-

6.1.6.5.1 financial stability;

6.1.6.5.2 operational requirements.

6.2 Appeals

6.2.1 In accordance with the provisions of the Labour Relations Act, 1995 (as amended) the Council hereby establishes an independent body, to be known as the Exemptions Appeal Body to consider appeals from a non-party's application for exemption from clause 5 of this Agency Shop Collective Agreement and the withdrawal of such exemption by the Council.

6.2.2 An Applicant may lodge an appeal with the Council against the Exemptions Committee's refusal for exemption or the withdrawal

of exemption, which appeal shall be lodged within 14 (fourteen) calendar days of the Applicant being notified in writing of the exemption being refused or being withdrawn, as the case may be.

6.2.3 The Exemptions Appeal Body shall hear, decide and inform the applicant and the Council as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the Exemptions Committee.

6.2.4 Any appeal shall be in writing and shall contain the following:-

6.2.4.1 grounds of appeal;

6.2.4.2 all supporting documentation which will be used in support of the appeal;

6.2.4.3 any other relevant information or documentation that may assist the Exemption Appeal Board to arrive at a conclusion.

6.2.5 Any appeal may be amplified by oral argument.

6.2.6 The criteria for the consideration of an appeal will be the criteria as set forth in clause 6.1.6 above.

6.2.7 The Exemption Appeal Body's finding on appeal shall be in writing and shall be made available to the Applicant.

6.2.8 The Exemption Appeal Body shall consist of 2 (two) Commissioner accredited in accordance with the provisions of section 128 of the Act, from the panel approved by the Council from time to time.

6.3 The granting of exemption or withdrawal thereof

6.3.1 When exemption is granted by the Exemptions Committee or, on appeal by the Exemption Appeal Board, such exemption shall expressly specify:-

6.3.1.1 any conditions subject to which the exemption is granted;

6.3.1.2 the period during which the exemption is to operate;

6.3.1.3 the circumstances, if any, in which the exemption may be withdrawn.

6.3.2 The CEO shall furnish the Applicant, should exemption be granted in favour of such Applicant, with a letter of exemption recording the:-

6.3.2.1 full name of the person/s in whose favour exemption is granted;

6.3.2.2 provisions of clause 5 of this Agreement from which exemption are granted;

6.3.2.3 conditions subject to which exemption is granted;


6.3.2.4 period during which exemption is to operate;

6.3.2.5 circumstances in which it may be withdrawn, if any.

6.3.3 Should circumstances dictate and permit, the Council may withdraw the exemption granted, the CEO of the Council shall notify the Applicant thereof, by furnishing it with at least 7 (seven) days' notice.

6.3.4 The Applicant may appeal the resolution by the Council to withdraw the exemption granted in accordance with the provisions of clause 6.2 above.

SIGNED AT PRETORIA ON THIS THE 27TH DAY OF SEPTEMBER 2023

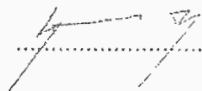
 M. Mashaba

AS WITNESSES:

Who warrants that he/she

is duly authorised to

represent UASA The Union

1. 

2. 

SIGNED AT ROODEPOORT ON THIS THE 22ND DAY OF SEPTEMBER 2023

 C. Maartens

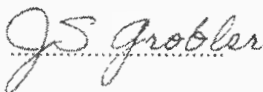
AS WITNESSES:

Who warrants that he/she

is duly authorised to

represent EOHCB

1. 

2. 

Annexure 1

NATIONAL BARGAINING COUNCIL

- Hairdressing • Cosmetology • Beauty & Skincare Industry

POSTNET SUITE 83, PRIVATE BAG X1
FLORIDA HILLS 1716
TEL: 0861 427 227

E-MAIL: exemption@hcsbc.co.za

FAX: 086 585 0314

APPLYING FOR EXEMPTION **IN TERMS OF CLAUSE 6.1 OF THE AGENCY SHOP AGREEMENT**

1. EXEMPTIONS

1.1 General provisions applicable to Exemptions

- 1.1.1 An application for the exemption of the provisions contained in this Agreement shall be heard by an Independent Exemption Committee consisting of 2 (two) Commissioners accredited in accordance with the provisions of section 128 of the Labour Relations Act, 1995 (*"the Act"*).
- 1.1.2 An application for exemption shall be in writing and made to the General Secretary of the National Bargaining Council for the Hairdressing Cosmetology Beauty and Skincare Industry (*"the Council"*) in the form as set forth herein below.
- 1.1.3 All applications for exemption shall be supported by such supporting documentation as may be indicated or required by the Exemption Committee, from time to time, in order to properly assess the application for exemption.
- 1.1.4 The Exemptions Committee shall decide on an application for exemption within 30 (thirty) days of receipt by the General Secretary of the Council.
- 1.1.5 The person or entity moving for the application for exemption (*"the Applicant"*) may request the Exemption Committee that the application for exemption be amplified by means of oral argument on the date upon which the Exemption Committee considers the application, failing which the Exemption Committee will consider the application for exemption on the basis of the written application and supporting documents, submitted.
- 1.1.6 All applications shall comply with the following, being: -
 - 1.1.6.1 it shall be fully motivated;
 - 1.1.6.2 be accompanied by the required supporting documentation;
 - 1.1.6.3 applications that adversely affect any rights and obligations of

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Exemption Application – Clause 6.1 of Agency Shop Agreement

Employees, will not be considered unless the Employees or their representatives have been properly consulted and their views fully recorded in the application;

- 1.1.6.4 a presentation reflecting the objectives and strategies to be adopted by the Applicant during the exemption period, to rectify the non-compliance with this Agreement and indicating a time frame for such objectives and strategies to be achieved;
- 1.1.6.5 the time period for which exemption is required.
- 1.1.7 In considering an application for exemption, the Exemption Committee shall, amongst others, consider, but shall not be limited to, the following criteria: -
 - 1.1.7.1 the Applicant's past record of compliance with the provisions of this Agreement and previous exemption granted;
 - 1.1.7.2 any special circumstances that may exist;
 - 1.1.7.3 any precedent that might be set as a result of the granting of the exemption;
 - 1.1.7.4 the interest of the sector with specific reference to: -
 - 1.1.8.4.1 unfair competition;
 - 1.1.8.4.2 collective bargaining;
 - 1.1.7.5 the interest of Employees with specific reference to: -
 - 18.1.8.5.1 exploitation;
 - 18.1.8.5.2 job preservation.
 - 1.1.7.6 the interest of the Applicant with specific regard to: -
 - 18.1.8.6.1 financial stability;
 - 18.1.8.6.2 operational requirements..

1.2 Appeals

- 1.2.1 In accordance with the provisions of the Act, the Council hereby establishes an independent body, to be known as the Exemptions Appeal Body to consider appeals against a refusal of an application for exemption and the withdrawal of an exemption, which Exemptions Appeal Body shall consist of at least 1 (one) Commissioner accredited in accordance with the provisions of section 128 of the Act, from the panel approved by the Council from time to time.
- 1.2.2 An Applicant may lodge an appeal within 14 (fourteen) calendar days of the Applicant being notified of the exemption being refused or being withdrawn, as the

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Exemption Application – Clause 6.1 of Agency Shop Agreement

case may be.

- 1.2.3 The Exemptions Appeal Body shall hear and decide on the appeal within 30 days of being lodged and inform the Applicant and the Council as soon as possible, of the outcome thereof, in writing.
- 1.2.4 Any appeal shall be in writing and shall contain the following: -
 - 1.2.4.1 grounds of appeal;
 - 1.2.4.2 all supporting documentation which will be used in support of the appeal;
 - 1.2.4.3 any other relevant information or documentation that may assist the Exemption Appeal Board to arrive at a conclusion.
- 1.2.5 Any appeal may be amplified by oral argument.
- 1.2.6 The criteria for the consideration of an appeal will be the criteria as set forth in clause 1.1.7 above.

1.3 The granting of exemption or withdrawal thereof

- 1.3.1 When exemption is granted by the Exemption Committee or, on appeal by the Exemption Appeal Board, such exemption shall expressly specify: -
 - 1.3.1.1 any conditions subject to which the exemption is granted;
 - 1.3.1.2 the period during which the exemption is to operate;
 - 1.3.1.3 the circumstances, if any, in which the exemption may be withdrawn.
- 1.3.2 The General Secretary shall furnish the Applicant, should exemption be granted in favour of such Applicant, with a letter of exemption recording the: -
 - 1.3.2.1 full name of the person/s in whose favour exemption is granted;
 - 1.3.2.2 provisions of this Agreement from which exemption are granted;
 - 1.3.2.3 conditions subject to which exemption is granted;
 - 1.3.2.4 period during which exemption is to operate;
 - 1.3.2.5 circumstances in which it may be withdrawn, if any.
- 1.3.3 Should circumstances dictate and permit, the Council may withdraw the exemption granted and the General Secretary of the Council shall notify the Applicant thereof, by furnishing it with at least 7 (seven) days' notice.
- 1.3.4 The Applicant may appeal the resolution by the Council to withdraw the exemption granted in accordance with the provisions of clause 1.2 above.

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Exemption Application – Clause 6.1 of Agency Shop Agreement

APPLICATION FOR EXEMPTION**1. DETAILS OF THE APPLICANT:**

Name & Surname / Registered name of Applicant: _____

Identity / Registration number _____

Designation of person completing this form: _____

Salon Name: _____ Salon Code _____

Physical Address: _____

Postal Address: _____ Code: _____

Tel. No. work: _____ Cell. _____

Fax No: _____ E-mail address _____

Employee's name/s:

<u>Surname</u>	<u>Initials</u>	<u>Id/Passport No</u>	<u>Date of Birth</u>	<u>e-mail</u>	<u>Cell Phone</u>	<u>Address</u>

2. NATURE OF EXEMPTION:

3. EXEMPTION PERIOD

4. MOTIVATION FOR EXEMPTION

Exemption Application – Clause 6.1 of Agency Shop Agreement

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PLEASE INDICATE WHETHER YOU WANT TO APPEAR IN PERSON BEFORE THE EXEMPTIONS COMMITTEE ☐ YES ☐ NO

Signature: _____

Date: _____

Full Name and Surname: _____

Exemption Application – Clause 6.1 of Agency Shop Agreement

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DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

NO. R. 4210

22 December 2023

**NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003
(ACT NO. 57 OF 2003)****PUBLICATION OF AMENDMENTS TO THE REGULATIONS FOR THE MANAGEMENT OF THE
ALIWAL SHOAL MARINE PROTECTED AREA FOR IMPLEMENTATION**

I, Barbara Dallas Creecy, Minister of Forestry, Fisheries and the Environment, hereby amend the Regulations for the Management of the Aliwal Shoal Marine Protected Area, published in Government Notice R. 781 in *Government Gazette* 42479 of 23 May 2019, and amended by Government Notice R. 1347 in *Government Gazette* 43999 of 15 December 2020, in terms of the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003), as set out in the schedule to this notice.



BARBARA DALLAS CREECY
MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT

SCHEDULE

GENERAL EXPLANATORY NOTE:

[] Words in bold type in square brackets indicate omissions from existing enactments.

_____ Words underlined with a solid line indicate insertions

Amendment of Annexure 1 in Government Notice R. 781 in *Government Gazette* 42479 of 23 May 2019

1. Annexure 1 in Government Notice R. 781 in *Government Gazette* 42479 of 23 May 2019, is hereby amended:

(a) by the substitution for paragraph 1 of the following paragraph:

“ (1) Umkomaas Inshore Controlled Zone (UICZ) comprises the northern inshore portion of the Aliwal Shoal Marine Protected Area located north of the Green Point Inshore Restricted Zone and is defined as the area stretching 200 m seawards from the high-water mark and along the high-water mark, between point A, which lies on the northern boundary of the Aliwal Shoal Marine Protected Area, near the south bank of the Lovu Estuary to point S, which lies at the **[southern]** northern end of the **[rocky point just north of]** portion of the railway bridge which crosses over the Mahlongwana Estuary **[and includes the Mgababa and Umkomaas beach areas]**. ”;

(b) by the substitution for paragraph 2 of the following paragraph:

“ (2) Green Point Inshore Restricted Zone (GPIRZ) comprises an inshore portion of the Aliwal Shoal Marine Protected Area between Greenpoint and the northern bank of the Mahlongwana Estuary (including Clansthal Beach and Hayes Rock) and is defined as the section 200 m seawards from the high water mark and along the high-water mark, between point S, which lies at the **[southern]** northern end of the **[rocky point just north]** portion of the railway bridge which

crosses over **[of]** the Mahlongwana Estuary and point**[s]** T, which lies at the white beacon on **[the]** Green Point Rocks.”; and

(c) by the substitution of paragraph 3 for the following paragraph:

“(3) Scottburgh Inshore Controlled Zone (SICZ) comprises the southern inshore portion of the Aliwal Shoal Marine Protected Area located between the two Inshore Restricted Zones, and stretching 200 m seawards from the high-water mark and along the high-water mark, between point T, which lies at the white beacon on **[the]** Green Point Rocks, and point U, which lies at the start of the rocky point at the southern end of the Rocky Bay Caravan Park.”.

Amendment of the coordinates for Points S and T in Table 1 of Annexure 1 in Government Notice R. 781 in *Government Gazette* 42479 of 23 May 2019

2. Points S and T in Table 1 of Annexure 1 in Government Notice R. 781 in *Government Gazette* 42479 of 23 May 2019 is hereby amended by the substitution of the coordinates for points S and T of the following coordinates:

“

Aliwal Shoal MPA	S	[30.797104] <u>30.79435162</u>	[-30.222544] <u>-30.22484837</u>
Aliwal Shoal MPA	T	[30.781543] <u>30.78190617</u>	[-30.250856] <u>-30.25055644</u>

”.

Commencement

3. This notice take effect on the date of its publication in the *Gazette*.

NATIONAL TREASURY

NO. R. 4211

22 December 2023

**DETERMINATION OF AMOUNTS FOR PURPOSES OF THE MILITARY PENSIONS
ACT, 1976 (ACT 84 OF 1976)**

1. The Minister of Finance has, in terms of the provisions of sections 1 and 5 of the Military Pensions Act, 1976 (Act 84 of 1976), read with section 3 (2) of the Act, determined that, with effect from 1 April 2023—
 - (a) for the purposes of formula I as defined in section 1 of the said Act, factor A of the said formula shall represent an amount—
 - (i) mentioned in the Schedule; or
 - (ii) the amount as determined by the Director-General to a minimum of **R 115 498.55** according to which one of the said amounts is the most advantageous to the member:
 - (b) for the purposes of formula II, as defined in section 1 of the said Act, factor C of the said formula shall represent the amount of **R 17 136.36** and
 - (c) the gratuity payable to the member who suffers from a pensionable disability which has in terms of the said Act been determined at 10 per cent or less shall be **R 11 425**;
 - (d) the gratuity payable to a member who suffers from a pensionable disability which has in terms of the said Act been determined at more than 10 per cent but less than 20 per cent shall be **R22 847**.
2. All members who are in possession of a three-year bachelor's degree or a matriculation certificate and who have, immediately prior to 1 April 1998, received an amount as contemplated in paragraph 1 (a) of Government Notice No. R.1280 of 3 October 1997 shall receive an amount as set out in the Schedule.
3. Government Notice **No. R11503 of 28 October 2022** is hereby withdrawn.

Mr Enoch Godongwana, (LP)
Minister van Finansies

SCHEDULE OF ANNUAL PENSIONS

Percentage disablement	Basic pension	Matriculation certificate	Three- year bachelor's degree
100	103 235.63	106 187.28	115 498.55
90	92 911.70	95 568.50	103 948.32
80	82 589.16	84 950.40	92 399.52
70	72 264.60	74 330.88	80 848.80
60	61 941.43	63 712.63	69 299.35
50	51 618.38	53 094.26	57 750.02
40	41 294.07	42 474.63	46 199.19
30	30 970.78	31 856.26	34 649.38
20	20 646.97	21 237.37	23 099.65

NASIONALE TESOURIE

NO. R. 4211

22 Desember 2023

**BETALING VAN BEDRAE VIR DOELEINDES VAN DIE WET OP MILITÊRE
PENSIOENE, 1976 (WET 84 VAN 1976)**

1. Die Minister van Finansies het kragtens die bepalings van artikels 1 en 5 van die Wet op Militêre Pensioene, 1976 (Wet 84 van 1976), saamgelees met artikel 3 (2) van die Wet, met ingang van 1 April 2023—
 - (a) vir die doeleindes van formule I, soos omskryf in artikel 1 van vermelde Wet, faktor A van bedoelde formule I, 'n bedrag voorstel—
 - (i) die toepaslike bedrag volgens die Bylae; of
 - (ii) die bedrag soos deur die Direkteur-generaal bepaal tot 'n minimum van **R 115 498.55** na gelang van watter een van sodanige bedrae vir die lid die voordeligste is;
 - (b) vir die doeleindes van formule II, soos omskryf in artikel 1 van vermelde Wet, faktor C van bedoelde formule die bedrag van **R 17 136.36** voorgestel; en
 - (c) die gratifikasie betaalbaar aan 'n lid wat ly aan 'n pensioengewende ongeskiktheid wat ingevolge vermelde Wet op 10 persent of minder vasgestel is, bedra **R 11 425**.
 - (d) die gratifikasie betaalbaar aan 'n lid wat ly aan 'n pensioengewende ongeskiktheid wat ingevolge vermelde Wet op meer as 10 persent en minder as 20 persent vasgestel is, bedra **R 22 847**.
2. Alle lede wat in besit van 'n driejarige baccalaureusgraad of 'n matrikulasie sertifikaat is en wat onmiddellik voor 1 April 1998 'n bedrag bedoel in paragraaf 1 (a) van Goewermentskennisgewing No. R.1280 van 3 Oktober 1997 ontvang het, moet 'n bedrag soos uiteengesit in die Bylae ontvang.
3. Goewermentskennisgewing **No. R 11503 of 28 Oktober 2023 word** hierby herroep.

Mr Enoch Godongwana, (LP)
Minister van Finansies

SCHEDULE OF ANNUAL PENSIONS

Percentage disablement	Basic pension	Matriculation certificate	Three- year bachelor's degree
100	103 235.63	106 187.28	115 498.55
90	92 911.70	95 568.50	103 948.32
80	82 589.16	84 950.40	92 399.52
70	72 264.60	74 330.88	80 848.80
60	61 941.43	63 712.63	69 299.35
50	51 618.38	53 094.26	57 750.02
40	41 294.07	42 474.63	46 199.19
30	30 970.78	31 856.26	34 649.38
20	20 646.97	21 237.37	23 099.65

SOUTH AFRICAN REVENUE SERVICE

NO. R. 4212

22 December 2023

CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1904)

In terms of section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.



ENOCH GODONGWANA
MINISTER OF FINANCE

SCHEDULE

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU / UK	EFTA	SADC	MERCOSUR
7314.39	1	-- Other	kg	15%	free	free	free	15%
								15%

SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 4212

22 Desember 2023

DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1904)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangeleen.


ENOCH GODONGWANA
MINISTER VAN FINANSIES

BYLAE

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU / VK	EFTA	SAOG	MERCOSUR
7314.39	1	-- Ander	kg	15%	vry	vry	vry	15%

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