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

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

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LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2016

NATIONAL AND PROVINCIAL

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

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

EXTRA-ORDINARY

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwnonline.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 days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00, to be published the following Friday	Tuesday, 15h00 - 3 days prior to publication
Petrol Price Gazette	As required	First Wednesday of the month	One week before publication	3 days prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00, to be published the following Friday	3 days prior to publication
Unclaimed Monies (justice, labour or lawyers)	January / As required 2 per year	Any	15 January / As required	3 days prior to publication
Parliament (acts, white paper, green paper)	As required	Any		3 days prior to publication
Manuals	As required	Any	None	None
State of Budget (National Treasury)	Monthly	Any	7 days prior to publication	3 days prior to publication
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
North West	Weekly	Tuesday	One week before publication	3 days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 days prior to publication
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
Mpumalanga Liquor License Gazette	2 per month	Second & Fourth Friday	One week before	3 days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES**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.gpwnonline.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.
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.

GOVERNMENT PRINTING WORKS - BUSINESS 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 BASIC EDUCATION

NO. 1230

10 NOVEMBER 2017

THE SOUTH AFRICAN SCHOOLS ACT, 1996 (ACT NO. 84 OF 1996)

CALL FOR WRITTEN SUBMISSIONS FROM STAKEHOLDER BODIES AND MEMBERS ON THE AMENDMENT TO THE REGULATIONS TO INCLUDE PRE-CONDITIONS FOR MULTIPLE EXAMINATION OPPORTUNITY

1. I, Angelina Matsie Motshekga, Minister of Basic Education, hereby, in terms of *section 61(c) and (d) of the South African Schools Act, 1996 (Act. No. 84 of 1996)* give my intention to amend the following Regulations:

- (a) *Regulations pertaining to the Conduct, Administration and Management of the National Senior Certificate examination, promulgated as Government Regulation Notice No. R872 in Government Gazette No. 31337 of 29 August 2008 (Schedule 2).*

2. In view of the above, I therefore invite stakeholder bodies and members of the public to comment on the amendment to the Regulations referred to in Paragraph 1(b) as set out in the attached **Schedules**.

AVAILABILITY OF THE DOCUMENTS

3. The draft documents are available on the Departmental website: www.education.gov.za, under **Resources, Legislation, and Call for Comments**.

SUBMISSIONS

4. It would greatly assist the Department of Basic Education if all submissions could be prepared under the heading of the specific Paragraph listed in the **Schedule**.

CLOSING DATE

5. The closing date for the receipt of comments is set as **21 days** after publication of this Notice.

ADDRESS FOR SUBMISSIONS

6. Please send your submissions on **Schedule 2** to:

Schedule 2:

Dr RR Poliah

Chief Director

For Attention: Ms Kelebogile Sechoaro

Private Bag X895, PRETORIA, 0001

Or

E-mail: Sechoaro.k@dbe.gov.za

7. The name, address, telephone number and fax number of the person or organisation responsible for submitting comments must be provided.


MRS AM MOTSHEKGA, MP
MINISTER OF BASIC EDUCATION
DATE: 22-10-2017

THE SOUTH AFRICAN SCHOOLS ACT, 1996 (ACT NO. 84 OF 1996)**CALL FOR WRITTEN SUBMISSIONS FROM STAKEHOLDER BODIES AND MEMBERS OF THE PUBLIC ON THE DRAFT AMENDMENT REGULATIONS PERTAINING TO THE CONDUCT, ADMINISTRATION AND MANAGEMENT OF THE NATIONAL SENIOR CERTIFICATE EXAMINATION****GENERAL EXPLANATORY NOTE**

_____ Words underlined with a solid line indicate insertions into the existing regulations.

SASA SCHEDULE 2**DEFINITIONS**

In these regulations, "regulations" mean the regulations published as *Regulations pertaining to the Conduct, Administration and Management of the National Senior Certificate examination*, published as *Government Regulation Notice No. R872* in *Government Regulation Gazette No. 31337* of 29 August 2008 as amended:

Government Notices No. 1327 and 1328 in *Government Gazette, Vol. 522, No. 31680* dated 12 December 2008;

Government Notices No. 1041 and 1042 in *Government Gazette, Vol.533, No.32678* dated 3 November 2009.

Regulation Notice No. 188 in *Government Gazette No. 35103* dated 2 March 2012.

Regulation Notice No. 444 in *Government Gazette No. 35429* dated 7 June 2012.

Regulation Notice No. 371 in *Government Gazette No. 37651* dated 16 May 2014;

Government Notice No. 1162 in *Government Gazette, Vol.605, No. 39435* dated 20 November 2015.

Government Notice No. 1495 in *Government Gazette, No. 40472* dated 2 December 2016.

1. Amendment of Regulation 7 of the Regulations

Regulation 7 is hereby amended by the insertion, after sub-regulation (1) of the following sub-regulation-

"(1B) The following criteria should be satisfied by a learner before the learner is allowed to exercise the Multiple Examination Option:

The Learner must:

- (a) be a progressed learner.
- (b) have completed all his/her SBA requirements in all seven subjects.
- (c) have attended school regularly (not absent for more than 20 days without a valid reason)
- (d) have written the Preparatory examination in all subjects.
- (e) have failed a minimum of three subjects.
- (f) The learner selecting the Multiple Examination Option must write a minimum of three subjects in his first year (excluding LO) and must have written all seven subjects by the second year.

2. Short Title and Commencement

These Regulations may be cited as the *Regulations Pertaining to the Conduct, Administration and Management of the National Senior Certificate examination*.

DEPARTMENT OF ENERGY

NO. 1231

10 NOVEMBER 2017

ELECTRICITY REGULATION ACT, 2006

LICENSING EXEMPTION AND REGISTRATION NOTICE

I, Mmamoloko Kubayi, the Minister of Energy, hereby, –

- (a) under section 36(4) of the Electricity Regulation Act, 2006 (Act No. 4 of 2006) (“the Act”), and after consultation with the National Energy Regulator (“Regulator”) and any person who may be affected, amend Schedule 2 to the Act by substituting it with the Schedule (“the Schedule”) set out in the Annexure hereto; and
- (b) under section 9(1) of the Act, and in consultation with the Regulator, determine that a person who operates a generation facility contemplated in items 2.1, 2.2, 2.3, 2.4, 2.5 or 2.6 of the Schedule, or a person who performs the activities of a reseller as contemplated in item 2.8 of the Schedule, must register with the Regulator.



MMAMOLOKO KUBAYI, MP
Minister of Energy

ANNEXURE**SCHEDULE 2****EXEMPTION FROM OBLIGATION TO APPLY FOR AND HOLD A LICENCE**

1. For purposes of item 1:
 - 1.1 **'electricity meter'** means a device that is used to measure the flow of electricity that flows out of or into the national grid and has been installed by or on behalf of a licensed distributor;
 - 1.2 **'existing generation facility'** means a generation facility which was in operation on or immediately prior to the date of commencement of this Schedule;
 - 1.3 **'national grid'** means the publicly-owned interconnected network of transmission and distribution power systems used for the supply of electricity to customers across the territory of the Republic, and includes any portion thereof;
 - 1.4 **'point of connection'** means the point at which a generator or customer connects to the national grid;
 - 1.5 **'property'** means:
 - 1.5.1 a farm, agricultural holding, erf or sectional title unit; and
 - 1.5.2 a building located on that farm, agricultural holding, erf or sectional title unit notwithstanding that the building extends beyond the boundary of that farm, agricultural holding, erf or sectional title unit;
 - 1.6 **'related customers'** means customers which are related and inter-related to each other within the meaning contemplated in section 2 of the Companies Act, 2008 (Act No.71 of 2008); and
 - 1.7 **'reseller'** means a person who purchases electricity from a distribution licensee in order to sell such electricity to a customer.

2. The following activities are exempt from the requirement to apply for and hold a licence under the Act, however these activities must be registered with the National Energy Regulator:
 - 2.1 The operation of a generation facility with an installed capacity of no more than 1MW which is connected to the national grid, in circumstances in which—
 - 2.1.1 the generation facility supplies electricity to a single customer and there is no wheeling of that electricity through the national grid;
 - 2.1.2 the generator or single customer has entered into a connection and user-of-system agreement with, or obtained approval from, the holder of the relevant distribution licence; and
 - 2.1.3 as at the date on which the connection and user-of-system agreement is entered into or the approval is obtained, the Minister has not published a notice in the Government Gazette stating that the amount of megawatts (MW) allocated in the integrated resource plan for embedded generation of this nature has been reached.
 - 2.2 The operation of a generation facility with an installed capacity of no more than 1MW which is connected to the national grid, in circumstances in which—
 - 2.2.1 the generation facility is operated solely to supply a single customer or related customers by wheeling electricity through the national grid;
 - 2.2.2 the generator has entered into a connection and use-of-system agreement with the holder of the distribution or transmission licence in respect of the power system over which the electricity is to be transported; and
 - 2.2.3 as at the date on which the connection and use-of-system agreement is entered into, the Minister has not published a notice in the Government Gazette stating that the amount of MW allocated in the integrated resource plan for embedded generation of this nature has been reached.
 - 2.3 The operation of a generation facility with an installed capacity of no more than 1MW which is not connected to the national grid or having an interconnection agreement, in circumstances in which —
 - 2.3.1 the generation facility is operated solely to supply electricity to the owner of the generation facility in question;

- 2.3.2 the generation facility is operated solely to supply electricity for consumption by a customer who is related to the generator or owner of the generation facility; or
 - 2.3.3 the electricity is supplied to a customer for consumption on the same property on which the generation facility is located.
- 2.4 The operation of a generation facility for demonstration purposes only, whether or not the facility is connected to a transmission or distribution power system, in circumstances in which—
- 2.4.1 the electricity produced by the generation facility is not sold; and
 - 2.4.2 if the facility is connected to the national grid, the generator has entered into a connection and use-of-system agreement with, or obtained approval from, the holder of the relevant transmission or distribution licence; and
 - 2.4.3 the facility will be in operation for not more than 36 months.
- 2.5 The operation of a generation facility where the electricity produced from a co-product, by-product, waste product or residual product of an underlying industrial process, in circumstances in which-
- 2.5.1 the generation facility is operated solely to supply electricity to the owner of the generation facility in question;
 - 2.5.2 the generation facility is operated solely to supply electricity for consumption by a customer who is related to the generator or owner of the generation facility within the meaning contemplated in section 2 of the Companies Act, 2008 (Act No. 71 of 2008); or
 - 2.5.3 the electricity is supplied to a customer for consumption on the same property on which the generation facility is located.
- 2.6 The operation of a generation facility for the sole purpose of providing standby or back-up electricity in the event of, and for a duration no longer than, an electricity supply interruption.
- 2.7 The continued operation of an existing generation facility which, immediately prior to the date of commencement of this Schedule, was exempt from the requirement to apply for and hold a licence under the Act.

- 2.8 The continued operation of an existing generation facility which prior to the date of commencement of this Schedule was in operation, and within 3 months of the commencement of this Schedule had declared non-compliance with the Schedule to the Regulator (NERSA) and signed an agreement to comply within a time frame as specified by the Regulator.
- 2.9 The operation of a distribution facility that is connected to a generation facility contemplated in items 2.1 to 2.6 and is used exclusively for the wheeling of electricity from that facility to—
- 2.9.1 the customer, if the electricity is not to be transported through the national grid; or
- 2.9.2 the point of connection, if the electricity is to be transported through the national grid.
- 2.10 The sale of electricity by a reseller in circumstances in which—
- 2.10.1 the tariff or price charged by the reseller to customers does not exceed the tariff or price that would have been charged to such customers for the electricity if it had been purchased from the holder of a distribution licence for the area in which the electricity is supplied to the customer; and/or an operator of a licensed distribution facility wherein the bulk point is connected or such customers would have been connected;
- 2.10.2 the reseller has entered into an agreement with the holder of a distribution licence over such area which regulates the relationship between the reseller and the holder of the distribution licence; and
- 2.10.3 the general conditions of the service delivery agreement must have been approved by the National Energy Regulator.

DEPARTEMENT VAN ENERGIE

NO. 1231

10 NOVEMBER 2017

REËLINGSWET OP ELEKTRISITEIT, 2006

LISENSIEVRYSTELLING EN KENNISGEWING VAN REGISTRASIE

Ek, Mmamoloko Kubayi, die Minister van Energie, maak bekend, –

- (a) onder afdeling 36(4) van die Reëlingswet op Elektrisiteit, 2006 (Wet 4 van 2006) (“die Wet”), en ná konsultasie met die Nasionale Energiereguleerder (“Reguleerder”) en enige persoon wat daardeur geraak kan word, die aanpassing van Skedule 2 van die Wet deur dit te vervang met die Skedule (“die Skedule”) soos uiteengesit in die Aanhangel hiertoe; en
- (b) onder afdeling 9(1) van die Wet, en in konsultasie met die Reguleerder, dat 'n persoon wat 'n opwekkingsfasiliteit bedryf soos oorweeg in items 2.1, 2.2, 2.3, 2.4, 2.5 of 2.6 van die Skedule, of 'n persoon wat die Aktiwiteite van 'n herverkoper uitvoer soos oorweeg in item 2.8 van die Skedule, by die Reguleerder moet registreer.

MMAMOLOKO KUBAYI, MP
Minister van Energie

AANHANGSEL**SKEDULE 2****VRYSTELLING VAN VERPLIGTING OM VIR 'N LISENSIE AANSOEK TE DOEN EN TE HOU**

1. Vir die doel van item 1:
 - 1.1 **'elektrisiteitmeter'** beteken 'n toestel wat gebruik word om die vloeï van elektrisiteit te meet wat by die nasionale netwerk uitvloeï of invloeï en wat geïnstalleer is deur of namens 'n gelisensieerde verspreider;
 - 1.2 **'bestaande opwekkingsfasiliteit'** beteken 'n opwekkingsfasiliteit wat in bedryf was op of onmiddellik voor die datum van die inwerkingtreding van hierdie Skedule;
 - 1.3 **'nasionale netwerk'** beteken die staat se intergekonnekteerde netwerk van stelsels vir die transmissie en verspreiding van krag wat gebruik word vir die voorsiening van elektrisiteit aan klante regoor die gebied van die Republiek, en sluit in enige deel daarvan;
 - 1.4 **'aansluitingspunt'** beteken die punt waar 'n opwekker of 'n klant aan die nasionale netwerk koppel;
 - 1.5 **'eiendom'** beteken:
 - 1.5.1 'n plaas, landbouhoewe, erf of deeltitel-eenheid; en
 - 1.5.2 'n gebou geleë op daardie plaas, landbouhoewe, erf of deeltitel-eenheid ongeag of die gebou verder strek as die grens van daardie plaas, landbouhoewe, erf of deeltitel-eenheid;
 - 1.6 **'verwante klante'** beteken klante wat verwant of interverwant is aan mekaar binne die betekenis soos oorweeg in afdeling 2 van die Maatskappywet, 2008 (Wet 71 van 2008); en
 - 1.7 **'herverkoper'** beteken 'n persoon wat elektrisiteit koop by 'n gelisensieerde verspreider met die doel om sodanige elektrisiteit aan 'n klant te verkoop.

2. Die volgende aktiwiteite is vrygestel van die vereiste om aansoek te doen vir 'n lisensie onder die Wet, maar hierdie aktiwiteite moet wel by die Nasionale Energiereguleerder geregistreer wees:
 - 2.1 Die bedryf van 'n opwekkingsfasiliteit met 'n geïnstalleerde kapasiteit van nie meer as 1MW wat gekoppel is aan die nasionale netwerk, in omstandighede waar—
 - 2.1.1 die opwekkingsfasiliteit elektrisiteit voorsien aan 'n enkele klant en waar daar geen oordra van elektrisiteit deur die nasionale netwerk is nie;
 - 2.1.2 die opwekker of enkele klant 'n aansluiting- of gebruiker-van-stelsel-ooreenkoms aangegaan het met, of goedkeuring verkry het van, die houer van die relevante verspreidingslisensie; en
 - 2.1.3 die Minister op die datum waarop die aansluiting- en gebruiker-van-stelsel-ooreenkoms aangegaan is, of die goedkeuring verkry is, nie 'n kennisgewing in die Staatskoerant gepubliseer het nie wat sê dat die hoeveelheid megawatts (MW) wat geallokeer is in die geïntegreerde hulpbronplan vir ingebede opwekking van hierdie aard bereik is.
 - 2.2 Die bedryf van 'n opwekkingsfasiliteit met 'n geïnstalleerde kapasiteit van nie meer as 1MW wat aan die nasionale netwerk gekoppel is, in omstandighede waar—
 - 2.2.1 die opwekkingsfasiliteit alleenlik bedryf word om 'n enkele klant of verwante klante te voorsien deur die oordra van elektrisiteit deur die nasionale netwerk;
 - 2.2.2 die opwekker 'n aansluiting- of gebruik-van-stelsel-ooreenkoms aangegaan het met, of goedkeuring verkry het van, die houer van die verspreidings- of transmissielisensie ingevolge die kragstelsel waardeur die elektrisiteit vervoer sal word; en
 - 2.2.3 die Minister op die datum waarop die aansluiting- en gebruik-van-stelsel-ooreenkoms aangegaan is nie 'n kennisgewing in die Staatskoerant gepubliseer het nie wat sê dat die hoeveelheid megawatts (MW) wat geallokeer is in die geïntegreerde hulpbronplan vir ingebede opwekking van hierdie aard bereik is.
 - 2.3 Die bedryf van 'n opwekkingsfasiliteit met 'n geïnstalleerde kapasiteit van nie meer as 1MW wat nie gekoppel is aan die nasionale netwerk nie of wat 'n interkonneksie-ooreenkoms het, in omstandighede waar—

- 2.3.1 die opwekkingsfasiliteit bedryf word alleenlik om elektrisiteit te verskaf aan die eienaar van die betrokke opwekkingsfasiliteit;
- 2.3.2 die opwekkingsfasiliteit bedryf word alleenlik om elektrisiteit te voorsien vir verbruik deur 'n klant wat verwant is aan die opwekker of eienaar van die opwekkingsfasiliteit; of
- 2.3.3 die elektrisiteit voorsien word aan 'n klant vir verbruik op dieselfde eiendom waarop die opwekkingsfasiliteit geleë is.
- 2.4 Die bedryf van 'n opwekkingsfasiliteit slegs vir demonstrasiedoeleindes, ongeag of die fasiliteit gekoppel is aan 'n transmissie- of verspreidingskragstelsel, in omstandighede waar—
- 2.4.1 die elektrisiteit wat deur die opwekkingsfasiliteit opgewek word, nie verkoop word nie; en
- 2.4.2 indien die fasiliteit gekoppel is aan die nasionale netwerk, die opwekker 'n aansluiting- en gebruik-van-stelsel-ooreenkoms aangegaan het met, of goedkeuring verkry het van, die houer van die relevante transmissie- of verspreidingslisensie; en
- 2.4.3 die fasiliteit nie vir langer as 36 maande in werking sal wees nie.
- 2.5 Die bedryf van 'n opwekkingsfasiliteit waar die elektrisiteit opgewek word uit 'n medeproduk, neweproduk, afvalproduk of 'n oorskotproduk van 'n onderliggende industriële proses, in omstandighede waar—
- 2.5.1 Die opwekkingsfasiliteit bedryf word alleenlik om elektrisiteit op te wek vir die eienaar van die betrokke opwekkingsfasiliteit;
- 2.5.2 die opwekkingsfasiliteit bedryf word alleenlik om elektrisiteit te voorsien vir verbruik deur 'n klant wat verwant is aan die opwekker of eienaar van die opwekkingsfasiliteit ooreenkomstig die betekenis soos oorweeg in afdeling 2 van die Maatskappywet, 2008 (Wet 71 van 2008); of
- 2.5.3 die elektrisiteit voorsien word aan 'n klant vir verbruik op dieselfde eiendom waarop die opwekkingsfasiliteit geleë is.
- 2.6 Die bedryf van 'n opwekkingsfasiliteit alleenlik vir die doel om bystand- of nood-elektrisiteit te voorsien wanneer daar 'n onderbreking in elektrisiteitvoorsiening is en slegs vir die duur van daardie onderbreking.

- 2.7 Die volgehoue bedryf van 'n bestaande opwekkingsfasiliteit wat, onmiddellik voor die datum van die inwerkingtreding van hierdie Skedule, vrygestel was van die vereiste om aansoek te doen vir, en 'n lisensie te hou onder die Wet.
- 2.8 Die volgehoue bedryf van 'n bestaande opwekkingsfasiliteit wat voor die datum van die inwerkingtreding van hierdie Skedule in bedryf was, en binne 3 maande van die inwerkingtreding van hierdie Skedule nie-nakoming verklaar het met die Skedule aan die Reguleerder (NERSA), en 'n ooreenkoms geteken het om te voldoen binne die tydram soos gespesifiseer deur die Reguleerder.
- 2.9 Die bedryf van 'n verspreidingsfasiliteit wat gekoppel is aan 'n opwekkingsfasiliteit soos oorweeg in items 2.1 tot 2.6 en uitsluitlik gebruik word vir die oordra van elektrisiteit van daardie fasiliteit na—
- 2.9.1 die klant, as die elektrisiteit nie deur die nasionale netwerk vervoer word nie; of
- 2.9.2 die aansluitingspunt, as die elektrisiteit deur die nasionale netwerk vervoer gaan word.
- 2.10 Die verkoop van elektrisiteit deur 'n herverkoper in omstandighede waar—
- 2.10.1 die tarief of prys wat deur die herverkoper aan klante gevra word nie hoër is as die tarief of prys wat gehef sou word aan daardie klante vir die elektrisiteit as dit by die houer van 'n verspreidingslisensie in die gebied gekoop sou word waar elektrisiteit aan die klant voorsien word nie; en/of 'n operateur van 'n gelisensieerde verspreidingsfasiliteit waar die massapunt gekoppel is of waar sodanige klante gekoppel sou wees;
- 2.10.2 die herverkoper het 'n ooreenkoms aangegaan met die houer van 'n verspreidingslisensie oor sodanige area wat die verwantskap tussen die herverkoper en die houer van die verspreidingslisensie reguleer; en
- 2.10.3 die algemene toestand van die diensleweringsooreenkoms deur die Nasionale Energiereguleerder goedgekeur moes gewees het.

UMTHETHO WOKULAWULWA KUKAGESI, KA-2006**ISAZISO SOKUNGADINGEKI KWELAYISENSI NOKUBHALISA**

Mina, Mmamoloko Kubayi, uNgqongqoshe Wezamandla, –

- (a) ngaphansi kwengxenywe 36(4) yoMthetho Wokulawulwa Kukagesi, ka-2006 (UMthetho No. 4 ka-2006) (“uMthetho”), nangemva kokuxhumana noMphathiswa Kagesi Kuzwelonke (“uMlawuli”) nanoma ubani ongase athinteki, ngichibiyela iSimiso 2 soMthetho ngokuthi esikhundleni saso ngifake iSimiso (“iSimiso”) esisesiThasiselweni; nokuba
- (b) ngaphansi kwengxenywe 9(1) yoMthetho, nangokuxhumana noMlawuli, kunqunywe ukuthi umuntu osebenzisa umshini wokuphehla ugesi obekwe kusigatshana 2.1, 2.2, 2.3, 2.4, 2.5 noma 2.6 zeSimiso, noma umuntu owenza imisebenzi yothenga athengise esigatshaneni 2.8 seSimiso, kumelwe abhalise kuMlawuli(Regulator).

UMMAMOLOKO KUBAYI, UNGQONGQOSHE

UNgqongqoshe Wezamandla

ISITHASISELO**ISIMISO 2****UKUKHULULWA ESIBOPHWENI SOKUFAKA ISICELO NOMA SOKUBA NELAYISENSI**

1. Eyezinjongo zesigatshana 1:
 - 1.1 **'imitha likagesi'** lisho umshini osetshenziselwa ukukala ukuhamba kukagesi ongena noma ophuma enxanxatheleni kagesi kazwelonke futhi efakwe umhlinzeki osemthethweni noma ifakelwe yena;
 - 1.2 **'indawo yokuphehla ugesi ekhona'** isho indawo yokuphehla ugesi eyayisebenza noma ngaphambi nje kosuku lokuqala kokusebenza kweSimiso;
 - 1.3 **'inxanxathela kwazwelonke'** isho inxanxathela yomphakathi yokuxhunywa kwemizila yokudlulisela nokwenza izimiso zikagesi ukuze kunikezwe amakhasimende kuyo yonke indawo yeZwe, kuhlangukanye nanoma iyiphi ingxenywe yezinto ezixhunyiwe kwesezibaliwe;
 - 1.4 **'uphawu lokuxhumana'** lisho indawo lapho umkhiqizi nekhasimende bexhumana khona enxanxatheleni kazwelonke;
 - 1.5 **'indawo'** isho:
 - 1.5.1 ipulazi, indawo yokutshala noma indawo ethile
 - 1.5.2 isakhiwo esisepulazini, indawo yokulima noma indawo isakhiwo esiphumela kuyo engaphandle kwalelo pulazi, indawo yokulima noma enye indawo;
 - 1.6 **'amakhasimende athintekayo'** asho amakhasimende athintekayo noma athintana wodwa encazelweni esengxenyeni 2 yoMthetho Wezinkampani, ka-2008 (uMthetho 71 ka-2008); kanye nalowo
 - 1.7 **'othenga athengise'** kusho umuntu othenga ugesi kumhlinzeki onikezwe invume ukuze athengisele ikhasimende ugesi.

2. Imisebenzi elandelayo ikhishiwe ezimfunekweni zokufaka isicelo sokuba nemvume ngaphansi koMthetho, nokho le misebenzi kumelwe ibhaliswe ngaphansi koMlawuli Wezamandla Kazwelonke:
 - 2.1 Ukusebenza kwendawo yokuphehla ugesi enomthamo ongengaphezu kuka-1MW oxhunywe enxanxatheleni kazwelonke, ezimweni lapho—
 - 2.1.1 indawo yokuphehla ugesi iphakela ikhasimende elilodwa futhi lowo gesi ungaswazi enxanxatheleni kazwelonke;
 - 2.1.2 indawo ephehlayo noma ikhasimende elilodwa lingene emzileni noma esivumelwaneni sokusebenzisa uhlelo noma linikwe imvume umphathi noma abanikeza abahlinzeki izimvume; futhi
 - 2.1.3 Ngosuku isivumelwano somzila noma sokusebenzisa uhlelo esifakwe ngalo noma kutholakale imvume, uNgqongqoshe engazange afake isaziso ePhephabhukwini Likahulumeni esho umthamo wama-megawatts (MW) abelwe indawo yokukhiqiza ehlanganisiwe engale ndlela seyifinyelelwe
- 2.2 Ukusebenza kwendawo yokuphehla ugesi enomthamo ofakiwe ongawedluli u-1MW oxhunywe enxanxatheleni kazwelonke, ezimweni lapho—
 - 2.2.1 indawo yokuphehla ugesi ixhunyelwe kuphela ukuhlinzeka ikhasimende elilodwa noma amanye amakhasimende adonsa ugesi enxanxatheleni kazwelonke;
 - 2.2.2 indawo kagesi ingene nomphathi esivumelwaneni somzila noma sokusebenzisa ugesi noma ngokuthola imvume yokuhlinzeka noma yokudlulisela ugesi lapho kudingeka ugesi uthuthwe; futhi
 - 2.2.3 ngosuku isivumelwano somzila noma sokusebenzisa uhlelo esifakwe ngalo, uNgqongqoshe engafakanga isaziso ePhephabhukwini Likahulumeni ukuthi umthamo wama-MW wabelwe indawo yokukhiqiza ehlanganisiwe engale ndlela seyifinyelelwe.
- 2.3 Ukusebenza kwendawo yokuphehla ugesi enomthamo ofakiwe ongadluli ku-1MW ongaxhunyiwe enxanxatheleni kazwelonke noma unesivumelwano sokuxhumana, ezimweni lapho —
 - 2.3.1 indawo ephehla ugesi isetshenziselwa kuphela ukuhlinzeka umnikazi waleyo ndawo ngogesi;

- 2.3.2 indawo ephehla ugesi isetshenziselwa kuphela ukuhlinzeka ugesi osetshenziswa yikhasimende elihlobana nomphehli noma umnikazi wendawo kagesi; noma
- 2.3.3 ugesi unikezwa ikhasimende ukuze liwusebenzise endaweni efanayo nendawo lapho kukhona khona indawo yokuphehla ugesi.
- 2.4 Ukusetshenziswa kwendawo yokuphehla ugesi ngenjongo yokubonisa kuphela kungakhathaliseki ukuthi indawo ixhunyiwe kugesi osabalaliswayo noma odluliselwayo, ezimweni lapho –
- 2.4.1 ugesi okhiqizwa yindawo yokuphehla ugesi ungathengiswa; futhi
- 2.4.2 uma indawo yokuphehla ugesi ixhunyiwe enxanxatheleni kazwelonke, umphehli engene esivumelwaneni somzila sokusebenzisa isimiso, ethole imvume kumphathi, enemvume esebenzayo yokudlulisela noma yokusabalalisa ugesi; futhi
- 2.4.3 Le ndawo izosebenza isikhathi esingengaphezu kwezinyanga ezingu-36.
- 2.5 Ukusetshenziswa kwendawo yokuphehla ugesi lapho ugesi ukhiqizwa ngezinto ezihambelanayo, ezibe umphumela wokukhiqizwa kokuqala, eziphuma ezibini noma izinsalela zemikhiqizo yezimboni, ezimweni lapho-
- 2.5.1 indawo yokuphehla ugesi isetshenziselwa kuphela ukuhlinzeka umnikazi waleyo ndawo yokuphehla ugesi;
- 2.5.2 indawo yokuphehla ugesi isetshenziselwa kuphela ukuba ihlinzeke amakhasimende ahlobene nomphehli noma umnikazi wendawo yokuphehla ugesi ngokuvumelana nengxenye 2 yoMthetho Wezinkampani, ka-2008 (uMthetho 71 ka-2008); noma
- 2.5.3 ugesi unikezwa ikhasimende ukuze liwusebenzise endaweni efanayo nalapho indawo yokuphehla ugesi ikhona.
- 2.6 Ukusetshenziswa kwendawo yokuphehla ugesi kuphela ngenjongo yokunikeza ugesi oyokuma ngomumo ukuze ungenele lapho kunesenzakalo esiyothatha isikhathi esingaphezu kwaleso ugesi oyophazamiseka ngaso.
- 2.7 Ukuqhutshekwa kusetshenziswa indawo yokuphehla ugesi ekhona, ngokushesha ngaphambi kosuku lokuqala kweSimiso, ekhishiwe emfunekweni yokubhalisela nokuba nemvume ngaphansi koMthetho.

- 2.8 Ukuqhutshekwa nokusebenzisa indawo yokuphehla ugesi ekhona okuthe ngaphambi kosuku lokuqala kwalesi Simiso ibisebenza, futhi phakathi nezinyanga ezintathu zokuqala kokusebenza kwalesi Simiso kwathiwa ayivumelani neSimiso Somlawuli (NERSA) futhi kwasayinwa isivumelwano ukuze ivunyelaniswe phakathi nesikhathi esibekwe uMlawuli.
- 2.9 Ukusetshenziswa kwendawo yokuhlinzeka exhunywe endaweni yokuphehla ugesi okuxoxwe ngakho ezicini 2.1 kuya ku-2.6 futhi isetshenziselwe kuphela ukudonsa ugesi kuleyo ndawo uye—
- 2.9.1 ekhasimendeni, uma ugesi ungeke uhanjiswa udlule enxanxatheleni kazwelonke; noma
- 2.9.2 ophawini lokuxhumana, uma ugesi ungeke uhanjiswa udlule enxanxatheleni kazwelonke.
- 2.10 Ukuthengiswa kukagesi ngothenga athengise ezimweni lapho —
- 2.10.1 inani elibizwa othenga athengise emakhasimendeni lingalidluli inani ebelingabizwa amakhasimende anjalo ukube ebethenge ugesi kumnikazi onemvume yokuwuhlinzeka kuleyo ndawo lapho ugesi unikezwa ikhasimende kanye noma nomlawuli onemvume yendawo kagesi lapho kuxhunywe khona ugesi onomthamo omkhulu noma uma amakhasimende anjalo abexhunyiwe nawo;
- 2.10.2 othenga athengise engene esivumelwaneni nomnikazi onemvume yokuhlinzeka ugesi endaweni lapho elawula ubudlelwano phakathi kothenga athengise nomnikazi wemvume yokuhlinzeka ngogesi; futhi
- 2.10.3 izimo zokuhlinzeka ngalezi zinkonzo kumelwe zibe zivunyelwe uMlawuli Kagesi Kazwelonke.

DEPARTMENT OF HOME AFFAIRS

NO. 1232

10 NOVEMBER 2017

G.P.-S. 03/14

DHA 1590



home affairs
 Department:
 Home Affairs
 REPUBLIC OF SOUTH AFRICA

APPLICATION FOR ASYLUM
 (Section 21 of the Refugees Act, 1998)

DATE STAMP
 (AT POE)

FOR OFFICIAL USE (AT RRO)

Return Date of the Form:

UNHCR Reference Number:

Section 23 Permit No.:



000022602

This form should be completed in full and submitted at any Refugee Reception Office or any other place designated by the Director-General in terms of the Act. The form is to be completed in black ink with BLOCK LETTERS.

A1. PERSONAL DETAILS OF APPLICANT (ASYLUM SEEKER)



Surname (family name):

Forenames in full (first name):

(middle name):

Date of Birth:

Gender: Male Female *(Please tick in the appropriate box)*

Are you disabled? Yes No If yes, explain the form of disability: _____

Country of birth:

Province of Country of Birth:

City of Birth:

Current nationality:

Previous Nationality(ies) *(if applicable)*:

Ethnic Group:

Home Language:

Other Languages: (a) (b)

Level of fluency in English:

Speak: Good Fair Poor *(Please tick in the appropriate box)*

Read: Good Fair Poor

Write: Good Fair Poor

Religion:

Marital Status: Single Married Divorced Widow/Widower *(Please tick in the appropriate box)*
 Other, please specify: _____

Type of Marriage: Civil Marriage Religious Marriage Customary/Indigenous Law Marriage *(Attach Proof of Marriage)*

Number of Wives: Number of Children:

Residential Address/es during the last five years:

Town / City:

Country:

Current Residential Address in RSA:

Province in RSA:

Telephone No in RSA: Code

Cell No in RSA:

E-mail Address:

Alternative Contact No in RSA:

Surname of Contact Person:

Name of Contact Person:

Residential Address of Contact Person:

Relationship to Applicant:

E-mail Address:

(Applicant is advised by RRO to inform the Department of any change of Address within ten (10) days of such change of address)

.....
Signature of Applicant

A2. DETAILS OF IDENTITY AND TRAVEL DOCUMENTS

A2.1 IDENTITY DOCUMENT

Are you in possession of one or more identity document from your country of origin? Yes (Attach proof) No (Please tick in the appropriate box)

If yes, please present your identity document to the Administration Officer for verification of your personal particulars

Details of identity document

Identity Document number: Place of issue:

Date of issue:

Issuing Authority:

Date of expiry:

A2.2 TRAVEL DOCUMENT

Are you in possession of a passport / travel document? Yes (Attach proof) No (Please tick in the appropriate box)

If yes, please present your passport / travel document to the Administration Officer for verification of your personal particulars

Details of passport / travel document

Travel Document number: Place of issue:

Date of issue:

Issuing Authority:

Date of expiry:

If you are not in possession of a passport or travel document, please give reasons: _____

APPLICATION FOR ASYLUM

Which Port of Entry did you enter RSA through:

When did you enter the Republic?: Y Y Y Y M M D D

Mode of travel: Air Land Sea

When did you leave your country of origin?: Y Y Y Y M M D D

(Please attach Section 23 permit issued to you at the Port of Entry)

List the countries transited en route to the Republic of South Africa and the duration of your stay:

Country	Port of Entry Used	Mode of transport	Travel Documents Used	Duration in Transit Country	Immigration Status in the transit country	Address in transit country
1						
2						
3						
4						
5						

State reason for entry and exit in each country

Country 1: Entry
Country 1: Exit
Country 2: Entry
Country 2: Exit
Country 3: Entry
Country 3: Exit
Country 4: Entry
Country 4: Exit
Country 5: Entry
Country 5: Exit

Did you apply for asylum in any of the above listed countries? Yes No *(Please tick in the appropriate box)*

If no, give reasons? _____

If yes, please provide details:

Was your application for asylum granted? Yes No *(Please tick in the appropriate box)*

When did you apply? Y Y Y Y M M D D

Type of permit issued:

Permit Number

Status validity: Y Y Y Y M M D D to Y Y Y Y M M D D

Please provide reasons for your departure from the country where you applied for asylum: _____

Did you notify the Refugee Commissioner of your intended departure? Yes No.

If no, state reason: _____

Are you recognised as a refugee by the UNHCR? Yes No *(Please tick in the appropriate box)*

If yes, specify date: Y Y Y Y M M D D and UNHCR Field office in RSA: _____

Are you registered with an Embassy, a Consulate or any other authority of your home country?

If yes, please give details: _____

APPLICANT FOR ASYLUM

B1. PARTICULARS OF FAMILY (SPOUSE AND DEPENDANTS) IN RSA

B.1.1. PARTICULARS OF SPOUSE

Surname (Family)

First name

Middle name

Date of birth Y Y Y Y M M D D

Identity No.

Travel Doc No.

Gender Male Female *(Please tick in the appropriate box)*

Relationship with applicant

Status in RSA Asylum Seeker Refugee Permit Immigration Permit

Date of marriage Y Y Y Y M M D D *(Please provide marriage certificate)*

Type of marriage Civil Marriage Religious Marriage Customary/Indigenous

Occupation

Residential address

Code

Tel/Cell Number

B.1.2. PARTICULARS OF DEPENDANT OR RELATIVE IN RSA

Surname (Family)

First name

Middle name

Date of birth Y Y Y Y M M D D

Identity No.

Travel Doc No.

Gender Male Female *(Please tick in the appropriate box)*

Relationship with applicant

Status in RSA Asylum Seeker Refugee Permit Immigration Permit

Date of marriage Y Y Y Y M M D D

Type of marriage Civil Marriage Religious Marriage Customary/Indigenous

Occupation

Residential address

Code

Tel/Cell Number

B.1.3. PARTICULARS OF DEPENDANT OR RELATIVE IN RSA

Surname (Family)

First name

Middle name

Date of birth Y Y Y Y M M D D

Identity No.

Travel Doc No.

Gender Male Female *(Please tick in the appropriate box)*

Relationship with applicant

Occupation

Residential address

Code

Tel/Cell Number

B.1.4. PARTICULARS OF DEPENDANT OR RELATIVE IN RSA

Surname (Family)

First name

Middle name

Date of birth Y Y Y Y M M D D

Identity No.

Travel Doc No.

Gender Male Female *(Please tick in the appropriate box)*

Relationship with applicant

Occupation

Residential address

Code

Tel/Cell Number

B.1.5. PARTICULARS OF DEPENDANT OR RELATIVE IN RSA

Surname (Family)

First name

Middle name

Date of birth Y Y Y Y M M D D

Identity No.

Travel Doc No.

Gender Male Female *(Please tick in the appropriate box)*

Relationship with applicant

Occupation

Residential address

Code

Tel/Cell Number

B.1.6. PARTICULARS OF DEPENDANT OR RELATIVE IN RSA

Surname (Family)

First name

Middle name

Date of birth Y Y Y Y M M D D

Identity No.

Travel Doc No.

Gender Male Female *(Please tick in the appropriate box)*

Relationship with applicant

Occupation

Residential address

Code

Tel/Cell Number

B2. PARTICULARS OF FAMILY (SPOUSE AND DEPENDANTS) OUTSIDE RSA

B.2.1. PARTICULARS OF DEPENDANT OR SPOUSE OUTSIDE RSA

Surname (Family)

First name

Middle name

Date of birth Y Y Y Y M M D D

Passport No.

Gender Male Female *(Please tick in the appropriate box)*

Relationship with applicant

Occupation

Residential address

Code

Tel/Cell Number

B.2.2. PARTICULARS OF DEPENDANT OUTSIDE RSA

Surname (Family)

First name

Middle name

Date of birth Y Y Y Y M M D D

Passport No.

Gender Male Female *(Please tick in the appropriate box)*

Relationship with applicant

Occupation

Residential address

Code

Tel/Cell Number

B.2.3. PARTICULARS OF DEPENDANT OUTSIDE RSA

Surname (Family)

First name

Middle name

Date of birth Y Y Y Y M M D D

Passport No.

Gender Male Female *(Please tick in the appropriate box)*

Relationship with applicant

Occupation

Residential address

Code

Tel/Cell Number

B.2.4. PARTICULARS OF DEPENDANT OUTSIDE RSA

Surname (Family)

First name

Middle name

Date of birth Y Y Y Y M M D D

Passport No.

Gender Male Female *(Please tick in the appropriate box)*

Relationship with applicant

Occupation

Residential address

Code

Tel/Cell Number

B.2.5. PARTICULARS OF DEPENDANT OUTSIDE RSA

Surname (Family)

First name

Middle name

Date of birth Y Y Y Y M M D D

Passport No.

Gender Male Female *(Please tick in the appropriate box)*

Relationship with applicant

Occupation

Residential address

Code

Tel/Cell Number

B.2.6. PARTICULARS OF DEPENDANT OUTSIDE RSA

Surname (Family)

First name

Middle name

Date of birth Y Y Y Y M M D D

Passport No.

Gender Male Female *(Please tick in the appropriate box)*

Relationship with applicant

Occupation

Residential address

Code

Tel/Cell Number

E. DECLARATION BY APPLICANT

I, declare that the information provided in this form is to the best of my knowledge true, correct and binding and I was informed that:
 (a) all the information provided in this form is confidential;
 (b) all facts stated in this form will be used to reach a decision;
 (c) identity must be confirmed in other ways if proof of identification is not provided; and
 (d) false or incorrect information provided may lead to this application being unsuccessful.

	Applicant's thumb print if unable to sign
--	--

.....
 Signature of Applicant / Deponent

Signed and sworn to me at on this day of 20, the deponent having acknowledged that he or she knows that and understands the contents of this Affidavit, that the contents are true and correct, that he or she has no objection to take the prescribed oath / affirmation and the prescribed oath / affirmation is binding on his or her conscience.

F. DETAILS OF INTERPRETER

Surname:

Forenames:

Qualifications: Diploma Degree Other, specify: _____

Specify Qualification:

Telephone No:

 Cellphone No:

Institute:

Address of Institute:

E-mail Address:

G. FOR OFFICIAL USE ONLY

G.1. APPLICATION RECEIVED BY:

Surname:

Forenames in full:

Persal No:

Rank: _____

Refugee Reception Office: _____

Supporting Documents, please tick:

- Identity Document
- Marriage Certificate
- Child's unabridged birth certificate
- Section 23 Permit
- Passport / Travel Document
- Educational Qualifications
- Other, specify _____

..... declare that I have received and checked the document that it is fully completed.

Signature of Officer _____ Date:

G.2 PRELIMINARY COMMENTS BY OFFICER

Signature of Officer _____ Date:

G3.DECISION BY RSDO

The decision on application for asylum is as follows:

Asylum Granted

Rejected as Manifestly unfounded Abusive

Unfounded Fraudulent

Reasons for decision: _____

Signature of RSDO _____ Date:



Commissioner of Oaths

Full names

Business Address

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATIONS

NO. 1233

10 NOVEMBER 2017

**MINISTER'S MINUTE NO: 1/2017**

In accordance with the powers vested in me by section 5(3) of the Diplomatic Immunities and Privileges Act, 2001 (Act No. 37 of 2001), I hereby recognise the Regional Resource Centre of the African Development Bank and the African Development Fund for the purposes of granting immunities and privileges.

In accordance with section 7(1) of the said Act, the immunities and privileges to be accorded to the Regional Resource Centre of the African Development Bank and the African Development Fund is provided for in the Protocol Amending the Agreement between the Government of the Republic of South Africa and the African Development Bank and the African Development Fund regarding the Establishment of the Regional Office of the African Development Bank and the African Development Fund on the Territory of the Republic of South Africa, signed at Cape Town on 11 June 2009.

A handwritten signature in black ink, appearing to read 'Maite Nkoana-Mashabane', written over a horizontal line.

MAITE NKOANA-MASHABANE
MINISTER OF INTERNATIONAL RELATIONS
AND COOPERATION
DATE: 2/11/2017

NOTICE

It is hereby published for general information that the Minister of International Relations and Cooperation has, in terms of section 5(3) of the Diplomatic Immunities and Privileges Act, 2001 (Act No. 37 of 2001), recognised the Regional Resource Centre of the African Development Bank and the African Development Fund for the purposes of granting immunities and privileges as provided for in the Protocol Amending the Agreement between the Government of the Republic of South Africa and the African Development Bank and the African Development Fund regarding the Establishment of the Regional Office of the African Development Bank and the African Development Fund on the Territory of the Republic of South Africa, signed at Cape Town on 11 June 2009 as set out in the Schedule hereto.



PROTOCOL AMENDING THE AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF
SOUTH AFRICA**

AND

**THE AFRICAN DEVELOPMENT BANK AND
THE AFRICAN DEVELOPMENT FUND**

**REGARDING THE ESTABLISHMENT OF
THE REGIONAL OFFICE OF**

**THE AFRICAN DEVELOPMENT BANK AND
THE AFRICAN DEVELOPMENT FUND**

**ON THE TERRITORY OF THE REPUBLIC OF
SOUTH AFRICA,**

SIGNED AT CAPE TOWN ON 11 JUNE 2009

PREAMBLE

The Government of the Republic of South Africa (hereinafter referred to as the “Government”), on the one part, and the African Development Bank and the African Development Fund (hereinafter referred to as the “Bank” and the “Fund”, respectively), on the other part;

DESIRING TO AMEND the *Agreement between the African Development Bank and the African Development Fund and the Government of the Republic of South Africa Regarding the Establishment of the Regional Office of the African Development Bank and the African Development Fund on the Territory of the Republic of South Africa*, signed at Cape Town, on 11 June 2009 (hereinafter referred to as the “Agreement”) in accordance with Article 16(2) thereof;

HEREBY AGREE as follows:

ARTICLE 1

The Agreement is hereby amended by the substitution of the term “Regional Office” with “Regional Resource Centre” or “the South Regional Directorate General Hub for Dialogue, Business Development, Donor Coordination, Co-financing and Resource Mobilization as well as the Bank Group Business Continuity Centre” throughout the text.

ARTICLE 2

The Agreement is hereby amended by the substitution of the terms “Resident Representative” and “Representative of the Bank” with “Director General”, or “Regional Director”, or Deputy Director General as well as “Regional Operations Managers” or “Country Managers” and “Resident Representatives” or any other Official of equivalent rank throughout the text.

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ARTICLE 3

Article 1 (i) of the Agreement is hereby deleted and substituted by the following:
“Members of the Family” means the dependants of the Officials of the South Regional Directorate for Dialogue, Business Development, Donor Coordination, Co-financing and Resource Mobilization as well as the Bank Group Business Continuity Centre, and includes their spouses, minor children and other members of their family forming part of their household who are dependent on such Officials for financial support (including minor children not habitually residing with them) and are officially recognized as such by the Bank”.

And Article 1 (o) of the Agreement is hereby deleted and substituted by the following:

“The South Regional Directorate General Hub for Dialogue, Business Development, Donor Coordination, Co-financing and Resource Mobilization, including the Bank Group Business Continuity Centre” means the Office of the Bank in the Southern African Region located in Pretoria, South Africa and includes the principal office in Pretoria and any additional offices that may be established by the Bank with the agreement of the Government at other locations in the Republic of South Africa.”

ARTICLE 4

Article 2 (1) of the Agreement is hereby deleted and substituted by the following:

“The principal functions of the South Regional Directorate Hub for Dialogue, Business Development, Donor Coordination, Co-financing and Resource Mobilization including the Bank Group Business Continuity Centre shall be those as described in Article 7 of this Amendment.”

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ARTICLE 5

Article 12 (1) (a) is hereby deleted and substituted by the following:

“The Director General of the South Regional Directorate Hub, the Deputy Director General, all Regional Operations Managers, all Country Managers and all Resident Representatives or other Officials designated by the Bank to that effect as equivalent to United Nations Officials with rank of P5 or D1 or above, who are not nationals or permanent residents of the Republic of South Africa, and the members of their families shall be accorded the same privileges and immunities, exemptions and facilities as are accorded to officials of comparable rank forming part of diplomatic missions.”

Article 12 (1) (d) of the Agreement is hereby deleted and substituted by the following:

“Officials of the South Regional Directorate Hub for Dialogue, Business Development, Donor Coordination, Co-financing and Resource Mobilization including those of the Bank Group Business Continuity Centre who are not nationals or permanent residents of the Republic of South Africa shall be granted the same level of immunities and privileges as that granted to officials of other similar international organizations (such as the International Bank for Reconstruction and Development (World Bank) and the International Monetary Fund (IMF)) accredited to the Republic of South Africa who are not nationals or permanent residents.”

And a new Article 12 (1) (f) is inserted in the Agreement to read as follows:

“Officials and Employees of the Bank who are not nationals or permanent residents of the Republic of South Africa travelling to the premises of the South Regional Hub for official reasons, including for Bank Group Business Continuity purposes, and members of their families shall be entitled to visa privileges and such waivers in that regard, as well as other travel facilities, agreed upon with the Republic of South Africa”.

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ARTICLE 6

Article 14 of the Agreement is hereby deleted and substituted with the following:

“The South Regional Directorate Hub for Dialogue, Business Development, Donor Coordination, Co-financing and Resource Mobilization and Officials assigned to it, including those assigned to the Bank Group Business Continuity Centre, shall enjoy, subject to the provisions of the Agreement, the same treatment as that accorded to other similar international organizations (notably the International Bank for Reconstruction and Development (World Bank) and the International Monetary Fund (IMF)) in the Republic of South Africa.”

ARTICLE 7

The Annex to the Agreement shall be deleted and substituted by the following:

“The Role of the South Regional Directorate Hub for Dialogue, Business Development, Donor Coordination, Co-financing and Resource Mobilization shall be:

1. Overview

The Board of Directors of the African Development Bank approved the Development and Business Delivery Model (DBDM) on the 22nd April, 2016. The key objective is to bring the Bank’s expertise and responsibility for decision making closer to its clients. A strategic objective of achieving this is the reorganization of current regional offices to enable more rapid support to clients and field offices alike, increased sharing of technical and specialist skills, including enhanced procurement and fiduciary management. It will also facilitate dialogue with Regional Economic Communities and other regional bodies. The role of the country teams and existing lines of management responsibility and accountability will remain unchanged. The South Regional Directorate General Hub for Dialogue, Business Development, Donor Coordination, Co-financing and Resource Mobilization as well as the Bank Group Business Continuity Centre will have a larger pool of technical staff, including, business origination and sourcing,

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procurement and financial management and safeguard experts, for better synergy, skills mix and learning. They will form a critical mass of experts needed to accomplish the Regional Hub's mandate. To ensure that high level decision making is present, each of the Regional Hub (RH) will be headed by a Director-General and will comprise a critical mass of Regional Operations Managers, Country Managers and Resident Representatives. Critical staffing will allow for business development, portfolio management and country dialogue at a faster rate. They will also improve the Bank's visibility and profile, for example, through high level representation at important fora in the region. RHs will enable the Bank Group to improve its engagement with regional economic communities in its efforts to strengthen regional integration. The critical specificity of the South Regional Directorate General Hub for Dialogue, Business Development, Donor Coordination, Co-financing and Resource Mobilization as well as the Bank Group Business Continuity Centre is that it will also host the Bank Group's Business Continuity Centre which serves as a back-up to mission critical information management systems at the Headquarters to allow the easy deployment of Officials and staff during emergency situations at the Headquarters warranting a business continuity relocation.

2. Functions and Responsibilities of Regional Hub

- All Regional Hubs, including the South Regional Directorate General Hub for Dialogue, Business Development, Donor Coordination, Co-financing and Resource Mobilization as well as the Bank Group Business Continuity Centre, will significantly contribute to the provision of full coverage of the region efficiently and most cost effectively. RMCs with no Field Offices (FOs) would have improved access to technical resources, given the proximity of the RHs to the RMCs. With expanded field resources, experts based at RHs will better appreciate the priorities of RMCs, and contribute to project pipeline building while ensuring greater portfolio selectivity and improved donor coordination and regional dialogue;
- Regional Hubs will assist governments in strengthening country systems to facilitate their use in donor-financed projects. They will assume lead

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responsibility in advising and assisting RMCs with the full cycle of procurement of goods and services for project implementation- from advertisement to award of contract and subsequent approval of payment and follow-up of contract administration. In this regard, they will closely engage with the client to increase quality and speed of procurement activities. The Regional hubs will oversee business development and investments and drive resource mobilization across the countries in their Region, including contributing the regional perspective to the African Investment Forum

- With the envisaged multi-disciplinary staffing profile and their relative proximity to a number of RMCs, each Regional Hub will assist in building the capacity of the Country Office staff through well designed and tailored operational workshops and routine coaching on the Bank Group's rules, policies and procedures;
- It is expected that the Regional Hubs will host a significant number of diverse professional staff focusing on integration, knowledge and dialogue with various stakeholders, knowledge generation and analytical work. They will be better placed to enhance country knowledge and research, essential in the preparation of internal Bank Group documents such as Country Strategy Papers, Country Portfolio Reviews and Regional Integration Strategy Papers;
- Regional Hubs will provide regional training to client staff on the Bank Group's rules and procedures and financial management. By posting qualified procurement experts to the Regional Hubs, the Bank will also significantly improve the compliance with procurement processes and decisions following the Bank's procurement rules and procedures, thereby improving portfolio performance. This will minimize the delays in procurement processes, which are a major cause of complaint against the Bank because of delays in public sector project implementation;
- The presence of the Directors-General in the Regional Hubs will also provide the Bank with an opportunity to enhance country dialogue and donor

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coordination. In addition, the location of Civil Society/Gender/Outreach Experts in the Regional Hubs will enable the Regional Hubs to provide an expanded program that will engage with the business community and civil society in order to become a center of excellence in the region; with a view of improving the Bank Group's developmental impact, visibility and reputation as the premier development finance institution on the African continent.

The Regional Hub in South Africa will also host the Bank Group Business Continuity Centre (BCP) comprising a complement of 450 staff, 200 of whom will come from the Board Directors and their offices, the Presidential Complex, Senior Management and other central services support staff, and about 250 Core Staff. The facility provides an in-house fully equipped "hot" Data-centre and IT connectivity with the appropriate capacity to process the Bank Group's business activities and other office infrastructures (a board room with interpretation facilities, a trading room, meeting rooms with video conference capacities).

The more or less 250 BCP Core staff, consisting of business and technical teams need to be ready at all times to deploy to South Africa from any part of the world, including the Bank Group's Headquarters in Abidjan, at short notice to execute their respective critical activities from the backup site or from home. Their various activities and processes can be summarized as follows:

- a) Ensure the safety and security of staff and their dependants
- b) Ensure the availability of data and vital information through the IT System and remote network;
- c) Maintain critical missions and ensure Portfolio Management and operational activities;
- d) Continue to ensure the disbursement process, control and cost-effectiveness and minimize financial losses to the Bank Group;
- e) Ensure the availability and timely delivery of key services of the respective departments /divisions/units;
- f) Detect and minimize, in a timely manner, the impact of the disaster on their operations;

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- g) Comply with the statutory, regulatory and contractual requirements of the Bank Group;
- h) Ensure operational efficiency and risk mitigation in the execution of their respective activities;
- i) Ensure the maintenance of a good credit rating with the rating agencies on asset and liability management issues; and
- j) Protect the Bank Group's reputation with its shareholders, clients and stakeholders, particularly financial markets & external auditors.

3. Reporting

Each Regional Hub will report to the key governance and senior management structures of the Boards of Governors and Boards of Directors, Presidency and Vice-Presidencies; setting clear strategic direction, ensuring the coherence with which oversight functions, policies and safeguards are applied and ensuring the continuing quality of what is delivered at the regional office. Each Regional Hub will play a key role in knowledge management, enhance the Bank Group's branding and will continue to manage the Bank's overall financial resources.

ARTICLE 8

This Protocol shall enter into force on the date of signature thereof.

ARTICLE 9

This Protocol, which shall form an integral part of the Agreement, shall remain in force as long as the Agreement remains in force and shall apply as long as the Agreement itself is applicable.

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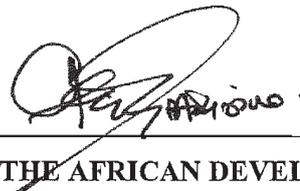
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IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Protocol in duplicate in the English language.

DONE at Pretoria..... on this 18th..... day of August..... 2017.



FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA



FOR THE AFRICAN DEVELOPMENT
BANK AND THE AFRICAN
DEVELOPMENT FUND

AGREEMENT

BETWEEN

**THE AFRICAN DEVELOPMENT BANK AND
THE AFRICAN DEVELOPMENT FUND**

AND

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

**REGARDING THE ESTABLISHMENT OF
THE REGIONAL OFFICE OF**

**THE AFRICAN DEVELOPMENT BANK AND
THE AFRICAN DEVELOPMENT FUND**

ON THE TERRITORY OF THE REPUBLIC OF SOUTH AFRICA

PREAMBLE

The African Development Bank and the African Development Fund (hereinafter referred to as the “Bank” and the “Fund”, respectively), on the one part, and the Government of the Republic of South Africa (hereinafter referred to as the “Government”), on the other part;

HAVING REGARD to the provisions of the Agreements Establishing the African Development Bank signed in Khartoum, Sudan on 04 August 1963 and the African Development Fund Agreement signed in Abidjan, Côte d’Ivoire on 29 November 1972;

CONSIDERING that the Bank and the Fund are financial institutions common to all African countries;

CONSIDERING that in September 1999 the Board of Directors of the Bank and the Fund resolved to jointly establish a representative office in order to efficiently conduct the activities of the Bank and the Fund in the Republic of South Africa as well as other Member Countries in the Southern Africa sub-region;

TAKING COGNIZANCE of the willingness expressed by the Government to accept the establishment on its territory of a representative office of the Bank and the Fund;

DESIRING to regulate by this Agreement all matters regarding the establishment and the functioning of the Regional Office and supplement in this respect the relevant provisions of the Bank and Fund Agreements;

HAVE AGREED as follows:

Article 1
Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings ascribed thereto below:

- (a) “Archives of the Regional Office” means all records, correspondence, documents and other materials, including manuscripts, still and moving pictures and film recordings, computer programs and written materials, video tapes and discs, as well as discs or tapes containing data belonging to or held by or on behalf of the Regional Office;
- (b) “Bank” means the African Development Bank and the African Development Fund collectively;
- (c) “The Bank Agreement” means the Agreement Establishing the African Development Bank, signed in Khartoum, Sudan on 04 August 1963, and as amended from time to time;
- (d) “Executing Agencies” means the agencies designated by the Government to co-ordinate the implementation of projects financed by the Bank;
- (e) “Experts” means persons, other than Officials, appointed to perform specific tasks on behalf of the Bank or to undertake missions or special projects on behalf of the Bank;

- (f) “The Fund Agreement” means the Agreement Establishing the African Development Fund signed in Abidjan, Côte d’Ivoire on 29 November 1972;
- (g) “Government” means the Government of the Republic of South Africa;
- (h) “Meetings” means meetings of the Bank or the Regional Office, including any international conference or other gathering convened by the Bank or the Regional Office, and any commission, committee or subgroup of any such meetings;
- (i) “Members of the Family” means the dependants of Officials of the Regional Office, and includes their spouses, minor children and other members of their family forming part of their households who reside with, and are dependent on, such Officials for financial support and are officially recognised as such by the Bank;
- (j) “Officials of the Regional Office” means officers, and other employees recruited by the Bank or assigned to serve at the Regional Office in accordance with the provisions of the Bank Agreement, the Staff Regulations and other relevant instruments in force, and excluding all other persons recruited on Local Terms and assigned to hourly rates;
- (k) “Property and assets of the Regional Office” means all property and assets referred to in the Bank Agreement and vested by the Bank in the Regional Office;
- (l) “Premises of the Regional Office” means the buildings and parts of buildings and land used for the official purposes of the Regional Office.
- (m) “Laws of the Republic of South Africa” includes the Constitution of the Republic of South Africa and legislative acts, decrees, regulations and orders issued by, or under authority of, the Government or any appropriate authority in the Republic of South Africa;
- (n) “Recruitment on Local Terms” means recruitment made by the Bank or the Regional Office under separate instruments provided for the employment of personnel outside the principal office of the Bank;
- (o) “Regional Office” means the Office of the Bank in the Republic of South Africa for the African Development Bank and African Development Fund and includes the principal office in Pretoria, and any additional offices that may be established with the agreement of the Government at other locations in the Republic of South Africa;
- (p) “Resident Representative” means the principal executive officer of the Regional Office, appointed by the Bank, including any officer appointed to act on the Resident Representative’s behalf during his absence from duty.

Article 2

Functions of the Regional Office

The principal functions to be performed by the Regional Office, as detailed in the Annex to this Agreement, concern working with borrowers, including governmental and non-governmental organisations in project identification and administration, project

implementation monitoring, disbursement and loan repayment procedures, assistance to the Government and the Executing Agencies regarding preparation of quarterly Progress Reports, annual Audit Reports and Project Completion Reports. The Regional Office will also assist in the participatory approach to the preparation of Country Strategy Papers, project design and making contacts with civil society and non-governmental organisations operating in the Republic of South Africa and co-ordinate the operations of the Bank and the Fund with activities of other donor agencies including SADC as well as represent the Bank in resource-mobilisation and aid-co-ordination meetings.

2. In addition to the foregoing functions, the Regional Office shall provide support to the Bank and the Fund for the preparation of economic reports, advise and conduct necessary dialogue with Government regarding economic policies and programmes, participate in project or programme related missions, and collect relevant economic information on the Republic of South Africa for transmission to the Bank and Fund.

Article 3 Legal Status

In accordance with Chapters VII of the Bank Agreement and Chapter VIII of the Fund Agreement, the Government recognises the juridical personality of the Bank and in particular its capacity:

- a. to contract;
- b. to acquire and dispose of immovable and movable property; and
- c. to institute judicial proceedings on the territory of South Africa directly and/or through the Regional Office.

Article 4 Immunities of the Regional Office

1. The Bank shall be immune from every form of legal process, and may be sued only in accordance with paragraph 1 of Article 52 of the Bank Agreement and paragraph 1 of Article 43 of the Fund Agreement.
2. The property and assets of the Regional Office, wherever located and by whosoever held, shall enjoy immunity from every form of legal process, except insofar as in any particular case immunity shall have expressly been waived by the Bank. It is however, understood that no waiver of immunity shall extend to any measure of execution.

Article 5 Premises of the Regional Office

In addition to the principal office in Pretoria, the Bank with the agreement of the Government may establish additional offices at other locations in the Republic of South Africa. The Government shall, at the request of the Bank, make arrangements in such manner as may be agreed upon in supplemental agreements for the use or acquisition by the Bank of appropriate Premises necessary for its functions.

2. The Regional Office shall be headed by a Resident Representative and shall be staffed with such other personnel appointed or assigned by the Bank.
3. The Regional Office shall be entitled to display the flag and the emblem of the Bank on its Premises, including the residence of the Resident Representative and on the motor vehicle of the Resident Representative.

Article 6 **Inviolability of the Premises**

1. The Premises of the Regional Office shall be inviolable and shall be under the exclusive control and authority of the Bank. The property and assets of the Regional Office, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.
2. The Bank shall have the power to make rules and regulations operative within the Regional Office for the full and independent exercise of its activities and performance of its functions (as more comprehensively set out in the Annex attached hereto).
3. The archives of the Regional Office, wherever located and by whomsoever held, shall be inviolable.
4. No officer or official of the Government or person exercising any public authority in the Republic of South Africa be they administrative, judicial, military or police shall enter the premises to perform any duties therein except with the express authorization from or on express request by the Bank or the Resident Representative. The Resident Representative's consent to such entry may be assumed in the event of fire or other analogous emergency requiring urgent action.
5. Without prejudice to the terms of this Agreement, the Bank shall prevent the Premises of the Regional Office from becoming a refuge from justice for persons seeking to avoid arrest or service of legal process under the Laws of the Republic of South Africa. The Bank and its officials shall respect the Laws of the Republic of South Africa.

Article 7 **Public Services and Security**

1. The Regional Office shall receive the same level of treatment, in terms of service delivery by the relevant local authorities of necessary public services and utilities, as is provided to any other international organization accredited to the Republic of South Africa.
2. The Regional Office shall receive the same level of security and protection as is provided to any other international organization accredited to the Republic of South Africa.

Article 8
Exemption from Taxation

1. The Regional Office its assets, property, operations, transactions and income shall be exempt from all forms of taxation, it being understood, that the Regional Office will not claim exemptions from taxes which are, in fact, no more than charges for public utility services paid by other international organisations established in the Republic of South Africa
2. The Regional Office shall be exempt from all customs duties, prohibitions and restrictions on goods and articles, including motor vehicles and spare parts, publications, films, still and moving pictures, imported or exported for its official purposes. It is understood, however, that articles imported under such exemption will not be sold in the Republic of South Africa except under conditions agreed to with the Government.
3. While the Regional Office will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when the Regional Office makes important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the Government will make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

Article 9
Financial Transactions

The Regional Office may hold and use funds or negotiable instruments of any kind. The Government recognises the right of the Regional Office to maintain and operate accounts in any currency and convert any currency held by it into any other currency. The Regional Office may, freely transfer its funds into South Africa and may also, at any time, freely transfer all or part of the balance thereof out of South Africa, through a non-resident bank account, which for that purpose, may be switched into any foreign currency.

Article 10
Freedom of Meeting and Discussion

The Bank shall have the right to convene meetings in the Premises of the Regional Office, and at other locations in the territory of the Republic of South Africa. Prior to such meetings, the Government shall be informed of the meetings to be held and in the event that the Regional Office requires additional security or other assistance from the Government for large meetings convened in the Republic of South Africa, this will be discussed with, and agreed to by the appropriate authorities.

Article 11
Communications

1. The Bank shall enjoy in the Republic of South Africa treatment no less favourable than that accorded to any other international organisation accredited to the Republic of South Africa, in the matter of priorities, rates and charges for telegraph, telexes, facsimile, telephone and

other means of communications. In this Article, “communications” includes publications, documents, plans, blue prints, sketches, still and moving pictures, films, sound recordings, electronic transmissions, and other modes of communication.

2. No censorship or any other type of interception or interference shall be applied to the official communications to and from the Regional Office by whatever means or in whatever form transmitted.
3. The Regional Office shall have the right in the Republic of South Africa to use codes and to dispatch and receive correspondence and other communications either by courier or in sealed bags which shall have immunities and privileges no less favourable than those accorded to diplomatic couriers and bags.
4. The Bank may install and operate in the Republic of South Africa point-to-point telecommunications facilities, including with the consent of the Government, radio sending and receiving station or stations and other state of the art communications and transmission facilities as may be necessary to facilitate communications with the Regional Office both from within and outside the Republic of South Africa. In this case, the Government shall assign adequate frequencies for the operation of the station or stations, and communicate those frequencies to the International Frequencies Registration Board. The Bank and the Independent Communications Authority of South Africa (ICASA) shall enter into an agreement for the purposes of implementing this provision on mutually acceptable terms.

Article 12

Privileges and Immunities of Officials of the Regional Office

1. The Government shall accord to:
 - a. The Resident Representative who is not a national or permanent resident of the Republic of South Africa and the members of his/her family, the same privileges and immunities, exemptions and facilities as accorded to officials of comparable ranks forming part of diplomatic missions.
 - b. the Officials of the regional Office exemption from taxation including mandatory charges, such as for social security, on or in respect of salaries and emoluments paid by the Bank.
 - c. Officials of the Regional Office who are not nationals or permanent residents of the Republic of South Africa, the following privileges and immunities:
 - (i) immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
 - (ii) immunity from personal arrest or detention for acts performed in their official capacity;
 - (iii) inviolability of their official papers and documents;
 - (iv) immunity, together with members of their family, from immigration restrictions and alien registration;

- (v) the same privileges in respect of exchange facilities as are accorded to the officials of comparable rank forming part of international organizations or diplomatic missions accredited to the Republic of South Africa;
 - (vi) together with members of their families, the same repatriation facilities in time of international crisis as diplomatic envoys;
 - (vii) the right to import free of duty taxes their furniture and personal effects within a period of six months following their assumption of duty at the Regional Office.
- d. Officials of the Regional office who are not nationals or permanent residents of the Republic of South Africa shall be granted the same level of immunities and privileges as that granted to officials of other similar international organisations accredited to the Republic of South Africa who are not nationals or permanent residents.
- e. Officials of the Regional Office who are nationals or permanent residents of the Republic of South Africa, the immunities referred to in sub-Article 1((c)(i), (ii) and (iii)); provided that the parties in implementing the right of South Africa to tax the income of locally-recruited nationals and permanent residents of South Africa employed by the Regional Office shall not require the Bank to withhold, collect or pay such taxes.
2. The Bank shall communicate to the Government the names of those Officials and members of their family to whom the provisions of the present Article are applicable.
3. The Officials of the Regional Office shall be provided by the Government with a special identity card which shall serve to identify the holder to the authorities of the Republic of South Africa and to certify that the holder enjoys the privileges and immunities specified in this Agreement. The Officials of the Regional Office, upon the termination of employment or reassignment from South Africa, shall return promptly to the Government the special identity card for cancellation.
4. The privileges, immunities, exemptions and facilities accorded in this Agreement are granted in the interests of the Bank and not for the personal benefit of the individuals themselves. The President of the Bank shall have the right and the duty to waive the immunity of any official of the Regional Office in cases where, in his or her opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Bank.
5. The Bank shall use its best efforts to ensure that the privileges, immunities, exemptions and facilities conferred by this Agreement are not abused and for this purpose shall establish such rules and regulations as it may deem necessary and expedient. Should the Government consider that an abuse has occurred; consultations shall be held between the Government and the Bank to determine whether any such abuse has occurred and, if so, to take any necessary action to ensure that no repetition occurs.

Article 13
Privileges and Immunities of Experts

1. Experts (other than Officials coming within the scope of Article 12) who are not nationals or permanent residents of the Republic of South Africa and who are performing missions for the Bank shall be accorded the following immunities and privileges as are necessary for the independent exercise of their functions during the period of their mission, including time spent on journeys in connection with their mission:
 - a) immunity from personal arrest or detention for acts in their official capacity;
 - b) immunity from seizure of their official baggage;
 - c) in respect of words spoken or written and acts done by them in the course of the performance of their mission, immunity from legal process of every kind;
 - d) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
 - e) the same protection and repatriation facilities with respect to themselves, their spouses and relatives dependent on and living with them as are accorded in time of international crises or national emergencies to diplomatic envoys;
 - f) for the purpose of their communication with the Bank, have the right to use codes and to receive papers or correspondence by courier or in sealed bags; and
2. Experts who are nationals or permanent residents of the Republic of South Africa, shall be afforded the immunities referred to in sub-Article 1(a), (b) and (c).
3. The privileges, immunities, exemptions and facilities accorded in this Agreement are granted in the interests of the Bank and not for the personal benefit of the individuals themselves. The President of the Bank shall have the right and the duty to waive the immunity of any Expert of the Regional Office in cases where, in his or her opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Bank.

Article 14
Equality of Treatment

The Regional Office and Officials assigned to the Regional Office shall enjoy, subject to the provisions of this Agreement, the same treatment as that accorded to other similar international organisations in the Republic of South Africa.

Article 15
Settlement of Disputes

1. Any dispute between the Bank and the Government arising out this Agreement or any supplemental Agreement shall, unless amicably settled between the Bank and the Government, be referred for arbitration to a tribunal of three arbitrators. The Government and the Bank shall each designate one arbitrator, and the third arbitrator shall be appointed in agreement by both parties or, if no agreement is reached, by the President of the International Court of Justice.

2. The arbitrators shall fix the procedure of the arbitration and expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article 16
Amendment, Entry into Force and Termination

1. This Agreement shall enter into force on the date of signatures thereof by the Parties.
2. At the request of either the Government or the Bank, consultations shall take place regarding the implementation or modification of this Agreement. The Government and the Bank may enter into such supplementary agreements as may be necessary for the implementation or modification of this Agreement, in accordance with their respective constitutional procedures.
3. The provisions of the Bank Agreement and of this Agreement shall, where they relate to the same subject-matter, be treated, wherever possible, as complementary so that the provisions of both shall apply, neither shall narrow the effect of the other; but in any case of absolute conflict, the provisions of this Agreement shall prevail.
4. Either Party to this Agreement may terminate the Agreement by giving one year's notice in writing to the other Party of its intention to terminate it. The Parties shall be bound by the terms of, and their obligations under, this Agreement until the expiration of the notice period.
5. Relevant provisions of this Agreement shall continue to be applied after its termination during a reasonable period for the settlement of the affairs of the Bank and the disposal of its property in the Republic of South Africa.

IN WITNESS WHEREOF, the undersigned being duly authorised thereto, have signed this Agreement in duplicate in the English language.

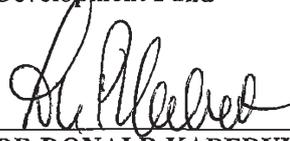
Done at CAPE TOWN on this 11th day of JUNE 2009

**For the Government of the Republic
of South Africa**



PRAVIN GORDHAN
Minister of Finance

**For the African Development
Bank and the African
Development Fund**



DR DONALD KABERUKA
President



MAITE NKOANA-MASHABANE, MP
Minister of International Relations and Cooperation

Certified by:

KORDJE BEDOUMRA
Secretary General

ANNEXE

FUNCTIONS AND RESPONSIBILITIES OF FIELD OFFICES**A. PRINCIPAL FUNCTIONS**

The primary purpose of the Field Offices is to assist the operational functions of the Bank in launching and follow-up of projects for their respective countries, and facilitate contacts between the Bank and the governments, the private sector and the civil society of member countries.

The principal functions of the Offices fall into four major areas: project and program administration, country dialogue, promotion of participatory approach, and aid co-ordination.

• Project and Program Administration

- a. Project and Program Implementation Monitoring. The Field Offices have primary responsibility in ensuring loan effectiveness, with minimum delay. In this regard, they will assist Governments and the Implementing Agencies in the fulfilment of conditions precedent to the effectiveness of Grant and Loan Agreements as well as monitor the fulfilment of other conditions.
- b. Disbursement and Loan Repayment. The Field Offices will assist the Governments and the Executing Agencies by explaining disbursement procedures, review all disbursement applications, and follow-up repayment of arrears on loans and subscriptions with the Governments.
- c. Procurement. The Field Offices will provide advisory and review services to Borrowers at all levels of the procurement process.
- d. The Field Offices will assist Executing Agencies in the preparation of quarterly Progress Reports and ensure the preparation and submission of annual Audit Reports;
- e. The Field Offices will organize regular coordination and following-up meetings on the portfolio of the projects and programs with the implementation units and concerned government agencies.

• Country Dialogue and Promotion of Participatory Approach

The offices serve as focal point of Bank Group macro-economic policy dialogue with the country and assist in the promotion of a participatory approach to CSP preparation, project design and preparation by making contacts with civil society and non-governmental organisations.

Also, the Offices will liaise and co-ordinate with sub-regional and regional organisations and engage in dialogue with Governments of constituent countries and regional institutions in order to promote economic integration.

- **Aid Co-ordination**

The Offices will co-ordinate Bank Group operations with activities of other agencies in the countries under their responsibility and represent the Bank in resource-mobilization and aid-co-ordination meetings.

B. SECONDARY FUNCTIONS

The Offices will assist/support Headquarters in the areas of country programming, project and program processing and economic and sector work.

7

DEPARTMENT OF LABOUR

NO. 1234

10 NOVEMBER 2017

LABOUR RELATIONS ACT, 1995

CANCELLATION OF REGISTRATION OF A TRADE UNION

I, Johannes Theodorus Crouse, Registrar of Labour Relations, hereby, as required by Section 109(2) of the Act, give notice that I have in terms of Section 106(2A) cancelled the registration of **South African Museum Workers' Association (SAMWA) (LR 2/6/2/446)** with effect from*26 October 2017*.....

Any person who is aggrieved by the decision regarding the cancellation of the registration of the trade union may lodge an appeal with the Labour Court against the decision in terms of Section 111 of the Act.

J. T. Crouse

REGISTRAR OF LABOUR RELATIONS

DEPARTMENT OF LABOUR

NO. 1235

10 NOVEMBER 2017



labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA

CODE OF PRACTICE INSHORE DIVING

A handwritten signature in black ink, appearing to read 'T Szana', written over a horizontal line.

Mr T Szana

Chief Inspector: OHS

Date: 1/11/2017

Version 1.0 (2017)

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1 Introduction

1.1 Purpose

The inshore commercial diving industry, while providing services to inland / inshore industry, can be the subject of various regulations and standards imposed by the Government, Clients who require the diving work being carried out, Insurers of the Diving Contractor and other outside bodies.

This Code of Practice is intended to provide information and guidance on acceptable industry practice for inland and inshore commercial diving work.

1.2 Target community

The Inshore Code of Practice is intended to assist the following, amongst others:

- Personnel involved in inshore diving operations
- Client's staff involved in the preparation of bid documents and contracts
- Client and contractor representatives
- Vessel owners and marine crews involved with diving operations
- Various installations and managers using divers.
- Personnel involved in quality assurance and occupational health and safety.

1.3 Status of this Code

This Code is issued in terms of Regulation 24(b) of the Diving Regulations, 2009 and is based on the principles of providing a workplace that is acceptably safe and without undue risks to health.

If there is conflict between this Code and the Diving Regulations, the Diving Regulations take precedence.

Failure to observe the Code shall render a person liable in any proceedings. When courts interpret and apply the Diving Regulations with respect to the type of diving procedures covered by this code, they should consider this code to be an accepted standard of good practice.

Employers, employees and their organizations shall use this Code to develop, implement and refine their diving practices to address the health and safety issues in their own workplaces. This code shall specifically be consulted when preparing operations manuals.

This Code is intentionally general, because every person and situation is unique and departures from the guidelines in this code may be justified in appropriate circumstances.

This Code is not a substitute for company operation manuals and procedures, although it provides some guidance in aspects that should be covered in those manuals.

1.3.1 The Occupational Health and Safety Act, Diving Regulations and other Regulations

The Occupational Health and Safety Act is the overarching legislative text, determining the duties of employers, employees, health and safety representatives, health and safety committees, etc. The Diving Regulations are provided in order to provide details on how the Act should be applied in the diving industry. Greater detail is provided for specific sectors of the diving industry in the Codes of Practice provided under the Diving Regulations.

This Code is the default code of practice for commercial diving in South Africa. It should be referred to in the absence of any code more specifically applying to the circumstances of any commercial diving operation within the scope of the Diving Regulations. When another diving code of practice is more specifically relevant to a diving contract, that code should generally be followed providing the advice given is applicable to the operation. When a more specific code does not provide sufficient guidance in particular circumstances, and this code does, this code may be used.

Other regulations published under the Act may be applicable from time to time. These must also be consulted whenever appropriate, including Codes of Practice that may be published in terms of those regulations.

Other Acts may also be relevant to a specific diving project and the diving contractor should ensure that all the relevant texts are consulted.

The Occupational Health and Safety Act (Act No 85 of 1993) and its regulations take precedence over this code and the advice of this Code should be followed only where it does not conflict with said legislation.

Any contractor carrying out inshore / inland diving operations shall establish whether there are any other National Regulations that may apply to the diving project. For instance, if construction work is undertaken, due regard should be given to aspects covered in the Construction Regulations; Diving in contaminated waters may require consultation with the Regulations for Hazardous Chemical Substances or the Regulations for Hazardous Biological Agents; if any loud noise is present in the workplace, the Noise Induced Hearing Loss Regulations should be consulted, etc. These are all aspects that are not covered in the Diving Regulations nor in detail in this code.

1.4 Deviation from the code

Whenever deviation from this code is contemplated, such deviation must be clearly described and limited in the operations manual or authorised by the contractor for specific operations. An additional HIRA that specifically covers the deviations must be performed and recorded, containing the following aspects:

- Diving and working practice planned
- How the practice deviates from this code
- Specific reason(s) for the deviation
- Which specific hazards are introduced because of the deviation
- How these specific hazards are addressed to control and mitigate the risk

1.5 Work covered by the code

This Code is intended to provide advice and guidance in respect of inland / inshore diving operations carried out in South Africa, and specifically covers diving operations conducted in support of inland, inshore, civil or harbour works.

1.5.1 Exclusions

This code does not cover diving practices using Class V and Class VI divers, nor does it cover diving using mixed gas at depths greater than 50m, closed bell or saturation diving techniques, offshore diving practices or underwater mining operations.

1.5.2 Alternatives

- a. Scientific diving operations using divers other than Class V and Class VI is covered by the Code of Practice for Scientific Diving, but may be conducted according to this code at the option of the Client or Contractor.
- b. Diving practices using Class V divers for the purposes of scientific diving to a maximum depth of 20 meters is covered by the Code of Practice for Scientific Diving.
- c. Diving practices using Class VI divers, for the purposes of diving in benign conditions, is covered by the Code of Practice for Diving in Benign Conditions.
- d. Diving using mixed gas below 50 metres, closed bell, saturation diving techniques and offshore diving practices, including diving work in the oil and gas industry is covered in the Code of Practice for Offshore Diving (IMCA?).
- e. Commercial and scientific diver training is conducted according to the Code of Practice for Commercial Diver Training
- f. Underwater mining operations are covered in the Underwater Mining Regulations under the Mine Health and Safety Act, 1996 and the guideline for the compilation of a mandatory code of practice for inshore underwater mining.

1.6 Implementation

This code shall be implemented by publishing on the Department of Labour website

1.7 Updating

This Code is a dynamic document and the advice given in it will change with developments in the industry. It is intended that this Code shall be periodically reviewed and any necessary changes or improvements made.

The latest version of this document will be available for download on the website of the Department of Labour. The version with the most recent date will automatically supersede previous versions. The version current at the time of a diving operation will apply as far as is reasonably practicable.

Detailed motivation for amendments to the code and reports of errors should be provided to the Chief Inspector as editable electronic documents for the attention of the Diving Advisory Board

2 Definitions:

A number of specialized terms are used in this document. These terms are referenced or defined below to ensure that readers understand what is meant by them in this document:

the Act means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993.

the Regulations means, unless the context indicates otherwise, the Diving Regulations, 2009.

the Code, or this Code means, unless the context indicates otherwise, the Code of Practice for Inshore Diving, i.e. this document.

Any word used in this Code of Practice that is defined in the Act or the Regulations shall have the meaning assigned to it in the Act or the Regulations. The definitions provided in the Act are used whenever conflict exists between these two texts.

These definitions do not necessarily apply in other codes of practice. Section refers to this Code, Regulation refers to the Diving Regulations 2009

Acceptable risk: - A level of risk as indicated by a properly performed HIRA, which is acceptable in terms of the requirements and conditions set out in the Occupational Health and Safety Act and its Regulations, and is as low as is reasonably practicable. When deciding whether a risk is acceptable or not, consideration should be given to precedent, severity of possible consequences and legal liability.

Alpha flag – International Code Flag Alpha

Bailout set or bailout system (Emergency Gas Supply) – See section 5.2.1.3

Bottom time – The elapsed time from when the diver starts descent from the surface to the time when the diver starts final ascent from the working dive, unless otherwise defined by the decompression schedule in use.

Buddy line – See section 5.4.3

Client – See section 3.1, and Regulation 3

Decompression stop – An interruption of the ascent towards the surface for purposes of allowing dissolved gases to be eliminated from the diver without producing symptoms of decompression sickness.

Diving Contractor – Regulation 4

Diving mode – System of diving equipment type and associated standard operating procedures. See section 4.1.4

Diving Operation – Regulation 1

Diving Project – Regulation 1

Diving Project Plan – Regulation 5

Hazard – See section 4.1.3.6.1

HIRA (Hazard Identification and Risk Assessment). – See section 4.1.2.1

Life line – See section 5.4.1

MOD (Maximum Operating Depth) – The depth at which the oxygen partial pressure of a breathing gas reaches the maximum accepted value. The maximum acceptable oxygen partial pressure will depend on the mode of diving and should be specified in the Operations Manual.

Operations Manual – Regulation 21

Reasonably practicable – has the range of meaning defined in the Occupational Health and Safety Act

Shot line – See section 5.4.2

Stand-by diver – See sections 4.2.2, 5.2.1.2, 5.3, 8.1.1.5, 8.2, 8.4, 4.1.4.2, 10.7.4

SSDE (Surface-Supplied Diving Equipment) - See section 0

Toolbox talk – An informal group discussion that focuses on a particular safety issue, also intended to facilitate health and safety discussions on the work site.

Umbilical – See section 5.2.1.2

3 Organisation

There is in particular a need for clients and contractors to recognize and accept their responsibility for providing sufficient appropriately qualified and competent personnel to conduct operations safely at all times. This includes periods of routine preventative maintenance and repairs.

3.1 The Client

The client is the person or company who has entered into a contract with a diving contractor for a diving project. The Client will usually be the operator or owner of a proposed or existing worksite where diving work is going to take place or a contractor acting on behalf of the operator or owner. If the client appoints an on-site representative then such a person should have the necessary experience and knowledge to be competent for this task. The following are examples of persons who may be representatives of the client:

- The installation or site manager who is responsible for the area inside which diving work is to take place.
- The master of a vessel from which diving work is to take place who controls the vessel and who has overall responsibility for the safety of the vessel and all personnel on it.

3.1.1 Duties of the client

In terms of Regulation 3, a client (or his designated representative) shall be responsible for the following:

- a. to prepare a documented health and safety specification for the diving work, and provide any diving contractor who is making a bid or appointed to perform diving work for the client with the same;
- b. to promptly provide the diving contractor and his or her agent with any information which might materially affect the health and safety of any person at work carrying out diving work;
- c. to appoint each diving contractor in writing for the project or part thereof on a dive site;
- d. to take reasonable steps to ensure that approved health and safety policies are implemented and maintained on the dive site: Provided that the steps taken shall include

periodic audits at intervals mutually agreed upon between the client and diving contractor, but at least once per month; A record of these audits must be available for inspection

- e. to stop any diving contractor from executing diving work which is not in accordance with the principal contractor's health and safety specifications for the site or which poses a threat to the health and safety of any persons;
- f. to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the diving contractor to execute the work safely;
- g. to ensure that every diving contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on the dive site; and
- h. to ensure that potential diving contractors submitting tenders, have made provision for the cost of health and safety measures during the diving project.

3.1.2 Contractual requirements

The contract shall ensure that the following responsibilities are accepted by the Client:

- Agreeing to provide facilities and extend all reasonable support to the Diving Contractor or supervisor in the event of an emergency. The diving contractor must ensure that details of the matters agreed are recorded as part of the planning for the project.
- Considering whether any underwater or above-water items of plant or equipment under their control may cause a hazard to the diving team. Such items include water intakes or discharge points causing suction or turbulence, vent valve mechanisms that may activate without warning, propellers and sea chests of vessels, or equipment liable to start operating automatically. The diving contractor will need to be informed of the location and exact operational details of such items in writing and in sufficient time to account for them in the risk assessments.
- Ensuring that sufficient time and facilities are made available to the diving contractor at the commencement of the project in order to carry out all necessary site-specific safety and familiarization training.
- Ensuring that other activities in the vicinity do not affect the safety of the diving operation. They may, for example, need to arrange for the suspension of tugboat activity, vessel unloading, overhead scaffolding work, etc.
- Ensure that a formal control system, for example - a permit-to-work & lock out system, exists between the diving team, the installation manager and/or the vessel's master.
- Providing the diving contractor with details of any possible substance likely to be encountered by the diving team that would be a hazard to their health, e.g. chemicals in a plant's tank, sewage or waste in a dam, etc. They will also need to provide relevant material safety data sheets for these substances. This information will need to be provided in writing and in sufficient time to allow the diving contractor to carry out the relevant risk assessments.

- Keeping the diving supervisor informed of any changes that may affect the diving operation, e.g. vessel movements, deteriorating weather, valves opening, etc.

The Client will need to ensure, as far as it is reasonably practicable, that any diving contractor contracted for the diving work has the appropriate plant and equipment and diving equipment, the minimum dive team as specified in the Regulations and operating procedures to meet any relevant regulations before work begins.

3.1.3 Client and Diving Contractor relationships

Responsibilities and liabilities of the client and the contractor must be clearly defined.

A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by the regulations and the Code of Practice upon a client, shall as far as reasonably practicable apply to the person so appointed.

No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by the regulations and the Code of Practice.

3.2 The Diving Contractor

On any diving project there must be one contractor in overall control for the diving operations (Regulation 4). This will normally be the company who employs the divers. If there is more than one company employing divers on a single diving project, then there must be a written agreement as to which of these companies is in overall control.

This company is the Diving Contractor in terms of the Regulations. The name of the diving contractor shall be clearly displayed at the worksite if persons not directly involved in the diving operation may be present, and all personnel, clients and others involved in the diving operation shall be aware who the diving contractor is.

The Diving Contractor is required to define the project management structure in writing. This shall include arrangements for handover of supervisory responsibilities at appropriate stages in the operation.

3.2.1 Responsibilities

The Diving Contractor's responsibilities include provisions to ensure that:

- risk assessments have been carried out and signed by the required personnel.
- a diving operations manual is compiled in consultation with employees.
- the place from which operations are to be carried out is suitable and safe.
- there are sufficient personnel of the required competences in the diving team (see minimum manning levels in the Diving Regulations)
- the personnel are qualified and competent.
- suitable plant and equipment is supplied
- the plant and equipment is correctly certified and properly maintained.

- a suitable diving project plan is prepared which includes relevant emergency and contingency plans adequate for the scope of reasonably foreseeable incidents. This should be signed and dated by the person/s preparing it.
- suitable site-specific safety and familiarization training is provided to all members of the dive team.
- project records are kept of all relevant details of the project, including all dives.
- adequate arrangements exist for first aid and medical treatment of personnel, including consultation with the contracted Level 2 Designated Medical Practitioner.
- there is a clear, documented, reporting and responsibility structure supervisors are appointed in writing and extent of their control documented.
- all relevant regulations are complied with.
- any person or company not directly involved in the diving project is informed of the diving project and their roles therein, whenever their work or practices may impact on the health and safety aspects of the diving project
- the provincial office of the Department of Labour is notified whenever any diving project is taking place.
- all the relevant aspects covered in the Regulations and this Code are complied with

The level of detail or involvement required of the diving contractor, and information on how to meet the responsibilities is provided in greater detail in the relevant sections of this Code.

3.2.2 Employer - employee relationships

Any person who works for, or renders services to, the diving contractor, is presumed, until the contrary is proved, to be the employee of the diving contractor, regardless of the form of the contract (including when "freelance" services are provided), if any one or more of the following factors is present:

- The manner in which the person works is subject to the control or direction of the diving contractor
- The person's hours of work are subject to the control or direction of the diving contractor
- In the case of the person working for a diving company, the person is part of the company
- If the person has worked for the diving contractor for an average of at least 40 hours per month over the last three months
- The person is economically dependent on the diving contractor for whom that person works or renders services
- The person is provided with tools of trade or work equipment by the diving contractor. (Excluding specialised tools and equipment specific to the task, which would not normally be owned by a sub-contractor.)
- The person only works for or renders services to one diving contractor

Whenever this employer-employee relationship exists between the diving contractor and divers, diving supervisors or other persons, the diving contractor must fulfil the duties of the employer as specified in the Act and the Regulations; and the divers, diving supervisors or other persons must fulfil the duties of employees as specified in the Act and the Regulations.

3.2.3 Diving Contractor and contracted Level 2 Diving Medical Practitioner relationship

The contracted designated medical practitioner shall be closely involved in the diving operation and provide appropriate medical support as needed.

The Diving Contractor contracts the medical assistance and advisory services of a level 2 DMP. The Diving Contractor however stays in overall control of the diving operation and the DMP may not take over the diving operation (e.g. during an emergency) or prescribe to the Diving Contractor which course of action to follow. The DMP is thus contracted in an advisory capacity only, unless other levels of responsibility and involvement in the diving operation are specified in the operations manual.

The Diving Contractor must carefully consider the advice provided by the Level 2 DMP and in particular consider how it impacts the health and safety of the diving operation as a whole before the advice is accepted or rejected. Conflicts of opinion should not take unnecessary time to resolve and therefore as much relevant procedural instruction as reasonably possible should be contained in the operations manual in an easily accessible format.

Whenever the Diving Contractor rejects the advice of the Level 2 DMP, the DMP may request that such refusal be provided in writing and this shall not be unreasonably refused by the Diving Contractor. The Level 2 DMP may not refuse to provide further medical advice and assistance for that specific diving operation. Further advice may be sought from other level 2 DMPs or other consultants with appropriate knowledge and/ or experience.

These provisions shall apply to all diving operations under the control of the diving contractor. However, whenever a diver is evacuated from the workplace for medical reasons and reaches a medical facility, the Diving Contractor shall not have control over the case any longer.

3.2.4 Co-operation between the Client or Diving Contractor's contracted Level 2 DMP and other DMPs

A close collaborative relationship is needed between the contracted Level 2 Designated Medical Practitioner performing the responsibilities listed in the Regulations and this Code and other Designated Medical Practitioners. A diver may have had his annual medical examination with one specific Designated Medical Practitioner and then goes diving with a number of different Diving Contractors in the course of the year, which means that a number of different level 2 Designated Medical Practitioners (each contracted with a different diving contractor) will also be involved. There is no need to perform a full medical examination on each occasion, as the medical examination performed by the initial Designated Medical Practitioner may still be valid. However, there may be a need to perform specific examinations (in collaboration with occupational health personnel) as a result of specific hazards being present in the workplace (e.g. diving in a contaminated environment), which is specific to a diving operation.

The Designated Medical Practitioner performing the initial diving medical examination must provide copies of the annual medical examination to the level 2 Designated Medical Practitioner responsible for the diver during a specific diving project. The written consent of the diver is still required in each case. If copies of the diving medical examination are provided to the diver, an additional original

signature of the Designated Medical Practitioner and the original stamp of the Designated Medical Practitioner are required on each page as evidence of authenticity.

3.3 Manuals and procedures

3.3.1 Operations Manual

All contractors carrying out diving operations are required by Regulation 21 to prepare standard diving Operations Manuals and procedures covering their operations and reasonably foreseeable contingencies and emergencies. If the specific task they are undertaking is not standard then they should prepare specific written procedures for that work in the Diving Project Plan.

The Operations Manual should cover all relevant aspects in this Code, as well as any additional aspects identified in the company's standard Hazard Identification and Risk Assessments (HIRA)

The Operations Manual shall be prepared in consultation with the employees and contain all relevant elements addressed in the Regulations and in this Code. The manual shall be made available to each diving team at the diving location before the commencement of each diving operation, and shall be accessible to members of the diving teams as appropriate so that they may become adequately familiar with those sections which apply to them.

3.4 The Diving Supervisor (see 8.1.1.1 for Competence: Diving supervisors)

Diving supervisors are responsible for the operations that they have been appointed to supervise and they shall only hand over control to another supervisor appointed in writing by the diving contractor. Such a handover must be entered and signed in the relevant operations logbook.

A supervisor can only supervise as much of a diving operation as they can personally control both during routine operations and if an emergency should occur. A supervisor cannot supervise two different dive sites at once.

The supervisor with overall responsibility for the operation is the only person who can order the start of a dive, subject to appropriate work permits, etc. and will normally also be the person to terminate the dive. Other relevant parties, such as a ship's master or site manager, can however instruct the supervisor to terminate the dive for safety or operational reasons.

The supervisor is entitled to give direct orders in relation to health and safety to any person taking part in, or who has any influence over, the diving operation. These orders take precedence over any company hierarchy. These orders could include instructing unnecessary personnel to leave a control area, instructing personnel to operate equipment, etc.

To ensure that the diving operation is carried out safely, the supervisor will need to consider a number of points, including:

- The supervisor should satisfy themselves that they are competent to carry out the work, and that they understand their own areas and levels of responsibility and who is responsible for any other relevant aspects. Such responsibilities must be specified in the relevant documentation. They should also ensure that they are in possession of a letter from the Diving Contractor appointing them as a diving supervisor for the company.

- The supervisor will need to satisfy themselves that the personnel that they are to supervise are competent to carry out the work required of them. They should also check that these personnel are in possession of a valid medical certificate of fitness, and, as far as they are reasonably able, physically, psychologically, and medically fit for the operation.
- The supervisor will need to check that the equipment they propose to use for any particular operation is fit for purpose, adequate, safe, properly certified and maintained. They can do this by confirming that the equipment meets the requirements set down in this Code. They should ensure that the equipment is adequately checked by himself or herself or another competent person prior to its use. Such checks should be documented, for example, on a pre-prepared checklist which should be signed and recorded in or appended to the operations log for the project.
- When the operation uses, or plans to use, complex or potentially hazardous equipment, the supervisor will need to ensure that the possible hazards have been evaluated and are fully understood by all relevant parties and that, if required, training is given. This will be carried out as part of the risk assessment during the planning of the operation and should be documented. If the situation changes, however, further risk assessment must be considered. Supervisors will meet their responsibilities by ensuring the documentation exists and following any guidance contained in the documentation, for example, in manufacturer's operating and maintenance instructions.
- The supervisor will need to ensure that the operation they are being asked to supervise complies with the requirements of this Code or that variations are authorized, either in the Operations Manual, or for the specific operation.
- The supervisor must establish that all involved parties are aware that a diving operation is going to start or continue. They will also need to obtain any necessary permission before starting or continuing the operation, normally via a "permit-to-work" system.
- The supervisor will need to have clear audible and, if possible, visual communications with any personnel under their supervision. For example, a supervisor will be able to control the raising and lowering of a diving bell adequately if there is a direct audio link with the winch operator, even though the winch may be physically located where the supervisor cannot see it or have ready access to it.
- During wet bell diving operations, supervisors will need to be able to see the divers inside the wet bell. This will normally be achieved on the surface by means of direct viewing through the view ports but when the wet bell is under water this will be by means of a CCTV camera.
- The supervisor will need to have direct communications with any diver, standby diver, or bellman in the water at all times, even if another person also needs to talk to, or listen to, the diver.
- The supervisor shall comply with all the requirements imposed on him or her in accordance with Regulation 9 of the Regulations.

3.5 The Divers (see 8.1.1.2 for Competence: Diver)

Divers have the following duties and responsibilities:

- A diver will take reasonable care of his own health and safety and not endanger the health or safety of any other person by any act or omission.

- Comply with the requirements imposed on him or her by the operations manual, (in as far as this does not endanger the health and safety of any person)
- Co-operate with the diving supervisor and the diving contractor in the fulfilment of their duties
- Carry out any lawful order given to him or her by the diving supervisor or diving contractor
- As soon as he or she becomes aware of any situation which is unsafe or unhealthy, bring this to the attention of the diving supervisor, who will record this in the operations log and incorporate this in the HIRA update
- If he is involved in any incident at work that may affect his health or has caused an injury to himself, report this to the supervisor, who will note it in the operations log and ensure that the designated medical practitioner is consulted.
- Comply with the duties listed in the Regulations.

3.6 Level 2 Designated Medical Practitioners

One or more Level 2 DMPs will be contracted to the diving contractor for the duration of any diving project, and must be available for remote consultation at all times during any diving operation.

The level 2 DMP should ensure the health aspects of the diving project are appropriately addressed. This may include the following aspects:

- Performing fitness-to-dive examinations on the divers
- Reviewing, scrutinizing and updating medical examinations performed by level 1 DMP and/or medical practitioners not contracted by the company
- Providing specific inputs in the operations manual regarding relevant health aspects that should be addressed, including emergency medical protocols and procedures
- Providing specific inputs regarding contents of the first aid kit and assistance in sourcing the contents thereof
- Providing inputs in the HIRA from the medical point of view
- Arrange for the workplace visit of an occupational medicine specialist or occupational medicine practitioner (as appropriate) when required to assess specific workplace hazards
- Arranging (in consultation with occupational medicine specialists or practitioners) for the measurement of workplace hazards by an Approved Inspection Authority.
- Consultation with an occupational medicine specialist, occupational medicine practitioner or occupational health practitioner (as appropriate) when required in terms of specific health hazards in the workplace, or when an occupational injury has occurred or when an occupational disease is diagnosed
- Consultation with travel medicine practitioners whenever specific issues occur, e.g. diving in malaria areas, the need for specific vaccinations, etc.
- Providing assistance and advice in the case of workplace accidents, injuries and illnesses
- Providing inputs in diving apparatus selection and working tool selection when appropriate
- Providing telephonic and/ or on-site advice and assistance in each case of decompression illness and organise any special investigation, follow-up and rehabilitation that may be required, including the performance of fitness assessments after recovery.
- Recording of the appropriate medical information in the diver's logbook, including treatment provided, for each case of decompression sickness.

- Providing practical advice regarding the application of divers with restricted fitness for diving, which may include adding additional restrictions or, in consultation with the examining DMP, remove such restrictions temporarily or permanently.
- Providing project-specific medical support
- Provision of any other medical advice, services and equipment as required from time to time.
- Reviewing of workplace health and safety indicators and development of appropriate action plans to address health issues in such a way that continuous improvement is evident.
- Provision of a yearly medical report to the diving contractor/ employer
- Complying with the provisions listed in the Diving Regulations

To effectively perform these duties, the level 2 designated medical practitioner must be available for consultation with the diving contractor and the diving team should be able to telephonically contact the level 2 Designated Medical Practitioner without difficulty during any scheduled diving operation.

4 Operations

4.1 Work planning

Before any diving is carried out there must be a relevant dive plan available. The dive plan will consist of, at minimum, the diving contractor's standard Operations Manual and any appropriate site-and task specific risk assessments and procedures.

The dive plan must specify the diving equipment and techniques to be used as well as the requirements of the particular operation. It must specify contingency procedures for any reasonably foreseeable emergency.

Many factors need to be considered when preparing a dive plan for a diving project. The risk assessment must identify site-specific hazards and their risks. Based on this information, the plan will state how these hazards and risks will be controlled.

Whenever a diving project is planned, the information required in terms of the Diving Regulations must be forwarded to the provincial office of the Department of Labour in the prescribed manner.

4.1.1 The Diving Project Plan

The diving project plan defines the scope of diving work to be performed for a diving project and contains records of the conclusions, findings and decisions of the planning activities relevant to the project. It is both guidance for the dive team and evidence of due diligence by the Diving Contractor.

4.1.2 The Dive Plan

Dive plans contain the proposed profile and tasks of each dive and these are updated when required. The dive plan may refer to more detailed information in the diving project plan when appropriate.

4.1.2.1 Quantity of gas

The quantities of gases likely to be needed for diving operations, including for treatments and emergencies, must be calculated when planning a diving project. Allowances should be made for

leakage, wastage, contingencies, etc. Diving must be stopped if the quantity of gas needed for safety purposes falls below the minimum specified in the operations manual and the dive plan.

A reserve supply of medical oxygen with a free volume of 40m³ is required at the chamber for the purposes of treatment in the chamber. A minimum supply of reserve air for the chamber is also required on site.

4.1.3 HIRA (Hazard Identification and Risk Assessment)

The dive planning for a diving operation is unique to that specific operation, and therefore only general guidelines can be given. The safe planning and implementation of the dive operation will be based on the Hazard Identification and Risk Assessment (HIRA) for that operation, in conjunction with the Diving Regulations, the contractor's Operations Manual and the task requirements.

4.1.3.1 Requirement

HIRA is required in terms of Regulation 22(1)

No diving operation is to take place without HIRA being carried out before the diving operation commences, and all relevant hazards identified and the associated risks assessed. The risk assessment will determine what diving mode is to be used and if diving is to take place at all.

The HIRA forms part of the project plan and the dive plans and is updated as required.

4.1.3.2 Communication

The results of the HIRA must be communicated to all dive team members and other stakeholders before the dive commences during a dive briefing or toolbox talks.

4.1.3.3 Consultation

The diving contractor shall carry out a HIRA and risk management process in consultation with the whole dive team and include inputs from third party specialists (e.g. Approved Inspection Authorities) when required by legislation or when otherwise considered appropriate

4.1.3.4 Updates

A comprehensive HIRA should be performed for each diving project, but provision should be made for an update prior to each dive. This process must allow for changes in the dive plan, based on the findings.

When performing the HIRA update, the diving supervisor shall consult with the other members of the dive team and include inputs from other persons whose activities may influence the health and safety of the divers.

4.1.3.5 Records

A copy of the relevant updated site and task specific HIRA documents must be kept as part of the diving operations records

All of the findings of the HIRA shall be formally recorded, including the names of the persons involved in the process. All of the aspects listed below should be included where appropriate

Records of health hazards should be kept in accordance with the Regulations pertaining to those hazards, e.g. Regulations for Hazardous Chemical Substances, Regulations for Hazardous Biological Agents, etc.

4.1.3.6 HIRA Process

The HIRA process shall:

- identify and record significant hazards associated with the operation;
- ensure that an assessment is made to determine and record the risks associated with such identified hazards
- control such risks by implementing measures to either eliminate or reduce risks to an acceptable level.
- implement contingency and emergency plans and medical surveillance for risks that remain.

4.1.3.6.1 Hazard Identification process

Health and safety hazards exist at all workplaces. A hazard is any agent, activity, situation or substance that can cause harm. Hazards can be divided into three groups, health hazards, safety hazards and hazards to the environment.

Existing and potential hazards shall be identified during the preparation of the Diving Project Plan and reviewed prior to the commencement of each diving operation. Any additional hazards which arise during the operation should immediately be brought to the attention of the supervisor and the operational plan adapted as necessary to ensure the health and safety of the workers, or the operation should be aborted.

4.1.3.6.1.1 Health hazards

An occupational health hazard is any agent that can cause illness to an individual. A health hazard may produce serious and immediate (acute) effects, or may cause long-term (chronic) problems.

Someone with an occupational illness may not recognise the symptoms immediately. For example, noise-induced hearing loss is often difficult for the affected individual to detect until it is well advanced.

Health hazards include: chemical hazards, biological hazards, physical hazards, psychosocial hazards and work design (ergonomic) hazards.

a. Chemical hazards: Chemical hazards include, but are not limited to:

- Breathing gases and the possibility of breathing contaminants
- Toxicity from gases breathed, e.g. nitrogen narcosis, oxygen toxicity, etc.
- Diving in chemically contaminated waters (e.g. harbours)
- Exposures to any dusts, fumes, vapours, metals, chemical irritants, pesticides and other chemical agents

b. Biological hazards: Biological hazards include, but are not limited to:

- Risk of marine life injuries
- Diving in biologically contaminated waters

- Cross-contamination using diving gear
 - Travel diseases, like malaria or travellers' diarrhoea
 - Exposures to viruses, bacteria in the workplace
 - Any agent that can cause an infection in the diver
- c. Physical hazards: Physical hazards include, but are not limited to:
- Radiation hazards
 - Noise
 - Temperature extremes
 - Pressure (causing barotrauma, decompression sickness, etc.)
 - Electrical shocks
- d. Psychosocial hazards: Psychosocial hazards include, but are not limited to:
- Working shifts (shift work)
 - Diving in hazardous environments
 - Involvement in stressful situations (e.g. body recovery, mass casualties, etc.)
- e. Ergonomic hazards: Ergonomic hazards include, but are not limited to:
- lifting and bending with heavy equipment in and out of the water
 - Abnormal postures
 - Working with vibrating tools

4.1.3.6.1.2 Safety hazards

A safety hazard is any agent which may cause injury, or damage to property. An injury caused by a safety hazard is usually obvious. For example, a worker may be badly cut. Safety hazards cause harm when workplace controls are not adequate.

Some examples of safety hazards include, but are not limited to:

- a. Environmental conditions: include, but are not limited to:
- physical conditions at the operation's site and the sea state,
 - visibility
 - cleanliness of the premises and plant
- b. Task related aspects: Include, but are not limited to:
- the use of explosives,
 - use of tools and equipment.
- c. Associated activity factors: Includes, but are not limited to:
- accessing the site (including emergency response),
 - other equipment at the site
 - other structures at the site.
 - Working alone

- Slipping/tripping hazards
- Fire hazards
- Moving parts of machinery, tools and equipment
- Work at height
- Pressure systems and differential pressure situations
- Vehicles
- Lifting operations
- Diving under, near ships, vessels, small craft, and boats - propellers, rudders, sea suction intake chests, etc.
- Live boating injuries
- Entrapment or entanglement
- Implementation of permit-to-work systems
- Lockout-procedures

d. Emergency response factors: includes, but are not limited to:

- location and availability of appropriate emergency systems and emergency response procedures.
- Unconscious diver recovery procedures
- Severely injured diver recovery procedures
- Availability of first aid kit and support

4.1.3.6.1.3 Environmental hazards

An environmental hazard (hazard to the environment) is a release to the environment that may cause harm or deleterious effects. An environmental release may not be obvious.

For example, a worker who drains a glycol system and releases the liquid to a storm sewer may not be aware of the effect on the environment. Environmental hazards usually cause harm when controls and work procedures are not followed.

4.1.3.6.2 Risk Assessment

Risk Assessment evaluates the frequency, probability and the consequences of a hazard, into a semi-quantitative measure of risk.

The aims of a risk assessment are to:

- Identify and evaluate risks to enable contingency planning and minimise potential risk to health, environment and equipment.
- Provide a baseline mechanism for communicating to operational personnel the risks and means of minimising them, of a particular task or project.
- Ensure staff compliance to the company health, safety and environmental requirements, as well as compliance with relevant statutory regulations, guidelines and contractual obligations.

4.1.3.6.2.1 Risk Assessment process

The risk assessment shall be conducted in the following way:

a. Assess who may be exposed

Exposure may take place during the dive or the person may be exposed while on the surface. The HIRA must include the health and safety of surface personnel also

b. Assess how the persons will be exposed

The exposure route may be important, for instance chemical exposures may be via the lungs or be absorbed through the skin. Skin exposure may cause local effects (e.g. chemical burns) or may cause systemic effects due to absorption of the chemical

Mechanical injury (safety risks) may happen due to improper equipment being used or if a person is not familiar with the operation of the equipment or not experienced in its use

c. Assess the exposure "dose"

The levels of the hazards are important factors to consider. (For example: The specific noise level can predict the level of hearing loss expected.) The dose is estimated as a combination of severity and time of exposure.

In order to measure the levels of chemical substances, some physical hazards, etc., the services of an Approved Inspection Authority ("Occupational / Industrial Hygienist") is required in terms of some of the Regulations.

Some exposures, e.g. noise levels, cannot be measured under water.

d. Assess the exposure frequency

The more often the person is exposed to the hazard, the higher the risk of injury or disease

e. Assess the influences of exposures on each other

Some exposures may have an influence on each other, for instance mixed chemical exposures. Exposure to any one of the elements may not be considered a health risk, but the combined effect of exposure may be considerable. Exposure to chemicals and noise may have a bigger effect in combination to any one of these in isolation. The assessment should thus take the "big picture" into consideration.

f. Assess the consequences of exposure

Some exposures cause acute effects, while others may cause long-term effects, like causing cancer, hearing loss, etc.

Consultation with the Designated Medical Practitioner and the Occupational Medicine Practitioner (or Occupational Medicine Specialist) is required.

g. Note all your findings

All of the findings should be clearly noted in the HIRA. This will provide a record of systematic approaches taken to address risks, and evidence of due diligence.

4.1.3.6.3 Risk control

Control of risk is achieved by selecting from the hierarchy of control measures one or more measures which individually or in combination achieve the required risk reduction. Only those hazards identified during the hazard identification process that pose a real (unacceptable) risk (as determined in the risk assessment process) need to be addressed. If the risk assessment determined that a hazard is associated with acceptable risk, this should be indicated in the HIRA and it need not be addressed further.

Where the level of risk cannot be controlled to an acceptable level, no diving work shall take place while the hazard is present.

Appropriate control measures shall be applied to the risks, using the hierarchy of controls in the following order:

a. **Elimination**

In some cases risk may be eliminated by removing the hazard or operating when it is not present.

b. **Substitution**

Where the risk can be controlled by performing the task using alternative methods, consideration shall be given to using these alternative methods.

a. **Design**

Plant and procedures can be selected or designed to reduce risk.

b. **Isolation**

Persons should be isolated from the identified hazards where practicable. Diving equipment can provide adequate protection from a number of hazards, e.g. hypothermia, marine stings, etc.

c. **Administrative control measures**

Every operational plan should seek to minimize the degree and duration of the worker's exposure to risk. Rotation of workers is a good example to minimize exposure

Almost every aspect of planning falls into this administrative category.

Administrative controls include, but are not limited to:

- training, supervision, experience and selection of employees, including staffing levels;
- provision of an appropriate operations manual;
- organization and planning before, during and after the operation;
- selection of appropriate plant; and
- selection of the appropriate form and level of communication.

d. **Personal protective equipment**

Appropriately designed and sized personal protective equipment shall be provided, used and maintained. The limitations of all equipment used shall be identified as part of the risk assessment process. Information from manufacturers and from records of prior experience should be used to identify limitations.

4.1.3.6.4 Risk mitigation

Risk is mitigated by planning or taking measures to reduce the effect of an incident associated with that risk on personnel, equipment and the environment.

These may include:

- Emergency and contingency plans
- Provision of first aid and rescue equipment
- Retaining a DMP and/or recompression chamber on standby
- Spare tools and equipment

4.1.3.6.5 Recording of occupational exposures and medical surveillance

If the HIRA process is followed and risk mitigation strategies are put in place, there will still be a level of risk that is accepted as part of the operation. In case any employee is exposed to such a risk that remains, appropriate measures shall be put in place to specifically screen such an employee for consequences of the exposure (including the levels of exposure, e.g. using Biological Exposure Indices) and the possibility of an occupational disease.

Screening for occupational diseases shall be conducted in consultation with an occupational medicine specialist, occupational medicine practitioner or an occupational health practitioner (as appropriate).

An accurate record should be available in the diver's medical file. This is a requirement in addition to the normal "fitness to dive" evaluation of divers.

4.1.4 Diving mode

Diving mode is selected for the operation based on the requirements of the specific task and the logistics of the operation, based on the indications of the HIRA.

Three modes of diving are possible under this Code:

4.1.4.1 Surface supplied diving

This is the default mode and is applicable to the full scope of diving activities covered by this Code.

4.1.4.2 Scuba diving

This may be used for activities which are not proscribed for scuba, provided that the HIRA indicates an acceptable level of risk, and provided that the procedures are authorised in the company Operations Manual for the applicable circumstances.

Scuba equipment is specified in section 5.2.2

Scuba has inherent limitations and difficulties such as limited breathing gas supply, lost diver, etc. and scuba should therefore not be used if surface supplied equipment is available and its use is reasonably practicable.

Whenever scuba diving is performed, life lines (tended by competent divers' tenders), buddy lines surface markers and emergency gas supplies (bailout sets) must be used as reasonably practicable, and provided they do not increase overall risk. The divers should be tethered to the surface marker with an 8mm diameter synthetic line (or equivalent) and this must be constantly visually monitored from a location that allows immediate assistance to be rendered in case of an emergency.

If the diving contractor, the diver and the diving supervisor all considers the use of one or more of these hazardous, then alternative measures shall be put in place to ensure that:

- Voice communications between the divers and the diving supervisor is used; and
- A buddy system is employed whereby two divers remain at all times in constant visual or physical contact and that both end the dive immediately if contact is lost; and
- The diver can be easily located by his fellow divers; and
- The diver can be located without any difficulty by the standby diver; and
- The diver can be rescued without any delay or difficulty in case of an emergency
- A life-line is used for the standby diver.

4.1.4.2.1 Proscribed activities for Scuba diving

Scuba may not be used at construction or industrial diving operations that involve the following: welding, burning/cutting, high-pressure jetting, hoisting, dredging, using power tools, or working in an environment contaminated by hazardous materials or microorganisms.

Scuba may not be used for penetration of overhead environments where the exit cannot be clearly seen by the diver under all reasonably foreseeable circumstances.

4.1.4.3 Airline diving

This may be used for activities which are not proscribed for airline, provided that the HIRA indicates an acceptable level of risk, and provided that the procedures are authorised in the company Operations Manual for the applicable circumstances.

Airline equipment is specified in section 5.2.3

Use of airline equipment may be considered when:

- The risk of diver entrapment is low,
- The risk of snagging the airline is low (in most applications the risk of snagging the airline is minimised by use of a buoyant airline which is sufficiently strong to serve as the lifeline,
- Full surface supply equipment is not appropriate for economic or logistical reasons,
- no proscribed work required,
- Airline mode is required or recommended by a government department for the specific industry.

A bailout system must be carried by the diver when there is any significant risk of the diver being unable to make an immediate, direct and acceptably safe ascent to the surface and to immediately achieve positive buoyancy in the case of a failure of primary air supply. Any ditching of equipment required for such a free ascent may not involve more than one quick release buckle, operable by either hand in a single movement, and all equipment required to fall clear must do so in any

reasonably foreseeable circumstance. A bailout system must be used if obligatory decompression is a plausible contingency.

The standby diver may be equipped with any mode of diving equipment permitted by this Code and acceptable in terms of the HIRA. The standby diver should use a lifeline if on Scuba unless the HIRA shows this to be impracticable or it increases the risk.

A line attendant must be used in all operations where airline diving is used. The line attendant must be competent and have the relevant knowledge of line signals to be used during the operation.

4.1.4.3.1 Proscribed activities for Airline diving

Airline diving may not be used at construction or industrial diving operations that involve the following: welding, burning/cutting, high-pressure jetting, hoisting, dredging, using power tools, or working in an environment contaminated by chemicals, hazardous materials or microorganisms. Nor may it be used in circumstances where a differential pressure environment exists (e.g. dams, dry-dock locks, in the presence of valves, etc.). Diving depths exceeding 15m, or where the no-decompression-stop limits are likely to be exceeded.

4.1.4.3.2 Permitted activities for Airline diving

Airline diving may be stipulated by a government department for some applications.

4.2 Emergency and contingency plans

Before a dive commences, all members of the diving team must be systematically and thoroughly informed and trained with regard to the procedures to be followed in case of an emergency.

This is usually done in the form of induction training and the "toolbox talk".

4.2.1 Diving emergencies

The diving contractor's operations manual should contain a section laying out the actions required of each member of the diving team in the event of a foreseeable emergency occurring during operations.

The following list, which is not exhaustive, identifies the type of possible emergencies to be considered:

- Dealing with an injured or unconscious diver: both in the water and on the surface
- Provision of recompression therapy in the case of decompression illness
- Communication with emergency services, local medical facilities and hospitals
- Providing first aid
- Faulty or broken equipment
- Managing contaminated divers (biological/ chemical/ radiological/ etc.)
- Emergency evacuation of the worksite

Specific checklists should be provided whenever appropriate to facilitate management in an emergency

4.2.2 Standby diver

Before the dive commences, the standby diver must be adequately dressed, checked and ready to go with mask or helmet off and have adequate diving equipment with an independent breathing gas appropriate for the depths and circumstances in which the standby diver would have to operate should a rescue become necessary.

4.2.3 Recovery of unconscious diver

All dive sites shall have a means of recovering an unconscious or injured diver from the water safely and effectively in a timely manner.

4.2.4 Medical assistance

4.2.4.1 Level 2 designated Medical Practitioners

The diving contractor shall ensure that arrangements are made with one or more level 2 Designated Medical Practitioners, either with the Designated Medical Practitioners directly or with a medical facility employing Designated Medical Practitioners whenever diving projects are planned.

The operations manual should clearly indicate the responsibilities of the designated medical practitioner and the extent of involvement in diving operations. The following guidelines should be considered:

- Irrespective of the type of diving performed, each diving team should have reasonable access to the advice of a designated medical practitioner
- Whenever a significant injury occurs during a diving project, the diving supervisor is required to follow the company protocol. The Designated Medical Practitioner must be contacted in all cases and the injury should be recorded as an occupational injury on duty.
- Whenever decompression sickness occurs (or symptoms in a diver are suggestive of decompression sickness), the diving contractor is required to consult the designated medical practitioner in all cases (even if routine treatment is needed) and the incident must be recorded as an occupational disease.
- In certain cases, depending on the HIRA, the on-site attendance of the designated medical practitioner may be required for the entire duration of the diving operation.

4.2.4.2 Emergency medical services

Certain circumstances may require the diving contractor to make use of emergency services, e.g. to assist in managing injuries or to assist with decontamination procedures after diving in hazardous materials.

The contact number for the local emergency services (or the national emergency number) should be readily available to the diving team.

The specific procedures for contacting emergency services should be clearly outlined in the operations manual and checklists should be provided to facilitate appropriate management in an emergency.

4.2.5 Termination of dive

At the onset of any sign of malfunction of equipment or sign or symptom of distress, the diver shall, when possible, notify the dive supervisor, the dive tender, and any diving buddy by an appropriate signal and terminate the dive.

4.3 Working periods

Working periods should not be extended or prolonged to an extent that health and safety is compromised. It should be remembered that accidents are more likely when personnel work long hours because their concentration and efficiency deteriorate and their safety awareness is reduced.

When breaks are taken in the course of a diving operation, the diving contractor will need to ensure that the health and safety is not compromised in any way and that qualified and experienced personnel are available to act as reliefs during these breaks. This is particularly important in relation to supervisors whose responsibilities are often onerous and stressful. Any such handovers of responsibility should be recorded in writing in the operations log.

4.4 Documentation

If an inspector makes an inspection of a worksite and the required documentation is not available on site, the operation may be stopped until evidence is provided that the documentation is in order and the equipment is suitable and in test. It is strongly recommended that the required documentation is kept on site where reasonably practicable.

5 Diving Equipment

5.1 Equipment location and integrity

The diving contractor must ensure that the dive team is provided with all the necessary equipment and procedures to undertake the diving work without undue compromise to health and safety. The choice of equipment location will be determined by the type of diving work, the detail of the type of diving equipment involved, the integrity of any handling system with respect to lifting points or load bearing welds, and structures etc. In this respect it should be ensured that in-date test certificates for all relevant equipment are available.

In some applications the diving system may be required to operate in a hazardous area (for example: an area in which there is the possibility of danger of fire or explosion from the ignition of gas, vapour or volatile liquid). All diving equipment used in such an area must comply with the safety requirements for that area.

5.2 Diving equipment

Diving contractors working under the scope of this code must use surface supplied diving equipment whenever reasonably practicable, and only use scuba or airline equipment when conventional surface supplied equipment is not practicable, or there is a significant logistical advantage and the HIRA indicates that there is no significant additional risk.

No diver may undertake a dive to a depth greater than that for which the equipment he or she is using is suitable. Suitability of equipment for purpose should be confirmed by the manufacturer. This

is usually specified in the user manual for the equipment. All equipment used for a dive must be suitable for the planned depth.

5.2.1 Surface-supplied diving equipment (SSDE)

Surface-supplied diving equipment includes as a minimum:

- a full-face mask or helmet
- a diver's umbilical
- a bail-out system, connected to the primary breathing apparatus by a valve operable by the diver,
- a full body diver safety harness,
- an voice communication system between the diver and the control point,
- a surface breathing gas control panel,
- a suitable pressurised breathing mixture supply

5.2.1.1 Diving masks and Helmets

A full-face mask or diving helmet is an essential component of surface supplied diving equipment.

Helmets and full face masks may be supplied with breathing gas by a demand or free-flow system.

5.2.1.2 Diver's umbilicals

The required length of the diver's umbilical in relation to the worksite will need to be included in the dive plan, particularly where an emergency situation might require rapid location and recovery of the diver.

The standby diver's umbilical must be at least 2m longer than the working diver's umbilical

The length of the umbilical should take into account the distance to hazards.

A diver's umbilical must comply with the following minimum requirements:

- Contain a breathing gas hose of non-toxic composition (suitable for breathing gas) and a minimum internal diameter of 9mm and a working pressure of 350 kPa (35 bar)
- Contain a pneumofathometer hose of non-toxic composition and a minimum internal diameter of 6mm
- Contain a hardwire communications cable for voice communications
- Have a strength of at least 5 kN

The diver's umbilical must be connected to the diver's safety harness by means of a screw-gate carabiner to prevent the umbilical pulling on the diver's helmet or full-face mask.

5.2.1.3 Bailout systems

A bailout system is an independent supply of a breathing mixture that is carried and activated by the diver.

An adequate bailout system must be worn by all divers and the breathing mixture in the bailout system must be appropriate for the dive.

The bailout system capacity must be sufficient to allow the diver to reach a place of safety in emergency situations (e.g. for the time needed by the standby diver to reach the submerged diver and for both to return to the surface; or to return to the stage or wet bell, if this is being used in the diving operation).

5.2.1.4 Safety harness

A diver's safety harness must be:

- capable of supporting the weight of the fully dressed diver in air
- attached to the diver in such a way that it cannot be accidentally unfastened.
- adjustable to comfortably fit the diver.
- provided with an attachment point for lifting the diver in a posture which will minimise potential injury to an unconscious diver during lifting.
- provided with an attachment point for connecting the umbilical in such a way that loads will not be transmitted to the mask or helmet.

Other features such as support for the bailout system, ballast weights, tool pockets and clips, and adjustable buoyancy are optional.

5.2.1.5 Voice communications system

See section 4.2.9

5.2.1.6 Surface control panel

The surface gas control panel has the following functions:

- provide an adequate flow of primary breathing gas to each diver through the primary umbilical hose at the appropriate pressure,
- provide an alternative supply of primary breathing gas to each diver through the pneumofathometer hose when required,
- Indicate the breathing gas supply pressure,
- indicate the depth of each diver by measuring the pressure in the pneumofathometer hose, to a resolution of 0.5msw,
- provide an adequate flow of backup breathing gas to each diver through the primary and pneumofathometer hoses,
- Switch between primary and backup breathing gas supplies without noticeably interrupting supply to the divers
- Prevent breathing gas loss from each diver on the panel if any hose to another diver is cut
- All valves and gauges must be labelled to indicate function and, where appropriate, which diver they serve.
- If gases other than air are to be supplied to the diver, an oxygen analyser must be supplied from to the supply manifold.

5.2.2 Self-contained diving equipment (SCUBA)

Scuba is a non-preferred option for diving under this code, however there may be occasions when the use of scuba may be justified by logistical constraints, and a HIRA that indicates acceptable risk under the specified circumstances.

Two classes of scuba exist: Open circuit, where all the breathing gas is lost to the environment on exhalation, and Rebreather systems, where all or part of the exhaled gas is retained in the breathing circuit, carbon dioxide is removed, and oxygen added before the gas is made available for breathing again.

Open circuit systems have the disadvantage of limited gas endurance, but are more robust and have fewer critical failure modes than rebreather systems.

Rebreather systems can provide considerably longer gas endurance for an equivalent gas supply, and minimise the amount of gas released as bubbles, but have an inherently greater risk of failure while in use, even when correctly maintained and checked before use. It is possible, but unlikely that a rebreather would be acceptable for any diving operation under this code, and any contractor considering their use should ensure a particularly rigorous risk assessment for the equipment, and is strongly advised to ensure that this is done by an expert.

Open circuit scuba may be used with either a full-face mask or a half mask and demand valve. A full-face mask allows voice communications equipment to be used and is the preferred option under this code. Most full face masks allow a bailout system to be connected to the mask in such a way that the diver can change from primary to bailout gas without removing the mask. The switchover system must allow the diver to easily check which supply is in use at any time, and to monitor the remaining gas pressure in both supplies. A large range of configurations are possible, and the contractor is responsible for ensuring that the system chosen is fit for purpose.

Scuba equipment under this code includes at minimum the following

- Primary breathing air supply from high pressure cylinder/s carried by the diver on a harness, including regulator with demand valve and accurate and legible pressure monitoring gauge.
- Buoyancy compensator device capable of providing the diver with neutral and positive buoyancy without the need to jettison weights or other diving equipment. The BCD is not required or expected to support heavy tools or equipment.
- Full-face mask, or if not appropriate, half mask.
- Bailout system as specified in section 5.2.1.3 comprising independent gas supply carried by the diver and demand regulator, with means of changeover and pressure monitoring gauge.
- A diver's safety harness as specified in section 5.2.1.4
- Lifeline as specified in section 5.4.1
- Cutting tool suitable for clearing entanglement by rope or line.
- A means of monitoring depth.

A personal dive computer or recording bottom timer is strongly recommended for all dives in open water.

5.2.3 Airline diving equipment

Airline (also known as Hookah) is a non-preferred option for diving under this code, however there may be occasions when the use of airline may be justified by logistical constraints, and a HIRA that indicates acceptable risk under the specified circumstances.

Airline is customarily used for shallow water aquaculture and harvesting operations, and has a satisfactory safety record in these applications.

Airline may be used by Class IV divers with a suitable training endorsement.

Airline equipment under this code includes at minimum the following:

- Airline supply hose with minimum inside diameter of 9mm suitable for breathing gas, complete with demand regulator system, attached to the safety harness by a screw-gate carabiner, in such a way that loads are not transmitted to the mask or DV from the airline or lifeline.
- Airline supply hose is usually buoyant when filled with air at working pressure. Neutrally buoyant or negatively buoyant airline may be considered in special circumstances.
- Lifeline as specified in section 5.4.1 strapped to the airline if the airline is not suitable for this purpose alone.
- Primary air supply from low pressure breathing air compressor or regulated flow from high pressure cylinders.
- A loss of pressure in the airline must not allow air to flow back into the line from the mask or demand valve, or from the bailout system.
- A loss of pressure in the airline must not compromise the breathing gas supply to any other diver
- Full-face mask, or if not appropriate, half mask.
- Bailout system as specified in section 5.2.1.3 comprising independent gas supply carried by the diver and demand regulator, with means of changeover and pressure monitoring.
- A diver's safety harness as specified in section 5.2.1.4

5.3 Divers' breathing gas supply

The diving apparatus must be arranged in such a manner that every diver, including the standby diver receives a breathing gas of the correct composition, volume, temperature and flow for all reasonably foreseeable situations, including emergencies.

All divers must receive an uninterrupted supply of breathing gas. In particular, the supply must be arranged so that no other diver (including the standby diver) is deprived of breathing gas if another diver's umbilical is cut or ruptured.

If breathing gases are not analysed immediately prior to use, an in-line oxygen analyser with an audible Hi-Lo alarm must be fitted to the diver's gas supply line in the dive control area. This will prevent the diver being supplied with the wrong percentage of oxygen

5.3.1 Compressors

Compressors used to supply air to divers in the course of a diving operation shall be capable of maintaining a supply of air to meet the air requirements of the diver/s.

All receiver tanks and pressure vessels used in connection with compressors shall meet the required regulations and standards.

Compressors shall be operated by a competent person who, if circumstances permit, may also act as a diver's tender. The compressor operator shall ensure that all equipment necessary to supply an adequate quantity of air to the diver is in good working order. Particular attention shall be given to valves, stop valves, drain cocks, gauges, and all parts liable to be damaged.

5.3.2 Prevention of contamination of breathing air supply

The diving contractor shall ensure that adequate procedures are in place to ensure that compressed air supplied to divers comply with the minimum requirements set out elsewhere in this document. This will include procedures, checklists, maintenance and tests with regards to compressor air intakes, the compressor itself, the filtration systems and any other part of the equipment. Some of these aspects are covered in other Regulations under the Act.

5.3.3 Storage cylinders

Gases stored in cylinders at high pressure are potentially hazardous. The dive plan must specify adequate protection for the gas storage areas. All gases used during diving projects will be handled with appropriate care.

Gas storage cylinders must be suitable in design, fit for purpose and safe for use. Each cylinder must be in date in terms of SANS 10019.

Cylinders used for diving within the scope of this Code may be subjected to special conditions, such as use in salt water, and will therefore need special care. Cylinders used under water in direct contact with the water should be tested according to the requirements for Scuba cylinders, as they are subject to the same environmental conditions.

Detailed requirements are contained in other Regulations under the Act.

5.3.3.1 Contents of gas cylinders

Gas cylinders containing breathing gases coming from suppliers will be colour coded in accordance with industry guidance and will be accompanied by an analysis certificate. Neither of these should be accepted as correct until a competent member of the dive team has analysed at least the oxygen content. This analysis should be repeated immediately before use of the gas.

5.3.3.2 Marking and colour coding of gas storage

Fatal accidents have occurred because of wrong gases or gas mixtures being used in a diving project.

The diving contractor will ensure that all gas storage units comply with a recognized and agreed standard of colour coding and marking of gas storage cylinders and banks. Where appropriate, pipework should also be colour coded.

Unless special circumstances apply, gas cylinders for inshore and inland operations will be marked and colour coded in accordance with SANS 10019

5.3.4 Breathing gas composition

Constituent gases for breathing mixtures should be within 0.5% by volume of the nominal composition.

5.3.4.1 Breathing gas toxicity

Divers breathing a mixture of oxygen and nitrogen under pressure, whether compressed natural air or an artificial mixture, are at risk of both oxygen toxicity and nitrogen narcosis as the depth increases. The dive plan will therefore need to specify the maximum depth for the mixture being used.

The recommended maximum partial pressure range for oxygen used under water is 1.4 bar to 1.6 bar for the working part of the dive. The partial pressure for oxygen used must never be lower than 0.2 bar

Partial pressure of oxygen during decompression should comply with the requirements of the decompression schedule in use, taking into account the breathing apparatus and security of the diver's gas supply and airway in case of loss of consciousness.

Breathing mixtures other than oxygen and nitrogen (or air) should be used when diving takes place deeper than 50 m of water. Diving at these depths is covered in the Code of Practice for Offshore Diving.

5.3.4.2 Breathing air purity standards

Breathing air for diving under this Code will comply with the SANS 10019

5.3.4.3 Air purity testing

To ensure that breathing air complies with these minimum standards, the diving contractor will ensure that the air is tested in the following manner:

- The compressor should have a monthly functionality test for delivery and pressure.
- An air purity test must be performed at a maximum interval of 6-months.
- An air purity test may be performed more frequently if deemed necessary.
- Testing for contaminants other than those listed in the SANS10019 shall be conducted if their presence is suspected.

Quantitative testing for particulate matter (including oil) shall be conducted if its presence is evident in a qualitative test.

A record of these tests should be kept with the compressor log for inspection

5.3.4.4 Purity of gases for breathing mixes

These criteria apply equally to the gases in storage and after mixing, before delivery to the diver.

Gases should be tested for specific contaminants when there is reason to suspect that they may be present above the limits. A HIRA survey should be used to determine the likelihood of these or any other potentially toxic contaminants being present in the breathing gas.

Potential contaminants should be limited to:

Contaminant	Limit
Carbon dioxide	1000 ppm _v
Carbon monoxide	5 ppm _v
Water	Storage:

	40 to 200bar 50 mg/m ³ (62ppm _v) >200bar 35 mg/m ³ (44ppm _v) Low pressure: RH ideally 50% to 60%
Oil	0.1 mg/m ³
Solid particles	0.5 mg/m ³ for particles >5 µm
Odour	None
Volatile hydrocarbons excluding methane	5 ppm _v
Methane	25 ppm _v
Hydrogen sulphide	1 ppm _v
Sulphur dioxide	1 ppm _v
Oxides of nitrogen	2 ppm _v

(Ref: ECHM Book of Experts Reports, Section 5.1, Table 6: Proposed contaminant units for compressed air).

5.3.5 Oxygen banks and Oxygen installations

Pressurised oxygen can cause a serious fire or an explosion, but can be used safely if stored and handled correctly. Any gas mixture containing more than 25% oxygen by volume should be handled like pure oxygen.

Any components used in plant which is intended to be exposed to high partial pressures of oxygen will need to be cleaned of hydrocarbons to avoid explosions. Formal cleaning procedures for such equipment must be specified by the diving contractor, together with documentary evidence that such procedures have been followed.

5.3.5.1 Oxygen hoses

The use of hoses for oxygen in lieu of piping shall be kept to a minimum. Hoses and associated fittings shall be constructed of material that is compatible with oxygen at the operating pressure and temperature.

5.3.5.2 Flow velocity

High flow velocities of oxygen through hoses shall be such that the differential pressure along a hose does not exceed 700 kPa (7 bar)

5.3.5.3 Valves

Quick-opening valves such as ball valves should not be used in oxygen systems where the pressure exceeds 700 kPa (7 bar)

5.3.5.4 Oxygen storage area

An area where oxygen is stored shall be

- adequately ventilated;
- properly identified with warning signs;
- kept clean and located as far as practical from combustible materials.

5.3.6 Chambers

All chambers used under this code shall be of a twin-lock configuration and have sufficient space available to treat all the ill or injured divers in an emergency, with at least one ill diver lying in the horizontal position.

5.3.6.1 Availability of recompression chambers

A recompression chamber is required at the dive site whenever any one of the following conditions is present:

- diving takes place at a depth exceeding fifty metres; or
- decompression stops are required as part of the dive; or
- a functional facility for recompression of a diver is not available within two hours; or
- the diving project is an offshore operation

Whenever an on-site recompression chamber is not required in terms of the previous paragraph, arrangements must be made to ensure that all divers could receive recompression therapy within two hours from the time when the need for recompression is identified.

The diving contractor must identify the location of the nearest diving or hyperbaric chamber appropriate for the depth at which the diving operations are to be carried out and make sure it is within two hours travelling time by available transport from the dive site to the diving chamber. The diving contractor will confirm that the decompression facility is in a safe and operational state.

5.3.6.2 Operation of chambers

Diving chambers may only be operated by persons with the appropriate qualification and competence.

Chamber operators must be available while diving operations are in progress and they must remain on duty at the chamber while the chamber is in use.

Chambers must only be operated using appropriate published or proprietary diving or treatment tables. The tables to be used must be contained in the operations manual and be available at the chamber.

Whenever deviation from treatment tables is contemplated, it should be accompanied by appropriate instructions provided by the level 2 Designated Medical Practitioner and approved by the diving contractor. If such instructions are given telephonically it should be co-signed by at least two individuals.

5.3.7 Electrical power

5.3.7.1 Primary electrical power source

The diving contractor shall ensure that the primary source of electrical power for the diving system complies with the relevant regulations.

5.3.7.2 Alternative power sources

The diving contractor shall ensure that there is a secondary source of power for the diving system in the event of failure of the primary source. The second power source shall be capable of meeting the requirements of the diving system. This may include the following when applicable:

- being rapidly brought online;
- operating the handling system;

- heating the diving plant and equipment, including providing heat for a diver(s) in water;
- sustaining life-support systems for compression chambers and any diver in the water;
- illuminating the work site of divers and the interior of compression chambers, dive stations, etc.; and
- operating communication and monitoring systems.

5.3.7.3 Electricity used underwater

Divers, and others in the dive team, may be required to work with equipment carrying electric currents, which present the risk of electric shock and burning. The diving contractor shall ensure that the equipment and procedures do not endanger the health and safety of any person.

Recharging lead-acid batteries generates hydrogen that can provide an explosion hazard in confined spaces. Care will need to be taken to provide adequate ventilation.

5.4 Safety equipment

5.4.1 Lifelines

A lifeline system shall

- have a breaking strength of no less than 5 kN
- incorporate a strength member that is no less than 8 mm in diameter;
- be of sufficient length for the intended diving activities;
- be free of knots and splices;
- be secured to the diver's safety harness by means of a screw-gate carabiner;
- be secured at the surface to a safe point of anchorage; and
- be tended at all times while attached to the diver by a competent diver's tender.

The above are recommended minimum requirements. The HIRA should determine if a higher strength lifeline system is needed in order to ensure the security of the diver (e.g., potential pressure differentials, strong underwater currents, underwater encumbrances, etc.), or if a larger diameter is desirable to improve handling by the surface team.

In order for the lifeline system to have a rated breaking strength of 5kN, it is necessary that all loaded components (lifeline, connecting components, and harness) be rated to at least this breaking strength.

5.4.2 Shot-lines

A shot line is a weighted line with a surface float used to guide the diver between the surface and the bottom and as a tangible reference for speed of ascent and descent. As such the weight must be sufficient to prevent the divers on the line from lifting it off the bottom and the float must have sufficient buoyancy to prevent the weight of the divers dragging it below the surface if their buoyancy control is compromised. The line must be thick enough to offer a comfortable grip to allow a diver to remain in place for decompression stops, and for the surface team to comfortably deploy and recover the shot-line. A diameter of 15 to 25mm is recommended unless there is a good reason to deviate.

Additional weight or an anchor may be desirable to prevent drift.

A shot line must be used when the diver is not lowered to the underwater working place by means of a diving bell or similar device, unless the use of a shot line is impractical.

Whenever a shot line is not used, a boat must be kept ready for rescue purposes if the possibility exists that the diver may surface away from the control point in the course of a dive. Special consideration must be given when more than one diver may surface away from the control point.

5.4.3 Buddy lines

A buddy line is used for securely connecting two divers to each other during a dive.

Buddy lines must conform to the following standards:

- Not exceed a length of five meters; and
- Have a breaking strength of at least 5 kN
- Must not encumber the diver's hands
- Must be possible to disconnect under tension, either by a reliable release mechanism or by cutting with the diver's knife. The diver should be able to reach the line to cut or release it with either hand.

5.4.4 Depth measuring devices

All divers must use depth measuring devices, provided that surface-supplied divers' diving depth must be measured by pneumofathometer from the surface.

5.4.5 Communications

Effective communications are essential to ensure that all personnel directly involved in operations are made fully aware of the work being undertaken and that during operations all parties are kept aware of the status of any unusual situation.

Communications between the diving team and any other relevant personnel (such as marine crew) are important to the safe and efficient operation.

5.4.5.1 Language during operations

In an emergency, personnel tend to revert to their own language. If team members do not speak the same language, this can cause an obvious hazard. The dive plan should state the language to be used during the project, and all team members will need to be able to speak to each other fluently and clearly at all times, particularly during emergencies.

5.4.5.2 Communications between supervisor and divers

The diving contractor must provide an effective means of direct, two-way communication between the divers and the diving supervisor of a diving operation. Where voice communications are required, the following shall be provided:

- a diver voice communication system adequate to enable the diver's breathing to be clearly heard at all times;
- a suitable means of voice-unscrambling when breathing mixtures containing helium or other gases that significantly distort sound transmission are being used; and
- a system for recording voice communications.

In addition to the primary communication system between the diver and the diving supervisor, an emergency signal system shall also be in effect.

All voice communications should be recorded, and the recording kept for a period of at least 48 hours. If an incident occurs during the dive, the communication record must be retained for any subsequent investigation. All such voice recordings must be made available to an inspector for inspection purposes.

5.4.5.3 Communications between supervisor and persons other than the divers

The diving contractor must ensure that an effective means of communication is in place between the diving supervisor and any other person that may assist in the diving operation, e.g. winch operators, crane operators, ROV supervisors, etc.

To ensure effective communication, the diving team should have access to the communications system and services of any installation or vessel on which operations are based. This includes all available media, e.g. word of mouth, reports, telephone, telex, fax, radio, etc.

5.4.5.4 Communications with Designated Medical Practitioners

Communication with the level 2 Designated Medical Practitioner may be needed in the course of a diving operation, especially in the case of an accident or other medical emergency. The diving contractor must lay down clear protocols and procedures in the operations manual in consultation with the Designated Medical Practitioner. Care should be taken to ensure that medical information is provided to the dive team when needed.

5.4.6 Diving stages and wet diving bells

A wet diving bell (also called an "open bell") is a compartment at ambient pressure by means of which the divers can be transported to and from the underwater work site, which allows the divers to access the surrounding environment and which is capable of being used as a refuge during diving operations.

A basket or wet bell, used in support of surface-supplied diving, needs to be able to carry at least two divers in an un-cramped position. It must be fitted with a chain or gate at the entry and exit point to prevent the divers falling out, and with suitable hand holds for the divers. Additional lifting points should be fitted to permit emergency recovery of the diving basket or wet bell.

Diving with closed diving bells is covered in the Offshore Code of Practice.

5.4.7 Man-riding Launch and Recovery Systems (LARS)

Because of the variety of diving systems, support locations and deployment systems, it is not possible to define every launch / recovery procedure.

A safe launch/ recovery procedure must exist and it should be understood by all members of both the diving team and any other support crews. The procedure should progress in smooth, logical steps and be designed so that all personnel involved in the operation are fully aware of the situation at all times.

Particular safety standards will need to be applied when using lifting equipment to carry personnel, because serious injury may result from falling. Such handling systems should be designed with a suitable minimum safety factor on the load.

Alternative design factors may be considered if based on detailed analysis, such as computer modelling, etc.

The device used to lower the diver(s) into the water shall remain available throughout the dive for the immediate recovery of the diver in the event of an emergency if required.

The person responsible for giving directions to the operator in charge of the hoisting device shall be identified in the dive plan (this is usually given either by the diver, the diver's tender, or the diving supervisor). The signal to stop may be given by anyone.

All lifting equipment should be examined by a competent person before the equipment is used for the first time, after installation at another site and after any major alteration or repair. Regular examination every six months is also recommended. Any additional testing specified should be at the discretion of the competent person.

Any lifting cable or wire should be provided with a test certificate confirming its Safe Working Load (SWL). The SWL should never be exceeded during operations and should include the deployment device, the number of divers to be deployed (with all their equipment) and any components that hang from the lifting cable (including cable weight in air). The condition and integrity of the cable should be checked at six monthly intervals, or more frequently as circumstances dictate.

The lifting and lowering winch should be rated by the manufacturer for a safe working load at least equal to the weight of the deployment device plus divers in air plus any additional components. An overload test of the winch's lifting and braking capacity should be undertaken after:

- All permanent base fixings are in place;
- NDT on relevant welds have been completed;
- After initial installation and thereafter, after each subsequent installation.

5.4.7.1 Winches

Both hydraulic and pneumatic winches will need suitable braking systems, providing primary and secondary protection. They are not to be fitted with a pawl and ratchet gear in which the pawl has to be disengaged before lowering.

5.4.7.2 Lift wires

Particular selection criteria will need to be used for man-carrying lift wires, including wires intended for secondary or back-up lifting. These wires will need to have a suitable safety factor, be non-rotating, and be as compact as possible to minimise the space requirements of their operating winches.

6 Task related equipment

6.1.1 High-pressure water jetting and LP abrasive cleaning

Even an apparently minor accident with this equipment has the potential to cause a serious internal injury to the diver. A dive plan that includes the use of such units will therefore also need to include safe operating procedures that will need to be followed.

6.1.2 Lift bags

The use of lift bags under water can be hazardous. The dive plan will need to include ways to prevent the uncontrolled ascent of a load. Good practice established by the industry will need to be followed.

6.1.3 Abrasive cutting discs

The dive plan will need to address the risk of abrasive cutting discs breaking during use under water. In particular, the adhesive used in these discs tends to degrade in water. The plan will need to ensure that only dry discs not previously exposed to water are used, and that only enough discs for each dive are taken under water at any one time.

6.1.4 Oxy-arc cutting and burning operations

There are inherent hazards in the use of oxy-arc cutting and burning techniques under water, including explosions from trapped gases, trapping of divers by items after cutting, etc. Guidance on this subject exists. The dive plan will need to include precise instructions regarding the operating procedures. Procedures which eliminate blowback, etc. will need to be employed.

6.1.5 Equipment – General

6.1.5.1 Equipment register

An equipment register should be maintained at the worksite, with copies of all relevant certificates of examination and test. It should contain any relevant additional information, such as details of the materials used to construct diving bells and surface compression chambers. It should also contain details of any applicable design limitations, for example, maximum weather conditions for use, if applicable.

6.1.5.2 Suitability of equipment

The diving contractor will need to be satisfied that the equipment provided for the diving project is suitable for the use to which it will be put, in all reasonably foreseeable circumstances on that project. Suitability can be assessed by means of evaluation by a competent person, clear instructions or statements from the manufacturer or supplier, physical testing, or previous use in similar circumstances.

New, or innovative, equipment must be considered for safety and fitness for purpose, but should not be discounted only because it has not been used before. Single-point failure consequences, both for the equipment components and for operating procedures, must be considered in the HIRA

6.1.5.3 Certification of equipment

The standards and codes used to examine, test and certify plant and equipment, and the requirements of those who are competent to carry out such examinations, tests and certification,

must be followed. Suitable certificates (or copies) will need to be provided at the worksite for inspection.

6.1.5.4 Maintenance and testing of diving equipment

Diving plant and equipment is used under extreme conditions, including frequent immersion in salt water. It therefore requires regular inspection, maintenance and testing to ensure it is fit for use, e.g. that it is not damaged or suffering from deterioration.

6.1.5.4.1 Periodic examination, testing and certification

Detailed guidance exists (Specific regulations, SANS codes, IMCA codes, manufacturer's guidelines, etc.) on the frequency and extent of inspection and testing required of all items of equipment used in a diving project, together with the levels of competence required of those carrying out the work.

6.1.5.4.2 Planned maintenance system

The diving contractor must establish a system of planned maintenance for plant and equipment.

Such a system may be based on either passage of time or amount of use, but ideally will be based on a combination of both. For each major unit, the system should identify the frequency with which each task is to be undertaken and who should do the maintenance work. The responsible technician will then need to provide and file a record of the maintenance work.

6.1.5.4.3 Maintenance of cylinders used underwater

Divers' emergency gas supply cylinders (bail-out bottles) and cylinders used underwater for back-up supplies on diving bells and baskets can suffer from accelerated corrosion. Particular care will need to be taken to ensure that they are regularly examined and maintained. Cylinders used underwater should be tested in accordance with the requirements for Scuba cylinders as detailed in SANS 10019, and should be internally inspected for the presence of water if there is sufficient reason to suspect such contamination.

6.1.5.4.4 Lifting equipment design, periodic test and examination requirements

All lifting gear, such as sheaves, rings, shackles and pins should have test certificates when supplied and be examined at six monthly intervals thereafter. The certificates should show the SWL and the results of load tests undertaken on the components to 2 x SWL.

6.1.5.4.5 Maintenance of bell and basket lift wires

Frequent immersion in salt water, shock loading from waves, passing over multiple sheaves, etc., can cause wear and deterioration to the lift wires of diving bells and baskets if they are not properly maintained. Specialised advice on maintenance exists, and will need to be followed to ensure that wires remain fit for purpose.

6.1.5.4.6 Maintenance of lift bags

Manufacturers' maintenance instructions and testing requirements will need to be followed.

6.1.5.4.7 Maintenance and testing of chambers

Details regarding the maintenance and testing of chambers is contained in other Regulations under the Act.

6.1.5.4.8 Testing immediately before use

All diving equipment used must be checked and tested by the dive team before use so as to determine whether it is in good working order.

6.1.5.4.9 Additional diver's equipment requirements

In addition to the required working equipment of the divers, the following accessories and equipment must also be provided:

- diver's location indicator devices, e.g., rescue beacons or strobes, where SCUBA diving operations are to be carried out during the hours of darkness; and
- a dive knife.
- a diving harness, complete with lifting ring, worn by each diver.

Immediately before each dive, the diver shall check that all his required equipment is present; such equipment is properly fastened in place; and all his apparatus is functioning properly. Before descent, the same check shall be conducted in the water.

6.1.5.4.10 Surface control point equipment

When diving is in progress, a surface control point shall be equipped, as a minimum, with the following equipment:

- if SCUBA is being used, then one complete spare set of underwater breathing apparatus with fully charged cylinders for emergency purposes;
- one weighted shotline, of sufficient length to reach the bottom at the maximum depth of the work area;
- a first-aid kit appropriate for the size of the work crew and work location;
- one set of decompression tables, appropriate for the depth range and breathing gas in use;
- therapeutic oxygen and administration equipment;
- an adequate two-way communication system connecting the dive site with medical assistance;
- adequate means to facilitate the entry and exit of divers to and from the water;
- adequate means to facilitate the immediate removal from the water of an unconscious diver;
- such other equipment as may be needed to ensure safe operations

7 Control of diving operations

The diving contractor shall maintain strict control over all diving operations and ensure that all the aspects listed in this Code of Practice are in place and complied with.

7.1 Decompression schedules

Diving operations shall be carried out in strict accordance with appropriate published or proprietary decompression tables and procedures acceptable to normal commercial diving industry practice.

All the decompression schedules used during a dive must be available at the dive site. These must be appropriate for the gas mixture being used.

Before diving commences, the maximum bottom time of the dive, the specific decompression schedule and the diving technique to be used during the diving operation must be made known to and be understood by the dive team.

7.2 Discipline

Good discipline must continuously be maintained during the diving operation to ensure that the diving project is carried out safely. The diving project must be carried out strictly in accordance with the manner planned by the diving supervisor and the bottom time and decompression schedules chosen before the dive must be strictly adhered to.

7.3 Warning signals and worksite identification

Appropriate warning signals must be given and the appropriate warning signs must be prominently displayed while the diving operation is in progress.

The warning devices shall be displayed as follows:

- buoys, shapes, flags, lights, lamps, or flares need to define the limits to be kept clear of by any equipment not connected to the diving operation; and
- in navigable waters: flags, shapes and lights shall be used in accordance with the requirements of the International Maritime Organisation and the South African Maritime Safety Authority.

These flags, shapes or signals employed for work site identification shall be removed after completion of the diving operation.

8 Personnel

8.1 Training and competence - General

Only four classes of diver are permitted to work under the scope of this code, namely Class IV, Class III, Class II and Class I. The minimum level of training of personnel committed to work under the scope of this code includes

- Successful completion of a Department of Labour approved training course, or
- Previous training that is approved by the Department of Labour

Any person taking part in a diving operation must have the necessary competence and training prior to engaging in diving work and be fully conversant with the machinery, tools and equipment used during the diving project.

No diver is allowed to dive to a depth greater than that for which he or she is qualified.

8.1.1 Competence

To work safely, efficiently and as a member of a team, personnel need to have a basic level of competence for the task they are being asked to carry out. Competence may not be the same as qualification. A person who has a particular qualification, such as a diver training certificate, should have a certain level of competence in that area but the diving contractor and the diving supervisor will need to satisfy themselves that the person has the necessary competence to perform the

specific task required during the particular diving operation. This will normally mean establishing that the person has had sufficient training coupled with experience. The various members of the diving team will require different levels and types of competence

Competence in diving skills is implied by the diver certification level held.

Competence in work skills may to some extent be implied by diver certification, but there are many specialised work skills which are not implied by diver certification. These must either be provided by additional training and certification, or on the job.

The diver is responsible for informing the supervisor of his or her actual experience, supporting this with evidence of logbook and certification.

8.1.1.1 Diving supervisors (see also 3.4 for organisational responsibilities of the supervisor)

There is only one person who can appoint a supervisor for a diving operation and that is the Diving contractor. The supervisor should be appointed in writing.

The diving contractor shall ensure that the diving supervisor is competent to fulfil the duties and responsibilities of the supervisor as contemplated in Section 3

The Diving contractor should consider a number of factors when appointing a supervisor. Regarding qualifications, it is relatively simple to establish if a person is suitably qualified to act as a Supervisor and any person being considered for appointment as a supervisor will need to be in possession of the relevant certificate.

If a diving operation is being planned, which does not fall clearly in to the areas normally undertaken by that Diving contractor, then detailed consideration will need to be given to the most suitable qualification for the supervisors to be selected.

Clearly the issue of competence is more subjective and the diving contractor needs to consider the operations being planned and the competence of any individual being considered for appointment as a supervisor.

The possession of the necessary qualification does not in itself demonstrate competence for any specific operation. The Diving contractor will need to consider the details of the planned operation, such as the complexity of the part of the operation the person is going to supervise, the equipment and facilities which will be available to the supervisor, the risks which the supervisor and divers may be exposed to and the support which would be available to the supervisor in an emergency. After such consideration, a decision will need to be made whether one supervisor can be responsible for all that is intended or whether more supervision is required.

Relevant previous experience supervising similar operations will demonstrate a suitable level of competence however if this has been gained with a different diving contractor then checks should be made to establish the veracity of the claimed experience. For this purpose the log book maintained by the supervisor can be consulted and if necessary, the details checked with previous diving contractors.

If relevant previous supervisory experience of similar operations cannot be demonstrated, due to unique features of the planned operation, or to the limited previous experience of the individual being considered, then the diving contractor should assess the relevant information available, consider the possible risks involved and make a decision as to the competence of the individual concerned.

It is possible that in the future, particularly on very large operations, a diving contractor may wish to appoint individuals as supervisors for parts of the operation, which do not fall neatly in to the categories identified above. In such a case the diving contractor will need to consider the most suitable qualifications available and in particular establish the competence of the individual for that position.

8.1.1.2 Diver (see also 3.5 for organizational responsibilities of the divers)

Before commencing diving, the diving supervisor shall ensure that the diver is competent to perform the task required. This could be done by scrutinizing the contents of the diver's logbook, or previous experience of working with the diver. If competency cannot be assured, the diver should be accompanied by another diver that is competent and who can act as the lead diver for that dive.

Only holders of South African Class IV, III, II and I qualifications and mutually recognised equivalents are allowed to work under this code. All divers at work should hold a diving qualification suitable for the work they intend to undertake. They will need to have the original certificate in their possession at the site of the diving project - copies should not be accepted.

Persons entering a chamber, under pressure, must possess a suitable qualification to do so; except for medical personnel entering a chamber during an emergency.

Competence is required of a diver in several different areas simultaneously:

- The diver will need to be competent to use the diving techniques being employed. This includes breathing gas, personal equipment and deployment equipment.
- They will need to be competent to work in the environmental conditions. This will include wave action, visibility and current effects.
- They will need to be competent to use any tools or equipment they need during the course of the dive.
- They will need to be competent to carry out the tasks required of them. This will normally require them to understand why they are doing certain things and how their actions may affect others. Even tasks which are apparently very simple, such as moving sandbags underwater, require a degree of competence, both to ensure that the pile of sandbags created is correct from an engineering viewpoint and also to ensure that the diver lifts and handles the bags in such a way that they do not injure themselves.

Care should be taken to ensure that a diver is not claiming or exaggerating experience in order to obtain work or appear knowledgeable to their superiors. If there is any doubt about the validity of experience then the individual should be questioned in detail to establish their exact level of knowledge.

It should be recognised that inexperienced divers are required to gain competence in a work situation and it is correct to allow this provided it is recognised by the other members of the team

that the individual is in the process of gaining experience and competence. In such a case it would be expected that the other team members and particularly the supervisor, would pay particular attention to supporting the person gaining competence.

The Standby diver must be competent to perform a rescue in the reasonably foreseeable emergencies contemplated by the dive plan and associated HIRA, contingency and emergency plans for the diving operation.

8.1.1.3 Tender

Tenders are there to help the divers. They should therefore be competent to provide the level of assistance that the diver expects and needs.

Competence is required of tenders in that:

- They should understand the diving techniques being used. Including a detailed knowledge of the emergency and contingency plans.
- They will need to be familiar with the diver's personal equipment.
- They should understand the method of deployment being used and all of the actions expected of them in an emergency.
- They should understand the ways in which their actions can affect the diver.

8.1.1.4 Chamber operators

Chambers must only be operated by persons who are qualified and competent to do so.

Persons who are qualified as class II or class I divers are qualified to operate chambers. Other persons must hold a chamber operator's certificate as specified in the Regulations.

8.1.1.5 Chamber attendants

Whenever persons enter a diving chamber there will be at least one person, who may be the only diver in the chamber, who must know how to operate valves on the inside, as well as be intimately familiar with the emergency procedures.

If only one person is inside the chamber, there will be another standby diver available to enter the chamber in case of an emergency.

8.1.1.6 Surface crew/riggers

Divers rely heavily on the support given to them from the surface by the surface crew. The actions of the people on the surface can have a major impact on the safety and efficiency of the work being carried out under water.

The surface crew will need to have competence in a number of areas:

- They will need to understand and be familiar with good rigging practice. This will include relevant knots, slinging, correct use of shackles etc.
- They will need to be familiar with safe working loads and safety factors.
- They should understand the task that the diver is being asked to carry out under water
- They should understand the limitations of a diver in relation to the work they can carry out. For example they will need to understand that a diver cannot normally lift an item underwater which it took two men to carry on the surface.

- They should understand the various ways in which equipment can be prepared on the surface to ease the task of the diver underwater.

Often the surface crew will be made up in large part of experienced divers who are not actually diving. In such a case competence can be established quickly. In most cases it will be necessary for the diving supervisor, or someone acting on his behalf, to give at least a short explanation to the surface crew prior to each job, such that competence is assured.

With a larger surface crew it will not be necessary for all members of the crew to have the same level of competence, provided they are closely overseen by a competent and experienced person.

8.2 Training and competence – Rescue and first aid

The diving contractor must ensure that adequate medical support, with competencies appropriate to the diving environment, is available at all times to deal with an emergency situation. Medical support should be available to the diver from the time of injury until the diver receives appropriate medical care. The hazard identification and risk assessment should guide the diving contractor in this respect.

Generally speaking, the following should be in place:

Any diver that is not able to help himself in an emergency should be rescued. This is usually done by a fellow diver or the standby diver. This means that all divers should be in possession of an in-date first aid qualification and be competent in standard diving rescue techniques. The standby diver must be in immediate readiness to dive and shall remain on duty at the control point on the surface of the water during the diving operation. When diving with a wet bell or similar equipment, the standby diver (bellman) must descend in the bell and must remain in the bell so as to be able to immediately render assistance to the diver working from the bell.

Diving supervisors should have an in-date first aid qualification and be able to take over and manage the diving emergency appropriately and have competency in doing a basic cardio-respiratory and field-neurological examination and consult with a Designated Medical Practitioner.

The diving supervisor should be in contact with the Designated Medical Practitioner in the case of a diving accident to ensure that optimal treatment of any condition is given to the injured diver.

8.3 Training and competence – Safety and technical

It is necessary that diving contractors ensure that their personnel receive safety and technical training in order to allow them to work safely and in line with any relevant legislation, or to meet specific contractual conditions or requirements.

Safety Training may include the following:

- training that is required in terms of any other regulation or legislative document
- courses on first aid or survival or fire-fighting specific to the premises of the client (e.g. induction courses)
- task-specific safety training outlining any special hazards associated with the tasks being worked performed (as identified in the HIRA)
- Refresher training at regular intervals.

8.4 Number of personnel and team size

The diving contractor will need to specify the size of team based on the details of the project and as specified in the diving regulations. For safe operation, this may need to include additional surface support personnel and other management or technical support personnel.

The diving contractor will normally need to provide a sufficient number of competent and qualified personnel to operate all the equipment and to provide support functions to the diving team, rather than relying on personnel provided by others for assistance.

If personnel who are not employed by the diving contractor are to be used in the diving team for any reason they will need to be carefully considered for competence and suitability before being included. Such personnel can create a hazard to themselves and others if they lack familiarity with the contractor's procedures, rules and equipment.

The team size and composition must always be sufficient to enable the diving operation to be conducted safely and effectively. This means that a number of eventualities should be considered when deciding team size and make-up including the following:

- Type of task
- Type of equipment (SCUBA, surface supplied, etc.)
- Deployment method.
- Location.
- Water depth
- Handling of any foreseeable emergency situations.

The overriding factor must always be the safety of personnel during operation and maintenance. It is the absolute responsibility of the diving contractor to provide a well-balanced, competent team of sufficient numbers to ensure safety at all times.

When a dive is taking place, either a diving supervisor will need to be in control of the operation at all times. For large projects, more than one supervisor may be needed on duty. Each supervisor will only be able to provide adequate supervision of a defined area of operations, including dealing with foreseeable contingencies or emergencies.

For umbilicals that are tended from the surface, at least one tender is required for every two divers if the maximum depth of diving does not exceed 30 meters. Whenever diving exceeds 30 meters, at least one tender is required for each diver in the water.

A standby diver will need to be in immediate readiness to provide any necessary assistance to the diver, whenever a diver is in the water. The standby diver will need to be dressed to enter the water, but need not wear a mask or helmet. This equipment however, needs to be immediately on hand. A standby diver should not act as a diving tender without another tender, who is not the supervisor, being available to take over these duties.

There will need to be one standby diver for every two divers in the water. The standby diver will remain on the surface.

With regard to safe working practices, a single person should not work alone when dealing with:

- High voltage
- Heavy lifts
- High pressure machinery
- Potential fire hazards - welding, burning
- Dangerous fumes, etc.

On large projects, dedicated personnel may be required to provide overall management and control. These personnel are often called senior supervisors or diving superintendents

8.5 Readiness and availability of personnel

All personnel required for the diving operation must be ready and available before the dive commences. This includes personnel who may be on call and available telephonically (e.g. Designated Medical Practitioners)

8.6 In-date personnel

Only personnel that are in-date may take part in diving operations. If a person is not in date, the diving contractor must ensure that the person receives appropriate training and supervision.

8.6.1 In-date divers

Divers are considered to be in-date when they have a valid diving medical certificate as required in the Regulations, which certifies that the diver is fit to dive and the diver has participated in an in-water diving operation of not less than 30 minutes' duration in the previous six months

9 Medical

9.1 Designated Medical Practitioners

Not all medical practitioners and medical specialists are able to render general and emergency medical care to injured divers. Medical practitioners should thus receive additional training and have adequate experience to render medical support to diving operations.

Some medical practitioners have had additional training that enables them to examine divers regarding their fitness to dive. All of these medical practitioners are designated in terms of the Regulations as level 1 Designated Medical Practitioners. These designated medical practitioners are however not competent in providing medical support to diving operations.

Some Designated Medical Practitioners, because of additional training and experience, are able to render medical support to diving operations. All of these medical practitioners are designated in terms of the Regulations as level 2 designated medical practitioners. These medical practitioners are able to perform diving medical examinations on divers AND advise on the emergency treatment of divers, as well as on recompression therapy for diving accidents.

- Level 2 (air) designated medical practitioners can render operational support to all diving operations involving class VI, V, IV, III divers. They can also provide support for diving operations using class II (air) divers. They may not provide operational diving medical support for class II (mixed gas) and class I divers.

- Level 2 (mixed gas) designated medical practitioners can, in addition to the above, also provide operational medical support for diving operations involving class II (mixed gas) and class I divers.

The designation of all medical practitioners lapse after a period of four years, unless the designated medical practitioner attends refresher training prior to expiry of the designation.

All diving operations should secure the medical support of a designated medical practitioner that is competent to do so.

9.2 Occupational Health Personnel

Not all health practitioners are able to render occupational health care. Additional training and registration is required to perform these functions. Certain regulations under the Act require that specific work-related medical functions be performed by practitioners who have undergone such training and who are appropriately registered. The legal definition of these practitioners is contained in the Occupational Health and Safety Act.

9.2.1 Occupational Health Practitioners

Practitioners registered as nurses, doctors or specialists can undergo training in occupational health that enables them to register as “occupational health practitioners”. This is thus a general term that includes all these practitioners. All such practitioners are registered – either as occupational health nursing practitioners or as occupational medicine practitioners or as occupational medicine specialists. Certain medical functions may be performed by occupational health practitioners (these are then usually performed by nursing practitioners). Certain functions are however legally required to be performed by occupational medicine practitioners (doctors).

9.2.2 Occupational Medicine Practitioners

Occupational Medicine Practitioners are General Medical Practitioners (GPs) and Medical Specialists who have undergone additional training in occupational health and are registered as occupational medicine practitioners.

9.2.3 Occupational Medicine Specialists

These are occupational medicine practitioners who have undergone specialist training in occupational medicine. They are registered as occupational medicine specialists and have advanced knowledge on occupational medicine matters.

9.2.4 Occupational Health Advice and Support

Not all occupational health practitioners are able to provide occupational health support for diving projects. Occupational Health Practitioners that do not have appropriate knowledge and experience in providing such support in the hyperbaric environment should consult with a level 2 designated medical practitioner or a colleague experienced in hyperbaric work. The following considerations are worth mentioning:

- The Occupational Exposure Limits (as contained in the Regulations for Hazardous Chemical Substances) need significant adjustment and cannot be applied “as is”.

- The increase in environmental pressure acts as an additional risk factor, which necessitates it being considered as part of “mixed exposures”. The effect is in some cases additive and in others synergistic.
- Significant physiological changes in the cardiovascular, respiratory and other systems of the body significantly changes a number of toxicological principles, which should be taken into account. The absorption, distribution, metabolism and elimination of almost all substances are changed.
- Some exposures are extremely difficult (if not impossible) to model (e.g. noise exposure: sound conduction is different in different fluids that divers are diving in; increase in pressure has an effect on sound conduction; the middle ear space may be filled with compressed gas or with gas other than air; the external ear canal may be filled with fluid – thus splinting the tympanic membrane, etc.)
- Specific diving injuries and diseases are listed as occupational diseases. A thorough knowledge of these is needed.

The diving contractor should only use occupational health practitioners that are competent to provide such services in the diving environment. The ideal is a designated medical practitioner who is also registered as an occupational medicine practitioner or occupational medicine specialist.

9.3 Medical certification

9.3.1 Fitness to dive certification

A diver shall not be permitted to dive unless a he has a valid diving medical certificate signed by a Designated Medical Practitioner, and the certificate includes all the aspects listed in the Regulations. This examination should be performed every 12 months, or more frequently as determined by the examining Designated Medical Practitioner.

If the medical examination is carried out during the last 30 days of the validity of the preceding medical then the start date of the new certificate will be the expiry date of the old certificate.

9.3.2 Additional fitness to dive requirements

Additional risks (as determined by the HIRA) may necessitate additional medical examinations. The level 2 Designated Medical Practitioner should scrutinize all medical examinations of the company divers to ensure all the relevant examinations were performed. If such Designated Medical Practitioner did not perform the examinations himself, this may require consultation with the other Designated Medical Practitioner who has performed the initial fitness evaluation. These additional tests will then be performed when needed. Such additional requirements (if any) and the specific fitness requirements should be listed in a specific medical section in the operations manual.

9.3.3 Occupational Health requirements

Exposure to specific occupational health risks may require even further examinations in terms of other regulations. Many of these examinations must be performed by an occupational health practitioner or an occupational medicine practitioner and a Designated Medical Practitioner who does not have this qualification is not legally allowed to perform the examinations himself. An additional certificate (issued by the occupational health practitioner or occupational medicine practitioner) should then be provided.

9.3.4 Medical certificates from international diving doctors

Some divers may have completed a diving medical examination internationally before diving in South Africa. The level 2 Designated Medical Practitioner must scrutinize all these medical examinations and perform any additional examinations that are required in terms of local conditions, regulations and specific workplace risks.

Not all of these investigations need to be repeated, provided that the level 2 Designated Medical Practitioner has ascertained that:

- the examinations pertain to that specific diver (verified by a signature of the examiner AND the diver on all examinations)
- the examinations were performed by an appropriate medical practitioner
- the examinations comply with appropriate quality and validity requirements
- Any X-ray examinations must be accompanied by the original X-ray plates OR a report issued by a specialist radiologist.
- The physical examination shall always be repeated.

The level 2 DMP may then issue a valid medical certificate based on these examinations and those additional examinations that may be needed. Clear procedures in the operations manual will provide transparency.

9.3.5 Extensions of fitness

The fitness of a diver for diving work is certified for a maximum of 12 months. This period may however be shortened for specific reasons (e.g. 3-monthly follow-up of blood pressure) at the discretion of the examining Designated Medical Practitioner. The Designated Medical Practitioner that has provided this restriction in the duration of fitness may extend this fitness if based on good medical principles and the initial concerns were adequately addressed. This may, for instance, happen after discussions between the level 2 Designated Medical Practitioner and the Designated Medical Practitioner initially performing the examination and issuing the restriction.

No medical certificate may be extended beyond the maximum period of 12 months. Divers that are planning to work in the period close to expiry of their medical certification, should ensure that they submit for a medical examination prior to leaving on such diving project, or alternatively ensure that they can obtain a diving medical examination prior to the expiry thereof.

9.3.6 Appeal against fitness decisions

All persons found unfit for diving, or fit with a restriction, may appeal such a decision if he or she feels there is a reason providing sufficient grounds for such an appeal. The appeal procedures are clearly explained in the Regulations.

Before appealing against the decision, it is advisable to discuss the decision with the Designated Medical Practitioner – especially the level 2 Designated Medical Practitioner. The reason for the unfitness or restricted fitness should be explained in plain language to the person concerned, including the explanation of results of investigations that the decision is based on. This requires designated medical practitioners to ensure that appropriate investigations are performed before a decision is made.

The appeal procedure should NOT be used to cover the costs of non-routine or expensive specialist investigations and examinations. When these are indicated, it should be performed BEFORE the diver is certified unfit or fit with restrictions. Discussion with other medical colleagues may be indicated. All Designated Medical Practitioners are advised to confirm all cases of unfitness with a colleague prior to declaring a person unfit.

An appeal should be accompanied by the medical certificate issued in terms of the examination, as well as the grounds for the appeal

9.4 Medical records

9.4.1 Records of fitness to dive examinations

The results of fitness-to-dive examinations shall be recorded in the medical file of the diver and be kept at the examining Designated Medical Practitioner in accordance with accepted medical practice prescriptions and principles. A certificate to certify the diver's fitness to dive may be provided to the diver and/ or the company, but it is essential that the particulars are entered in the logbook of the diver and stamped. Care should be taken not to divulge medical confidential information.

The level 2 Designated Medical Practitioner should request copies of these examinations (if not performed by him). This will ensure that he can provide appropriate medical support for the diving team and is intimately familiar with the medical conditions of the team. The information should be used to trend health effects related to specific risks present in the workplace. Examples of these include trending of lung function tests, hearing thresholds and blood results (e.g. Biological Exposure Indices). Many of these will need to be performed in consultation with an occupational medicine practitioner. Any abnormalities found should prompt a workplace visit and investigation, with an update of the HIRA and implementation of specific risk mitigation strategies.

9.4.2 Diving fitness registry

All designated medical practitioners performing medical examinations should forward the following information regarding examination to the Southern African Undersea and Hyperbaric Medical Association (SAUHMA):

- the date of the examination
- The period of validity of the examination
- Name of the person to whom it relates
- Passport or identity number of the person
- Whether the person is considered fit or not
- Any restrictions that may apply
- The name, address, telephone number and designation number of the designated medical practitioner who performed the medical examination

This applies to examinations for all persons covered by the diving regulations, namely divers, diving supervisors, system's technicians, instructors, etc.

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9.4.3 Records of occupational health examinations

Records of occupational health assessments shall be recorded in the medical file of the person and be kept at the office of the occupational medicine practitioner. This would include records of biological monitoring and/ or records of medical surveillance.

Some of these records must be kept for extended periods, e.g. 40 years (see other regulations). A certificate to verify the diver's fitness for work (in addition to diving fitness) must be provided to the company.

9.4.4 Records of occupational diseases

Any occupational diseases should be reported in accordance with the Compensation for Occupational Injuries and Diseases Act. The diagnosis of an occupational disease also requires a workplace investigation, update of the HIRA and implementation of specific risk mitigation strategies.

9.5 Fitness on the day of diving

Although a diver may be certified as fit to dive for a period of up to twelve months, there are a number of conditions that may render a person temporarily unfit for work on a given day or for a specific period.

9.5.1 Responsibilities of the diver

No diver shall dive if he feels that he is unfit to dive for any reason.

Divers who consider themselves unfit for any reason, e.g. fatigue, minor injury, recent medical treatment, etc., will need to inform their supervisor. Even a minor illness, such as the common cold or a dental problem, can have serious effects on a diver under pressure, and should be reported to the supervisor before the start of a dive. Supervisors should seek guidance from the diving contractor's designated medical practitioner, if there is doubt about a diver's fitness.

Divers who have suffered an incident of decompression illness will need to record details of the treatment they received in their log books. They will need to show this to the supervisor responsible for the first dive after the treatment in order that an assessment can be made of their fitness to return to diving.

9.5.2 Responsibilities of the supervisor

A diver shall not dive when, at the discretion of the diving supervisor or diver, the diver is judged incapable of functioning safely and effectively under water. The supervisor may require the diver to consult with the level 2 DMP if there is any uncertainty regarding the person's fitness to dive.

The supervisor shall specifically enquire about the fitness of each person to dive and this shall be recorded in the diving log.

Due regard shall be given to the restrictions noted on the diver's fitness on the medical certificate.

9.5.3 Fitness after illness or injury

If, on account of an illness or injury (whether diving-related or not), a person has been medically unfit to take part in a diving project for a period of fourteen days or more, the person shall not be

allowed to dive again or participate in the diving project in any way unless he or she furnishes the diving contractor with a medical certificate indicating the nature of his or her illness or injury and in which a medical practitioner certifies that he or she has recovered from such illness or injury.

Whenever the diving contractor feels that the illness or injury of the person is of such a nature as to make an examination by a designated medical practitioner desirable, such person shall not participate in diving work until a designated medical practitioner has certified that the person is again fit for diving work.

9.5.4 Fitness after decompression illness

Divers who have suffered decompression illness, including cases where the diving supervisor or the diver himself suspects that the diver has suffered decompression illness, shall not be allowed to dive again without consultation with the Level 2 Designated Medical Practitioner. If the Designated Medical Practitioner confirms a diagnosis of decompression illness, this will be reported as an occupational disease and noted in the diver's logbook. The diver may only be allowed to dive again after being passed as fit to dive by the Level 2 Designated Medical Practitioner. The following minimum times before re-assessment by the Designated Medical Practitioner are recommended:

9.5.4.1 Simple decompression illness

Divers suffering decompression illness that manifest as: limb pain only (with no motor system involvement); cutaneous (skin rash with itching, but excluding marbling of the skin); lymphatic or non-specific (persistent headache, excessive fatigue, loss of appetite, nausea, etc.):

- If the diver fully responds to a single recompression treatment, the diver may be permitted to return to diving in 24 hours. (Telephonic consultation with the designated medical practitioner may be adequate in some cases).
- If the diver does not fully respond, or if a relapse in symptoms occur, or if further recompression therapy is required, the diver may be assessed in 7 days' time.

9.5.4.2 Sensory neurological decompression illness

Neurological decompression illness involving sensation in the limbs only (excluding any spinal involvement) and with definite exclusion of motor involvement:

The diver may be assessed after 7 days following maximum recovery.

9.5.4.3 Cardiorespiratory decompression illness

Decompression illness manifesting with cardio-respiratory symptoms (commonly known as the "chokes") or with pulmonary barotrauma

The diver may be assessed after 28 days following maximum recovery

9.5.4.4 Serious neurological decompression illness

Decompression illness manifesting with serious neurological signs (motor involvement, inner ear involvement, etc)

The diver may be assessed after 28 days following maximum recovery. Specialist consultation is advised.

9.5.5 Victimization

No person reporting himself as unfit for work shall be forced to work and such a person shall not be victimized in any way. A consultation with the level 2 DMP may be required and this may in certain instances occur telephonically.

No person may victimise a diving supervisor who considers a diver unfit for diving due to indisposition, physical illness or mental infirmity and such a diver shall not be allowed to participate in the diving project without being cleared by the level 2 DMP.

9.6 Fitness screening

9.6.1 Screening before diving

Each diver shall be medically screened, at the discretion of the diving supervisor, to ensure that the diver is physically fit on a day-to-day basis. This examination may be performed by the supervisor himself, who may refer the person for further medical evaluation if needed. Such a screening examination may include the person's ability to equalize, his balance and coordination and other screening tests as prescribed by the level 2 Designated Medical Practitioner in the operations manual.

In certain high-risk areas screening for drugs of abuse should be included. This may be done at random intervals without the divers, diving supervisors or any other person involved in the diving project knowing. Such screening should however always be conducted within the guidelines and limits set in a company policy on drugs of abuse (including alcohol). Such a policy should include clear guidelines and standard procedures, including measures related to disciplinary action (when appropriate) or rehabilitation programmes and disability management (when appropriate). Labour legislation should be consulted in this regard.

9.6.2 Screening after diving

The supervisor should screen all divers after a dive and specifically enquire about any abnormal sensations or any other symptoms that may suggest decompression sickness or other injury or disease sustained during the dive. The presence or absence thereof should be clearly noted in the diving log. Any abnormalities should be reported to the level 2 Designated Medical Practitioner without delay.

9.7 Medical alert tag

A medical alert tag or bracelet, to indicate the possibility of decompression sickness or other diving illness, is recommended to be worn by each diver for at least 24 h after completing each dive. The tag should include the following statement: "This individual is a commercial diver and may need recompression therapy in a decompression chamber." The number for the level 2 designated medical practitioner, or alternatively, the Divers Alert Network should be displayed.

9.8 Medical equipment on site

A minimum amount of medical equipment will need to be at a diving site to provide first aid and medical treatment for the dive team. This minimum will depend on the type of diving and a list of the contents of the medical kit shall be compiled in conjunction with the diving contractor's level 2 DMP. The DMP will then know what equipment and supplies are available when giving advice to a

worksite. The diving contractor, in conjunction with their DMP, will need to prepare contingency plans for emergency situations.

The first aid equipment should be adequately marked to enable any person to identify the first aid kit.

A specific person should be made responsible for the first aid kit (usually the supervisor). The issue of supplies from the kit should be accompanied by an injury report and proper control of the contents needs to be maintained, including due cognizance of expiry dates thereof.

Before any dive commences, the diving contractor must ensure that the emergency equipment is ready for immediate use.

Sufficient stored quantities of medical oxygen must be available at every dive site to ensure that an emergency may be dealt with effectively. Not having enough oxygen available to manage all injured divers is not acceptable.

9.9 Other medical and physiological considerations

9.9.1 Diver Monitoring

For safety reasons, the dive plan will need to specify that supervisors need to be able to monitor divers' breathing patterns and receive verbal reports from the divers of their condition. There is no requirement to monitor the temperature, heart rate or other physiological parameters of the diver because this information will not assist the supervisors' assessment of safety.

9.9.2 Seismic Operations and Sonar Transmissions

There are inherent problems for divers who are close to seismic operations or sonar transmissions. If there is any possibility of sonar activity or seismic activity in the vicinity of a diving project, the dive plan will need to include parameters for the safety of the diver.

9.9.3 Decompression illness after diving

Divers are at risk of decompression illness (DCI) after diving. It is difficult to treat decompression illness if recompression facilities are not immediately available. The dive plan will therefore need to specify that divers remain close to suitable recompression facilities for a set time following a dive.

9.9.4 Flying after diving

The dive plan will need to state that flying is avoided for a specified time following a dive because of the decrease in pressure on the diver's body caused by increased altitude and the resultant increased risk for decompression sickness.

If transportation is required (e.g. for medical evacuation), the altitude and in-flight conditions shall be recommended by the level 2 Designated Medical Practitioner. The cabin pressure of the aircraft shall not be less than the equivalent of an altitude of 300m (approximately 1000ft) above the dive site.

9.9.5 Thermal stress

The dive plan will need to specify ways in which divers can be maintained in thermal balance because excessive heat or cold can affect their health, safety and efficiency. For example, divers may be provided with suitable passive or active heating, such as thermal undergarments and a well-fitting "dry" diving suit, or a hot-water suit. Conversely in very warm waters nothing more than cotton overalls may be required.

10 Special operational conditions

10.1 Night diving

Where a diving operation is carried out at night, a lamp or other device must be attached to the diver to indicate his or her position when he or she is on the surface.

The surface area and the bell from which the diving is taking place and the underwater working area must be illuminated well. If such illumination is undesirable, it may be switched off during the diving operation, but be immediately available in the case of an emergency.

10.2 Water intakes, discharges and differential pressure environments

Divers are vulnerable to suction or turbulence caused by water intakes and discharges. The diving contractor will need to establish with the client whether there are any underwater obstructions or hazards in the vicinity of the proposed diving project. If there are any intakes or discharges, suitable measures will need to be taken to ensure that these cannot operate while divers are in the water unless the divers are adequately protected by a suitable physical barrier. Such measures will need to be part of a work control system, such as a permit-to-work system, and could include mechanical isolation.

Underwater approaches to operating intakes, exhausts, and water-control structures shall be declared hazardous locations for diving operations. Operating intakes and exhausts include those units which do not currently function, but which are capable of being operated at any time.

Divers diving in these environments shall only use surface-supplied equipment with voice communications and be tended from a position outside the hazardous area at all times.

When practicable the free length of the umbilical should be restricted to prevent the diver from entering the hazard zone

When a diver is required to approach any underwater intake pipe, tunnel, or duct, he/she shall be provided with means to identify the intake in such a manner as to distinguish it from any other similar intake in the location.

The diver shall not approach any intake until the flow through it is stopped or controlled. Provisions shall be made so that the flow cannot be re-established until the diver leaves the water or until the diving supervisor has declared the diver clear of the location.

When the flow cannot be stopped, the safety of a diver approaching the intake shall be assessed by the determination of flow patterns using direct measurement, calculation, or other means acceptable to the diving supervisor.

10.3 Restricted surface visibility

Restricted surface visibility caused by, for example fog or driving rain may affect the safety of the operation. The dive plan should identify when operations will need to be suspended because of restricted visibility.

10.4 Underwater currents

The dive plan should consider the presence of currents and the limitations they impose on the diver's operational ability. While other parameters must also be taken into account, tide meters may provide accurate information on the tidal current at different depths and can be used to assess the diving conditions.

10.5 Diving near ROV operations

There are a number of safety considerations that need to be taken into account when divers are working with, or in the vicinity of, ROVs, and guidance is available. These considerations include entanglement of umbilicals, physical contact, electrical hazards, etc. The dive plan will need to include solutions for these hazards. For example, umbilicals could be restricted in length, and electrical trip mechanisms or guards could be employed.

If there is an ROV operation taking place in the vicinity, established communications should always exist between:

- The diving supervisor and the ROV supervisor. (When an ROV is used in a diving operation the diving supervisor has ultimate responsibility for the safety of the whole operation).
- The diver and the ROV pilot (this is normally routed through the diving supervisor).

10.6 Underwater obstructions

Diving operations can be complicated by the number of lines deployed during operations: equipment guide lines, clump weights and wires and diver's and bell umbilicals, swim lines etc. This situation is however often simplified by the level of detailed planning involved in the operation, resulting in all involved parties having a clear understanding of responsibilities and expectations.

10.7 Risks from the environment

The safe and efficient deployment and operation of divers is dependent upon suitable environmental conditions. For any given situation the combination of these conditions can be dramatically different and it is the responsibility of the diving supervisor to assess all available information before deciding to conduct, to continue or to finish diving operations. The operations manual must contain clear limits for hazards from the environment.

At no time should a diving supervisor allow contractual pressure to compromise the safety of personnel during ongoing or planned diving operations.

The following sub-sections are designed to highlight environmental aspects that affect diving operations. There is not, however, any substitute for practical experience.

10.7.1 Water depth and characteristics

Water characteristics may have a significant effect and the following factors should be taken into account when assessing the use of a diver on a given task:

- Visibility - Poor visibility can alter the effectiveness of the operation. Diving operations near or on the bottom can stir up fine grained sediment which may reduce visibility, particularly in low or zero current situations.
- Temperature - Extreme temperatures (both high and low) may affect the reliability of equipment and impose particular hazards on personnel.
- Pollutants - The presence of man-made and natural petroleum products around oil fields can cloud optical lenses and may damage plastic materials. Equally gas can affect visibility, block sound transmission and cause sudden loss of buoyancy. Special precautions should be taken to protect the divers if pollutants are present as well as protecting personnel who may handle the divers or their equipment during launch / recovery and during maintenance.
- Shallow water - Divers are very sensitive to water movement and great care has to be taken in shallow water where surge of the water can have a major effect on the ability of a diver to remain in a particular position.

10.7.2 Currents

Currents can cause considerable problems in diving operations but unfortunately it is often the case that very little quantitative data on particular current profiles is available.

Simulations and analysis can provide good indications of the effect of currents but often currents are not constant even close to the seabed. Currents vary with location and surface currents can be quickly affected by wind direction.

The use of a tide / current meter may provide information on the current strength and direction at any particular depth.

10.7.3 Sea state

The sea state can affect every stage of a diving operation.

Working from a boat or vessel in rough seas requires careful consideration.

Rough seas also require a heightened awareness of the possibility of accidents.

Rough seas increase the risk to the divers, and may make rescue operations impossible or unacceptably dangerous

10.7.4 Weather

The cost and efficiency of operations can be adversely altered by the effects of weather. While divers under water may not be directly affected by the various effects of weather, these can have an effect on diving operations in a number of different ways:

- Wind speed and direction can make the diving operation difficult.
- Rain and fog will cause a reduction in surface visibility, possibly creating a hazard at the surface.
- Bad weather can affect surface workings, particularly with adverse combinations of wind, rain, etc.;
- Hot weather can cause overheating. In particular umbilicals stored on deck are more susceptible to overheating by warm air or direct sunlight.

- Extreme heat, including direct sunlight (or cold) can cause the temperature inside deck chambers to rise (or fall) to dangerous levels. In such conditions the internal temperature should be monitored and kept at a comfortable level.
- Extreme heat (including direct sunlight) or cold can adversely affect the diver acting as standby who will be static but dressed in most of his diving equipment. Arrangements should be made to keep the standby diver sheltered, at a comfortable temperature and well hydrated.
- Electric storms or lightning may be a hazard to exposed personnel or equipment.

Operations should, therefore, be carefully monitored with regard to the safety of both personnel and equipment.

10.7.5 Hazardous marine life

In some parts of the country divers may come in contact with marine life which will pose a hazard. Prior to commencing diving operations it should therefore be established if there is any known local hazard of this type.

If hazardous marine life is suspected then suitable emergency and contingency plans should be drawn up in consultation with the level 2 Designated Medical Practitioner to deal with its effects.

10.7.6 Other considerations

A diving supervisor should only allow a diving operation to begin after he has carefully considered all relevant environmental criteria, their interaction with each other, and other factors including the deployment equipment, the system's readiness, crew readiness and the nature and urgency of the tasks.

This will normally form part of the Risk Assessment carried out for that operation.

10.8 Support locations and control points

Divers are required to operate from different locations with varying levels of support. Due consideration must be given to the effect each location will have on the safety and efficiency of an operation.

Prior to mobilisation it is recommended that a suitable person (this may be the diving supervisor) should inspect the site and decide on the optimum location for the system. The level of services should also be assessed.

While it is not necessary for the various components of the diving system to be placed in a single location, care should be taken when considering hose or cable runs which exceed standard system lengths. Hose and cable runs should be protected from physical damage and should not cause a hazard to personnel. Due account should be taken of voltage and/or pressure drops due to length, and communications between different locations considered.

10.9 Transportation through the air-water interface

Diving activities shall not be carried out from a diving station located more than 3m above the water unless the divers are transported through the air-water interface by a suitable stage, ladder, or wet bell.

Whichever method is chosen, provision must be made for the recovery and transport of an unconscious diver.

10.10 Hazardous mechanisms

Before a diver approaches a worksite that may be made hazardous due to operation of mechanisms, specific care must be taken to ensure that such mechanisms are secured against inadvertent movement before the diver enters the water and kept secured by means of proper lockout procedures.

10.11 Use of explosives

Where explosives are handled in diving operations, the diving contractor shall refer to the recommendations and regulations of the appropriate authority for their transportation, storage, and use.

10.12 Liveboating

Liveboating means diving from a vessel that is moving under power (propellers are engaged while divers are in the water)

Liveboating presents severe hazards to the diver and must be avoided as far as is practicable.

Liveboating from a surface vessel shall not be conducted at night or in rough seas or from vessels with insufficient manoeuvrability. Controls that will prevent the diving umbilical or tether from becoming entangled in the propellers shall be employed.

The tender for a liveboating operation shall be competent to perform this type of tending. The tender shall be in direct voice contact with the diving supervisor.

When liveboating is necessary and the divers use Scuba, the use of a lifeline may be more hazardous than alternative arrangements.

10.13 Deep diving

Deep diving applies to diving operations for depths greater than 50 metres and includes bell, saturation, bounce (non-saturation), and submersible lockout diving as well as sea bottom habitat dives. This information is covered in the offshore code.

Where surface mixed gas and saturation diving techniques are used, the diving contractor and the diving supervisor shall refer to the Offshore Code of Practice.

10.14 Diving in contaminated waters

When diving in contaminated waters (biological, chemical, nuclear, etc.), the diving contractor will ensure that all the relevant Regulations are complied with, as well as any specific local authority regulations that may be applicable.

10.15 Diving in confined spaces

A "confined space" means an enclosed, restricted, or limited space in which, because of its construction, location or contents, or any work activity carried on therein, a hazardous substance may accumulate or an oxygen-deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, pump, sump, or similar construction, equipment, machinery or

object in which a dangerous liquid or dangerous concentration of gas, vapour, dust or fumes may be present;

It is the duty of the diving contractor to identify all confined spaces present at a diving project and ensure that the requirements of confined space entry stipulated in the General Safety Regulations are complied with.

The diving contractor must also take cognizance of risks associated with differential pressure situations as well as the risks associated with possible entrapment and manage these risks appropriately. (See also section 10.2)

11 Records

11.1 General

All records required in terms of the Regulations must be kept and be available for inspection.

Records are kept for two basic reasons:

- As evidence that due diligence has been applied in planning and controlling operations
- As evidence that equipment and personnel are fit for purpose and ready for deployment.

Records should be available where and when they may be needed for these purposes. As a labour inspector or other authority may require some of this information to determine whether an operation is legitimate and safe, information which is necessary to show this should be available on site, so that otherwise unnecessary delays may be avoided. Documentation which the supervisor may need during the diving operation should also be available.

11.2 Planned maintenance records

Records of the planned maintenance system and the maintenance procedures undertaken must be available for inspection.

NATIONAL TREASURY

NO. 1236

10 NOVEMBER 2017

**LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003:
EXEMPTION FROM SECTION 28(6) OF ACT AND REGULATION 72(c) OF
MUNICIPAL BUDGET AND REPORTING REGULATIONS FOR CERTAIN
MUNICIPALITIES IN WESTERN CAPE**

I, Malusi KN Gigaba, Minister of Finance, acting in terms of section 177(1)(b) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003 - herein called "the Act"), hereby exempt-

- (a) City of Cape Town Metropolitan Municipality;
- (b) Knysna Municipality;
- (c) Drakenstein Municipality;
- (d) Bitou Municipality; and
- (e) Saldanha Bay Municipality,

from compliance with section 28(6) of the Act and regulation 72(c) of the Municipal Budget and Reporting Regulations, 2008 (herein called "the Regulations"), as set out in the Schedule.



MALUSI KN GIGABA
MINISTER OF FINANCE

SCHEDULE

Exemption

1. The municipalities specified in this Notice are hereby exempted from-
 - (a) section 28(6) of the Act to the extent that it prevents a municipality from increasing water tariffs during a financial year; and
 - (b) regulation 72(c) of the Regulations to the extent that it prevents a municipality from incurring unforeseen and unavoidable expenditure exceeding R15 million.

Period of exemptions

2. The exemptions referred to in paragraph 1 are for the 2017/18 financial year.

Conditions of exemptions

3. The condition for the exemption referred to in-
 - (a) paragraph 1(a) is that a water tariff increase may only be-
 - (i) to provide for shortfalls in the approved budget, as envisaged in section 29 of the Act, to address the water crisis; and
 - (ii) approved after due consideration of the impact of the increase on poor households;
 - (b) paragraph 1(b) is that it only applies to the implementation of short-term projects to address the water crisis.

DEPARTMENT OF PUBLIC WORKS

NO. 1237

10 NOVEMBER 2017

Construction Industry Development Board

**cidb Best Practice Project Assessment Scheme:
Competence Standard for Contractors**

31 October 2017

In terms of sections 5(2)b of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish best practice Standards. This *Competence Standard for Contractors* established the competencies of a contracting enterprise which need to reside with the owner and/or key nominated representatives of the contractor. These competencies are measured against minimum acceptable standards necessary for running a contracting enterprise and for supervising building and construction works.

This Board Notice replaces Board Notice 153 of 2015, published in the Government Gazette 39074 of 7 August 2015.

Lufuno Nevhutalu
Chairperson: Construction Industry Development Board

Competence Standard for Contractors

(31 October 2017)



Construction Industry Development Board
Pretoria
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Competence Standard for Contractors

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Competence Standard for Contractors

1 Scope

This cidb *Competence Standard for Contractors* established the competencies of a contracting enterprise which need to reside with the owner and/or key nominated representatives of the contractor. These competencies are measured against minimum acceptable standards necessary for running a contracting enterprise and for supervising building and construction works.

2 Terms and Definitions

For the purposes of this document, the following terms and definitions apply:

class of construction works: the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004 as amended and published in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)

competent: having suitable or sufficient skill, knowledge and experience

Construction Industry Development Board (CIDB): the board established in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)

construction category: 'Open', 'Limited' or 'Trade Contractor' defined in Section 3.1

contractor: person or organization that contracts to provide the goods, services or engineering and construction works covered by the contract

SACPCMP registered Construction Manager: Construction Manager registered in terms of the South African Council for the Project and Construction Management Professions (SACPCMP)

3 General

The cidb *Competence Standard for Contractors* established the competencies that should exist within a contracting enterprise within a cidb Class of Construction Works, within a Construction Category and where relevant within a sub-Category.

3.1 Construction Categories

Recognition of minimum competencies is limited in this Standard to the cidb Class of Construction Works of General Building (GB), Civil Engineering (CE) and selected artisanal categories within Special Works (SW), and in the following Categories within a Class of Construction Works:

- **Open** (cidb Grades 7 to 9): being a contractor who has access to a SACPCMP registered Construction Manager or relevant ECSA registered professional;
- **Limited** (cidb Grades 2 to 6): being a contractor who has adequate knowledge and experience to carry out work within pre-determined sub-Categories;
- **Trade Contractors** (cidb Grades 1 to 5): being a contractor who has adequate knowledge and experience to carry out work within pre-determined Trade Categories.

3.2 Nominated Representatives

The competencies identified in this Standard need to reside with the owner and/or key nominated representatives of the contractor, and must be an employee of the company.

4. Competence Standards

4.1 Open Category

This Standard recognises SACPCMP registration of Construction Managers or ECSA registration of Professional Engineers, Professional Engineering Technologists or Professional Certificated Engineers with the relevant experience as appropriate as a minimum requirement for the management and supervision of construction works for contractors in Grades 7 to 9.

Note: The SACPCMP has issued recommendations for competencies for Construction Managers, together with the necessary minimum qualifications and experience which are summarised below. Similar minimum qualifications and experience have also been established by ECSA.

Category	Grade	Minimum Qualifications for Building and Construction Works Management	Minimum Experience
GB: General Building CE: Civil Engineering	7 to 9	<ul style="list-style-type: none"> Accredited honours degree in the built environment field of study 	4 years
		<ul style="list-style-type: none"> Accredited B-Tech qualification in the built environment field of study 	5 years
		<ul style="list-style-type: none"> Accredited National Higher Diploma in the built environment field of study 	6 years
		<ul style="list-style-type: none"> Accredited National Diploma in the built environment field of study 	7 years

4.2 General Building Limited

This Standard recognises competencies within the General Building Limited Category within the following scope of work:

- low rise residential building of not more than 16 metres in height; and
- low rise commercial, institutional and industrial buildings of not more than 16 metres in height, with public access and exit requirements.

a) **Qualifications:** This Standard recognises competencies for contractors in terms of knowledge, skills and experience within the General Building Limited Category within the fields of:

- business management; and
- building and construction works management (operational and supervision).

The following minimum qualifications, or recognised equivalence, are recognised for the General Building Limited Category:

Grade	Minimum NQF Level	Recognised Qualifications
Business Management		
5 & 6	4	<ul style="list-style-type: none"> National Certificate: Construction Contractor: Project Builder
2 to 4	2	<ul style="list-style-type: none"> National Certificate: Construction Contracting
Building and Construction Works Management		
5 & 6	5	<ul style="list-style-type: none"> National Certificate: Management of Building Construction Processes
2 to 4	3	<ul style="list-style-type: none"> NCV 4: Civil Engineering and Building Construction National Certificate: Supervision of Construction Processes

b) **Experience:** Where the minimum qualification requirements in items (a) above have been met, the minimum experience recognised for the General Building Limited Category is given below:

- **Grades 2 to 4:** 3 years practical, relevant occupational experience after completion of qualification under the supervision of an experienced contractor in the General Building Limited Category or higher; and
- **Grades 5 and 6:** 5 years practical, relevant occupational experience after completion of qualification under the supervision of an experienced contractor in the General Building Category or higher.

4.3 Civil Engineering Limited

a) **Qualifications:** This Standard recognises competencies for contractors in terms of knowledge, skills and experience within the Civil Engineering Limited Category within the fields of:

- business management; and
- building and construction works management (operational and supervision).

The following qualifications, or recognised equivalence, are recognised for the Civil Engineering Limited Category:

Grade	Minimum NQF Level	Recognised Qualifications
Business Management		
5 & 6	4	<ul style="list-style-type: none"> • National Certificate: Construction Contractor: Project Builder
2 to 4	2	<ul style="list-style-type: none"> • National Certificate: Construction Contracting
Building and Construction Works Management		
5 & 6	5	<ul style="list-style-type: none"> • National Certificate: Management of Civil Engineering Processes • National Diploma: Civil Engineering and Building Diploma
2 to 4	3	<ul style="list-style-type: none"> • National Certificate: Supervision of Construction Processes • Further Education and Training Certificate: Supervision of Construction Processes • NCV 4: Civil Engineering and Building Construction

b) **Experience:** Where the minimum qualification requirements in items (a) above have been met, the minimum experience recognised for the Civil Engineering Limited Category is given below:

- **Grades 2 to 4:** 3 years practical, relevant occupational experience after completion of qualification under the supervision of an experienced contractor in the Civil Engineering Limited Category or higher; and
- **Grades 5 and 6:** 5 years practical, relevant occupational experience after completion of qualification under the supervision of an experienced contractor in the Civil Engineering Limited Category or higher.

4.4 General Building Trade Contractor

This Standard recognises competencies within the General Building Trade Contractor Category within the following scope of work:

i) **Plumbing and Drainage:** Install, maintain and repair pipes, drains, guttering and metal roofing, mechanical services and related equipment for water supply, gas, drainage, sewerage, heating, and cooling and ventilation systems in all classes of buildings and premises, including, but not limited to, the following:

- general plumbing;
- air conditioning and mechanical services plumbing;
- drainage contractors;
- gas fitting; or
- roof plumbing.

- ii **Carpentry and Joiner:** Construct, erect, install, renovate and repair structures and fixtures made of wood, plywood, wallboard and other materials, and cut, shape and fit timber parts to form structures and fittings which would typically include but not limited to, the following:
- kitchen units;
 - finishing carpenter;
 - joiner wood machinist;
 - form worker; and
 - ceiling and partitioning erector.
- iii **Bricklayers and Stonemasons:** Lay bricks, pre-cut stones and other types of building blocks in mortar to construct and repair walls, partitions, arches and other structures, and cut and shape hard and soft stone blocks and masonry slabs for the construction and renovation of stone structures and monumental buildings including but not limited to, the following:
- simple masonry walkway
 - installing an ornate exterior on a high-rise building.
- iv **Floor Finishers and Painter:** Install and repair soft and resilient floor coverings, and apply paint, varnish, wallpaper and other finishes to protect, maintain and decorate the surfaces of buildings and structures. The scope of work includes and is not limited to the following:
- carpet layer; and
 - parquetry layer.
- v **Glaziers, Plasterers and Tilers:** Cut and install flat glass, apply plaster and secure plasterboard and suspended ceilings, and lay tiles on roofs, walls and floors.
- vi **Structural Steel Workers:** Assemble rigging gear to move and position equipment and structural components, erect scaffolding, position and secure reinforcing in concrete forms, and erect and dismantle structural steel frames
- vii **Crane, Hoist and Lift Operators:** Operate stationary and mobile cranes, hoists, lifts and winches to lift, move and place materials, equipment and people in areas such as building sites, factories, mines, sawmills, wharfs and shipyards
- a) **Qualifications:** This Standard recognises competencies for contractors in terms of knowledge, skills and experience within the General Building Trade Contractor Category within the fields of:
- business management;
 - building and construction technology;
 - legislative issues.

The following qualifications, or recognised equivalence, are recognised for the General Building Trade Contractor Category:

Grade	Minimum NQF level	Recognised Qualifications
Business Management		
5	4	• National Certificate: Construction Contractor: Project Builder
1 to 4	2	• National Certificate: Construction Contracting
Building and Construction Technology		
1 to 5	3	• Relevant Trade Test certificate

In addition contractors must be registered with professional or industry trade associations that have an enforceable Code of Ethics and a Code of Practice.

b) **Experience:** Where the minimum qualification requirements in items (a) above have been met, the minimum experience recognised for the General Building Trade Contractor Category is given below:

- 3 years practical, relevant occupational experience, excluding experience gained during an apprenticeship or other training, under the supervision of an experienced contractor in the relevant Building Trade.

4.5 Civil Engineering Trade Contractor

This Standard recognises competencies within the Civil Engineering Trade Contractor Category within the following scope of work:

- Machine Operators:** Machinery operators and drivers operate machines, plant, vehicles and other equipment to perform a range of agricultural, manufacturing and construction functions, move materials, and transport passengers and freight.
- Crane, Hoist and Lift Operators:** Operate stationary and mobile cranes, hoists, lifts and winches to lift, move and place materials, equipment and people in areas such as building sites, factories, mines, sawmills, wharfs and shipyards
- Concreters:** Pour, spread and finish concrete structures such as floors, stairs, ramps, footpaths and bridges
- Earthmoving Plant Operators:** Operate plant to excavate earth, ore and rock, break up pavement, road, rock, obstructions, move and load earth, rock and debris, and level, smooth and compact surfaces in construction and other projects

a) **Qualifications:** This Standard recognises competencies for contractors in terms of knowledge, skills and experience within the Civil Engineering Trade Contractor Category within the fields of:

- business management;
- building and construction technology;
- legislative issues.

The following qualifications, or recognised equivalence, are recognised for the Civil Engineering Trade Contractor Category:

Grade	Minimum NQF Level	Recognised Qualifications
Business Management		
5	4	• National Certificate: Construction Contractor: Project Builder
1 to 4	2	• National Certificate: Construction Contracting
Building and Construction Technology		
1 to 5	3	• Appropriate Summative Assessment administered by a SETA accredited training provider

b) **Experience:** Where the minimum qualification requirements in items (a) above have been met, the minimum experience recognised for the Civil Engineering Trade Contractor Category is given below:

- 3 years practical, relevant occupational experience, excluding experience gained during an apprenticeship or other training, under the supervision of an experienced contractor in the relevant Civil Engineering Trade.

DEPARTMENT OF PUBLIC WORKS

NO. 1238

10 NOVEMBER 2017

Construction Industry Development Board

**cidb Best Practice Project Assessment Scheme:
Standard for Minimum Requirements for
Engaging Contractors and Sub-Contractors on
Construction Works Contracts**

31 October 2017

In terms of sections 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to promote best practice Standards. The Board has identified the cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts as a best practice Standard on work packages of a value greater than that equivalent to the upper limit of the tender value range of Grade 1.

This Standard establishes minimum requirements in the appointment of principal contractors and sub-contractors on construction works contracts in terms of compliance in terms of good standing with COIDA, registration with the relevant bargaining council(s), if any, a written contract between the principal contractor and sub-contractors, and payment requirements in terms of a contract.

Lufuno Nevhatalu
Chairperson: Construction Industry Development Board

Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts

(31 October 2017)



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Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts

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Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts

Foreword

The CIDB Act (Act 38 of 2000) requires that the Board must establish a *Best Practice Project Assessment Scheme* based on the best practices identified by the Board. All construction contracts above a prescribed tender value will then be subject to an assessment of compliance with best practice standards and guidelines published by the Board.

The aim of this best practice Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts is to promote uniformity in minimum requirements in the appointment of principal contractors and sub-contractors on construction works contracts. Private and public sector employees are encouraged to adopt this Standard.

This Standard will be subject to a review every five years, or sooner if required.

1. Scope

This Standard establishes minimum requirements in the appointment of principal contractors and sub-contractors on construction works contracts in terms of compliance in terms of good standing with COIDA, registration with the relevant bargaining council(s), if any, a written contract between the principal contractor and sub-contractors, and payment requirements in terms of a contract.

Subject to 3(c), such requirements are only applicable on work packages of a value greater than that equivalent to the upper limit of the tender value range of Grade 1.

2. Terms and Definitions

For the purposes of this document, the following definitions apply:

Construction Industry Development Board (cidb): the Board established in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000).

COIDA: Compensations for Occupational Injuries and Disease Act

construction works: the provision of a combination of goods and services arranged for the development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration, dismantling or demolition of a fixed asset including building and engineering infrastructure.

employer: person or organization entering into the contract with the principal contractor for the provision of goods, services, or engineering and construction works.

employer's representative: person authorized to represent the employer and named as such in the contract data.

principal contractor: contractor who contracts with the employer for the provision of construction works, and who may subcontract part of this contract.

sub-contractor: the contractor who contracts with the principal contractor for the provision of portions of construction works.

3. Requirements

- a) Where applicable in terms of the Compensations for Occupational Injuries and Disease Act (COIDA), principal contractors and sub-contractors must have a letter of good standing in terms of COIDA.
- b) Principal contractors and sub-contractors must have proof of registration with the relevant bargaining council(s), if any, duly established in terms of Part C of the Labour Relations Act 66 of 1995, as amended.
- c) A written contract must exist between the principal contractor and sub-contractor using the latest Edition of one of the forms of contracts identified in items (i) to (vi) below, unless the publishers of such forms of contracts indicate that such a form of contract is not suited for the intended application in which case a modified form of the most appropriate form of contract must be used. Note that:
 - The standard forms of contract shall be used with minimal contract amendments which do not change their intended usage and shall only be amended when absolutely necessary to accommodate special needs.
 - Each of the forms of subcontract may only be used in conjunction with the relevant Edition of the principal agreement for which it has been issued, where applicable.
 - The SAFCEC General Conditions of Subcontract should be used where the General Conditions of Contract for Construction Works (GCC) is used for the principal contractor.
 - The MBSA Domestic Subcontract Agreement and the MBSA Labour Only Subcontract Agreement should be used where the Joint Building Contracts Committee (JBCC) is used for the principal contractor.
 - i) Construction Industry Development Board: Standard Subcontract (labour only);
 - ii) The Joint Building Contracts Committee (JBCC): Nominated / Selected Subcontract Agreement (NSSA);
 - iii) New Engineering Contract (NEC, as published by the Institution of Civil Engineers);
 - NEC Engineering and Construction Subcontract;
 - NEC Engineering and Construction Short Subcontract;
 - iv) International Federation of Consulting Engineers (FIDIC);
 - Conditions of Subcontract for Construction (for building and engineering works designed by the Employer);
 - v) South African Forum of Civil Engineering Contractors (SAFCEC) - General Conditions of Subcontract; and
 - vi) Master Builders South Africa (MBSA):
 - Domestic Subcontract Agreement; and
 - Labour Only Subcontract Agreement.

- d) The date on which payment to the sub-contractor becomes due and payable is the date determined in the contract, but may not be later than 30 days after the date on which the sub-contractor has submitted a statement for payment or a claim for payment to the principal contractor in relation to construction works, goods or services completed or delivered in accordance with the contract between the principal contractor and the sub-contractor.
- e) Where a sub-contractor has not been paid within 30 days after the date on which the sub-contractor has submitted a statement for payment or a claim for payment to the principal contractor for construction works, goods or services completed or delivered in accordance with the contract, the employer shall upon a written request by the sub-contractor confirm in writing within 15 days whether the principal contractor has been paid in full or in part by the employer in respect of construction works, goods or services completed or delivered by the sub-contractor.
- f) For work packages of a value equal to or greater than that equivalent to the lower limit of the tender value range of Grade 7, the written contract between the principal contractor and sub-contractor may not contain any provision making payment to a subcontractor conditional on the principal contractor receiving payment from a third person.

4. Records

The principal contractor shall submit a report substantiating compliance with this Standard in an acceptable format to the employer's representative for acceptance within 15 days of achieving practical completion.

The employer's representative shall certify the submission made by the principal contractor.

5. Sanctions

In the event that the principal contractor fails to substantiate compliance with this Standard, the sanctions provided for in the contract or order between the employer and the principal contractor shall apply.

Note: The contract establishes the sanctions that will apply. These are set out in a tender evaluation schedule, the scope of work or contract data.

DEPARTMENT OF PUBLIC WORKS

NO. 1239

10 NOVEMBER 2017

Construction Industry Development Board

**cidb Best Practice Project Assessment Scheme:
Standard for Contract Participation Goals for
Targeting Enterprises and Labour through
Construction Works Contracts**

31 October 2017

In terms of sections 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to promote best practice Standards. The Board has identified the cidb *Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts* as a best practice Standard on construction works contracts where contract participation goals (CPGs) are specified.

This Standard promotes uniformity and standardisation in contract participation goals (CPGs) and provides for conflict resolution mechanisms in respect of contract participation goals relating to a contract for the provision of construction works.

Lufuno Nevhutalu
Chairperson: Construction Industry Development Board

Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts

(31 October 2017)



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Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts

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Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts

Foreword

The CIDB Act (Act 38 of 2000) requires that the Board must establish a *Best Practice Project Assessment Scheme* based on the best practices identified by the Board. All construction contracts above a prescribed tender value will then be subject to an assessment of compliance with best practice standards and guidelines published by the Board.

The aim of this best practice *Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts* is to promote uniformity and standardisation in contract participation goals (CPGs) and to provide for conflict resolution mechanisms in respect of contract participation goals relating to a contract for the provision of construction works. Private and public sector employees are encouraged to adopt this Standard. Furthermore, it is encouraged that this Standard is adopted in the homebuilding sector.

This Standard will be subject to a review every five years, or sooner if required.

1. Scope

This Standard establishes uniformity and standardisation in contract participation goals (CPGs) relating to a contract for the provision of construction works.

This Standard is not applicable to the Expanded Public Works Programme (EPWP).

Subject to some variations, the Standard is aligned to SANS 10845:2015 Construction Procurement:

- Part 5: *Participation of targeted enterprises in contracts*; and
- Part 8: *Participation of targeted labour in contracts*.

This Standard should be read in conjunction with the following cidb Standards which also specify developmental contract participation goals for construction works contracts:

- cidb *Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts*; and
- cidb *Standard for Developing Skills through Infrastructure Contracts*.

This Standard should be read in conjunction with the following cidb Inform Practice Notes which promote socio-economic development:

- cidb Inform Practice Note 1: *Scaling up Delivery and Accelerating Empowerment*;
- cidb Inform Practice Note 10: *Attaining Social and Economic Deliverables*;
- cidb Inform Practice Note 28: *Objectives Linked to Infrastructure Delivery*;
- cidb Inform Practice Note 29: *Allocating Sustainable Work Opportunities to Contractor Development Programmes*; and
- cidb Inform Practice Note 33: *Balancing Delivery and Development on Infrastructure Projects*.

2. Normative References

The following referenced documents are indispensable for the application of this document. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies. Information on currently valid national and international standards can be obtained from the SABS Standards Division.

SANS 10845-5:2015 ISO 10845-5:2011. Construction procurement – Part 5: Participation of targeted enterprises in contracts. South African Bureau of Standards.

SANS 10845-8:2015 ISO 10845-8:2011. Construction procurement – Part 8: Participation of targeted labour in contracts. South African Bureau of Standards.

3. Terms and Definitions

For the purposes of this document, the following definitions apply:

allowance: amount provided for in the contract by the employer relating to one or more of the following:

- a) the performance by the principal contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into;
- b) work or services to be performed, or goods provided, by a subcontractor nominated or selected by the employer;
- c) provision for price adjustment for inflation; or
- d) other provision of a budgetary provisions, e.g. contingencies.

credit: progress achievements towards the attainment of a contract participation goal (see Section 8)

community: South African citizens (defined in terms of the South African Citizenship Act, 1995 (Act 88 of 1995)) who permanently reside within the target area.

Note: Adapted from SANS 10845-8:2015

Community Liaison Officer (CLO): the CLO assists in the identification and selection of local enterprises and local labour, and is guided by the employer's approved CLO policy on construction works (see Section 6).

Community Project Committee (CPC): the CPC represents the affected communities, and includes the affected Ward Councillor(s) and relevant community leaders (see Section 5.1).

Construction Industry Development Board (cidb): the Board established in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000).

construction works: the provision of a combination of goods and services arranged for the development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration, dismantling or demolition of a fixed asset including building and engineering infrastructure.

contract amount: the financial value of the contract at the time of the award of the contract, exclusive of all allowances and any value added tax or sales tax which the law requires the employer to pay to the principal contractor.

contract data: document that identifies the applicable conditions of a contract and states the associated contract-specific data.

Note: Adapted from SANS 10845-2:2015, definition 2.9

contract participation goal (CPG):

- a) in the case of targeted enterprises, including manufacturers and suppliers, the amount equal to the value of goods, services and works for which the principal contractor contracts to engage targeted enterprises in the performance of the contract, expressed as a percentage of the tender value excluding escalation, contingency and value added tax associated with the targeting strategy that is identified in the targeting data; or
- b) in the case of targeted labour:
 - the sum of the wages and allowances, for which the principal contractor, sub-contractor or targeted enterprises contract to engage targeted labour in the performance of the contract, expressed as a percentage of the contract amount associated with the targeting strategy that is identified in the targeting data; or
 - the amount equal to the person days worked for which the principal contractor, sub-contractors or targeted enterprises contract to engage targeted labour expressed as a percentage of the total person days worked associated with the targeting strategy that is identified in the targeting data.

Note: Adapted from SANS 10845-5:2015 and SANS 10845-8:2015

employer: person or organization entering into the contract with the principal contractor for the provision of goods, services, or engineering and construction works.

employer's representative: person authorized to represent the employer and named as such in the contract data or targeting data.

designated groups: the groups that are designated in terms of this Standard (see Section 3.4).

designated sector: sector, sub-sector or industry that has been designated by the Department of Trade and Industry.

joint venture: grouping of two or more contractors acting as one legal entity, where each is liable for the actions of the other.

mediation: process where a neutral third party assists disputing parties in resolving conflict.

principal contractor: contractor who contracts with the employer for the provision of construction works, and who may subcontract part of this contract.

skills: knowledge, ability, or training to perform a certain activity or task well (see Table 2).

supplier: sole trader, partnership or legal entity that owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public (or all three) in the usual course of business.

Note: Adapted from SANS 10845-5, definition 2.14

target area: geographic area defined in the targeting data (see Section 3.1).

targeting data: data, provisions and variations applicable to a particular contract.

Note: Adapted from SANS 10845-5:2015, definition 2.18

targeted enterprise: sole trader, partnership or legal entity which is

- a) a business within the target area;
- b) engaged in the performance of the contract; and
- c) defined as the target group in the targeting data.

Note: Adapted from SANS 10845-5:2015, definition 2.15

targeted labour: individuals who

- a) are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
- b) are defined as the target group in the targeting data; and
- c) permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

Note: Adapted from SANS 10845-7:2015, definition 2.12

targeted manufacturer: targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.

Note: Adapted from SANS 10845-7:2015, definition 2.13

targeted supplier: targeted enterprise that

- a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- b) engages, as its principal business and in its own name, in the purchase and sale of goods.

Note: Adapted from SANS 10845-7:2015, definition 2.14

targeting strategy: an approach which is pursued to make a contract participation goal an obligation of contract.

Note: Adapted from SANS 10845-5:2015, definition 2.19

tender data: document that establishes the tenderer's obligations in submitting a tender and the employer's undertakings in administering the tender process and evaluating tender offers.

Note: Adapted from SANS 10845-2:2015, definition 2.30

tender value: offer provided by the tender to undertake a construction works contract.

4. General

4.1 Target Areas

The target areas that may be used in terms of this Standard shall be restricted to the following geographic areas:

- a) one or more Provinces;
- b) one or more Metropolitan and District Municipalities;
- c) one or more Local Municipalities; or
- d) one or more Wards that are wholly located within an area within a predefined radius of the construction activity.

4.2 Enterprises Categories

The enterprise categories that may be used in terms of this Standard shall equate to the enterprise categories defined in the most recent Sector Code of Good Practice issued under the Broad-Based Black Economic Empowerment Act relevant to the enterprise being targeted.

Informative: The enterprise categories in terms of the draft Construction Sector Code (June 2016) are given in Table 1.

Table 1. Enterprise Categories

Enterprise Category	Total Turnover (less than)	Approximate cidb Grade for Contractors
Large Enterprise		greater than Grade 7
Qualifying Small Enterprise (QSE)	R50m pa	Grade 6 to 7
Exempt Micro Enterprise (EME)	R10m pa	less than Grade 6

4.3 Skills Categories

The skills categories for labour that may be used in terms of this Standard shall be restricted to the categories given in Table 2.

Table 2. Skills Categories

Skill Category	Definition
Skilled	Typically craft or skilled occupations where the employee is capable of working efficiently and exercising considerable independent judgement and of discharging his/her duties with responsibility. He/she must possess a thorough and comprehensive knowledge of the trade, craft or industry in which he/she is employed.
Semi-skilled	Typically operator occupations where the employee does work generally of defined routine nature wherein the major requirement is not so much of the judgment, skill and but for proper discharge of duties assigned to him/her or relatively narrow job and where important decisions made by others. His/her work is thus limited to the performance of routine operations of limited scope.
Unskilled	Typically elementary occupations where the employee does operations that involve the performance of simple duties, which require the experience of little or no independent judgment or previous experience although familiarity with the occupational environment is necessary. His/her work may thus require in addition to physical exertion familiarity with variety of articles or goods.

4.4 Designated Groups

Unless otherwise permissible in terms of procurement regulation or the PPPFA, the designated groups that may be used in terms of this Standard for defining the ownership and/or control of targeted enterprises shall be restricted to^{1,2}:

- a) black people who:
 - i) are citizens of the Republic of South Africa by birth or descent; or
 - ii) became citizens of the Republic of South Africa by naturalisation:
 - before 27 April 1994; or
 - on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date;
- b) women who are South African citizens;
- c) youth as defined in the National Youth Commission Act of 1996;
- d) people with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- e) unemployed persons not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; and
- f) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

4.5 Targeting

The following targeting principles shall apply:

- a) The employer shall only specify contract participation goals where a feasibility study has been undertaken at a programme level or at a project level to verify that the contract participation

1 After draft Construction Sector Code (June 2016)

2 After PPPFA (2017). *Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017*. Government Gazette No. 40553, 20 January 2017

goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A.

- b) Contract participation goals established for targeted enterprises and for targeted labour shall apply to the construction works contract in total (i.e. including the principal contractor, sub-contractors and service providers to the construction works contract). Unless where specified in other legislation, no sub-division of contract participation goals by principal contractor, sub-contractors or service providers is allowed.

Note: If a CPG is established for targeted enterprises, and if the principal contractor falls within that definition of the targeted enterprises, provided that the principal contractor is from the targeted area, the work undertaken by the principal contractor will then contribute towards the CPG.

- c) Targeting of labour by skills categories is only permissible within categories of semi-skilled and unskilled labour.
- d) Contract participation goals can be specified in terms of individual enterprise categories and in terms of individual skills categories.

Note: For example, CPGs can be specified individually for qualifying small enterprises and exempt micro-enterprises, and for semi-skilled and unskilled labour.

- e) Targeting of enterprises which are owned and/or controlled by designated groups shall not be specified unless:
- such targeting is permissible in terms of procurement regulations or the PPPFA Preferential Procurement Regulations; or
 - such targeting is accompanied by targeted developmental outcomes associated with the targeting³ (Section 4.1).

- f) Contract participation goals shall only be specified in terms of one target area for each contract participation goal.

Note: For example, contract participation goals for semi-skilled labour cannot be specified both at (a) a Metropolitan or District Municipality as well as (b) a Local Municipality.

- g) Where the construction works crosses one or more geographic areas (such as roads, pipelines, etc.), the target area shall be based on one or more Wards that are wholly located within an area within a predefined radius of the construction activity.
- h) Contract participation goals for targeted enterprises shall not prescribe rates, prices or profit margins that will be applicable to the targeted enterprises or targeted manufacturers and suppliers.

³ cidb Inform Practice Note 32: *Allocating Sustainable Work Opportunities to Contractor Development Programmes*, July 2012

5. Training and Development

5.1 Targeted Enterprises

Contract participation goals for enterprise development in General Building (GB) and Civil Engineering (CE) classes of works shall be limited to contracts of tender Grade 7 to 9 and shall be undertaken in terms of the cidb *Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts*.

Contract participation goals for enterprise development in classes of works other than General Building (GB) and Civil Engineering (CE) shall be limited to contracts of tender Grade 7 to 9 and shall be undertaken taking cognisance of the cidb *Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts*.

5.2 Targeted Labour

Contract participation goals for skills development for skilled- and semi-skilled labour shall be limited to contracts of tender Grade 7 to 9, and shall be undertaken in terms of the cidb *Standard for Developing Skills through Infrastructure Contracts*.

Contract participation goals for unskilled labour shall be limited to on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract and in a manner that does not compromise worker health and safety.

6. Community Engagement and Dispute Resolution

6.1 Community Engagement

Prior to the appointment of the Community Liaison Officer (Section 6), the employer shall undertake a process of engagement with the targeted communities where contract participation goals are to be specified for targeted areas in terms of:

- a) one or more Metropolitan or District Municipalities;
- b) one or more Local Municipalities; or
- c) one or more Wards that are wholly located within an area within a predefined radius of the construction activity.

The employer shall facilitate the establishment of a Community Project Committee (CPC) representing the affected communities. The Community Project Committee should include the affected Ward Councillor(s) and relevant community leaders. The employer engagement with the Community Project Committee shall seek to obtain agreement with the community on the targeting

strategy, contract participation goals to be employed on the construction works and dispute resolution mechanisms (Section 5.2). The agreement reached by the employer with the Community Project Committee shall be included in the contract data.

Guidelines for the community engagement process are given in Appendix B, and a model agreement between the employer and the Community Project Committee is given in Appendix C.

6.2 Dispute Resolution

Disputes by community participants affecting the performance of the construction works contract, but which fall outside the contract between the contractor and targeted enterprises and targeted labour, shall be brought to the Community Project Committee for resolution through mediation.

The resolution of the disputes by community participants shall be firstly sought through mediation by a member of the Community Project Committee, who is identified and appointed by the Committee.

Where resolution of the dispute is not achieved through the Community Project Committee, resolution of the disputes by community participants shall then be sought through mediation by an appointed representative of the employer.

Note: Guidelines for conducting mediation can be obtained from:

- South Africa Branch of the Chartered Institute of Arbitrators (CI Arb), <http://www.ciarb.org/branches/africa/south-africa>
- The Arbitration Foundation of Southern Africa; <http://www.arbitration.co.za/>

The outcome of such mediation shall be binding on the employer and the affected community, represented by the Community Project Committee.

Note: Where progress on the contract programme is delayed due to community participation matters, the principal contractor shall have the right to claim for time and cost delays in terms of the relevant Conditions of Contract.

7. Community Liaison Officers

A Community Liaison Officer (CLO) shall be appointed where contract participation goals are specified for targeted areas in terms of:

- a) one or more Metropolitan or District Municipalities;
- b) one or more Local Municipalities; or
- c) one or more Wards that are wholly or partially located within an area within a predefined radius of the construction activity.

Where the appointment of the Community Liaison Officer is the responsibility of the contractor, the requirements for the appointment and payment of the Community Liaison Officer shall be as specified in the contract data.

The Community Liaison Officer should be recommended by the Community Project Committee (CPC).

Note: Due cognizance must be taken of the risk of the Community Liaison Officer not being a member of the targeted community, and/or the Community Liaison Officer not being recommended by the Ward Councillor(s).

7.1 Key Duties and Functions

The key duties and functions of the Community Liaison Officer should (where relevant) include:

- a) identifying labour available in the target community;
- b) identifying enterprises available in the targeted community;
- c) coordinating community activities with respect to construction works activities;
- d) arranging and attending meetings with the community;
- e) educating community with regard to the dispute resolution mechanism adopted by the Community Project Committee (CPC) and recorded in the agreement between the employer and the CPC;
- f) facilitating labour, community and contractor concerns; and
- g) providing daily feedback regarding community concerns to the contractor.

Further details of the key duties and functions of the Community Liaison Officer are given in Appendix D.

7.2 Minimum Eligibility Requirements

Recommended minimum eligibility requirements for a Community Liaison Officer are included in Appendix D.

8. Selection and Recruitment of Targeted Labour

The employer shall establish a procedure for the selection and recruitment of targeted semi-skilled and unskilled labour by the contractor. This procedure shall apply for the selection and recruitment of labour where contract participation goals for targeted labour are specified for targeted areas in terms of:

- a) one or more Metropolitan and District Municipalities;
- b) one or more Local Municipalities; or
- c) one or more Wards that are wholly located within an area within a predefined radius of the construction activity.

The employer shall establish a mechanism to compile and record the prospective targeted labour that meet the relevant targeting requirements for semi-skills and unskilled labour. Semi-skilled and unskilled labour drawn by the contractor from the prospective pool of targeted labour shall be deemed to comply with the requirements of the targeting data for semi-skilled and unskilled labour.

Guidelines for the selection and recruitment of targeted semi-skilled and unskilled labour by the employer are given in Appendix E.

9. Records

The contractor shall submit all the documentation required in terms of substantiating contract participation goals in a timely manner and according to a prescribed format where applicable.

The employer's representative shall certify the value of the credits counted towards the contract participation goal, if any, whenever a claim for payment is issued to the employer, and shall notify the contractor of this amount.

9.1 Targeted Enterprises

In the case of targeted enterprises, the certification of records shall be in accordance with SANS 10845-5.

9.2 Targeted Labour

In the case of targeted labour, the certification of records shall be in accordance with SANS 10845-8.

10. Granting of Credits

10.1 Targeted Enterprises

Credits towards the contract participation goal shall be granted by converting the value of the following (exclusive of any value added tax or sales tax required by law) to a percentage of the contract amount, as relevant:

- a) the total monetary value of the contributions made by targeted enterprises, other than targeted enterprises who are suppliers, in fulfilling contractual obligations, subject to such targeted enterprises not subcontracting more than 15% of the value of their contribution to non-targeted enterprises;
- b) 50% of the expenditure on goods required for the contract, which are obtained from suppliers who are targeted enterprises, subject to such enterprises not subcontracting more than 15% of the value of their contribution to non-targeted enterprises;
- c) the total monetary value of expenditures made to manufacturers who are targeted enterprises;
- d) the total monetary value with respect to fees or commissions charged by targeted enterprises, which in the opinion of the employer are reasonable, justifiable, and not excessive when compared with fees or commissions normally allowed for similar services, with respect to:
 - i) the provision of professional, technical or managerial services, including those required for the acquisition of essential personnel, facilities, equipment and goods necessary for the performance of the contract;

- ii) the delivery of goods required in the performance of the contract (but not the cost of the goods themselves) when the transporter or delivery service is not also the manufacturer or supplier (or both); and
- iii) the provision of any bonds or insurance policies specifically required for the performance of the contract;
- e) the total monetary value of the contributions made by joint ventures with targeted partners multiplied by the associated participation parameter with respect to each targeted partner, and the total monetary value of such contributions being halved where such joint venture is a supplier who is not a main contractor; and
- f) in the case of a contractor who is a targeted enterprise, the monetary value of the work performed using his own employees and resources and 10% of the value of the subcontracts to non-targeted enterprises.

Note 1 The credits calculated in terms of (a) to (e) apply also with respect to non-targeted enterprises engaged by the contractor in the performance of the contract, should such enterprises comply with the relevant requirements.

Note 2 Where targeted enterprises subcontract more than 15% of the value of the contribution to non-targeted enterprises, the credits are limited to the actual value of the contributions made by targeted enterprises.

Note: Adapted from SANS 10845-8:2015, Part 3.3.1, with permission from the South African Bureau of Standards

10.2 Targeted Labour

Credits towards the contract participation goal shall be granted by:

- a) converting the total monetary value of wages and allowances paid to targeted labour, exclusive of any value added tax or sales tax required by law, to a percentage of the applicable contract amount and multiplying such values by the appropriate weightings for the different target groups, if any, specified in the targeting data; or
- b) converting the amount equal to the person days worked for which the principal contractor, sub-contractors or targeted enterprises contract to engage targeted labour expressed as a percentage of the total person days worked associated with the targeting strategy that is identified in the targeting data.

Note: Part (a) adapted from SANS 10845-8:2015, Part 3.3, with permission from the South African Bureau of Standards

11. Denial of Credits

11.1 Targeted Enterprises

- a) Credits claimed towards the contract participation goal shall be denied where:
 - i) the principal contractor makes a direct payment to a manufacturer or supplier (including plant hire or lease company) on behalf of a targeted enterprise when such payment is recovered by making deductions from payments to the targeted enterprise in connection with the contract; or

- ii) the principal contractor fails to enter into written contractual agreements with the relevant targeted enterprises.
- b) Credits claimed towards the contract participation goal shall be denied where written contractual agreements contain any of the following:
 - i) a right to set off in favour of the employing contractor not provided for by law;
 - ii) authoritarian rights given to the employing contractor or his agent, with no recourse to independent adjudication in the event of a dispute arising;
 - iii) payment procedures based on a pay-when-paid system;
 - iv) a dispute resolution process which does not include inexpensive alternative dispute resolution procedures, such as mediation or adjudication, but which only makes use of formal proceedings such as arbitration or litigation; or
 - v) conditions which are more onerous than those which exist in the main contract.
- c) Credits shall be denied where targeted enterprises do not adhere to statutory labour practices or fail to perform functions that are necessary in the performance of the contract data.

Note: Adapted with from SANS 10845-5:2015, Part 3.3.2, with permission from the South African Bureau of Standards

11.2 Targeted Labour

Credits shall be denied when the principal contractor, sub-contractors or targeted enterprises fail to enter into written contracts with targeted labour. Credits claimed towards the contract participation goal shall not be allowed if such contracts contain clauses which are not in accordance with requirements established in the targeting data.

Note: Adapted from SANS 10845-8:2015, Part 3.4, with permission from the South African Bureau of Standards

12. Sanctions

In the event that the principal contractor fails to substantiate that any failure to achieve the contract participation goal was due to reasons beyond the contractor's control which may be acceptable to the employer, the sanctions provided for in the contract or order between the employer and the principal contractor shall apply.

Note: The contract establishes the sanctions that will apply. These are set out in a tender evaluation schedule, the scope of work or contract data. Sanctions where tender evaluation points are granted with respect to a tendered CPG or where a minimum CPG is specified are usually applied in the form of:

- a) financial penalties (low performance damages), typically formulated on the difference between the contracted CPG and the CPG achieved in the performance of the contract; and
- b) the issuing of completion certificates only after the certificates described in Section 9 are received.

Appendix A: Guidelines for Undertaking a Feasibility Study for Specifying CPGs

The objective for a feasibility study for contract participation goals (CPGs) for construction works contracts is to inform the determination of achievable CPGs for targeted enterprises and labour for various targeted areas, and to assess possible risks to the employer associated with the specification of such CPGs.

The feasibility study should be undertaken at concept and viability stage, which establishes the detailed brief, scope, scale, form and control budget, and sets out the integrated concept for one or more packages (Stage 4: Concept and Viability: National Treasury *Standard for Infrastructure Procurement and Delivery Management* (SIPDM)).

A1. Targeted Enterprises: other than Manufacturers and Suppliers

As CPGs for targeted enterprises must be expressed in terms of percentage of total contract amount, the following must therefore be known or estimated:

- a) the estimated tender value of the construction works contract;
- b) the capability requirements⁴ of the principal contractor and subcontracting opportunities; and
- c) the available capacity⁵ of the targeted enterprises, within the targeted areas by enterprise category.

In general, the larger the targeted area, the more scope will exist for targeted enterprises with higher capability (such as higher cidb Grade).

For construction related works packages that can be subcontracted to and undertaken by targeted enterprises, the targeted enterprises should be cidb registered or should meet the competence requirements of the cidb *Competence Standard for Contractors*⁶. Information on cidb registered contractors by Class of Works and Grade by province can be obtained from the cidb *Register of Contractors*.

Information on cidb registered contractors at a metropolitan, district or local municipality level can be obtained from the cidb on request. Further information on potential targeted enterprises, and in particular at district and local municipality level, should be obtained from local surveys.

Information on the available capacity of targeted enterprises by targeted areas should be included in the feasibility study in support of estimating the achievable CPGs.

4 i.e. technical competence, track record and capacity requirements

5 i.e. the amount of work that can be undertaken in addition to current workload

6 cidb *Competence Standard for Contractors*, gazette 39074 of 7 August 2015, accessible on www.cidb.org.za

A2. Targeted Enterprises: Manufacturers and Suppliers

As CPGs for targeted manufacturers and suppliers must be expressed in terms of percentage of total contract amount, the following must therefore be known or estimated:

- a) the estimated tender value of the construction works contract;
- b) the estimated requirements for materials and products that can be provided by targeted area, together with the required specifications and quality standards; and
- c) the available capacity⁷ of the manufacturers and suppliers, within the targeted areas by enterprise category, that can provide materials and products to the required specifications and quality standards.

In general, the larger the targeted area, the more scope will exist for targeted manufacturers and suppliers with larger capacity.

Information on the available capacity of targeted manufacturers and suppliers by targeted areas should be included in the feasibility study in support of estimating the achievable CPGs.

A3. Targeted Labour

For CPGs for targeted labour expressed in terms of percentage of total labour, the following should therefore be known or estimated:

- a) the estimated number of person days to be provided in the construction works by skills category; and
- b) the available labour within the targeted areas by skills category.

For CPGs for targeted labour expressed as the sum of the wages and allowances expressed as a percentage of the contract amount, the following should therefore be known or estimated:

- c) the estimated number of person days to be provided in the construction works by skills category;
- d) the applicable labour rates by skills category; and
- e) the available labour within the targeted areas by skills category.

In general, the larger the targeted area, the more scope will exist for targeted labour with higher skills levels.

Information on the available capacity of targeted enterprises by targeted areas should be included in the feasibility study in support of estimating the achievable CPGs.

Cognisance must also be taken of the impact of demobilisation of labour on project closure.

⁷ i.e. the amount of work that can be undertaken in addition to current workload

Appendix B: Guidelines for Community Engagement

Public engagement and participation is a principle that is accepted by all spheres of government in South Africa. Engagement and participation also helps to build an informed and responsible citizenry with a sense of ownership of government developments and projects. It allows employers to get buy-in and to develop partnerships with stakeholders^{8,9}.

This Appendix presents guidelines for community engagement on Contract Participation Goals (CPGs) which employers may include in the delivery of construction works contracts. The guidelines are restricted to use for where Contract Participation Goals are specified for targeted areas in terms of:

- a) one or more Metropolitan or District Municipalities;
- b) one of more Local Municipalities; or
- c) one or more Wards that are wholly located within an area within a predefined radius of the construction activity .

Such community engagement should be undertaken at concept and viability stage, which establishes the detailed brief, scope, scale, form and control budget, and sets out the integrated concept for one or more packages (Stage 4: Concept and Viability: National Treasury Standard for Infrastructure Procurement and Delivery Management (SIPDM)).

B1. Legislative and Policy Context

The context and purpose of the engagement must be communicated to the community.

The use of preferential and targeted procurement as an instrument to effect socio-economic change is one of the central strategies of government. By using procurement optimally employers can achieve development goals without compromising on effective delivery and maintenance of infrastructure.

The Standard for Infrastructure Procurement and Delivery Management by the National Treasury (effective from 1 July 2016) was issued as an instruction in terms of Section 76(4)(c) of the Public Finance Management Act of 1999 (Act No.1 of 1999).

The SIPDM establishes control frameworks for:

- a) the planning, design and execution of infrastructure projects and infrastructure procurement;
- b) requirements for a number of matters as applied to the supply chain management system for infrastructure procurement and delivery management; and
- c) minimum requirements for infrastructure procurement.

8 ETU. *Accountability and Community Participation, Community Organisers Toolbox*. Education and Training Unit for Democracy and Development, <http://etu.org.za/toolbox/>

9 PSC (2010). *Template for Developing Guidelines on Public Participation*. Public Service Commission, www.psc.gov.za/documents/guidelines.asp

The SIPDM also establishes developmental or secondary procurement policy relating to Broad-Based Black Economic Empowerment (B-BBEE), and where appropriate, work opportunities for target groups and national development goals. The SIPDM furthermore establishes targeted procurement procedures that may be used to promote social and economic objectives, as well as those for specifying minimum local content.

Requirements relating to the preparation of procurement documents, and the solicitation and evaluation of expressions of interest and tenders are linked to the South African National Standard, SANS 10845 Construction Procurement – which the Standard for Contract Participation Goals is aligned to.

The Standard for Contract Participation Goals prescribes maximum contract participation goals, the content of which should be shared with the affected communities.

B2. Purpose of Community Engagement

The purpose of the community engagement should be to:

- a) communicate the legislative and policy context within which the employer has determined the contract participation goals for the construction works contract;
- b) (if available) communicate the employer's feasibility study that was been undertaken to verify that the contract participation goal can realistically be achieved within the targeted area;
- c) communicate the dispute resolution mechanism that the employer will establish to receive and facilitate resolution of community matters affecting the performance of the construction works contract;
- d) seek agreement from the affected community to abide by the employer's judgement and specification in its determination of the contract participation goals; and
- e) reduce the risk to the employer and the contractor of unintended community matters impacting on the construction works contract.

B3. Community Project Committee (CPC)

A Community Project Committee should be established to facilitate and to obtain agreement on the community participation. The following role players should be involved in the Community Project Committee:

- a) relevant Ward Councillor(s);
- b) relevant community leaders; and
- c) relevant community participants, as determined by the Ward Councillor(s).

B3. Social Facilitators

Community engagement should make use of trained and experienced social facilitators well experienced social facilitators with experience in community engagement, conducting situational analysis within the targeted community.

Guidelines for the minimum requirements for the appointment of a social facilitator are given below:

- a) At least 4 years' experience in social facilitation with emphasis on community engagements and consultations.
- b) Experience of working in similar targeted communities.
- c) Ability to conduct enumeration using electronic devices and system to allow for collection of real time data, mapping of communities and profiling of enterprises, labour and households.
- d) Experience in undertaking socio-economic/situational analysis in similar targeted communities.
- e) Experience in community empowerment, skills facilitation and capacity building within similar targeted communities.
- f) Proven ability in effective written and oral communication.
- g) Proficiency in the use of standard word processing, web browsers, spreadsheets and presentation software, database systems.
- h) Institutional capacity to successfully carry out an assignment of the required nature.

B4. Outcome of Community Engagement

The intended outcome of the community engagement is to obtain a written agreement between the employer and the affected community:

- a) to abide by the employer's judgement and specification in its determination of the contract participation goals; and
- b) to abide by mediation as the dispute resolution mechanism to be implemented in the case of any disputes.

The written agreement must be signed off by the employer and the Community Project Committee, and should be appended to the contract data.

Appendix C: Model Memorandum of Understanding

Memorandum of Understanding (MOU)

Between

_____ (the Employer)

and

_____ (the Community Project Committee)

for

_____ (the Project)

Date: _____

C1. Interpretations and Definitions

Update definitions

Check that all are used

Agreement: means this Agreement, including any Annexures attached hereto.

Employer: means the *[insert name of employer]*.

Contractor: means the principal contractor that will be appointed to undertake the construction works project.

contract amount: the financial value of the contract at the time of the award of the contract, exclusive of all allowances and any value added tax or sales tax which the law requires the employer to pay to the principal contractor.

Community Project Committee (CPC): the appointed representatives of the affected communities, including Ward Councillors.

contract participation goal (CPG):

a) in the case of targeted enterprises, including manufacturers or suppliers, the amount equal to the value of goods, services and works for which the principal contractor contracts targeted enterprises in the performance of the contract, expressed as a percentage of the tender value excluding escalation, contingency and value added tax associated with the targeting strategy that is identified in the targeting data.

b) in the case of targeted labour, the sum of the wages and allowances, for which the principal contractor contracts to engage targeted labour in the performance of the contract, expressed as a percentage of the contract amount associated with the targeting strategy that is identified in the targeting data.

mediation: a process where a neutral third party assists disputing parties in resolving conflict.

Parties: means the *[insert name of employer]* and the Community Project Committee.

practical completion certificate: a certificate issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

project: means the *[insert name of construction works project]*.

signature date: means when the last signing party has signed the agreement.

targeted enterprise: a sole trader, partnership or legal entity which is

- a) a business within the target area,
- b) engaged in the performance of the contract, and

- c) defined as the target group in the targeting data.

targeted labour: individuals who

- a) are employed by the contractor in the performance of the contract,
b) are defined as the target group in the targeting data, and
c) permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

targeted manufacturer: targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the contractor for the performance of the contract.

targeted supplier: targeted enterprise that

- a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business, and
b) engages, as its principal business and in its own name, in the purchase and sale of goods.

Note: Adapted from SANS 10845-7:2015, definition 2.14

targeting strategy: an approach which is pursued to make a contract participation goal an obligation of contract.

C2. Background

The [*insert name of employer*] aims to enter into a contract with a cidb registered contractor for the construction of the [*insert name of construction works project*], which will be constructed in the following municipality/municipalities [*delete which is not applicable*]:

- a) [*insert name of affected municipality/municipalities*];
b) [*insert name of affected municipality/municipalities*];

The construction will take place within the following Wards:

- a) [*insert name of affected Wards*];
b) [*insert name of affected Wards*];

The construction works will target the use of local enterprises and local labour.

C3. Objectives of this Agreement

The objectives of this Agreement are to obtain agreement with the Community Project Committee, representing the affected communities:

- a) on the targeting strategy and contract participation goals to be employed on the construction works; and
- b) on mediation for the resolution of community matters affecting the performance of the construction works contract (see cidb *Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts*).

C4. Roles and Responsibilities

C4.1 The Employer's responsibilities:

- a) The Employer shall facilitate the establishment of a Community Project Committee representing the affected communities. The Community Project Committee should include the affected Ward Councillor(s) and relevant community leaders.
- b) The Employer shall present the Employer's proposed targeting strategy and contract participation goals to be employed on the construction work.
- c) The Employer shall seek agreement with the Community Project Committee, representing the affected communities, on a targeting strategy and contract participation goals to be employed on the construction work.
- d) The Employer shall seek agreement with the Community Project Committee, representing the affected communities, on mediation for the resolution of community matters affecting the performance of the construction works contract¹⁰.
- e) The cost of such mediation shall be to the Employer's account.

C4.2 The Community Project Committee's responsibilities:

- a) The Community Project Committee shall represent the affected communities, and shall seek to obtain the mandate to represent the affected communities in good faith. The affected communities should be represented by their relevant Ward Councillors, and the Community Project Committee shall record this mandate in writing.
- b) The Community Project Committee shall seek agreement with the Employer on a targeting strategy and contract participation goals to be employed on the construction work.
- d) The Community Project Committee shall seek agreement on mediation for the resolution of community matters affecting the performance of the construction works contract¹¹.

C4.3 Agreement:

¹⁰ As specified in the cidb Standard for Contract Participation Goals for Construction Works Contracts.

¹¹ *ibid*

- a) The agreement reached between the Parties shall be included as Annex 1 to this Agreement, and shall also be included in the contract data of the Project.

C5. Deliverables and Timeframes

This Agreement will come into effect on the date of signing of this agreement, and shall remain in effect until issuing of a practical completion certificate.

C6. Sole Agreement

This Agreement constitutes the sole record of understanding between the Parties with respect to the subject matter and supersedes any previous agreement between parties.

Signatures

[insert name of employer]

[insert name of CPC]

Authorised Signature: _____

Authorised Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Annex 1: Community Agreement

Appendix D: Community Liaison Officer (CLO) ¹²

D1. Duties and Responsibilities of the CLO

The Community Liaison Officer shall:

- 1) Represent the community and assist the employer, the employer's agent and the contractor with communication between them and the community.
- 2) Inform community regarding the project detail, safety precautions and programme.
- 3) Be available at the site offices generally between the hours of 07:00 and 09:00 and again from 15:00 until end of working day. Normal working hours will be from 07:00 am till 17:00.
- 4) Assist with relocation of people, where applicable.
- 5) Maintain an up-to-date record of potential employees within the community and provide the contractor with copies of this information.
- 6) To identify, screen and nominate labour from the community in accordance with the contractor's requirements and determine, in consultation with the contractor, the needs of local labour for employment and relevant technical training, where applicable.
- 7) Liaise between principal contractor and labour regarding wages and conditions of employment.
- 8) Communicate daily with the principal contractor on labour related issues such as numbers and skills.
- 9) Identify possible labour disputes, unrest, strikes, etc., in advance and assist in their resolution.
- 10) Have a good working knowledge of the contents of the contract document regarding labour and training matters.
- 11) Attend all meetings at which the community and/or labour is represented or discussed.
- 12) Attend contract site meetings and report on community and labour issues at these meetings.
- 13) Co-ordinate and assist with the obtaining of information regarding the community's needs (questionnaires, etc.).
- 14) Inform local labour of their conditions of temporary employment, to ensure their timeous availability and to inform them timeously of when they will be relieved.
- 15) Ensure that all labour involved in activities when tasks have been set, are fully informed of the principle of task based work.
- 16) Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- 17) Keep a daily written record of interviews and community liaison.
- 18) Arrange venues for training if required.
- 19) Assist with the training and education of the community regarding the correct usage of the services, where applicable.
- 20) Any other duties that may become necessary as the works progress.

¹² After Nelson Mandela Bay Municipality.

D2. Minimum Requirements

Guidelines for the minimum requirements for the appointment of a Community Liaison Officer are given below¹³:

- 1) Should have a Grade 12 with the ability to comprehensively read and write in English and relevant language spoken by the community.
- 2) Should be able to demonstrate or provide evidence of knowledge of community and in forming good relations within the community.
- 3) Should be able to recruit local labour for contract employment.
- 4) Should be able to identify local enterprises as suppliers or subcontractors.
- 5) Should be reliable and accountable.
- 6) Should have an understanding of construction and be able to communicate with principal contractors and sub-contractors.
- 7) Should reside in the community.

¹³ Adapted from *Policy on Community Participation and Recruitment And Selection of Local Labour in Construction Contracts For The Department Of Transport And Public Works*; Department of Transport and Public Works, Western Cape Government.

Appendix E: Guidelines for the Selection and Recruitment of Targeted Labour¹⁴

- 1) The identification of potential semi-skilled and unskilled labour that meet the requirements of the targeting data (including targeting area) should take place within the Community Project Committee (CPC), and led by the Community Liaison Officer (CLO).
- 2) A Community Project Committee meeting to identify potential semi-skilled and unskilled must be well advertised in the target area, being cognisant of the main language spoken in the area, as well as the media most accessible to the community.
- 3) Should the target area from which possible local labourers are to be drawn be too large, meetings should be held in each ward.
- 4) A representative from the employer should be present at the Community Project Committee meetings.
- 5) The following information should be made available at the meeting:
 - details of the project;
 - type of work available in the project;
 - explanation of work methods to be used;
 - estimated number of unskilled and skilled work opportunities available.
- 6) A basic job application form is to be distributed to all present and explained.
- 7) The job application form should require verifiable information to identify the potential labour as being from the target area, including place of residence.
- 8) The process that will be followed to determine the selected local labour is to be explained to all individuals present.
- 9) A basic job application form is to be completed by all present.
- 10) The prospective labourer is required to place the application in a sealed box.
- 11) Different application boxes must be provided for each skill or trade as well as for the unskilled.
- 12) The Community Liaison Officer is to draw double the number of applications from each box in full view of the entire meeting. One list is to be according to the labour requirements (i.e. the number of opportunities available) and another with the same amount of names for standby - per application box.

¹⁴ Adapted from *Policy on Community Participation and Recruitment And Selection of Local Labour in Construction Contracts for the Department of Transport and Public Works*; Department of Transport and Public Works, Western Cape Government.

- 13) Individuals whose names are drawn must be contacted and present themselves at the front of the meeting. (It is compulsory that all applicants attend the Community Project Committee meeting where the selection process will take place).
- 14) After the drawing process has been completed, the meeting should be informed of an appeal process to be followed should individuals have a problem with the drawing process.
- 15) The meeting must be informed of the date by when the successful applicants will be made public.
- 16) Once the appeal period has elapsed, the two lists per category must be made public by putting them up in key locations in the community. Lists are also to be provided to the CLO and to the principal contractor.
- 17) A database of all applications should be compiled after the meeting by the principal contractor to ensure that all applications are captured for future reference should the need arise.
- 18) Workers are to be appointed in the order in which they were drawn from the box i.e. in the order on the list.
- 19) Should the successful applicant not accept the work, his or her name is to be removed from the list. Should all people on the first list have been given a chance or appointed, the individuals on the second list are provided with an opportunity on a first drawn first opportunity basis.
- 20) Should all individuals on the two lists have been afforded an opportunity, then the individuals whose names have been captured in the database (i.e. the balance of the individuals' who submitted an application into the respective box) should be provided with an opportunity.
- 21) Only individuals who applied through this application process and whose names appear on the database may be appointed as local labour on the project.

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 1240

10 NOVEMBER 2017

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994
(ACT NO. 22 OF 1994)

Notice is hereby given in terms of Section 11(1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994 as amended); that a claim for restitution of land rights on:

REF NO.	CLAIMANT	PROPERTY	PORTION	CURRENT LAND OWNER	BONDS /NO BONDS	DEED OF TRANSFER
Z 0278	Mr. Mlandu Petrus Sibanyoni	Mullershoop 544 JR	Portion 0(RE)	Republic Van Suid Afrika	None	T30267/1965
Z 0246	Sekoma Jeffrey Seoka	Beynespoort 335 JR(687.5183 hectares)	Portions 1(RE)	Premier Transvaal Diamond Mining CO PTY LTD	None	T7445/1908
		Beynespoort 335 JR(862.6510 hectares)	Portions 2(RE)	Republiek van Suid Afrika &		T7446/1908
		Beynespoort 335 JR(71.2535 hectares)	Portions 19(RE)	Aphane Jacob Dinkwanyana and Aphane Sylvia Mathetu	Absa Bank B4443/1997	T37490/2016
L 0069	Mr. Moshemi Power Madumo	Ellison Agricultural Holdings	Holding 60	National Government of the Republic of South Africa	None	T13316/1996 T93610/2015
		Ellison Agricultural Holdings	Holding 61	National Government of the Republic of South Africa	None	T13316/1996 T93610/2015

Interested Parties: Land Claimant, the current landowners and the City of Tshwane Metropolitan Municipality and Department of Rural Development and Land Reform, and the Nokeng Tsa Taemane Local Municipality.

have been submitted to the office of the Regional Land Claim Commission. The Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of Rule 5 of the Rules Regarding Procedure of Commission Established in terms of section 16 of Restitution of Land Rights Act as amended. Any interested party on the claim is hereby invited to submit representations in terms of section 11A of the Restitution of Land Rights Act No. 22 of 1994 as amended within 90 (Ninety) working days from the publication date of this notice, any comments/information may be send to:

MR. L.H. MAPHUTHA
The Regional Land Claims Commissioner
Gauteng Province
Private Bag X 03
ARCADIA
0007
TEL: (012) 310-6500/6620
FAX: (012) 323-2961


Mr. Solomon Maruma
Deputy Director (IMU)
Date: 02/11/2017

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 1241

10 NOVEMBER 2017



rural development
& land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

Chief Directorate: National Geo-Spatial Information

Private Bag X 10, Mowbray, 7705; Tel: 021-6584300; Fax: 021-658 4357;
Van der Sterr Building, Rhodes Avenue, Mowbray, 7705

**SOUTH AFRICAN LAND COVER CLASSES AND DEFINITIONS APPROVED IN TERMS OF SPATIAL
DATA INFRASTRUCTURE ACT NO 54, 2003**

ABSTRACT

The South African user needs survey of land cover classes and definitions conducted in May- June 2016 concluded on the classes and definitions listed in this document. The demand to have a standardised and compatible the land cover data sets it's important for the mapping and monitoring wide areas in a consistent manner. These classes are developed in a hierarchical structure because it offers the consistency and accommodates different levels of information depending on the scale of mapping and the source data used for mapping. The structure has 4 levels and can be defined as higher to lower level. The higher levels are defined as analytical criteria and at the lower levels the analytical criteria increases. Class criteria are not repeated per level. Level 4 is a class measure which is based on the source data to be used during mapping, it also dependent on the scale of mapping. Those class measures that have not identified measure, the end use can

Departement van Landelike Ontwikkeling en Grondhervorming - Umyango Wezokuthukiswa Kwezindawo Zasemakhaya Nezinguquko Kwezomhlaba - Muhasho wa Mveledziso ya Mahayani na Mbuyezezozo ya Mavu - Ndzawulo ya Nhlwukiso wa Matikoxkaya na Antswiso wa Misava - Lefapha la Thabollo ya Megae le Nishwatato ya Malatse - Lefapha la Thabollo ya Dibaka Isa Mhaae - Kgoro ya Thabollo ya Dinagamagae le Peakanyoleswa ya Naga - Isebe loPhuhiso lwamaPhandle noBuyekezo lwemihlaba - UmiNyango wokuThuthukisa iNdawo zemakhaya nokuBuyisekwa kweNaiha - Litiko Letekufutukiswa Kwentinzawo Tasemaphandleni Neingucuko Kutemhlaba

Page 1 of 17

identify them based on the user's requirement. Classes and definitions are important in order to develop sustainable land cover mapping, a harmonised collection of data at any scale. This means that any land cover data identified anywhere in South Africa is readily accommodated in this structure of classes and definitions. The definitions of classes considered all South African legislation affected in order to have the same meaning of class.



Departement van Landelike Ontwikkeling en Grondhervorming - UMnyango Wezokuthukiswa Kwezindawo Zasemakhaya Nezinguquko Kwezomhlaba - Mhasho wa Mveledziso ya Mahayani na Mbuyedzedzo ya Mavu - Ndzawulo ya Nhluvukiso wa Matikotikaya na Antswiso wa Mtsava - Lefapha la Thabololo ya Magae le Nishwafatso ya Matatshhe - Lefapha la Thabololo ya Dibaka lsa Mahae - Kgoro ya Thabololo ya Dinagamaqae le Peakanyoleswa ya Naga - ISebe loPhuhliso lwamaPhandle noBuyekezo lwemihlaba - UmNyango wokuThuthukisa iNdawo zemaKhaya nokuBuyiselwa kweNarha - Litiko Letekutfutukiswa KwentinzawoTasemaphandleni Neningucuko Kutemhlaba

Class: No	Level 1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level 3: Class	Class Definition	Level 4: Class Measure
1	Forest land	Land with natural or planted woody vegetation of any height greater than 2.5m; of which the canopies cover more than 5% of the land area; including land which is temporarily barren, but bears evidence of recent previous tree cover. This land cover class excludes fynbos and karoo shrubland, as well as tree crops cultivated for the production of food or beverages; e.g. tea plantations, vineyards, and orchards of fruit and nut crops	1.1	Natural wooded land	This class includes any land cover that of natural perennial woody vegetation of any condition; excluding fynbos or karoo shrubland. The minimum canopy should be typically equal or greater than 2.5m.	1.1.1	Contiguous Forest	Natural woody vegetation of any height that is not Fynbos or Karoo shrubland. Canopies of the wooded vegetation layer cover more than 75% of the land surface.	Very high Contiguous Forest > 20m
									High Contiguous Forest > 12m <20m
									Medium Contiguous Forest >6m <12m
									Low Contiguous Forest <2.5m <6m
									Very high Dense forest and woodland >20m
									High Dense forest and woodland >12m <20m
									Medium high Dense forest and woodland >6m , 12m
									Low Dense forest and woodland <2.5m <6m
									Very high Open woodland > 20m
									High Open woodland > 12m <20m
									Medium high Open woodland >6m , 12m
									Low Open woodland <2.5m <6m



Departement van Landelike Ontwikkeling en Grondhervorming - UMnyango Wezokuthukiswa Kwezindawo Zasemakhaya Nezinguquko Kwezomhlabano - Muhasho wa Mvelidiso ya Mahayani na Mbuyedzedzo ya Mavu - Ndzawulo ya Nhluvukiso wa Matikoxikaya na Antswiso wa Mtsava - Lefapha la Thabollo ya Magae le Nishwafatsa ya Mafatshe - Lefapha la Thabollo ya Dibaka lisa Mahae - Kgoro ya Thabollo ya Dinagamagae le Peakanyoleswa ya Naga - iSebe loPhuhliso lwamaPhandle noBuyekezo lwemihlabano - UmNyango wokuThuthukisa iNdawo zamaKhatya nokuBuyiselwa kweNatha - Litiko Letekufutukiswa kwenindzawo Tasemaphandleni Nelingucuko Kulemhlabano

Class: No	Level 1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level 3: Class	Class Definition	Level 4: Class Measure
			1.2.2				Dense planted forest	All areas of systematically planted (or cultivated), managed vegetation composed of primarily exotic species (including hybrids) with canopy cover between 35% - 75%.	Very high Dense planted forest > 20m High Dense planted forest > 12m <20m Low Dense planted forest <2.5m <6m
			1.2.3				Open planted forest	All areas of systematically planted (or cultivated), managed vegetation composed of primarily exotic species (including hybrids) with canopy cover between 10% - 35%.	Very high Open planted forest > 20m High Open planted forest > 12m <20m Medium high Open planted forest >6m ,12m Low Open planted forest <2.5m <6m
			1.2.4				Sparse planted forest	All areas of systematically planted (or cultivated), managed vegetation composed of primarily exotic species (including hybrids) with canopy cover between 5% - 10%.	Very high Sparse planted forest > 20m High Sparse planted forest > 12m <20m Medium high Sparse planted forest >6m ,12m Low Sparse planted forest <2.5m <6m

Departement van Landelike Ontwikkeling en Grondhervorming - UMnyango Wezokuthukiswa Kwezindawo Zasemakhaya Kwezinguquko Kwezomhlabha - Mhahasho wa Mvelediso ya Mahayani na Mbuyedzedzo ya Mavu - Ndzawulo ya Nhluvukiso wa Matikotikaya na Antswiso wa Mtsava - Lefapha la Thabololo ya Magae le Nishwafatsa ya Mafatshe - Lefapha la Thabololo ya Dibaka Isa Mahae - Kgoro ya Thabololo ya Dinagamagae le Peakanoyeswa ya Naga - iSebe loPhuhliso lwamaPhandle noBuyekezo lwemihlabha - UmNyango wokuThuthukisa iNdawo zemaKhaya nokuBuyisekwa kweNarha - Liliko Letekufutukiswa Kwenindzawo Tasemaphandleni Nelingucuko Kulemhlabha

Class: No	Level 1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level 3: Class	Class Definition	Level 4: Class Measure
								Temporary unplanted: Plantation areas that were clear-felled and have not been replanted yet. Currently denuded of plantation trees but the intent exists that it will be re-forested in future. One has to keep this as a separate class because: <ul style="list-style-type: none"> • this class indicates timber harvesting • there can theoretically be transition to a new species or other type of land cover • there is no species current - one would only be able to identify a species retrospectively (i.e. previous images). 	
			1.2.5				Temporary unplanted		
								Mainly mixed species, multiple age class, irregularly spaced. Area of various tree species of mostly exotic trees as groups in small plots or stands.	
			1.2.6				Other tree stands		



Departement van Landelike Ontwikkeling en Grondhervorming - UMnyango Wezokuthukiswa Kwezindawo Zasemakhaya Nezinguuko Kwezomhlaba - Muhasho wa Mvelediso ya Mahayani na Mbuyedzedzo ya Mavu - Ndzawulo ya Nhluvukiso wa Matikotikaya na Antliso wa Misava - Lefapha la Thabololo ya Magae le Nishwafatsa ya Matatshe - Lefapha la Thabololo ya Dibaka Isa Mahae - Kgoro ya Thabololo ya Dinagamaqae le Peakanyoleswa ya Naga - Isebe loPhuhliso lwamaPhandle noBuyekezo lwemihlaba - UmNyango wokuThuthukisa iNdawo zemakhaya nokuBuyisekwa kweNarha - Litiko Letekutifutukiswa Kwentindzawo Tasemaphandleni Nelingucuko Kutemhlaba

Class: No	Level 1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level 3:	Class: No	Level 4: Class Measure	
2	Shrubland	Shrublands or the shrub class is the community dominated by low, woody, self-supporting, multi-stemmed plants branching at or near the ground, between 0.2 m > 5 m in height, and with a total tree cover < 0.1 %.	2.1	Shrubs	Shrubs are typically broad-leaved or bushes, frequently deciduous. They are largely classified as woody vegetation with a height lower than 5m (from LCMIL glossary).	2.1.1	Closed shrubland	Shrublands or the shrub class is a class dominated by low, woody, self-supporting, multi-stemmed plants branching at or near the ground, between 0.2 m and 2 m in height, and with a plant canopy greater than 75%.		
						2.1.2	Dense shrubland	Shrublands or the shrub class is a class dominated by low, woody, self-supporting, multi-stemmed plants branching at or near the ground, between 0.2 m and 2 m in height, and with plant canopy between 35% - 75%.		
			2.2	Karoo and fynbos shrubland	Typically areas dominated by dwarf shrubs generally less than 1m high.	2.1.3	Open shrubland	Shrublands or the shrub class is the community dominated by low, woody, self-supporting, multi-stemmed plants branching at or near the ground, between 0.2 m and 2 m in height, and with plant canopy between 10% - 35 %.		Very high Fynbos (Supply values)
						2.2.1	Fynbos	Fynbos is a fire-prone shrubland dominated by small-leaved, evergreen shrubs typically occurring on nutrient poor sandy soils, also on limestone, leached clay soils and gravelly soils.	High Fynbos (Supply values) Medium high Fynbos (Supply values) Low Fynbos (and burnt) (Supply values)	

Departement van Landelike Ontwikkeling en Grondhervorming - UMnyango Wezokuthukiswa Kwezindawo Zasemakhaya Kwezinguquko Kwezomhlaba - Mhahasho wa Mvelidziso ya Mahayani na Mbuyedzedzo ya Mavu - Ndzawulo ya Nhluvukiso wa Matikotikaya na Antswiso wa Mtsava - Lefapha la Thabololo ya Magae le Nishwafatsa ya Mafatshe - Lefapha la Thabololo ya Dibaka Isa Mahae - Kgoro ya Thabololo ya Dinagamagae le Peakanoyeswa ya Naga - iSebe loPhuhliso lwamaPhandle noBuyekezo lwemihlaba - UmNyango wokuThuthukisa iNdawo zemaKhaya nokuBuyiselwa kweNarha - Litiko Letekufutukiswa Kwenindzawo Tasemaphandleni Nelingucuko Kulemhlaba

Class: No	Level1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level3: Class	Class Definition	Level 4: Class Measure
3	Grassland	Areas typically dominated by indigenous herbaceous graminoids (grasses) with > 4% vegetation cover. Areas may contain up to 5% woody cover. This may also include non-graminoids, herbaceous vegetation such as Namaqualand flowers	3.1	Natural grassland	Essentially indigenous species growing under natural or semi-natural conditions. Typically associated with the Grassland and Savanna biomes.	3.1.1	Natural grassland	Essentially indigenous species growing under natural or semi-natural conditions. Typically associated with the Grassland and Savanna biomes.	
			2.2.2			2.2.2	Karoo shrubland	Area dominated by dwarf shrubs (generally less than 1 m tall) intermixed with grasses, succulents, geophytes and annual forbs.	
			2.2.3			2.2.3	Succulent Karoo	Areas dominated by leaf-succulent shrubs typically occurring in areas dominated by winter rainfall distribution in South Africa.	



Departement van Landelike Ontwikkeling en Grondhervorming - UMnyango Wezokuthukiswa Kwezindawo Zasemakhaya Nezinguquko Kwezomhlaba - Muhasho wa Mveledziso ya Mahayani na Mbuyedzedzo ya Mavu - Ndzawulo ya Nhluvukiso wa Matikotikaya na Antswiso wa Misava - Lefapha la Thabollo ya Magae le Nishwafatsa ya Matatshe - Lefapha la Thabollo ya Dibaka Isa Mahae - Kgoro ya Thabollo ya Dinagamaqae le Peakanyoleswa ya Naga - Isebe loPhuhliso lwamaPhandle noBuyekezo lwemihlaba - UmNyango wokuThuthukisa iNdawo zemaKhaya nokuBuyisekwa kweNarha - Litiko Letekutfutukiswa KwentindzawoTasemaphandleni Nelinguquko Kutemhlaba

Class: No	Level1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level3: Class	Class Definition	Level 4: Class Measure
4	Waterbodies	This class includes all natural and artificial surface water features. This category entails permanent and seasonal features such as rivers, pans, major reservoirs, farm-level irrigation dams, pans ,lakes, lagoons and flooded mine pits	4.1	Natural	Waterbodies occurring naturally in a landscape.	4.1.1	Rivers	Perennial and non-perennial flowing rivers which can be subdivided into permanent or seasonal rivers.	
						4.1.2	Estuaries and lagoons	Waterbodies associated with oceans which occur at the mouth of rivers or are replenished by tidal flow.	
						4.1.4	Ocean	Saltwater waterbodies.	
						4.1.5	Lakes	Large standing waterbodies with fresh water.	
						4.1.6	Pans	Pans that contain surface water at the time of observation.	Perennial Pans Non-perennial pans
						4.2.1	Dams	Infrastructure constructed for the purpose of water use whereby a dam wall is built interrupting the flow of rivers.	
						4.2.2	Canals	Artificial waterway largely used for agricultural purposes.	
						4.2.3	Sewage pods	Infrastructure constructed by building wall for the purpose of sewage treatment and that's where sewage ends.	
						4.2.4	Flooded mine pits	Waterbodies associated with or created by mining activities	
									4.2

Departement van Landelike Onwikkeling en Grondhervorming - UMnyango Wezokuthukiswa Kwezindawo Zasemakhaya Kwezinguquko Kwezomhlaba - Mhasho wa Mvelidiso ya Mahayani na Mbuyedzedzo ya Mavu - Ndzawulo ya Nhlwukiso wa Matikotikaya na Antswiso wa Mtsava - Lefapha la Thabololo ya Magae le Nishwafatsa ya Mafatshe - Lefapha la Thabololo ya Dibaka lisa Mahae - Kgoro ya Thabololo ya Dinagamagae le Peakanoyoleswa ya Naga - iSebe loPhuhliso lwamaPhandle noBuyekezo lwemihlaba - UmNyango wokuThuthukisa iNdawo zemaKhatya nokuBuyiselwa kweNarha - Liliko Letekufutukiswa KwenindzawoTasemaphandleni Nelingucuko Kulemhlaba

Class: No	Level1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level 3: Class	Class Definition	Level 4: Class Measure
5	Wetlands	Natural or artificial areas where the water level is permanently or temporarily at (or very near) the land surface, typically covered in either herbaceous or woody vegetation cover. The category includes fresh, brackish, salt-water conditions and floating vegetation but excludes areas with only occasional flooding. Examples include reed-marsh or papyrus-swamp.	5.1	Herbaceous wetlands	These are wetlands covered in permanent or seasonal herbaceous vegetation, whose boundary is mapped on the bases of observable surface vegetation patterns.	5.1.1	Rooted	Rooted herbaceous wetland thrive in waterlogged soils and produce extensive root systems These includes plants such as typha domingensis.	
			5.1.2		Non-rooted (floating vegetation)	The non-rooted or floating herbaceous wetland includes floating vegetation such as grass meadows.			
		5.2	Woody wetlands	As above, except characterized by trees, i.e. mangroves.	5.2.1	Mangroves	Mangroves are salt tolerant woodland or shrubland adapted to life in harsh coastal conditions such as brackish water to pure sea-water.		
					5.2.2	Others			
6	Barren land	Barren lands are described as natural and artificial non-vegetated areas, (excluding features such as agricultural fields with no crop cover, and mining activities and built-up), where the substrate or soil exposure is clearly apparent.	6.1	Consolidated	Natural areas of exposed rock or permanently dry-pans (or hard-pans) associated with a surface crust. Agricultural fields with no crop cover, and open cast mines and quarries are excluded. The surface may consist of large coarse fragments.	6.1.1	Natural rock surface	Areas with exposed rock surface	
			6.2	Unconsolidated	Natural areas of exposed bare soil with no, or very little vegetation cover during any time of the year, (excluding agricultural fields with no crop cover, and open cast mines and quarries). These may also include loose and shifting sand.	6.2.1	Dry pans	These are areas of hard soil surface that are impervious by water and / or plant roots.	
									This entails removal of top soil by water wind or ice resulting to gullies.
									Sheet erosion



Class: No	Level 1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level 3: Class	Class Definition	Level 4: Class Measure
							6.2.2	Sand dunes These are ridges or hills of sand which are common features of shoreline and desert environment. They provide habitat for plants and animals including rare and endangered species.	
							6.2.3	Coastal dunes These are sand dunes occurring in coastal areas.	
							6.2.4	Beach sand This is the zone above the waterline at a shore of a body of water, marked by an accumulation of sand that has been deposited by the tide or waves.	
							6.2.5	Riverbed material This entails the material where the river channel once existed.	
							6.2.6	Others	
7	Cultivated	Cultivated lands are areas where the natural vegetation has been removed and replaced by a different type of vegetative cover either on an annual or perennial basis through human intervention and seasonal modification with the intent to harvest. The surface may be temporarily without vegetative cover.	7.1	Permanent crops	Lands cultivated with crops that occupy the area for periods longer than two growth seasons and are not replanted after harvest. Replantation can however occur after the lifespan of the specific crop. Examples would include tea plantations, vineyards, sugarcane and citrus orchards, hops and nuts.	7.1.1	Irrigated	This refers to production practices that mostly rely on additional water sources during the growth period of the crop. This additional water can be from any water source (borehole, dams, rivers etc.) and applied to the crop through various irrigation mechanisms (pivot, drip, drag line etc.).	



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Class: No	Level 1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level 3: Class	Class Definition	Level 4: Class Measure
			7.1.2				Drylands	Areas with no additional water source used during the growing periods of the crop and relies on natural water sources (rain) for watering the crop.	
			7.2	Temporal crops	Land under temporal crops (i.e annuals), that are harvested at the completion of the growing season, that remains fallow until replanted. Temporal crops may include crops that are on the land for two sequential growth seasons and then harvested. Examples would include grain crops, legumes, vegetables, sugarcane and planted pastures.	7.2.1	Irrigated	This refers to production practices that mostly rely on additional water sources during the growth period of the crop. This additional water can be from any water source (borehole, dams, rivers etc.) and applied to the crop through various irrigation mechanisms (pivot, drip, drag line etc.).	
						7.2.2	Drylands	Areas with no additional water source used during the growing period of the crop and only natural water sources (rain) are available to the crop.	
			7.3	Fallow land and old fields	Areas that were previously cultivated and have been left undisturbed, allowing natural vegetation to return.	7.3.1		Areas that are regularly cultivated but where the existing land or land cover is temporarily uncovered (not exceeding a period of ten years). This can be due to seasonal changes, financial constraints or as a result of crop specific production practices.	
						7.3.2	Fallow land	A previously cultivated area that has been left undisturbed for a period of 10 years or more and where the natural vegetation has returned. The upper layer of the soil has been disturbed due to human intervention	
							Old fields		



Class: No	Level1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level3: Class	Class Definition	Level 4: Class Measure	
8	Built-up	A generic class, essentially comprising all built-up areas, in which people reside on a permanent or near-permanent basis, identifiable by the high density of residential and associated infrastructure. Includes both towns, villages, and where applicable, the central nucleus of more open, rural clusters, and urban periphery areas. This class also includes commercial, industrial, transportation and any other constructed areas (excluding mines and quarries).	8.1	Residential	Built-up non-linear areas in which people reside on a permanent or near-permanent basis. This includes villages, formal and informal settlements from high to low building density.	8.1.1	Formal	All structures built on a planned, and formal infrastructure base (typically observed through a road infrastructure)	High density Medium density Low density	
			8.2	Village	Occurs within a rural environment which can be scattered or dense and may include farm stands.	8.2.1	Scattered	All structures built without any planned or formal infrastructure base		
									Scattered or dispersed settlement is one of the main types of settlement patterns to classify rural areas in South Africa. These are characterised by vast distance between two households.	
							8.2.2	Dense rural	Dense rural settlements are characterised by rural dwellings close to each other.	
			8.2	Small holdings / Pre-urban SPLUMA	Formal agriculture holdings, small holdings and peri-urban areas with similar characteristics.	8.2.1		Formal agriculture holdings, small holdings and peri-urban areas with similar characteristics.		

Class: No	Level 1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level 3: Class	Class Definition	Level 4: Class Measure
			8.3	Urban vegetation	All transformed vegetation within built-up areas that cannot be classed under any other classes (forest land, shrubland, grassland or cultivated). It includes all open green spaces within an urban area, which provides for recreational activities. Examples include urban parks, playgrounds, paths, sports fields, golf courses and picnic areas.	8.3.1	Recreational fields	Recreational fields may include sport grounds, golf course, urban parks and picnic areas.	
			8.4	Commercial	Built-up surface for non-residential areas used primarily for the conduct of commerce and other mercantile business, typically located in the central business district (CBD). Often consisting of a concentration of multi-level buildings, but also includes small commercial zones (i.e. spaza shops) within former black townships.	8.4.1	Commercial	Built-up surface for non-residential areas used primarily for the conduct of commerce and other mercantile business, typically located in the central business district (CBD). Often consisting of a concentration of multi-level buildings, but also includes small commercial zones (i.e. spaza shops) within former black townships.	
			8.5	Industrial	A built-up surface for non-residential areas with major industrial (i.e. manufacture and/or processing of goods and products). Example would include office parks, industrial parks, power stations (renewable energy infrastructure), steel mills.	8.5.1	Light	Light industry are characterised by activities that produce relatively small amount of smoke and other effluents, noise and dust. Light industry includes facilities such as storage, clothes consumer electronics and home appliances manufactures	



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Class: No	Level 1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level 3: Class	Class Definition	Level 4: Class Measure
						8.5.2	Heavy	Heavy industry is characterised by big plants covering large areas of land. Examples include steel, oil refining, ship building industries.	
						8.6.1	Roads	This is a linear feature subdivided to paved and unpaved material. Paved roads are covered with an artificial material to consolidate the soil surface, whereas unpaved roads are either bare and consist of a compressed surface or are covered with unconsolidated material like gravel.	
						8.6.2	Railways	The area is characterised by a combination of materials (such as wood, gravel concrete, iron) to form a very specific linear structure for train transport.	
						8.6.3	Airfields	These are area strips for aircraft take-off and landing.	
						8.6.4	Harbours	Terrestrial infrastructure associated with harbours and ports.	
			8.6	Transport	This category relates to any transport, communication or supply system that is built as a linear structure in order to connect two locations (for example roads, railways, electric lines, pipe lines, etc.).				

Class: No	Level1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level 3: Class	Class Definition	Level 4: Class Measure
9	Mines and quarries	Areas in which mining activity has been conducted. This includes both opencast mines and quarries, evaporative mines (salt mines) as well as surface infrastructure, mine dumps, etc. associated with underground mining activities.	9.1	Surface infrastructure	Surface infrastructure supporting sub surface and surface mining activities.	9.1.1	Mine buildings and machinery	This entails all infrastructure material used to support mining activities.	
			9.2	Extraction sites	Active or non-active surface-based mining activities. This involves mining in which soils and rocks overlaying the mineral deposits are removed. Types of mining include: strip mining, open-pit mining, mountain top removal and dredging mining.	9.2.1	Open cast mine	This is a type of surface mining in which mineral resources are removed from the earth through large holes into the surface	



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Class: No	Level 1: Class	Class Definition	Class : No	Level 2: Class	Class Definition	Class : No	Level 3: Class	Class Definition	Level 4: Class Measure
						9.2.2	Quarries	Quarries are excavation or pits largely for extraction of building stone and / or gravel.	
						9.2.3	Dredging	Dredging is the removal of sediments and debris from the bottom of lakes, harbours, rivers and other waterbodies commonly conducted to clear water channels for transportation.	
						9.2.4	Salt mines	This is a mine from which halite commonly known as rock salt is extracted	
			9.3	Mine waste and resource dumps	Artificial dumps consisting of mine waste material or stock pile resources.	9.3.1	Tailing dams / Mine waste	This is soil or rock pile waster material which is removed to gain access to buried ore when mining occurs. This is usually occurring by filling up big hole created to dump such waste which also has water when it rains	
						9.3.2	Stock piles	This is soil or rock pile material which is removed to gain access to buried ore when mining occurs.	

Departement van Landelike Onwikkeling en Grondhervorming - UMnyango Wezokuthukiswa Kwezindawo Zasemakhaya Kwezinkhaya - Mhasho wa Mvelediso ya Mahayani na Mbuyedzedzo ya Mavu - Ndzawulo ya Nhluvukiso wa Matikotikaya na Antswiso wa Mtsava - Lefapha la Thabololo ya Magae le Nishwafatsa ya Matatshe - Lefapha la Thabololo ya Dibaba Isa Mahae - Kgoro ya Thabololo ya Dinagamagae le Peakanoyeswa ya Naga - iSebe loPhuhliso lwamaPhandle noBuyekezo lwemihlaba - UmNyango wokuThuthukisa iNdawo zemaKhaya nokuBuyiselwa kweNatha - Liko Letekufutukiswa Kwenindzawo Tasemaphandleni Nelingucuko Kutemhamba

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 1242

10 NOVEMBER 2017

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/2/D/81/0/0/1

CLAIMANT : Nomacici Catherine Duzey

PROPERTY DESCRIPTION : Arable (Garden Lot No. 146) and residential land (Building Lot No. 94) in Cimezile Village No. 17, Whittlesea

EXTENT OF LAND : 1.8414 hectares Garden Lot and 0.2023 square metres Building Lot

TITLE DEED : N/A

DISTRICT MUNICIPALITY : Chris Hani District Municipality

DATE SUBMITTED : 04 September 1996

CURRENT OWNER : Department of Rural Development and Land Reform

Has been submitted to the Regional Land Claims Commissioner and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course. Any person who has an interest in the above-mentioned land is hereby invited to submit, within sixty (60) days from the publication of this notice, any comments/information to

**Office of the Regional Land Claims Commissioner : Eastern Cape
Department of Rural Development and Land Reform
PO Box 1375
East London
5200
Tel : 043 700 6000
Fax : 043 743 3687**


**Mr. L.H. Maphutha
Regional Land Claims Commissioner**

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 1243

10 NOVEMBER 2017

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/2/D/76/0/0/1

CLAIMANT : Nomajoni Selina Mzinzi

PROPERTY DESCRIPTION : Portion of unsurveyed and unregistered land in
Mandela Park

EXTENT OF LAND : 1.6482 hectares

TITLE DEED : None

DISTRICT MUNICIPALITY : Joe Gqabi

DATE SUBMITTED : 01 September 1996

CURRENT OWNER : Walter Sisulu Local Municipality

Has been submitted to the Regional Land Claims Commissioner and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course. Any person who has an interest in the above-mentioned land is hereby invited to submit, within sixty (60) days from the publication of this notice, any comments/information to

Office of the Regional Land Claims Commissioner : Eastern Cape
Department of Rural Development and Land Reform
PO Box 1375
East London
5200
Tel : 043 700 6000
Fax : 043 743 3687



Mr. L.H. Maphutha
Regional Land Claims Commissioner

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 1244

10 NOVEMBER 2017

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/2/J/957/0/0/1 (M1899)

CLAIMANT : Mannete Mathaba Makeng ..

PROPERTY DESCRIPTION : Portion of Land in Tom, Toot and Noponti Farms

EXTENT OF LAND : 26.03481 hectares

DISTRICT : Elundini / Joe Gqabi

DATE SUBMITTED : 17th December 1998

CURRENT OWNER : Mrs B.M. Mhlawuli, Mr Jonas, Mr Mafunda,
Mr A.D. Dube, V.K. Dube and Mrs Rhalata

Has been submitted to the Regional Land Claims Commissioner and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course. Any person who has an interest in the above-mentioned land is hereby invited to submit, within sixty (60) days from the publication of this notice, any comments/information to

Office of the Regional Land Claims Commissioner : Eastern Cape
Department of Rural Development and Land Reform
PO Box 1375
East London
5200
Tel : 043 700 6000
Fax : 043 743 3687



Mr. L.H. Maphutha
Regional Land Claims Commissioner

Date: 2017/06/27

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 1245

10 NOVEMBER 2017

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/2/D/58/0/0/18
CLAIMANT : Liwani Nontobeko
PROPERTY DESCRIPTION : Erf 369, Bathurst
EXTENT OF LAND : 212,1829 Hectares
DISTRICT MUNICIPALITY : Sarah Baartman
TITLE DEED : No Title Deed
DATE SUBMITTED : 10 / 12 / 1998
CURRENT OWNER : Bathurst Agricultural Research Centre

Has been submitted to the Regional Land Claims Commissioner and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course. Any person who has an interest in the above-mentioned land is hereby invited to submit, within sixty (60) days from the publication of this notice, any comments/information to

**Office of the Regional Land Claims Commissioner : Eastern Cape
Department of Rural Development and Land Reform
PO Box 1375
East London
5200
Tel : 043 700 6000
Fax : 043 743 3687**



**Mr. L.H. Maphutha
Regional Land Claims Commissioner**

DEPARTMENT OF TELECOMMUNICATIONS AND POSTAL SERVICES

NO. 1246

10 NOVEMBER 2017

**ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, 2002
(ACT NO. 25 OF 2002)****AMENDMENT OF THE ALTERNATIVE DISPUTE RESOLUTION REGULATIONS**

I, Dr Siyabonga Cyprian Cwele, Minister of Telecommunications and Postal Services, hereby, in terms of section 69 read with section 94 of the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), amend the Alternative Dispute Resolution Regulations published in Government Notice No. R. 1166, Government *Gazette* 29405 on 22 November 2006, as amended by Government Notice No. 1228, Government *Gazette* 39504 on 11 December 2015, as indicated in the Schedule.



Dr Siyabonga Cyprian Cwele, MP
Minister of Telecommunications and Postal Services

SCHEDULE

AMENDMENT OF THE ALTERNATIVE DISPUTE RESOLUTION REGULATIONS

1. Amendment of Arrangement of Regulations

The Arrangement of Regulations which occur before Regulation 1 of the Alternative Dispute Resolution Regulations is hereby amended—

(a) by the substitution for item 7 of the following item:

“Dispute procedure 7”; and

(b) by the insertion after item 19 of the following item:

“Informal mediation 19A”.

2. Amendment of regulation 1

Regulation 1 of the Alternative Dispute Resolution Regulations is hereby amended by the insertion after the definition of “decision” of the following definition:

“‘informal mediation’ means impartial mediation which the Authority conducts to facilitate a resolution acceptable to both Parties;”.

3. Amendment of regulation 4

Regulation 4 of the Alternative Dispute Resolution Regulations is hereby amended –

(a) by the substitution for subregulation (3) of the following subregulation:

“(3) There shall be a rebuttable presumption of abusive registration if the complainant proves that the registrant has been found to have made an abusive registration in three or more disputes in the two years before the dispute was filed.”; and

(b) by the insertion of the following subregulation:

“(4) In order to succeed with rebutting the presumption of abusive registration as contemplated in regulation 4(3), the registrant must prove that the registration of the domain name is not an abusive registration.”.

4. Substitution of regulation 5

The following regulation is hereby substituted for regulation 5 of the Alternative Dispute Resolution Regulations:

5. Factors, which may indicate that the domain name is not an abusive registration, include-

(a) before being aware of the complainant's cause for complaint, the registrant has -

(i) used or made demonstrable preparations to use the domain name in connection with a good faith offering of goods or services;

- (ii) been commonly known by the name or legitimately connected with a mark which is identical or similar to the domain name; or
 - (iii) made legitimate non-commercial or fair use of the domain name;
- (b) the domain name is used generically or in a descriptive manner and the registrant is making fair use of it; and
- (c) that the registrant has demonstrated fair use, which use may include web sites operated solely in tribute to or fair criticism of a person or business: Provided that the burden of proof shifts to the registrant to show that the domain name is not an abusive registration if the domain name (not including the first and second level suffixes) is identical to the mark in which the complainant asserts rights, without any addition.”.

5. Substitution of regulation 7

The following regulation is hereby substituted for regulation 7 of the Alternative Dispute Resolution Regulations:

“Dispute procedure

7. The procedure in Chapter III prescribes the process for initiating, conducting and concluding a dispute.”.

6. Substitution of regulation 9

The following regulation is hereby substituted for regulation 9 of the Alternative Dispute Resolution Regulations:

- “9. (1) The possible decisions pursuant to a dispute before an adjudicator are limited to -
- (a) in the case of abusive registrations the refusal of the dispute or the transfer of the disputed domain name to the complainant;
 - (b) in the case of offensive registrations the refusal of the dispute or the deletion and prohibition of the domain name from future registration;
 - (c) a refusal of the dispute as the dispute constitutes reverse domain name hijacking;
 - (d) cancellation of the disputed domain name as contemplated in subregulation (3).

(2) If three disputes from a Complainant were refused within a period of two years based on reverse domain name hijacking, the provider will not accept any further complaints from the complainant for a period of two years from the date of the last decision, except on good cause shown.

(3) In the case of abusive registrations, the cancellation of the domain name may be considered by the adjudicator when the complainant and a third party have rights or registered rights and it is a more appropriate remedy than the refusal or transfer of the domain name.”.

7. Amendment of regulation 11

Regulation 11 of the Alternative Dispute Resolution Regulations is hereby amended—

(a) by the insertion after subregulation (1) of the following subregulation:

“(1A) Any party that institutes legal action on any related matter in the High Court of the Republic of South Africa must inform the second level domain administrator in writing either by facsimile, registered post or courier.”; and

(b) by the substitution for subregulation (3) of the following subregulation:

“(3) A second level domain administrator must implement the decision, as contemplated by regulation 30, unless the second level domain administrator has been informed as contemplated in subregulation (1A) that either party has commenced legal action in the High Court of the Republic of South Africa concerning the domain name.”.

8. Amendment of regulation 16

Regulation 16 of the Alternative Dispute Resolution Regulations is hereby amended by the substitution in subregulation (2) for paragraph (l) of the following paragraph:

“(l) conclude with the following statement followed by the signature of the complainant or his or her authorised representative and be administered as an oath or affirmation by a Commissioner of Oaths, or person holding a similar public office when signing the complaint in a foreign country:

“The complainant certifies that the information contained in this dispute is, to the best of complainant's knowledge, both complete and accurate, that this dispute is not being used for any improper purpose, such as to harass the registrant, and that the assertions in this dispute are warranted under these Regulations and under applicable law.

Signature of Complainant

Date:

Place:

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence:

(i) Do you know and understand the contents of the declaration?

Answer:

(ii) Do you have any objection to taking the prescribed oath or affirmation?

Answer:

(iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?

Answer:

I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.

Commissioner of Oaths/ Person holding similar public office

Full Name:

Designation:

Area:

Office held *ex officio*:

Business address:

Date:

Place:"".

9. Amendment of regulation 18

Regulation 18 of the Alternative Dispute Resolution Regulations is hereby amended –

- (a) by the substitution in subregulation (2) for paragraph (f) of the following paragraph:

"(f) conclude with the following statement followed by the signature of the registrant or his or her authorised representative and be administered as an oath or affirmation by a Commissioner of Oaths, or person holding a similar public office when signing the response in a foreign country:

"The registrant certifies that the information contained in this response is, to the best of registrant's knowledge, both complete and accurate, that this response is not being presented for any improper purpose, such as to harass the complainant, and that the assertions in this response are warranted under these Regulations and under applicable law.

Signature of Registrant

Date:

Place:

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence:

(i) Do you know and understand the contents of the declaration?

Answer:

(ii) Do you have any objection to taking the prescribed oath or affirmation?

Answer:

(iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?

Answer:

I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.

Commissioner of Oaths/ Person holding similar public office

Full Name:

Designation:

Area:

Office held *ex officio*:

Business address:

Date:

Place:"";

(b) by the substitution for subregulation (3) of the following subregulation:

"(3) If the registrant does not submit a response, the adjudicator must decide the matter based on the dispute contemplated in regulation 16(1) and issue a summary decision in accordance with regulation 9(1)(a) or (b)."; and

(c) by the insertion after subregulation (3) of the following subregulations:

"(4) A summary decision will, however, only be granted by the adjudicator if the following requirements are met-

(a) that the registrant has been notified of the dispute in accordance with regulation 15(1);

(b) that the complainant has to the reasonable satisfaction of the adjudicator shown that he or she has rights in a name or mark, which is identical or similar to the domain name and, in the hands of the registrant the domain name is an abusive registration, or offensive registration; and

(c) that there are no other factors or circumstances present in the dispute that would unfairly deprive the registrant of the domain name.

(5) A summary decision is regarded as a decision as contemplated in regulation 29."

10. Amendment of regulation 19

Regulation 19 of the Alternative Dispute Resolution Regulations is hereby amended-

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

“(1) Within five days of receiving the response from the provider, the complainant may submit a reply to the registrant’s response to the provider, which the provider must forward to the registrant.”; and

(b) by the substitution for subregulation (3) of the following subregulation:

“(3) Upon the expiry of the five days, but no later than two days thereafter, the provider will inform the Authority to conduct informal mediation in accordance with regulation 19A.”.

11. Insertion of regulation 19A

The following regulation is hereby inserted in the principal Act, after regulation 19:

“Informal mediation

19A. (1) Within two days of being informed by the provider as contemplated in regulation 19(3), the Authority will begin to conduct informal mediation. Informal Mediation will be conducted in a manner which the Authority, in their sole discretion, considers appropriate. No informal mediation will occur if the Registrant does not file a response.

(2) Negotiations conducted between the Parties during informal mediation (including any information obtained from or in connection to negotiations) shall be confidential, that is they will not be shown to the adjudicator. Neither the Authority nor any Party may reveal details of such negotiations to any third parties unless a court of competent jurisdiction orders disclosure, or the Authority or either Party are required to do so by applicable laws or regulations. Neither Party shall use any information gained during mediation for any ulterior or collateral purpose or include it in any submission likely to be seen by any adjudicator or judge in this dispute or any later dispute or litigation.

(3) If the Parties reach a settlement during informal mediation then the existence, nature and terms of the settlement shall be confidential, unless the Parties specifically agree otherwise or a court of competent jurisdiction orders otherwise.

(4) No binding verbal agreements can be reached as part of the informal mediation: any settlement reached by the Parties must be in writing or similar electronic form to be enforceable.

(5) If the Parties reach a settlement and agree that a disputed domain name should be transferred to the complainant, the Authority must communicate the decision to the second level domain administrator to be implemented as contemplated by regulation 30(4).

(6) If the Parties do not achieve an acceptable resolution through informal mediation within five days, the Authority must within two days inform the provider to appoint an adjudicator in accordance with regulation 20, which appointment must be done by the provider within two days.

(7) No Party may ask the Authority (including their directors; officers, employees, contractors, agents) to reveal information or materials gained as a result of any informal mediation under these Regulations unless such disclosure has been ordered by a court of competent jurisdiction. Neither Party shall call the Authority (including their directors, officers, employees, contractors, or agents) as a witness (either in person or to produce documents or other materials) in any proceedings which arise from, or are in connection with, the matters discussed in the mediation.”

12. Amendment of regulation 21

Regulation 21 of the Alternative Dispute Resolution Regulations is hereby amended by the insertion of the following subregulation:

“(4) Any party may inform the provider of circumstances that affect or may affect the impartiality or independence of the adjudicator, following which the provider should determine whether an alternate adjudicator should be appointed.”

13. Amendment of regulation 32

Regulation 32 of the Alternative Dispute Resolution Regulations is hereby amended-

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

“(1) Either party shall have the right to appeal a decision by submitting a statement of intention to appeal within four days after the receipt of the decision as contemplated in regulation 30(1), together with the appeal fee provided for in regulation 34(3), which must within 15 days be followed by an appeal notice: Provided that only a decision by a single adjudicator, and not a decision of three adjudicators, can be appealed.”; and

(b) by the substitution for subregulation (5) of the following subregulation:

“(5) Within 15 days of receiving the appeal notice from the provider the other party may submit an appeal notice response to the provider.”

14. Amendment of regulation 33

Regulation 33 of the Alternative Dispute Resolution Regulations is hereby amended-

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

“(1) If legal proceedings are initiated during a dispute in respect of a domain name that is the subject of the dispute, the provider must suspend the dispute immediately unless an adjudicator has already been appointed in which event the adjudicator must continue to decide the dispute.”; and

(b) by the insertion after subregulation (1) of the following subregulation:

“(1A) If the adjudicator continues to decide the dispute as contemplated in subregulation (1), the implementation of the decision is subject to the provisions of regulation 11(4).”

15. Amendment of regulation 34

Regulation 34 of the Alternative Dispute Resolution Regulations is hereby amended-

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

“(1) A complainant must pay a fixed fee in the sum of R10,000-00 to the provider for one adjudicator as contemplated in regulation 20(3) or a fixed fee in the sum of R24,000-00 for three adjudicators to decide the dispute, if the complainant elects to have the dispute decided by three adjudicators, provided that the fixed fee is reduced by 50% in the case of summary decision as contemplated in regulation 18(3).”;

(b) by the substitution for subregulation (5) of the following subregulation:

“(5) Upon receipt of the fees required in terms of this regulation, the provider must immediately pay 10% of the fees to the Authority, which fees the Authority must use exclusively to fund other complainants and registrants seeking financial assistance, provided that the fees payable to the Authority are reduced to 5% in the case of summary decision as contemplated in regulation 18(3).”; and

(c) by the insertion after subregulation (5) of the following subregulation:

“(6) If the Parties reach a settlement during informal mediation as contemplated in regulation 19A, no fees are payable.”.

DEPARTEMENT VAN TELEKOMMUNIKASIE EN POSDIENSTE

NO. 1246

10 NOVEMBER 2017

**WET OP ELEKTRONIESE KOMMUNIKASIES EN TRANSAKSIES, 2002
(WET NO. 25 VAN 2002)****WYSIGING VAN DIE REGULASIES BETREFFENDE ALTERNATIEWE
GESKILBESLEGTING**

Ek, dr. Siyabonga Cyprian Cwele, Minister van Telekommunikasie en Posdienste, wysig hierby ingevolge artikel 69, gelees met artikel 94, van die Wet op Elektroniese Kommunikasies en Transaksies, 2002 (Wet No. 25 van 2002), die Regulasies betreffende alternatiewe geskilbeslegting gepubliseer as Goewermentskennisgewing No. R. 1166 in die *Staatskoerant* 29405 van 22 November 2006 en gewysig by Goewermentskennisgewing No. 1228 in die *Staatskoerant* 39504 van 11 Desember 2015, soos aangedui in die Bylae.



Dr. Siyabonga Cyprian Cwele, LP
Minister van Telekommunikasie en Posdienste

BYLAE**WYSIGING VAN DIE REGULASIES BETREFFENDE ALTERNATIEWE GESKILBESLEGTING****Wysiging van Indeling van regulasies**

1. Die Indeling van regulasies wat regulasie 1 van die Regulasies betreffende alternatiewe geskilbeslegting voorafgaan word hierby gewysig—

(a) deur item 7 deur die volgende item te vervang:

"Geskilprosedure 7"; en

(b) deur die volgende item na item 19 in te voeg:

"Informele bemiddeling 19A".

Wysiging van regulasie 1

2. Regulasie 1 van die Regulasies betreffende alternatiewe geskilbeslegting word hierby gewysig deur die volgende omskrywing na die omskrywing van "die Wet" in te voeg:

"'informele bemiddeling' onpartydige bemiddeling wat die Owerheid uitvoer om 'n beslegting wat vir beide Partye aanvaarbaar is, te vergemaklik;".

Wysiging van regulasie 4

3. Regulasie 4 van die Regulasies betreffende alternatiewe geskilbeslegting word hierby gewysig—

(a) deur subregulasie (3) deur die volgende subregulasie te vervang:

"(3) Daar is 'n weerlegbare vermoede van misbruikende registrasie indien die klaer bewys dat daar in minstens drie geskille in die twee jaar wat die indiening van die geskil voorafgaan, bevind is dat die geregistreerde misbruikende registrasies gedoen het."; en

(b) deur na subregulasie (3) die volgende subregulasie by te voeg:

"(4) Ten einde die vermoede van misbruikende registrasie soos in regulasie 4(3) bedoel suksesvol te weerlê, moet die geregistreerde bewys dat die registrasie van die domeinnaam nie 'n misbruikende registrasie is nie.".

Vervanging van regulasie 5

4. Regulasie 5 van die Regulasies betreffende alternatiewe geskilbeslegting word hierby deur die volgende regulasie vervang:

"5. Faktore wat daarop kan dui dat die domeinnaam nie 'n misbruikende registrasie is nie, sluit in—

- (a) dat die geregistreerde, voordat hy of sy bewus geword het van die gronde van die klaer se klagte—
- (i) die domeinnaam in verband met die aanbod in goeie trou van goedere of dienste gebruik het of aantoonbare voorbereidings daarvoor getref het;
 - (ii) algemeen onder die naam bekend was of wettig verbind is met 'n merk wat identies of gelyksoortig is aan die domeinnaam; of
 - (iii) wettige niekommersiële of billike gebruik van die domeinnaam gemaak het;
- (b) dat die domeinnaam generies of op deskriptiewe wyse gebruik word en die geregistreerde billike gebruik daarvan maak; en
- (c) dat die geregistreerde billike gebruik bewys het, welke gebruik webwerwe kan insluit wat uitsluitlik as huldeblyk vir of vir billike kritiek op 'n persoon of besigheid bedryf word: Met dien verstande dat indien die domeinnaam (uitgesonderd die eerste- en tweedevlaksuffiks) identies is aan die merk waarin die klaer op regte aandring, sonder enige byvoeging, die bewyslas om aan te toon dat die domeinnaam nie 'n misbruikende registrasie nie, na die geregistreerde verskuif."

Vervanging van regulasie 7

5. Regulasie 7 van die Regulasies betreffende alternatiewe geskilbeslegting word hierby deur die volgende regulasie vervang:

"Geskilprosedure

7. Die prosedure uiteengesit in Hoofstuk III skryf die proses vir die inisiëring en voer van 'n geskil en die afsluiting daarvan voor."

Vervanging van regulasie 9

6. Regulasie 9 van die Regulasies betreffende alternatiewe geskilbeslegting word hierby deur die volgende regulasie vervang:

"9. (1) Die moontlike beslissings voortspruitende uit 'n geskil voor 'n beregter is beperk tot—

- (a) in die geval van misbruikende registrasies, die van die hand wys van die geskil of die oordrag van die betwiste domeinnaam aan die klaer;
- (b) in die geval van aanstootlike registrasies, die van die hand wys van die geskil of die skraping van die domeinnaam en 'n verbod op registrasie in die toekoms;
- (c) die van die hand wys van die geskil omdat die geskil 'n omgekeerde domeinnaamkaping uitmaak;

(d) die kansellering van die betwiste domeinnaam soos hieronder in subregulasie (3) bedoel.

(2) Indien drie geskille van 'n klaer binne 'n tydperk van twee jaar op grond van omgekeerde domeinnaamkaping van die hand gewys is, sal die verskaffer vir 'n tydperk van twee jaar vanaf die datum van die laaste beslissing nie enige verdere klagte van die klaer aanvaar nie, uitgesonderd by die aanvoer van goeie gronde.

(3) In die geval van misbruikende registrasies kan die beregter die kansellering van die domeinnaam oorweeg indien die klaer en 'n derde party oor die regte of geregistreerde regte beskik en die kansellering van die domeinnaam 'n meer gepaste regsmiddel is as die van die hand wys of die oordrag daarvan."

Wysiging van regulasie 11

7. Regulasie 11 van die Regulasies betreffende alternatiewe geskilbeslegting word hierby gewysig—

(a) deur die volgende subregulasie na subregulasie (1) in te voeg:

"(1A) Enige party wat 'n regsGEDING oor enige verwante aangeleentheid in die Hoë Hof van die Republiek van Suid-Afrika instel, moet die tweedevlak-domeinadministrateur skriftelik per faks, geregistreerde pos of koerier daaroor inlig."; en

(b) deur subregulasie (3) deur die volgende subregulasie te vervang:

"(3) 'n Tweedevlak-domeinadministrateur moet die beslissing implementeer soos beoog in regulasie 30, tensy die tweedevlak-domeinadministrateur, soos in subregulasie (1A) bedoel, ingelig is dat een van die partye 'n regsGEDING in die Hoë Hof van die Republiek van Suid-Afrika ingestel het rakende die domeinnaam."

Wysiging van regulasie 16

8. Regulasie 16 van die Regulasies betreffende alternatiewe geskilbeslegting word hierby gewysig deur in subregulasie (2) paragraaf (I) deur die volgende paragraaf te vervang:

"(I) afgesluit word met die volgende verklaring en die handtekening van die klaer of sy of haar gemagtigde verteenwoordiger, afgelê as 'n eed of bevestiging voor 'n kommissaris van ede of 'n persoon wat 'n soortgelyke openbare amp beklee waar die klag in 'n vreemde land geteken word:

'Die klaer sertifiseer dat die inligting vervat in hierdie geskil, na sy of haar beste wete sowel volledig as akkuraat is, dat hierdie geskil nie vir 'n onbehoorlike doel, soos om die geregistreerde te treiter, gebruik word nie en dat die bewerings in hierdie geskil geregverdig is kragtens hierdie Regulasies en die toepaslike reg.

Handtekening van klaer

Datum:

Plek:

Ek sertifiseer dat ek, voordat ek die eed/bevestiging afgeneem het, die verklaarder die volgende vrae gevra het en sy/haar antwoorde in sy/haar teenwoordigheid neergeskryf het:

(i) Ken en verstaan u die inhoud van die verklaring?

Antwoord:

(ii) Het u enige beswaar teen die aflegging van die voorgeskrewe eed of bevestiging?

Antwoord:

(iii) Beskou u die voorgeskrewe eed of bevestiging as bindend vir u gewete?

Antwoord:

Ek sertifiseer dat die verklaarder erken dat hy/sy die inhoud van hierdie verklaring ken en verstaan. Die verklaarder spreek die volgende woorde uit: "Ek verklaar onder eed dat die inhoud van hierdie verklaring waar is, so help my God."/"Ek verklaar opreg dat die inhoud van hierdie verklaring waar is". Die handtekening/merk van die verklaarder word in my teenwoordigheid op die verklaring aangebring.

Kommissaris van Ede/Persoon wat soortgelyke openbare amp beklee

Volle naam:

Ampstitel:

Gebied:

Amp *ex officio* beklee:

Sakeadres:

Datum:

Plek:"".

Wysiging van regulasie 18

9. Regulasie 18 van die Regulasies betreffende alternatiewe geskilbeslegting word hierby gewysig—

(a) deur in subregulasie (2) paragraaf (f) deur die volgende paragraaf te vervang:

"(f) afgesluit word met die volgende verklaring en die handtekening van die geregistreerde of sy of haar gemagtigde verteenwoordiger, afgelê as 'n eed of bevestiging voor 'n kommissaris van ede of 'n persoon wat 'n soortgelyke openbare amp beklee waar die antwoord in 'n vreemde land geteken word:

'Die geregistreerde sertifiseer dat die inligting vervat in hierdie antwoord, na sy of haar beste wete sowel volledig as akkuraat is, dat

hierdie antwoord nie vir 'n onbehoorlike doel, soos om die klaer te treiter, verstrek word nie en dat die bewerings in hierdie antwoord geregverdig is kragtens hierdie Regulasies en die toepaslike reg.

Handtekening van geregistreerde

Datum:

Plek:

Ek sertifiseer dat ek, voordat ek die eed/bevestiging afgeneem het, die verklaarder die volgende vrae gevra het en sy/haar antwoorde in sy/haar teenwoordigheid neergeskryf het:

(i) Ken en verstaan u die inhoud van die verklaring?

Antwoord:

(ii) Het u enige beswaar teen die aflegging van die voorgeskrewe eed of bevestiging?

Antwoord:

(iii) Beskou u die voorgeskrewe eed of bevestiging as bindend vir u gewete?

Antwoord:

Ek sertifiseer dat die verklaarder erken dat hy/sy die inhoud van hierdie verklaring ken en verstaan. Die verklaarder spreek die volgende woorde uit: "Ek verklaar onder eed dat die inhoud van hierdie verklaring waar is, so help my God." "Ek verklaar opreg dat die inhoud van hierdie verklaring waar is". Die handtekening/merk van die verklaarder word in my teenwoordigheid op die verklaring aangebring.

Kommissaris van Ede/Persoon wat soortgelyke openbare amp beklee

Volle naam:

Ampstitel:

Gebied:

Amp *ex officio* beklee:

Sakeadres:

Datum:

Plek:"";

(b) deur subregulasie (3) deur die volgende subregulasie te vervang:

"(3) Indien die geregistreerde nie 'n antwoord indien nie, moet die beregter die aangeleentheid beslis op grond van die geskil bedoel in regulasie 16(1) en ooreenkomstig regulasie 9(1)(a) of (b) 'n summiere beslissing uitreik."; en

(c) deur na subregulasie (3) die volgende subregulasies by te voeg:

"(4) 'n Summiere beslissing word egter slegs gegee deur die beregter indien daar aan die vereistes voldoen word dat—

(a) die geregistreerde van die geskil in kennis gestel is ingevolge regulasie 15(1);

(b) die klaer, tot redelike tevredenheid van die beregter, getoon het dat hy of sy beskik oor die regte in 'n naam of merk wat identies of soortgelyk is aan die domeinnaam en die domeinnaam in die hande van die geregistreerde 'n misbruikende registrasie of aanstootlike registrasie is; en

(c) daar geen ander faktore of omstandighede in die geskil bestaan wat die geregistreerde die domeinnaam onbillik sal ontnem nie.

(5) 'n Summiere beslissing word geag 'n beslissing te wees soos in regulasie 29 bedoel."

Wysiging van regulasie 19

10. Regulasie 19 van die Regulasies betreffende alternatiewe geskilbeslegting word hierby gewysig—

(a) deur subregulasie (1) deur die volgende subregulasie te vervang:

"(1) Binne vyf dae ná ontvangs van die antwoord vanaf die verskaffer kan die klaer 'n repliek op die geregistreerde se antwoord by die verskaffer indien, wat die verskaffer aan die geregistreerde moet deurstuur."; en

(b) deur subregulasie (3) deur die volgende subregulasie te vervang:

"(3) Ná verstryking van die vyf dae, maar hoogstens twee dae daarna, moet die verskaffer die Owerheid inlig dat informele bemiddeling ooreenkomstig regulasie 19A uitgevoer moet word."

Invoeging van regulasie 19A

11. Die volgende regulasie word hierby, ná regulasie 19, in die Regulasies betreffende alternatiewe geskilbeslegting ingevoeg:

"Informele bemiddeling

19A (1) Binne twee dae nadat die Owerheid ingelig is deur die verskaffer soos beoog in regulasie 19(3), moet die Owerheid informele bemiddeling begin uitvoer. Informele bemiddeling word uitgevoer op 'n wyse wat die Owerheid geheel na sy eie goeddunke gepas ag. Geen informele bemiddeling vind plaas as die geregistreerde nie 'n antwoord indien nie.

(2) Die onderhandelings gevoer tussen die partye tydens informele bemiddeling (ook enige inligting wat uit of in verband met die onderhandelings bekom is) is vertroulik, dit wil sê, dit word nie aan die beregter getoon nie. Nóg die Owerheid nóg 'n party mag besonderhede van sodanige onderhandelings aan enige derde partye openbaar maak, tensy 'n hof van bevoegde jurisdiksie openbaarmaking gelas of die Owerheid of enigeen van die partye ingevolge die toepaslike reg of regulasies daartoe vereis word. Geeneen van die partye mag enige inligting wat tydens die bemiddeling ingewin is, met enige verborge of bybedoelings gebruik of in enige voorlegging insluit wat waarskynlik deur 'n beregter of 'n regter in die geskil of enige latere geskil of regsgeding gesien sal word nie.

(3) Indien die partye tydens informele bemiddeling 'n skikking bereik, is die bestaan, aard en bepalings van die skikking vertroulik, tensy die partye spesifiek anders ooreenkoms of 'n hof van bevoegde jurisdiksie anders gelas.

(4) Geen bindende mondelinge ooreenkomste mag as deel van die informele bemiddeling bereik word nie: enige skikking wat deur die partye bereik word, moet skriftelik of in 'n soortgelyke elektroniese vorm geskied ten einde afdwingbaar te wees.

(5) Indien die partye 'n skikking bereik en ooreenkoms dat 'n betwiste domeinnaam aan die klaer oorgedra moet word, moet die Owerheid die beslissing aan die tweedevlak-domeinadministrateur deurgee wat die beslissing soos by regulasie 30(4) beoog, moet implementeer.

(6) Indien die partye nie binne vyf dae by wyse van informele bemiddeling 'n aanvaarbare oplossing bereik nie, moet die Owerheid die verskaffer binne twee dae meedeel dat 'n beregter ingevolge regulasie 20 aangestel moet word, welke aanstelling binne twee dae deur die verskaffer gedoen moet word.

(7) Geeneen van die partye mag die Owerheid (ook sy direkteure, amptenare, werknemers, kontrakteurs of agente) versoek om inligting of materiaal openbaar te maak wat as gevolg van 'n informele bemiddeling kragtens hierdie Regulasies ingewin is nie, tensy sodanige openbaarmaking deur 'n hof van bevoegde jurisdiksie gelas word. Geeneen van die partye mag die Owerheid (ook sy direkteure, amptenare, werknemers, kontrakteurs of agente) as getuie roep in enige verrigtinge wat voortspruit uit, of in verband staan met, die aangeleenthede wat tydens die bemiddeling bespreek is nie."

Wysiging van regulasie 21

12. Regulasie 21 van die Regulasies betreffende alternatiewe geskilbeslegting word hierby gewysig deur die volgende subregulasie na subregulasie (3) by te voeg:

"(4) 'n Party kan die verskaffer inlig oor omstandighede wat die onpartydigheid of onafhanklikheid van die beregter raak of kan raak, waarna die verskaffer moet bepaal of 'n ander beregter aangestel moet word."

Wysiging van regulasie 32

13. Regulasie 32 van die Regulasies betreffende alternatiewe geskilbeslegting word hierby gewysig—

(a) deur subregulasie (1) deur die volgende subregulasie te vervang:

"(1) Enigeen van die partye het die reg om binne vier dae na ontvangs van die beslissing soos beoog in regulasie 30(1) appèl teen die beslissing aan te teken deur 'n verklaring van voorneme om te appelleer in te dien saam met die appèlgelde waarvoor in regulasie 34(3) voorsiening gemaak word, wat binne 15 dae gevolg moet word deur 'n kennisgewing van appèl: Met dien verstande daar slegs teen 'n beslissing deur een beregter appèl aangeteken kan word en nie teen 'n beslissing deur drie beregters nie."; en

(b) deur subregulasie (5) deur die volgende subregulasie te vervang:

"(5) Binne 15 dae ná ontvangs van die kennisgewing van appèl vanaf die verskaffer kan die ander party 'n antwoord op die kennisgewing van appèl by die verskaffer indien.".

Wysiging van regulasie 33

14. Regulasie 33 van die Regulasies betreffende alternatiewe geskilbeslegting word hierby gewysig—

(a) deur subregulasie (1) deur die volgende subregulasie te vervang:

"(1) Indien 'n regsgeeding gedurende 'n geskil ingestel word ten opsigte van 'n domeinnaam wat die onderwerp van die geskil is, moet die verskaffer die geskil onmiddellik opskort tensy 'n beregter reeds aangestel is, in welke geval die beregter moet voortgaan om die geskil te beslis."; en

(b) deur na subregulasie (1) die volgende subregulasie in te voeg:

"(1A) Indien die beregter voortgaan om die geskil te beslis soos in subregulasie (1) bedoel, is die implementering van die beslissing onderworpe aan die bepaling van regulasie 11(4)."

Wysiging van regulasie 34

15. Regulasie 34 van die Regulasies betreffende alternatiewe geskilbeslegting word hierby gewysig—

(a) deur subregulasie (1) deur die volgende subregulasie te vervang:

"(1) 'n Klaer moet vasgestelde gelde ten bedrae van R10 000 aan die verskaffer betaal vir een beregter om die geskil te beslis soos beoog in regulasie 20(3) of vasgestelde gelde ten bedrae van R24 000 vir drie beregters indien die klaer kies dat die geskil deur drie beregters beslis moet word, met dien verstande dat die vasgestelde gelde met 50% verminder word in die geval van 'n summiere beslissing soos beoog in regulasie 18(3).";

(b) deur subregulasie (5) deur die volgende subregulasie te vervang:

"(5) By ontvangs van die gelde ingevolge hierdie regulasie vereis, moet die verskaffer onmiddellik 10% van die gelde aan die Owerheid oorbetaal, welke gelde die Owerheid uitsluitlik vir die befondsing van ander klaers en geregistreerdes wat finansiële bystand verlang moet aanwend, met dien verstande dat die gelde betaalbaar aan die Owerheid tot 5% verminder word in die geval van 'n summiere beslissing soos beoog in regulasie 18(3)."; en

(c) deur na subregulasie (5) die volgende subregulasie by te voeg:

"(6) Indien die partye 'n skikking bereik tydens informele bemiddeling soos beoog in regulasie 19A, is geen gelde betaalbaar nie."

DEPARTMENT OF WATER AND SANITATION

NO. 1247

10 NOVEMBER 2017

INTENTION TO DISESTABLISH MHLATHUZE WATER AND TRANSFERRING OF STAFF; ASSETS AND LIABILITIES INTO UMGENI WATER AND CHANGING NAME OF UMGENI WATER INTO KWAZULU NATAL WATER BOARD

I, Nomvula Paula Mokonyane, Minister of Water and Sanitation, hereby, in terms of section 28 of the Water Services Act, 1997(Act No. 108 of 1997), propose the following -

- a) the disestablishment of Mhlathuze Water established in terms of section 28 of the Water Services Act.
- b) that the staff, assets and liabilities including operations of Mhlathuze Water be transferred to the Umgeni Water .
- c) that the Name of Umgeni Water be changed to KwaZulu-Natal water board.
- d) that the disestablishment will be done in terms of Section 28 (1) (a) (b) (c) and (d) of the Water Services Act, 1997 which states that: **"The Minister may, by notice in the Gazette, establish a water board; give it a name or approve a change of its name; determine or change its service area or disestablish it"**.

I further give the reasons for the disestablishment as follows:

The Department of Water and Sanitation is implementing the rationalisation of water services and water management institutions in line with the Institutional Reforms and Realignment (IRR) and the policy position approved by Cabinet in 2013 as published on Government Gazette Notice No. 888 on 30 August 2013.

Currently there are two existing Water Boards in the KwaZulu-Natal Province and in order to enhance the supply of water in the Province, it is prudent to realign them and establish a single effective Regional Water Board so as to improve service delivery and to expand in the un-serviced areas, especially in the northern parts of KwaZulu-Natal. This would enable both Water Boards to consolidate their assets and skills for key rural infrastructure development projects. This initiative shall ensure positive socio-economic impacts for the entire KwaZulu-Natal Province. The primary driver for creating fewer, stronger water boards with larger geographic footprints is that stronger and more regional water boards can play a much more effective role in the financing and management and delivery of regional water infrastructure and supporting municipalities in providing water services. This will result in more effective delivery of services, cross subsidisation especially in rural areas.

The realignment of the Water Boards in KwaZulu-Natalis also intended to address the institutional Challenge associated water service delivery challenges created by the limited capacity of uThukela Water Partnership (Pty) Ltd, a regional municipal utility that was established to serve the districts of uThukela, Amajuba and UMzinyathi municipalities. It will also align roles and responsibilities of water user associations and irrigation boards to minimise duplication of functions amongst various entities reporting to Minister of Water and Sanitation.

All interested persons are invited to comment in writing on the disestablishment of Mhlathuze Water and changing the name of Umgeni Water to KwaZulu-Natal water board for a period of 60 days. All such comments must be addressed to:

Director-General
Department of Water and Sanitation
Private Bag X313
PRETORIA
0001

For attention: Ms T Sigwaza
Email: sigwazat@dws.gov.za
Tel: 012 336-6600



MRS NP MOKONYANE, MP
MINISTER OF WATER AND SANITATION
DATE:

DEPARTMENT OF WATER AND SANITATION

NO. 1248

10 NOVEMBER 2017

**NATIONAL WATER ACT, 1998
(ACT NO 36 OF 1998)****PROPOSED RESERVE DETERMINATION OF WATER RESOURCES FOR THE INKOMATI CATCHMENT**

I, Nomvula Paula Mokonyane, in my capacity as Minister of Water and Sanitation, having complied with section 13 of the National Water Act, 1998 (Act No. 36 of 1998) ("the Act") and Regulation 3 of the Regulations for the Establishment of Water Resource Classification System (No. R. 810 Government Gazette No. 33541, 17 September 2010), and duly authorised in terms of section 16(1) of the Act, hereby publish, for public comment in accordance with section 16(3) of the Act, the proposed Reserve determination for the water resources in the Inkomati catchment, as set out in the Schedule to this Notice.

Any person who wishes to submit written comments with regard to the proposed Reserve determination should submit the comments within 60 days from the date of publication of this Notice to:

Director: Reserve Determination
Attention: Mr Yakeen Atwaru
Department of Water and Sanitation
Ndinaye Building 185 Francis Beard Street
Private Bag X313
Pretoria
0001

Email: Atwaruy@dws.gov.za or MazibukoM@dws.gov.za


MRS NR MOKONYANE
MINISTER OF WATER AND SANITATION
DATE: 14. 09. 17.

RESERVE DETERMINATION OF WATER RESOURCES IN THE INKOMATI CATCHMENT IN TERMS OF SECTION 16(1) AND (2) OF THE NATIONAL WATER ACT, 1998 (ACT NO. 36 OF 1998)

SCHEDULE

1. DESCRIPTION OF WATER RESOURCE

- 1.1 The Reserve is determined for all or part of every significant water resource within the Inkomati catchment as set out below:

Water Management Area:	Inkomati-Usutu
Drainage Regions:	X Primary Drainage Region
Rivers:	Komati, Crocodile and Sabie-Sand River Systems

- 1.2 The Minister has in terms of section 12 of the National Water Act, 1998 (Act No.36 of 1998) ("the Act"), prescribed a system for classifying water resources by issuing Government Notice No. R. 810, published in Government Gazette No. 33541 dated 17 September 2010. In terms of section 16(1) of the Act, the Minister must, as soon as reasonably practicable after the class of all or part of a water resource has been determined, by Notice in the Gazette, determine the Reserve for all or part of that water resource.
- 1.3 The Minister, in terms of section 16(3) of the Act, proposes, for the purpose of section 16(1) of the Act, the following Reserves for the Inkomati catchment.

2. PROPOSED RESERVE DETERMINATION AS REQUIRED IN TERMS OF SECTION 16(1) AND (2) OF THE NATIONAL WATER ACT, 1998

A summary of the quantity component for the Rivers which include the EWR (**Figure 1 & 2**) and the BHN in terms of section 16(1) of the Act for the Inkomati catchment is set out in Section 4. **Table 4.1** includes the results of the EWR Sites and the biophysical nodes.

A summary of the quality component for the Rivers at the EWR sites in terms of section 16(1) of the Act for the Inkomati catchment is set out in **Tables 5.1.1 – 5.3.1**.

A summary of the groundwater contribution to the Reserve for Water Quantity in terms of section 16(1) of the Act for the Inkomati catchment is set out in **Table 6.1**.

A summary of the groundwater contribution to the Reserve for Water Quality in terms of section 16(1) of the Act for the Inkomati catchment is set out in **Tables 7.1, 7.2 and 7.3**.

A summary of the Water Quantity & Quality Reserve for selected Wetlands in terms of section 16(1) of the Act for the Inkomati catchment is set out in **Tables 8.1 and 8.2**.

The Reserve will apply from the date signed off as determined in terms of Section 16(1) of the Act, unless otherwise specified by the Minister.

3. ACRONYMS AND DEFINITIONS

3.1. Acronyms

BHN	Basic Human Needs
EcoSpecs	Ecological Specifications
EIS	Ecological Importance and Sensitivity
EWR	Ecological Water Requirement
EWR_MLF	Ecological Water Requirement_Maintenance Low Flows
WMA	Water Management Area
WARMS	Water Allocation Registration Management System
GRAII	Groundwater Resource Assessment Phase II
GRDM	Groundwater Resource Directed Measures
MAR	Mean Annual Runoff
MCM	Million Cubic Metres
PES	Present Ecological Status
REC	Recommended Ecological Category
DWS	Department of Water and Sanitation
DWAF	Department of Water Affairs and Forestry
EC	Electrical Conductivity
TIN	Total Inorganic Nitrogen
SRP	Soluble Reactive Phosphorus
RC	Reference Condition
WQU	Water Quality Unit

3.2. Definitions

Baseflow is a sustained low flow in rivers during dry or fair weather conditions, but not necessarily all contributed by groundwater; includes contribution from delayed interflow and groundwater discharge.

EWR (Ecological Water Requirements) refers to the flow patterns (magnitude, timing and duration) and water quality needed to maintain a riverine ecosystem in a particular condition.

Recharge is the addition of water to the zone of saturation, either by downward percolation of precipitation or surface water and/ or the lateral migration of groundwater from adjacent aquifers.

Reserve is the quantity and quality of the water required to satisfy the basic human needs by securing a basic water supply and to protect the aquatic ecosystem in order to secure ecologically sustainable development and use of the relevant water resource.

4. SURFACE-WATER - QUANTITY COMPONENT FOR RIVERS

The proposed results for the Reserve determination and ecological categorisation for the Inkomati Catchment, where the Reserve is expressed as a percentage of the NMAR for the respective catchments (cumulative) in terms of section (16) (1) are tabulated below.

Table 4.1: Summary of the quantity component for the Rivers which includes the results of the EWR Sites and the biophysical nodes.

Quaternary catchment	Water Resource	PES	EIS	REC	Ecological Reserve (%NMAR) ⁴	BHN Reserve (%NMAR) ³	Total Reserve (%NMAR) ²	NMAR (MCM) ¹
Komati River Catchment								
X11A	Vaalwaterspruit	C	Moderate	C	23.50	0.09	23.59	26.30
X11B	Boesmanspruit	C	High	B/C	24.20	0.16	24.36	51.20
X11C	Witkloofspruit	C	Very High	B	22.10	0.00	22.10	11.40
X11D	Komati	C	Moderate	C	20.10	0.00	20.10	95.40
X11E	Komati	B/C	High	B/C	25.60	0.00	25.60	118.30
X11F	Bankspruit	B	High	B	30.80	0.00	30.80	6.50
X11G	Upper Komati (EWR K1: Gevonden)	B/C	Moderate	B/C	27.50	0.00	27.50	158.62
X11J	Gladdespruit (EWR G1: Vaalkop)	D	Moderate	D	26.90	0.00	26.90	29.52
X11K	Gladdespruit	C	Moderate	C	19.10	0.00	19.10	71.20
X12A	Buffelspruit	C	Very High	B	30.30	0.00	30.30	32.00
X12B	Hlatjiwe	C	Moderate	C	30.50	0.00	30.50	22.10
X12C	Buffelspruit	B	High	B	40.50	0.00	40.50	71.10
X12D	Seekoepspruit	C	High	B/C	30.50	0.03	30.53	97.00
X12E	Teespruit (EWR T1: Teespruit)	C	Moderate	C	35.30	0.00	35.30	56.36
X12H	Upper Komati (EWR K2: Kromdraai)	C	High	B	18.30	0.01	18.31	545.56
X12J	Mtsoli	B	Very High	B	33.50	0.01	33.51	66.50
X12K	Komati	D	Moderate	D	21.20	0.02	21.22	577.00
X13J	Lower Komati (EWR K3: Tonga)	D	Moderate	D	17.20	0.14	17.34	1021.67
X13K	Komati	D	Moderate	D	18.10	0.04	18.14	1341.40
X13L	Komati	D	Moderate	D	11.10	0.01	11.11	1356.60
X14A	Lomati	C	High	C	36.30	0.00	36.30	84.40
X14B	Ugutugulo	C	High	B/C	31.70	0.02	31.72	20.90
X14H	Lomati (EWR L1: Kleindoringkop)	C	Moderate	C	17.30	0.12	17.42	294.31
Crocodile River Catchment								
X21A	Crocodile River (EWR 1: Valyspruit)	A/B	Moderate	A/B	30.90	0.02	30.92	15.19
X21B	Lunsklip	C	High	C	31.30	0.12	31.42	25.80
X21B	Crocodile (EWR 2: Goedenhoop)	B	High	B	57.00	0.01	50.01	47.11
X21C	Alexanderspruit	C	High	C	31.50	0.11	31.61	28.80
X21D	Crocodile	C	High	C	24.00	0.02	24.02	124.80
X21E	Crocodile (EWR 3: Poplar Creek)	B/C	High	B	55.20	0.09	55.29	169.90
X21F	Elands	C	High	C	35.50	0.17	35.67	50.80
X21G	Elands River (EWR ER 1)	B	Moderate	B	48.82	0.26	49.08	50.10
X21H	Ngodwana	C	Very High	B	22.10	0.01	22.11	59.60
X21J	Elands	C	High	B/C	30.50	0.01	30.51	151.50
X21K	Elands River (EWR ER 2)	B	High	B	45.02	0.01	45.03	50.10
X22A	Houtbosloop	C	Very High	B	41.30	0.01	41.31	75.30
X22C	Gladdespruit	C	High	B/C	20.90	0.07	20.97	16.30
X22D	Nels	C	Moderate	C	29.60	0.02	29.62	20.60
X22E	Kruisfonteinspruit	C	Moderate	C	26.60	0.00	26.60	11.10
X22F	Nels	C/D	High	C/D	24.10	0.01	24.11	125.40
X22H	Wit	D/E	High	D	14.90	0.00	14.90	43.00
X22K	Crocodile (EWR 4: KaNyamazane)	C	High	B	34.50	0.01	34.51	754.10
X23B	Noordkaap	D	Very High	C	23.50	0.01	23.51	50.90
X23C	Suidkaap	C	High	B/C	39.50	0.01	39.51	61.80
X23E	Queens	C	High	B/C	27.10	0.01	27.11	39.50
X23F	Suidkaap	C	Moderate	C	31.00	0.45	31.45	109.80
X23G	Kaap River (EWR 7: Honeybird)	C	High	B	36.80	0.02	36.82	169.00

Quaternary Catchment	Water Resource	PES	EIS	REC	Ecological Reserve (%NMAR) ⁴	BHN Reserve (%NMAR) ³	Total Reserve (%NMAR) ²	NMAR (MCM) ¹
X24A	Nsikazi	B	High	B	40.60	4.25	44.85	11.70
X24B	Nsikazi	A/B	High	A/B	44.00	3.70	47.70	42.40
X24C	Nsikazi	B	High	B	40.50	3.21	43.71	52.30
X24D	Crocodile (EWR 5: Malelane)	C	Very High	B	40.20	0.01	40.21	1006.20
X24H	Crocodile (EWR 6: Nkongoma)	C	Very High	B	43.90	0.01	43.91	1063.10
Sabie River Catchment								
X31A	Klein Sabie	C	High	B/C	23.00	0.73	23.73	14.60
X31B	Sabie River (EWR 1: Upper Sabie)	B/C	High	B	46.30	0.00	46.30	140.18
X31C	Mac Mac River (EWR 4: Mac Mac)	B	High	A/B	37.00	0.03	37.03	65.78
X31E	Marite	B/C	High	B	34.70	0.36	35.06	79.90
X31F	Motitsi	C	High	B	26.50	0.05	26.55	43.90
X31D	Sabie River (EWR 2: Aan de Vliet)	C	High	B	35.70	0.08	35.78	262.10
X31G	Marite River (EWR 5: Marite)	B/C	High	B	36.30	0.07	36.37	157.09
X31H	White Waters	C	High	B/C	31.40	0.00	31.40	28.90
X31J	Noord-Sand	D	Moderate	D	16.00	0.63	16.63	45.10
X31K	Sabie River (EWR 3: Kidney)	A/B	Very High	A/B	37.00	0.07	37.07	495.86
X31L	Saringwa	C	Moderate	C	24.50	3.45	27.95	10.90
X31M	Musutlu	B/C	Moderate	B/C	19.00	10.94	29.94	1.80
X32B	Motlamogatsana	C	High	C	25.70	0.69	26.39	15.40
X32C	Tlulandziteka (Sand) River (EWR 7: Upper Sand)	C	Moderate	C	31.70	0.57	32.27	28.88
X32E	Nwarhele	C/D	High	C	26.10	2.87	28.97	10.60
X32F	Mutlumuvi River (EWR 6: Mutlumuvi)	C	High	B	32.20	0.42	32.62	44.99
X32G	Khokhovela	C	Moderate	C	17.00	8.57	25.58	3.90
X32H	Phungwe	A	High	A	26.10	2.33	28.43	7.60
X32J	Sand River (EWR 8: Lower Sand)	B	High	B	25.30	0.30	25.60	133.61

The bolded quaternary catchments are the EWR Sites

- 1) NMAR is the Natural Mean Annual Runoff.
- 2) The total Reserve amount accounts for both the Ecological Reserve and the Basic Human Needs Reserve (BHN).
- 3) Represents the percentage of BHN.
- 4) This amount represents the long term mean based on the NMAR. If the NMAR changes, this volume will also change.

5. SURFACE-WATER - QUALITY COMPONENT FOR RIVERS

5.1 Croc-East Catchment

Table 5.1.1: EWR 1– Crocodile River: EcoSpecs relating to physico-chemical data (PES and REC)

River: Crocodile		EWR 1	Monitoring site: X2H074Q01
Water quality metrics		ECOSPEC: PES and REC	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 16 mg/L.	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤ 15 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 21 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 45 mg/L.	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 30 mS/m.	
	pH	The 5 th and 95 th percentiles of the data must range from 6.5 to 8.0.	
	Temperature	Small deviation from the natural temperature range.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 7.5 mg/L.	
	Turbidity	Vary (small amount) from natural turbidity range; minor silting of instream habitats acceptable.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 0.25 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.015 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be <10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 21 mg/m ² .	
	Toxics	The 95 th percentile of the data must be within the TWQR as stated in DWAF (1996).	

Table 5.1.2: EWR 2 –Crocodile River: EcoSpecs relating to physico-chemical data (PES and REC)

River: Crocodile		EWR Site 2	Monitoring site: X2H074Q01
Water quality metrics		ECOSPEC: PES and REC	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 27 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤ 22 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 39 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 118 mg/L.	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 43 mS/m.	
	pH	The 5 th and 95 th percentiles of the data must range from 6.5 to 8.0.	
	Temperature	Small deviation from the natural temperature range.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 7.5 mg/L.	
	Turbidity	Vary (small amount) from natural turbidity range; minor silting of habitats acceptable.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 0.25 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.015 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be <10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 21 mg/m ² .	
	Toxics	The 95 th percentile of the data must be within the TWQR as stated in DWAF (1996).	

Table 5.1.3: EWR 3– Crocodile River: EcoSpecs relating to physico-chemical data (PES)

River: Crocodile		EWR 3	Monitoring site: X2H013Q01
Water quality metrics		ECOSPEC: PES	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 16 mg/L.	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤15 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 21 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 45 mg/L.	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 30 mS/m.	
	pH	The 5 th and 95 th percentiles of the data must range from 6.5 to 8.0.	
	Temperature	Small to moderate deviation from the natural temperature range. Some highly temperature sensitive species in lower abundances and frequency of occurrence than expected for reference.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 6 mg/L.	
	Turbidity	Moderate changes to the catchment land-use resulting in temporary unnaturally high sediment loads and high turbidity.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 0.25 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.025 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be < 10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 52.5 mg/m ² .	
	Toxics	The 95 th percentile of the data must be within the TWQR as stated in DWAF (1996).	

Table 5.1.4: EWR 4 Crocodile River - EcoSpecs relating to physico-chemical data (PES)

River: Crocodile		EWR 4	Monitoring site: X2H032Q01
Water quality metrics		ECOSPEC: PES	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 38 mg/L.	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤ 15 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 21 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 191 mg/L.	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 55 mS/m	
	pH	The 5 th percentile of the data must be 5.9 – 6.5, and the 95 th percentile 8.0 – 8.8.	
	Temperature	Small deviation from the natural temperature range.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 7.5 mg/L.	
	Turbidity	Vary by a small amount from the natural turbidity range; minor silting of instream habitats acceptable.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 1.0 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.125 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be < 10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 21 mg/m ² .	
	Toxics	The 95 th percentile of the data must be within the CEV as stated in DWAF (1996).	

Table 5.1.5: EWR 5 Crocodile River: EcoSpecs relating to physico-chemical data (PES)

River: Crocodile		EWR 5	Monitoring site: X2H017Q01
Water quality metrics		ECOSPEC: PES	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 45 mg/L.**	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤ 15 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 21 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 45 mg/L.	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 70 mS/m.***	
	pH	The 5 th percentile of the data must be 5.9 – 6.5, and the 95 th percentile 8.0 – 8.8.	
	Temperature	Moderate deviation from the natural temperature range. Most highly temperature sensitive species in lower abundances and frequency of occurrence than expected for reference.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 7 mg/L.	
	Turbidity	Vary by a small amount from the natural turbidity range; minor silting of instream habitats acceptable.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 0.7 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.125 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be < 10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 21 mg/m ² .	
	Toxics	The 95 th percentile of the data must be within the TWQR as stated in DWAF (1996).	

Table 5.1.6: EWR 6 Crocodile River: EcoSpecs relating to physico-chemical data (PES)

River: Crocodile		EWR 6	Monitoring site: X2H016Q01
Water quality metrics		ECOSPEC: PES	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 45 mg/L	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤ 30 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 57 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 45 mg/L.	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 85 mS/m.	
	pH	The 5 th percentile of the data must be 5.9 – 6.5, and the 95 th percentile 8.0 – 8.8.	
	Temperature	Small to moderate deviation from the natural temperature range. Some highly temperature sensitive species in lower abundances and frequency of occurrence than expected for reference.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 7 mg/L.	
	Turbidity	Vary by a small amount from the natural turbidity range; minor silting of instream habitats acceptable.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 0.7 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.125 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be < 10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 21 mg/m ² .	
	Toxics	The 95 th percentile of the data must be within the CEV as stated in DWAF (1996)	

Table 5.1.7: EWR 7 Crocodile River: EcoSpecs relating to physico-chemical data (PES and REC)

River: Kaap		EWR 7	Monitoring site: X2H022Q01
Water quality metrics		ECOSPEC: PES and REC	
Inorganic salts	ALL	-	
Physical variables	EC	The 95 th percentile of the data must be \leq 100 mS/m.	
	pH	The 5 th percentile of the data must range from 6.5 to 8.0, and the 95 th percentile from 8.0 to 8.8.	
	Temperature	Small deviation from the natural temperature range.	
	Dissolved Oxygen	The 5 th percentile of the data must be \geq 8 mg/L.	
	Turbidity	Vary by a small amount from the natural turbidity range; minor silting of instream habitats acceptable.	
Nutrients	TIN	The 50 th percentile of the data must be \leq 1.0 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be \leq 0.125 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be $<$ 10 μ g/L.	
	Chl-a periphyton	The 50 th percentile of the data must be \leq 52.5 mg/m ² .	
	Toxics	The 95 th percentile of the data must be within the TWQR as stated in DWAF (1996).	

5.2 Sabie-Sand Catchment

Table 5.2.1: EWR 1 (Upper Sabie): EcoSpecs relating to physico-chemical data (PES and REC)

River: Sabie		EWR 1	Monitoring site: X3H001Q01
Water quality metrics		ECOSPEC: PES and REC	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 16 mg/L.	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤ 15 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 21 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 45 mg/L.	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 30 mS/m.	
	pH	The 5 th and 95 th percentiles of the data must range from 6.5 to 8.0.	
	Temperature	No deviation from the natural temperature range.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 8.0 mg/L.	
	Turbidity	Vary by a small amount from the natural turbidity range; minor silting of instream habitats acceptable.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 0.7 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.025 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be <10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 21 mg/m ² .	
	Toxics	An impact is expected if the 95 th percentile of the data exceeds the TWQR as stated in DWAF (1996).	

Table 5.2.2: EWR 2 (Aan de Vliet): EcoSpecs relating to physico-chemical data (PES and REC)

River: Sabie		EWR Site: 2	Monitoring site: X3H006Q01
Water quality metrics		ECOSPEC: PES	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 16 mg/L.	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤ 15 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 21 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 118 mg/L (A/B category).	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 30 mS/m.	
	pH	The 5 th and 95 th percentiles of the data must range from 6.5 to 8.0.	
	Temperature	Small deviation from the natural temperature range.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 7.5 mg/L.	
	Turbidity	Vary by a small amount from the natural turbidity range; minor silting of instream habitats acceptable.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 0.25 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.025 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be < 10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 84 mg/m ² .	
	Toxics	An impact is expected if the 95 th percentile of the data exceeds the TWQR as stated in DWAF (1996).	

Table 5.2.3: EWR 3 (Kidney): EcoSpecs relating to physico-chemical data (PES and REC)

River: Sabie		EWR 3	Monitoring site: X3H013Q01
Water quality metrics		ECOSPEC: PES and REC	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 16 mg/L.	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤ 15 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 21 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 45 mg/L.	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 30 mS/m.	
	pH	The 5 th percentile of the data must range from 6.5 to 8.0, and the 95 th percentile from 6.5 to 8.8.	
	Temperature	Small deviation from the natural temperature range.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 7.5 mg/L.	
	Turbidity	Small to moderate changes to the catchment land-use resulting in minor effects of silting of habitats, largely of a temporary nature, with very intermittent <u>temporary</u> unnaturally high sediment loads and high turbidity.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 0.25 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.015 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be <10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 21 mg/m ² .	
	Toxics	An impact is expected if the 95 th percentile of the data exceeds the TWQR as stated in DWAF (1996).	

Table 5.2.4: EWR 4 (Mac Mac) - EcoSpecs relating to physico-chemical data (PES)

River: Mac Mac		EWR 4	Monitoring site: X3H003Q01
Water quality metrics		ECOSPEC: PES	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 16 mg/L.	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤ 15 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 21 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 45 mg/L.	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 30 mS/m.	
	pH	The 5 th and 95 th percentiles of the data must range from 6.5 to 8.0.	
	Temperature	Small deviation from the natural temperature range.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 8.0 mg/L.	
	Turbidity	Vary by a small amount from the natural turbidity range; minor silting of instream habitats acceptable.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 0.7 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.015 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be < 10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 84 mg/m ² .	
	Toxics	An impact is expected if the 95 th percentile of the data exceeds the TWQR as stated in DWAF (1996).	

Table 5.2.5: EWR 5 (Marite): EcoSpecs relating to physico-chemical data (PES and REC)

River: Marite		EWR 5	Monitoring site: X3H011Q01
Water quality metrics		ECOSPEC: PES and REC	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 16 mg/L.	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤ 15 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 21 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 45 mg/L.	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 30 mS/m.	
	pH	The 5 th and 95 th percentiles of the data must range from 6.5 to 8.0.	
	Temperature	Small deviation from the natural temperature range.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 7.0 mg/L.	
	Turbidity	Vary by a small amount from the natural turbidity range; minor silting of instream habitats acceptable.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 0.7 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.015 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be <10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 84 mg/m ² .	
	Toxics	An impact is expected if the 95 th percentile of the data exceeds the TWQR as stated in DWAF (1996).	

Table 5.2.6: EWR 6 (Mutlumuvi): EcoSpecs relating to physico-chemical data (PES)

River: Mutlumuvi		EWR 6	Monitoring site: X3H008Q01
Water quality metrics		ECOSPEC: PES	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 16 mg/L.	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤ 15 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 21 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 45 mg/L.	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 42 mS/m (A/B category).	
	pH	The 5 th percentile of the data must range from 6.5 to 8.0, and the 95 th percentile from 6.5 to 8.8.	
	Temperature	Small deviation from the natural temperature range.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 7.0 mg/L.	
	Turbidity	Small to moderate changes to the catchment land-use resulting in minor effects of silting of habitats, largely of a temporary nature, with very intermittent <u>temporary</u> unnaturally high sediment loads and high turbidity.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 0.7 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.125 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be < 10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 84 mg/m ²	
	Toxics	An impact is expected if the 95 th percentile of the data exceeds the TWQR as stated in DWAF (1996).	

Table 5.2.7: EWR 7 (Tlulandziteka): EcoSpecs relating to physico-chemical data (PES and REC)

River: Tlulandziteka		EWR 7	Monitoring site: X3H008Q01
Water quality metrics		ECOSPEC: PES	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 16 mg/L.	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤ 15 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 21 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 45 mg/L.	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 42 mS/m (A/B category).	
	pH	The 5 th percentile of the data must range from 6.5 to 8.0, and the 95 th percentile from 6.5 to 8.8.	
	Temperature	Small deviation from the natural temperature range.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 7.0 mg/L.	
	Turbidity	Moderate changes to the catchment land-use resulting in <u>temporary</u> unnaturally high sediment loads and high turbidity.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 0.7 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.125 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be < 10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 84 mg/m ² .	
	Toxics	An impact is expected if the 95 th percentile of the data exceeds the TWQR as stated in DWAF (1996).	

Table 5.2.8: EWR 8 (Lower Sand): EcoSpecs relating to physico-chemical data (PES and REC)

River: Sand		EWR 8	Monitoring site: X3H008Q01
Water quality metrics		ECOSPEC: PES and REC	
Inorganic salts	MgSO ₄	The 95 th percentile of the data must be ≤ 16 mg/L.	
	Na ₂ SO ₄	The 95 th percentile of the data must be ≤ 20 mg/L.	
	MgCl ₂	The 95 th percentile of the data must be ≤ 15 mg/L.	
	CaCl ₂	The 95 th percentile of the data must be ≤ 21 mg/L.	
	NaCl	The 95 th percentile of the data must be ≤ 45 mg/L.	
	CaSO ₄	The 95 th percentile of the data must be ≤ 351 mg/L.	
Physical variables	EC	The 95 th percentile of the data must be ≤ 42 mS/m (A/B category).	
	pH	The 5 th percentile of the data must range from 6.5 to 8.0, and the 95 th percentile from 6.5 to 8.8.	
	Temperature	Small deviation from the natural temperature range.	
	Dissolved Oxygen	The 5 th percentile of the data must be ≥ 7.5 mg/L.	
	Turbidity	Small to moderate changes to the catchment land-use resulting in minor effects of silting of habitats, largely of a temporary nature, with very intermittent <u>temporary</u> unnaturally high sediment loads and high turbidity.	
Nutrients	TIN	The 50 th percentile of the data must be ≤ 0.7 mg/L.	
	PO ₄ -P	The 50 th percentile of the data must be ≤ 0.125 mg/L.	
Response variables	Chl-a phytoplankton	The 50 th percentile of the data must be <10 µg/L.	
	Chl-a periphyton	The 50 th percentile of the data must be ≤ 21 mg/m ² .	
	Toxics	An impact is expected if the 95 th percentile of the data exceeds the TWQR as stated in DWAF (1996).	

5.3 Komati Catchment

Table 5.3.1: EWR K1 – Upper Komati

River	Upper Komati	DWS Water Quality Monitoring Points	
WQU	2	RC	
EWR Site	K1	PES	
Water Quality Constituents		Present State	Quality EcoSpecs (Benchmark Classification)
Inorganic Salts	MgSO ₄	B	16 mg/L.
	Na ₂ SO ₄	A	20 mg/L.
	MgCl ₂	A	15 mg/L.
	CaCl ₂	A	21 mg/L.
	NaCl	A	45 mg/L.
Nutrients	SRP	B/C (0.025)	0.017 mg/L.
	TIN	A (0.09)	0.129 mg/L.
Physical Variable	pH	B (6.3 – 8.58)	
	Temperature	Expected to increase due to dams and surface runoff	Potential impacts associated with the operational procedure and releases from the Nooitgedacht Dam as there are only surface warm water spills.
	Dissolved Oxygen	No data	
	Turbidity (NTU)	No data- The river banks are eroded due to steep slopes as well as animal trampling. The Dam will reduce turbidity.	
Response variables	Chl-a periphyton	Chlorophyll-a values low (2.9 µg/L) and phaeon phyte (2.5 µg/L) in Nooitgedacht Dam. Diatoms on rocks in river.	
	Chl-a phytoplankton	5 µg/L	
	Biotic community composition - macroinvertebrate	Fish: B/C ASPT: 5.4 – 5.8 SASS5: 134-163	
	Instream toxicity	Not sampled	
Toxics	Fluoride	200 (A)	
	Al	1500 µg/L (A category)	
	Ammonia	20 µg/L (A category)	
	As	15 µg/L (A category)	
	Atrazine	20 µg/L (A category)	
	Cd soft	19 µg/L (A category)	
	Cd mod	0.2 µg/L (A category)	
	Cd hard	0.2 µg/L (A category)	
	Chlorine	0.3 µg/L (A category)	
	Cr(III)	0.4 µg/L (A category)	
	Cr(VI)	24 µg/L (A category)	
	Cu soft	14 µg/L (A category)	
	Cu mod	0.5 µg/L (A category)	
	Cu hard	1.5 µg/L (A category)	
Cyanide	2.4 µg/L (A category)		

Table 5.3.2: EWR K2 – Upper Komati

River	Upper Komati	DWS Water Quality Monitoring Points	
WQU	3	RC	X1H001Q01
EWR Site	K2	PES	X1H001Q01
Water Quality Constituents		Resent State	Quality EcoSpecs (Benchmark Classification)
Inorganic Salts	MgSO ₄	B	16 mg/L.
	Na ₂ SO ₄	A	20 mg/L.
	MgCl ₂	B	15 mg/L.
	CaCl ₂	A	21 mg/L.
	NaCl	A	45 mg/L.
Nutrients	CaSO ₄	A	351 mg/L.
	SRP	B (0.018)	0.017 mg/L.
Physical Variable	TIN	B (0.146)	0.129 mg/L.
	pH	B/C (6.2 – 9.19)	
	Temperature	No data	Impacts expected as a result of warming in the Vygeboom and operational procedures.
	Dissolved Oxygen	No data	
	Turbidity (NTU)	High sediment inputs especially from Seeikoespruit.	
Response variables			5 th Percentile: 6.24-6.46 95 th Percentile: 8.69-9.00
	Chl-a periphyton	Chlorophyll-a values in Vygeboom Dam low (1.0-1.25 µg/L).	
	Chl-a phytoplankton	< 5 µg/L	
	Biotic community composition - macroinvertebrate	ASPT: 6-8 SASS5 ca.200	
Toxics	Instream toxicity	Not sampled	
	Fluoride	A (252)	
	Al	1500 µg/L (A category)	
	Ammonia	20 µg/L (A category)	
	As	15 µg/L (A category)	
	Atrazine	20 µg/L (A category)	
	Cd soft	19 µg/L (A category)	
	Cd mod	0.2 µg/L (A category)	
	Cd hard	0.2 µg/L (A category)	
	Chlorine	0.3 µg/L (A category)	
	Cr(III)	0.4 µg/L (A category)	
	Cr(VI)	24 µg/L (A category)	
	Cu soft	14 µg/L (A category)	
	Cu mod	0.5 µg/L (A category)	
Cu hard	1.5 µg/L (A category)		
Cyanide	2.4 µg/L (A category)		
		4 µg/L (A category)	

Table 5.3.3: EWR K3 – Lower Komati

River	Upper Komati	DWS Water Quality Monitoring Points	
WQU	7	RC	X1H003Q01
EWR Site	K3	PES	X1H003Q01
Water Quality Constituents		Resent State	Quality EcoSpecs (Benchmark Classification)
Inorganic Salts	MgSO ₄	B	16 mg/L.
	Na ₂ SO ₄	B	20 mg/L.
	MgCl ₂	B	15 mg/L.
	CaCl ₂	A	21 mg/L.
	NaCl	B	45 mg/L.
	CaSO ₄	A	351 mg/L.
Nutrients	SRP	C (0.025)	0.017 mg/L.
	TIN	C (0.32)	0.129 mg/L.
Physical Variable	pH	B (6.01-8.77)	5 th Percentile: 6.5-6.8 95 th Percentile: 8.0-8.5
	Temperature	No data	Vary not more than 2°C when compared to natural mean monthly.
	Dissolved Oxygen	No data	
	Turbidity (NTU)	Expected high turbidity after rains due to removal of riparian vegetation and the natural steep topography.	
Response variables	Chl-a periphyton	Not sampled/ rocks clogged with filamentous algae.	
	Chl-a phytoplankton	< 5 µg/L	
	Biotic community composition - macroinvertebrate	ASPT: 5 SASS5: < 50	
	Instream toxicity	Not sampled	
Toxics	Fluoride	225 (A)	1500 µg/L (A category)
	Al		20 µg/L (A category)
	Ammonia		15 µg/L (A category)
	As		20 µg/L (A category)
	Atrazine		19 µg/L (A category)
	Cd soft		0.2 µg/L (A category)
	Cd mod		0.2 µg/L (A category)
	Cd hard		0.3 µg/L (A category)
	Chlorine		0.4 µg/L (A category)
	Cr(III)		24 µg/L (A category)
	Cr(VI)		14 µg/L (A category)
	Cu soft		0.5 µg/L (A category)
	Cu mod		1.5 µg/L (A category)
	Cu hard		2.4 µg/L (A category)
Cyanide		4 µg/L (A category)	

Table 5.3.4: EWR G1 – Upper Komati

River	Upper Komati	DWS Water Quality Monitoring Points	
WQU	4	RC	X1H019Q01
EWR Site	G1	PES	X1H019Q01
Water Quality Constituents		Resent State	Quality EcoSpecs (Benchmark Classification)
Inorganic Salts	MgSO ₄	B	16 mg/L.
	Na ₂ SO ₄	A	20 mg/L.
	MgCl ₂	A	15 mg/L.
	CaCl ₂	A	21 mg/L.
	NaCl	A	45 mg/L.
Nutrients	CaSO ₄	A	351 mg/L.
	SRP	B/C (0.014)	> 0.125 mg/L.
	TIN	B/C (0.235)	0.75 mg/L.
Physical Variable	pH	B/C (7.25-8.44)	5 th Percentile: 6.00-6.25 95 th Percentile: 8.37-8.69
	Temperature	No data	
	Dissolved Oxygen	No data	
	Turbidity (NTU)	High TDS values recorded (range 7 to 155).	
Response variables	Chl-a periphyton	None recorded	
	Chl-a phytoplankton	None recorded	
	Biotic community composition - macroinvertebrate	ASPT: 4.21-6.3 SASS5:30-160	ASPT 5
	Instream toxicity	Not sampled	
Toxics	Fluoride	167 (A)	1500 µg/L (A category)
	Al		20 µg/L (A category)
	Ammonia		15 µg/L (A category)
	As		20 µg/L (A category)
	Atrazine		19 µg/L (A category)
	Cd soft		0.2 µg/L (A category)
	Cd mod		0.2 µg/L (A category)
	Cd hard		0.3 µg/L (A category)
	Chlorine		0.4 µg/L (A category)
	Cr(III)		24 µg/L (A category)
	Cr(VI)		14 µg/L (A category)
	Cu soft		0.5 µg/L (A category)
	Cu mod		1.5 µg/L (A category)
Cu hard		2.4 µg/L (A category)	
Cyanide		4 µg/L (A category)	

Table 5.3.5: EWR T1 – Upper Komati

River	Upper Komati	DWS Water Quality Monitoring Points		
WQU	6	RC		
EWR Site	T1	PES		
Water Quality Constituents		Resent State		Quality EcoSpecs (Benchmark Classification)
Inorganic Salts	MgSO ₄	B		16 mg/L.
	Na ₂ SO ₄	A		20 mg/L.
	MgCl ₂	A		15 mg/L.
	CaCl ₂	A		21 mg/L.
	NaCl	B		45 mg/L.
	CaSO ₄	B		351 mg/L.
Nutrients	SRP	C/D (0.04)		> 0.125 mg/L.
	TIN	A (0.186)		0.75 mg/L.
Physical Variable	pH	A (7.78-7.74)		5 th Percentile: 6.00-6.25 95 th Percentile: 8.37-8.69
	Temperature	No data	No impacts expected	
	Dissolved Oxygen	No data		
	Turbidity (NTU)	Expected high turbidity after rains due to removal of riparian vegetation and the natural steep topography.		
Response variables	Chl-a periphyton	Not sampled		
	Chl-a phytoplankton			
	Biotic community composition - macroinvertebrate	ASPT:5.7 7.2 SASS: 163-239		ASPT > 6
	Instream toxicity	Not sampled		
Toxics	Fluoride	363 (A)		1500 µg/L (A category)
	Al			20 µg/L (A category)
	Ammonia			15 µg/L (A category)
	As			20 µg/L (A category)
	Atrazine			19 µg/L (A category)
	Cd soft			0.2 µg/L (A category)
	Cd mod			0.2 µg/L (A category)
	Cd hard			0.3 µg/L (A category)
	Chlorine			0.4 µg/L (A category)
	Cr(III)			24 µg/L (A category)
	Cr(VI)			14 µg/L (A category)
	Cu soft			0.5 µg/L (A category)
	Cu mod			1.5 µg/L (A category)
	Cu hard			2.4 µg/L (A category)
Cyanide			4 µg/L (A category)	

Table 5.3.6: EWR L1 – Lomati

River	Upper Komati	DWS Water Quality Monitoring Points	
WQU	10	RC	X1HO49Q1
EWR Site	L1	PES	X1HO49Q1
Water Quality Constituents		Resent State	
		Quality EcoSpecs (Benchmark Classification)	
Inorganic Salts	MgSO ₄	B	16 mg/L.
	Na ₂ SO ₄	A	20 mg/L.
	MgCl ₂	A	15 mg/L.
	CaCl ₂	A	21 mg/L.
	NaCl	B	45 mg/L.
Nutrients	CaSO ₄	A	351 mg/L.
	SRP	C (0.022)	0.058 mg/L.
Physical Variable	TIN	B/C (0.277)	<0.25 mg/L.
	pH	B (6.9-8.6)	5 th Percentile: 5.75-6.00 95 th Percentile: 8.05-8.37
	Temperature	No data	Driekoppies Dam operational procedures will impact on temperatures due to releases from deeper colder water.
	Dissolved Oxygen	No data	
Response variables	Turbidity (NTU)	Sediments settled out in dams.	
	Chl-a periphyton	Not sampled	21 mg/m ²
	Chl-a phytoplankton		5 µg/L in Driekoppies Dam
	Biotic community composition - macroinvertebrate	ASPT: 5.5-7.0 SASS5:60-250	ASPT > 6
Toxics	Instream toxicity	Not sampled	
	Fluoride	154 (A)	1500 µg/L (A category)
	Al		20 µg/L (A category)
	Ammonia		15 µg/L (A category)
	As		20 µg/L (A category)
	Atrazine		19 µg/L (A category)
	Cd soft		0.2 µg/L (A category)
	Cd mod		0.2 µg/L (A category)
	Cd hard		0.3 µg/L (A category)
	Chlorine		0.4 µg/L (A category)
	Cr(III)		24 µg/L (A category)
	Cr(VI)		14 µg/L (A category)
	Cu soft		0.5 µg/L (A category)
Cu mod		1.5 µg/L (A category)	
Cu hard		2.4 µg/L (A category)	
Cyanide		4 µg/L (A category)	

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Table 5.3.7: EWR M1 – Maguga

River	Upper Komati	DWS Water Quality Monitoring Points	
WQU	11	RC	X1H021Q01
EWR Site	M1	PES	X1H021Q01
Water Quality Constituents		Resent State	Quality EcoSpecs (Benchmark Classification)
Inorganic Salts	MgSO ₄	A	16 mg/L.
	Na ₂ SO ₄	A	20 mg/L.
	MgCl ₂	A	15 mg/L.
	CaCl ₂	A	21 mg/L.
	NaCl	A	45 mg/L.
Nutrients	CaSO ₄	A	351 mg/L.
	SRP	B (0.012)	0.125 mg/L.
Physical Variable	TIN	A (0.06)	<0.75 mg/L.
	pH	C (6.12-8.61)	5 th Percentile: 6.00-6.25 95 th Percentile: 8.37-8.69
	Temperature	No data	
	Dissolved Oxygen	No data	
	Turbidity (NTU)		
Response variables	Chl-a periphyton	Not sampled	
	Chl-a phytoplankton		
	Biotic community composition - macroinvertebrate	ASPT: 6-7.6 SASS5: 96-234	ASPT > 6
	Instream toxicity	Not sampled	
Toxics	Fluoride	50 (A)	1500 µg/L (A category)
	Al		20 µg/L (A category)
	Ammonia		15 µg/L (A category)
	As		20 µg/L (A category)
	Atrazine		19 µg/L (A category)
	Cd soft		0.2 µg/L (A category)
	Cd mod		0.2 µg/L (A category)
	Cd hard		0.3 µg/L (A category)
	Chlorine		0.4 µg/L (A category)
	Cr(III)		24 µg/L (A category)
	Cr(VI)		14 µg/L (A category)
	Cu soft		0.5 µg/L (A category)
	Cu mod		1.5 µg/L (A category)
	Cu hard		2.4 µg/L (A category)
Cyanide		4 µg/L (A category)	

6. GROUNDWATER - QUANTITY COMPONENT

The groundwater quantity component was determined using values (recharge, baseflow, groundwater use and stress index) obtained during the determination of water resource classes and associated resource quality objectives in the Inkomati Water Management Area, (DWS 2015), shown in Table 6.1. The average annual groundwater recharge for the entire WMA based on the Groundwater Resource Assessment project Phase II (GRA II) dataset is estimated to be more than 1 500 Mm³/a. The Ecological Water Requirements_Maintenance Low Flow (EWR_MLF) values were obtained from the Rapid groundwater Reserve determination study for the Inkomati WMA (AGES, 2010).

Population values were obtained from the Water Services dataset of 2011. The Basic Human Needs Reserve provides for the essential needs of individuals served by the water resource in question and includes water for drinking, food preparation and for personal hygiene. A life-line amount of 25 litres per person per day was used. The current study approach took also cognisance of the GRA II and WARMS 2013 datasets to achieve a more balanced estimate of groundwater use. The total groundwater use for the Inkomati WMA was subsequently estimated at 52.3 Mm³/a. The groundwater stress index reflects groundwater used versus recharge.

Table 6.1 Summary of the Reserve

Quaternary	Area(km ²)	Recharge (Mm ³ /a)	Population	Baseflow (Mm ³ /a) (DWS, 2015)	EWR_MLF (Mm ³ /a)	BHN Reserve (Mm ³ /a)	Reserve (Mm ³ /a)	Groundwater Use (Mm ³ /a)	Stress Index
X11A	672	24.36	2561	7.21	11.47	0.023	11.49	0.33	1%
X11B	597	22.93	8946	6.96	10.72	0.082	10.80	0.83	4%
X11C	319	13.12	0	3.68	5.99	0	5.99	1.56	12%
X11D	590	25.97	0	23.59	12.24	0	12.24	0.51	2%
X11E	242	11.38	0	9.97	4.77	0	4.77	0.02	0%
X11F	183	9.49	0	7.54	4.24	0	4.24	0.15	2%
X11G	264	20.58	0	17.25	9.65	0	9.65	0.2	1%
X11H	265	21.55	0	17.17	10.09	0	10.09	0.44	2%
X11J	186	15.75	0	11.98	7.24	0	7.24	0.26	2%
X11K	211	16.73	0	10	7.38	0	7.38	0.82	5%
X12A	244	15.45	0	13.94	7.27	0	7.27	0.08	0%
X12B	155	10.3	0	12.05	4.84	0	4.84	0.04	0%
X12C	186	13.28	0	8.03	6.52	0	6.52	0.08	1%
X12D	223	14.19	2735	7.54	6.23	0.025	6.25	0.29	2%
X12E	333	20.72	1020	11.5	9.63	0.009	9.64	0.09	0%
X12F	313	21.69	59707	10.85	10.63	0.545	11.17	0.13	1%
X12G	239	16.9	13058	3.42	8.11	0.119	8.23	0.05	0%
X12H	286	26.31	6177	9.41	12.6	0.056	12.66	0.05	0%
X12J	296	29.62	246	5.77	14.3	0.002	14.30	0.16	1%
X12K	286	27.93	10338	9.37	13.57	0.094	13.66	0.08	0%
X13J	828	20.68	157637	0	8.63	1.438	10.07	0.7	3%
X13K	621	10.25	56636	6.86	0.13	0.517	0.65	2.56	25%
X13L	286	5.17	3387	2.83	0.36	0.031	0.39	0.98	19%
X14A	141	8.89	0	0	4.2	0	4.20	0.09	1%
X14B	185	11.39	457	0	5.41	0.004	5.41	0.09	1%

Quaternary	Area(km ²)	Recharge (Mm ³ /a)	Population	Baseflow (Mm ³ /a) (DWS, 2015)	EWR_MLF (Mm ³ /a)	BHN Reserve (Mm ³ /a)	Reserve (Mm ³ /a)	Groundwater Use (Mm ³ /a)	Stress Index
X14F	117	6.89	0	4.62	3.36	0	3.36	0.07	1%
X14G	204	6	89074	6.15	2.29	0.813	3.10	0.62	10%
X14H	360	8.67	38790	3.19	3.62	0.354	3.97	6.68	77%
X21A	265	13.85	446	2.69	0.93	0.004	0.93	0.67	5%
X21B	378	18.81	0	4.01	3.27	0	3.27	0.45	2%
X21C	311	16.25	869	3.21	7.67	0.008	7.68	0.75	5%
X21D	219	10.95	0	2.04	4.84	0	4.84	0.14	1%
X21E	345	29.69	0	3.59	16.58	0	16.58	0.2	1%
X21F	397	18.3	9513	3.17	8.83	0.087	8.92	0.83	5%
X21G	347	17.51	14487	4.24	8	0.132	8.13	0.16	1%
X21H	229	21.19	0	5.7	10.23	0	10.23	0.08	0%
X21J	355	29.26	120	6.45	14.08	0.001	14.08	0.15	1%
X21K	245	22.78	625	4.16	11.13	0.006	11.14	0.11	0%
X22A	252	23.67	0	4.28	11.3	0	11.30	0.07	0%
X22B	227	21.24	0	4.36	9.75	0	9.75	0.46	2%
X22C	366	20.69	0	7.51	8.43	0	8.43	1.03	5%
X22D	274	25.58	12182	3.84	12.02	0.111	12.13	0.15	1%
X22E	153	13.92	0	3.9	6.75	0	6.75	0.04	0%
X22F	212	11.41	947	2.05	3.02	0.009	3.03	1.19	10%
X22G	107	9.39	0	3.02	4.72	0	4.72	0.11	1%
X22H	200	10.22	5440	2.09	2.95	0.050	3.00	0.92	9%
X22J	240	12.75	23373	2.56	5.48	0.213	5.69	0.81	6%
X22K	335	14.57	33140	3.55	42.45	0.302	42.75	2.89	20%
X23A	127	10.69	0	1.71	4.79	0	4.79	0.07	1%
X23B	229	12.38	0	3.18	5.13	0	5.13	0.65	5%
X23C	81	6.98	0	3.34	2.93	0	2.93	0.12	2%
X23D	182	12.89	0	2.43	6.11	0	6.11	0.17	1%

Quaternary	Area(km ²)	Recharge (Mm ³ /a)	Population	Baseflow (Mm ³ /a) (DWS, 2015)	EWR_MLF (Mm ³ /a)	BHN Reserve (Mm ³ /a)	Reserve (Mm ³ /a)	Groundwater Use (Mm ³ /a)	Stress Index
X23E	180	12.02	0	3.18	5.32	0	5.32	0.16	1%
X23F	310	20.29	53913	1.63	8.5	0.492	8.99	2.41	12%
X23G	225	11.2	596	2.24	4.97	0.005	4.98	0.26	2%
X23H	306	14.59	3837	1.92	10.78	0.035	10.82	0.66	4%
X24A	249	7.57	54450	2.52	3.42	0.497	3.92	0.4	5%
X24B	335	11.06	171771	2.46	5.13	1.567	6.70	0.82	7%
X24C	286	10.49	184218	1.35	4.87	1.681	6.55	0.09	1%
X24D	302	10.58	340	2.08	52.22	0.003	52.22	0.38	4%
X24E	526	12.28	5073	0	5.56	0.046	5.61	0.22	2%
X24F	262	5.76	323	0	1.89	0.003	1.89	0.72	12%
X24G	620	11.69	0	0	4.84	0	4.84	0.12	1%
X24H	769	12.78	0	0	90	0	90.00	0.98	8%
X31A	230	39.15	11707	2.14	19.1	0.107	19.21	2.33	6%
X31B	195	32.54	1722	1.81	7.43	0.016	7.45	0.11	0%
X31C	154	25.8	355	1.44	5.21	0.003	5.21	0.11	0%
X31D	192	17.49	2099	0.77	11.35	0.019	11.37	1.16	7%
X31E	214	26.11	31805	1.92	12.42	0.290	12.71	0.37	1%
X31F	94	11.66	2255	1.88	5.41	0.021	5.43	0.08	1%
X31G	169	12.43	22348	1.65	10.04	0.204	10.24	1.4	11%
X31H	60	6.69	0	0.6	2.98	0	2.98	0.12	2%
X31J	154	13.54	30984	1.57	5.55	0.283	5.83	0.53	4%
X31K	488	12.58	97372	0	29.39	0.889	30.28	0.58	5%
X31L	304	13.71	41155	0	6.09	0.376	6.47	0.51	4%
X31M	709	12.79	21584	0	4.44	0.197	4.64	0.95	7%
X32A	112	7.4	18850	0	3.24	0.172	3.41	0.5	7%
X32B	55	3.38	11671	1.07	1.28	0.106	1.39	0.32	9%
X32C	233	6.52	57961	0.52	3.32	0.529	3.85	0.91	14%

Quaternary	Area(km ²)	Recharge (Mm ³ /a)	Population	Baseflow (Mm ³ /a) (DWS, 2015)	EWR_MLF (Mm ³ /a)	BHN Reserve (Mm ³ /a)	Reserve (Mm ³ /a)	Groundwater Use (Mm ³ /a)	Stress Index
X32D	100	6.75	30860	1.47	2.93	0.282	3.21	0.32	5%
X32E	78	4.68	33350	0.95	1.74	0.304	2.04	2.36	50%
X32F	157	4.71	32638	0.76	2.73	0.298	3.03	0.4	8%
X32G	336	5.48	36640	0.99	1.7	0.334	2.03	1.02	19%
X32H	488	7.21	19418	0	2.84	0.177	3.02	0.28	4%
X32J	355	4.96	0	0	9.32	0	9.32	0.09	2%
X33A	600	7.85	0	0	3.16	0	3.16	0.05	1%
X33B	311	3.24	0	0	0.9	0	0.90	0.02	1%
X33C	183	1.27	0	0	0.24	0	0.24	0.03	2%
X33D	350	3.92	0	0	1.93	0	1.93	0	0%
X40A	924	9.59	0	0	2.77	0	2.77	0.1	1%
X40B	743	7.71	0	0	2.4	0	2.40	0.07	1%
X40C	941	10.89	7552	0	3.87	0.069	3.94	0.15	1%
X40D	589	4.89	0	0	1.59	0	1.59	0.06	1%

7. GROUNDWATER - QUALITY COMPONENT

The groundwater quality should comply with the water quality guidelines as shown in Table 7.1. The groundwater quality for the Inkomati WMA was assessed per quaternary catchment (Table 7.2). A summary of the water quality class and parameters of concern per quaternary catchment is shown in Table 7.3. The parameter of concern is the parameter that was used to make a decision about the water quality Class of the quaternary.

Table 7.1: Assessment guide for the suitability of groundwater for potable use

Chemical Parameter	Target Water Quality Ranges ¹⁾			
	Class 0	Class I	Class II	Class III
pH (pH units)	6 – 9	5 – 6 & 9 – 9.5	4 – 5 & > 9.5 – 10	<4 & >10
Electrical Conductivity (mS/m)	< 70	70 - 150	150 – 370	>370
Calcium as Ca	< 80	80 - 150	150 – 300	>300
Magnesium as Mg	< 70	70 - 100	100 – 200	>200
Sodium as Na	< 100	100 - 200	200 – 400	>400
Chloride as Cl	< 100	100 - 200	200 – 600	>600
Sulphate as SO ₄	< 200	200 - 400	400 – 600	>600
Nitrate as NO _x -N	< 6	6 - 10	10 – 20	>20
Fluoride as F	<0.7	0.7 – 1.0	1.0 – 3.5	>3.5

¹⁾ Ref: *Quality of Domestic Water Supplies, Volume 1: Assessment Guide, 2nd Ed.* 1998. Water Research Commission Report No: TT 101/98. Pretoria, South Africa. *Note:* all units of measurement are in mg/l, unless otherwise stated.

Quaternary Catchment

Groundwater quality data was obtained from the WMS and used to determine the quality per quaternary catchment, see Table 7.2 and Table 7.3 for a summary of the water quality class and parameters of concern.

Table 7.2 Groundwater quality per Quaternary Catchment

Chemical Parameter	Unit	Quaternary Catchments X11A, X11B, X11C, X11D													
		No. of Samples				Ambient GW quality or median ¹⁾				BHN Reserve ²⁾	Groundwater Quality Reserve ³⁾				
		X11A	X11B	X11C	X11D	X11A	X11B	X11C	X11D		X11A	X11B	X11C	X11D	
pH		3	-	-	1	7.07	-	-	7.82	5.0 – 9.5	7.78	5.0 – 9.5	5.0 – 9.5	5.0 – 9.5	
Electrical Conductivity	mS/m	3	-	-	1	42.1	-	-	13.3	<150	46.31	<150	<150	<150	
Calcium as Ca	mg/l	3	-	-	1	41.6	-	-	17	<150	45.76	<150	<150	<150	
Magnesium as Mg	mg/l	3	-	-	1	8.3	-	-	4.4	<100	9.13	<100	<100	<100	
Sodium as Na	mg/l	2	-	-	1	26.2	-	-	2.9	<200	<200	<200	<200	<200	
Total Alkalinity as CaCO ₃	mg/l	3	-	-	1	116.1	-	-	66.1	N/A	N/A	N/A	N/A	N/A	
Chloride as Cl	mg/l	3	-	-	1	17	-	-	1.5	<200	18.7	<200	<200	<200	
Sulphate as SO ₄	mg/l	2	-	-	1	14	-	-	2	<400	<400	<400	<400	<400	
Nitrate as NO ₃ -N	mg/l	3	-	-	1	0.22	-	-	0.12	<10	0.24	<10	<10	<10	
Fluoride as F	mg/l	3	-	-	1	0.12	-	-	0.24	<1.0	0.13	<1.0	<1.0	<1.0	

Chemical Parameter	Unit	Quaternary Catchments X11E, X11F, X11G, X11H													
		No. of Samples				Ambient GW quality or median ¹⁾				BHN Reserve ²⁾	Groundwater Quality Reserve ³⁾				
		X11E	X11F	X11G	X11H	X11E	X11F	X11G	X11H		X11E	X11F	X11G	X11H	
pH		-	-	2	24	-	-	8.06	7.54	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	8.3	
Electrical Conductivity	mS/m	-	-	2	24	-	-	27.85	17.6	<150	<150	<150	<150	19.36	
Calcium as Ca	mg/l	-	-	2	23	-	-	21.8	12.21	<150	<150	<150	<150	13.43	
Magnesium as Mg	mg/l	-	-	2	23	-	-	13.05	5.7	<100	<100	<100	<100	6.27	
Sodium as Na	mg/l	-	-	2	23	-	-	15.1	10.4	<200	<200	<200	<200	11.44	
Total Alkalinity as CaCO ₃	mg/l	-	-	2	23	-	-	134.6	70.8	N/A	N/A	N/A	N/A	N/A	
Chloride as Cl	mg/l	-	-	2	23	-	-	4.35	5	<200	<200	<200	<200	5.5	
Sulphate as SO ₄	mg/l	-	-	2	23	-	-	3.2	4.4	<400	<400	<400	<400	4.84	
Nitrate as NO _x -N	mg/l	-	-	2	23	-	-	0.7	0.77	<10	<10	<10	<10	0.85	
Fluoride as F	mg/l	-	-	2	23	-	-	0.29	0.16	<1.0	<1.0	<1.0	<1.0	0.17	
Chemical Parameter	Unit	Quaternary Catchments X11J, X11K, X12A, X12B													
		No. of Samples				Ambient GW quality or median ¹⁾				BHN Reserve ²⁾	Groundwater Quality Reserve ³⁾				
		X11J	X11K	X12A	X12B	X11J	X11K	X12A	X12B		X11J	X11K	X12A	X12B	
pH		-	3	1	2	-	6.71	7.07	7.64	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	7.38	
Electrical Conductivity	mS/m	-	3	1	2	-	16.2	14.5	15.85	<150	<150	<150	<150	17.82	
Calcium as Ca	mg/l	-	3	1	2	-	10.1	5	10.65	<150	<150	<150	<150	11.11	
Magnesium as Mg	mg/l	-	3	1	2	-	5.3	8	11.55	<100	<100	<100	<100	5.83	
Sodium as Na	mg/l	-	3	1	2	-	13.4	2.4	2.45	<200	<200	<200	<200	14.74	
Total Alkalinity as CaCO ₃	mg/l	-	3	1	2	-	75.3	46.5	81.65	N/A	N/A	N/A	N/A	N/A	
Chloride as Cl	mg/l	-	3	1	2	-	5	1.5	1.5	<200	<200	<200	<200	5.5	
Sulphate as SO ₄	mg/l	-	3	1	2	-	4.5	2	4.05	<400	<400	<400	<400	4.95	
Nitrate as NO _x -N	mg/l	-	3	1	2	-	0.29	0.77	0.07	<10	<10	<10	<10	0.32	
Fluoride as F	mg/l	-	3	1	2	-	0.11	0.05	0.14	<1.0	<1.0	<1.0	<1.0	0.12	

Chemical Parameter	Unit	Quaternary Catchments X12C, X12D, X12E, X12F											
		No. of Samples			Ambient GW quality or median ¹⁾			BHN Reserve ²⁾			Groundwater Quality Reserve ³⁾		
		X12C	X12D	X12E	X12F	X12C	X12D	X12E	X12F	X12C	X12D	X12E	X12F
pH		1	50	1	11	6.44	8.55	8.39	7.99	5.0 – 9.5	5.0 – 9.5	9.40	8.79
Electrical Conductivity	mS/m	1	50	1	11	20.50	61.10	19.40	43.80	<150	<150	67.21	48.18
Calcium as Ca	mg/l	1	46	1	11	8.30	6.10	14.00	22.80	<150	<150	6.71	25.08
Magnesium as Mg	mg/l	1	45	1	11	2.60	0.50	15.90	17.40	<100	<100	0.55	19.14
Sodium as Na	mg/l	1	44	1	11	20.00	110.66	4.00	26.80	<200	<200	121.73	29.48
Total Alkalinity as CaCO ₃	mg/l	1	45	1	11	24.40	54.60	106.00	170.00	N/A	N/A	N/A	N/A
Chloride as Cl	mg/l	1	46	1	11	17.20	124.91	3.80	6.70	<200	<200	137.40	7.37
Sulphate as SO ₄	mg/l	1	46	1	11	2.00	17.46	7.00	9.70	<400	<400	19.21	10.67
Nitrate as NO _x -N	mg/l	1	46	1	11	8.04	0.05	0.32	0.27	<10	<10	0.06	0.30
Fluoride as F	mg/l	1	44	1	11	0.25	9.93	0.49	0.66	<1.0	<1.0	10.92	0.73
Chemical Parameter	Unit	Quaternary Catchments X12G, X12H, X12J, X12K											
		No. of Samples			Ambient GW quality or median ¹⁾			BHN Reserve ²⁾			Groundwater Quality Reserve ³⁾		
		X12G	X12H	X12J	X12K	X12G	X12H	X12J	X12K	X12G	X12H	X12J	X12K
pH		3	2	-	9	8.37	8.11	-	8.10	5.0 – 9.5	5.0 – 9.5	5.0 – 9.5	8.91
Electrical Conductivity	mS/m	3	2	-	9	64.90	28.75	-	66.70	<150	<150	<150	73.37
Calcium as Ca	mg/l	3	2	-	9	23.90	13.80	-	31.70	<150	<150	<150	34.87
Magnesium as Mg	mg/l	3	2	-	9	63.60	7.05	-	30.40	<100	<100	<100	33.44
Sodium as Na	mg/l	3	2	-	9	23.20	35.95	-	21.70	<200	<200	<200	23.87
Total Alkalinity as CaCO ₃	mg/l	3	2	-	9	349.10	113.20	-	293.70	N/A	N/A	N/A	N/A
Chloride as Cl	mg/l	3	2	-	9	6.50	14.05	-	9.50	<200	<200	<200	10.45
Sulphate as SO ₄	mg/l	3	2	-	9	7.60	10.60	-	14.50	<400	<400	<400	15.95
Nitrate as NO _x -N	mg/l	3	2	-	9	0.32	1.55	-	0.50	<10	<10	<10	0.55
Fluoride as F	mg/l	3	2	-	9	0.35	1.02	-	0.25	<1.0	<1.0	<1.0	0.28

Chemical Parameter	Unit	Quaternary Catchments X13J, X13K, X13L, X14A															
		No. of Samples				Ambient GW quality or median ¹⁾				BHN Reserve ²⁾		Groundwater Quality Reserve ³⁾					
		X13J	X13K	X13L	X14A	X13J	X13K	X13L	X14A	X13J	X13K	X13L	X14A	X13J	X13K	X13L	X14A
pH		60	19	-	31	8.28	8.12	-	7.21	5.0 - 9.5	5.0 - 9.5	9.11	8.93	5.0 - 9.5	7.93		
Electrical Conductivity	mS/m	60	19	-	31	138.00	155.00	-	2.80	<150	<150	151.80	170.50	<150	3.08		
Calcium as Ca	mg/l	60	19	-	27	52.10	58.50	-	1.10	<150	<150	57.31	64.35	<150	1.21		
Magnesium as Mg	mg/l	60	19	-	27	45.40	52.70	-	0.50	<100	<100	49.94	57.97	<100	0.55		
Sodium as Na	mg/l	60	19	-	27	201.95	200.10	-	2.54	<200	<200	222.15	220.11	<200	2.79		
Total Alkalinity as CaCO ₃	mg/l	60	19	-	27	382.85	395.00	-	6.70	N/A	N/A	N/A	N/A	N/A	N/A		
Chloride as Cl	mg/l	60	19	-	27	189.20	292.47	-	5.00	<200	<200	208.12	321.72	<200	5.50		
Sulphate as SO ₄	mg/l	60	19	-	27	14.60	27.86	-	2.00	<400	<400	16.06	30.64	<400	2.20		
Nitrate as NO ₃ -N	mg/l	60	19	-	27	0.72	0.42	-	0.06	<10	<10	0.79	0.47	<10	0.07		
Fluoride as F	mg/l	60	19	-	27	0.51	0.65	-	0.12	<1.0	<1.0	0.57	0.72	<1.0	0.14		
Chemical Parameter	Unit	Quaternary Catchments X14B, X14F, X14G, X14H															
		No. of Samples				Ambient GW quality or median ¹⁾				BHN Reserve ²⁾		Groundwater Quality Reserve ³⁾					
		X14B	X14F	X14G	X14H	X14B	X14F	X14G	X14H	X14B	X14F	X14G	X14H	X14B	X14F	X14G	X14H
		4	4	54	8	7.97	7.79	8.54	8.54	5.0 - 9.5 <th>8.76 <th>8.56 <th>9.39 <th>8.76 <th>8.56 <th>9.39 <th>9.39 </th></th></th></th></th></th></th>	8.76 <th>8.56 <th>9.39 <th>8.76 <th>8.56 <th>9.39 <th>9.39 </th></th></th></th></th></th>	8.56 <th>9.39 <th>8.76 <th>8.56 <th>9.39 <th>9.39 </th></th></th></th></th>	9.39 <th>8.76 <th>8.56 <th>9.39 <th>9.39 </th></th></th></th>	8.76 <th>8.56 <th>9.39 <th>9.39 </th></th></th>	8.56 <th>9.39 <th>9.39 </th></th>	9.39 <th>9.39 </th>	9.39
pH		4	4	54	8	303.00	37.15	71.40	76.40	<150	<150	333.30	40.87	78.54	84.04		
Electrical Conductivity	mS/m	4	4	54	8	130.40	38.40	33.95	22.20	<150	<150	143.44	42.24	37.35	24.42		
Calcium as Ca	mg/l	4	4	54	8	99.20	17.60	43.60	23.05	<100	<100	109.12	19.36	47.96	25.36		
Magnesium as Mg	mg/l	4	4	54	8	495.75	25.10	84.35	112.30	<200	<200	545.33	27.61	92.79	123.53		
Sodium as Na	mg/l	4	4	54	8	632.95	148.55	276.25	281.95	N/A	N/A	N/A	N/A	N/A	N/A		
Total Alkalinity as CaCO ₃	mg/l	4	4	54	8	831.30	9.95	38.70	89.30	<200	<200	914.43	10.95	42.57	98.23		
Chloride as Cl	mg/l	4	4	54	8	60.45	14.15	2.00	5.35	<400	<400	66.50	15.57	2.20	5.89		
Sulphate as SO ₄	mg/l	4	4	54	8	3.01	0.33	2.19	0.86	<10	<10	3.31	0.36	2.41	0.94		
Nitrate as NO ₃ -N	mg/l	4	4	54	8	0.64	0.35	0.44	0.81	<1.0	<1.0	0.70	0.39	0.48	0.89		
Fluoride as F	mg/l	4	4	54	8												

Chemical Parameter	Unit	Quaternary Catchments X21A, X21B, X21C, X21D															
		No. of Samples				Ambient GW quality or median ¹⁾				BHN Reserve ²⁾	Groundwater Quality Reserve ³⁾						
		X21A	X21B	X21C	X21D	X21A	X21B	X21C	X21D		X21A	X21B	X21C	X21D			
pH		1	1	-	1	7.18	7.59	-	7.97	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5
Electrical Conductivity	mS/m	1	1	-	1	12.80	21.10	-	34.70	<150	<150	<150	<150	<150	<150	<150	<150
Calcium as Ca	mg/l	1	1	-	1	10.90	11.23	-	34.80	<150	<150	<150	<150	<150	<150	<150	<150
Magnesium as Mg	mg/l	1	1	-	1	5.10	16.54	-	18.40	<100	<100	<100	<100	<100	<100	<100	<100
Sodium as Na	mg/l	1	1	-	1	3.80	5.08	-	8.50	<200	<200	<200	<200	<200	<200	<200	<200
Total Alkalinity as CaCO ₃	mg/l	1	1	-	1	47.10	91.80	-	182.90	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Chloride as Cl	mg/l	1	1	-	1	3.70	5.35	-	3.30	<200	<200	<200	<200	<200	<200	<200	<200
Sulphate as SO ₄	mg/l	1	1	-	1	2.00	4.62	-	6.00	<400	<400	<400	<400	<400	<400	<400	<400
Nitrate as NO ₃ -N	mg/l	1	1	-	1	2.92	0.09	-	0.10	<10	<10	<10	<10	<10	<10	<10	<10
Fluoride as F	mg/l	1	1	-	1	0.10	0.14	-	0.26	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Chemical Parameter	Unit	Quaternary Catchments X21E, X21F, X21G, X21H															
		No. of Samples				Ambient GW quality or median ¹⁾				BHN Reserve ²⁾	Groundwater Quality Reserve ³⁾						
		X21E	X21F	X21G	X21H	X21E	X21F	X21G	X21H		X21E	X21F	X21G	X21H			
pH		1	55	-	-	6.27	8.12	-	-	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5
Electrical Conductivity	mS/m	1	55	-	-	5.90	39.20	-	-	<150	<150	<150	<150	<150	<150	<150	<150
Calcium as Ca	mg/l	1	49	-	-	3.30	9.86	-	-	<150	<150	<150	<150	<150	<150	<150	<150
Magnesium as Mg	mg/l	1	47	-	-	3.10	3.30	-	-	<100	<100	<100	<100	<100	<100	<100	<100
Sodium as Na	mg/l	1	46	-	-	2.90	63.85	-	-	<200	<200	<200	<200	<200	<200	<200	<200
Total Alkalinity as CaCO ₃	mg/l	1	48	-	-	27.00	103.90	-	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Chloride as Cl	mg/l	1	47	-	-	1.50	49.02	-	-	<200	<200	<200	<200	<200	<200	<200	<200
Sulphate as SO ₄	mg/l	1	49	-	-	2.00	5.15	-	-	<400	<400	<400	<400	<400	<400	<400	<400
Nitrate as NO ₃ -N	mg/l	1	49	-	-	0.12	0.05	-	-	<10	<10	<10	<10	<10	<10	<10	<10
Fluoride as F	mg/l	1	47	-	-	0.22	3.38	-	-	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0

Chemical Parameter	Unit	Quaternary Catchments X22G, X22H, X22J, X22K														
		No. of Samples			Ambient GW quality or median ¹⁾			BHN Reserve ²⁾			Groundwater Quality Reserve ³⁾					
		X22G	X22H	X22J	X22K	X22G	X22H	X22J	X22K	X22G	X22H	X22J	X22K			
pH		-	3	1	6	-	7.31	7.28	7.81	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	8.04	5.0 - 9.5	8.59
Electrical Conductivity	mS/m	-	3	1	6	-	45.40	27.00	43.55	<150	<150	<150	<150	49.94	<150	47.91
Calcium as Ca	mg/l	-	3	1	6	-	16.70	11.00	34.85	<150	<150	<150	<150	18.37	<150	38.34
Magnesium as Mg	mg/l	-	3	1	6	-	12.00	6.60	10.95	<100	<100	<100	<100	13.20	<100	12.05
Sodium as Na	mg/l	-	2	1	6	-	49.70	40.70	53.00	<200	<200	<200	<200	<200	<200	58.30
Total Alkalinity as CaCO ₃	mg/l	-	3	1	6	-	177.80	127.80	191.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Chloride as Cl	mg/l	-	3	1	6	-	16.70	5.10	14.30	<200	<200	<200	<200	18.37	<200	15.73
Sulphate as SO ₄	mg/l	-	2	1	6	-	24.60	2.00	9.60	<400	<400	<400	<400	<400	<400	10.56
Nitrate as NO _x -N	mg/l	-	3	1	6	-	2.48	1.39	0.92	<10	<10	<10	<10	2.73	<10	1.02
Fluoride as F	mg/l	-	3	1	6	-	0.44	0.96	1.86	<1.0	<1.0	<1.0	<1.0	0.48	<1.0	2.05
Chemical Parameter	Unit	Quaternary Catchments X23A, X23B, X23C, X23D														
Chemical Parameter	Unit	No. of Samples			Ambient GW quality or median ¹⁾			BHN Reserve ²⁾			Groundwater Quality Reserve ³⁾					
		X23A	X23B	X23C	X23D	X23A	X23B	X23C	X23D	X23A	X23B	X23C	X23D			
pH		1	4	-	6	7.97	7.45	-	7.39	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	8.19	5.0 - 9.5	8.12
Electrical Conductivity	mS/m	1	4	-	6	38.50	42.80	-	22.50	<150	<150	<150	<150	47.08	<150	24.75
Calcium as Ca	mg/l	1	4	-	6	21.20	29.90	-	14.80	<150	<150	<150	<150	32.89	<150	16.28
Magnesium as Mg	mg/l	1	4	-	6	3.50	10.85	-	10.95	<100	<100	<100	<100	11.94	<100	12.05
Sodium as Na	mg/l	1	4	-	6	55.50	16.50	-	15.60	<200	<200	<200	<200	18.15	<200	17.16
Total Alkalinity as CaCO ₃	mg/l	1	4	-	6	187.20	127.85	-	73.85	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Chloride as Cl	mg/l	1	4	-	6	10.30	5.90	-	10.60	<200	<200	<200	<200	6.49	<200	11.66
Sulphate as SO ₄	mg/l	1	4	-	6	5.60	9.10	-	6.70	<400	<400	<400	<400	10.01	<400	7.37
Nitrate as NO _x -N	mg/l	1	4	-	6	0.08	0.53	-	2.02	<10	<10	<10	<10	0.58	<10	2.22
Fluoride as F	mg/l	1	4	-	6	0.74	0.55	-	0.34	<1.0	<1.0	<1.0	<1.0	0.60	<1.0	0.37

Chemical Parameter	Unit	Quaternary Catchments X23E, X23F, X23G, X23H																
		No. of Samples						Ambient GW quality or median ¹⁾			BHN Reserve ²⁾				Groundwater Quality Reserve ³⁾			
		X23E	X23F	X23G	X23H	X23G	X23H	X23E	X23F	X23G	X23H	X23E	X23F	X23G	X23H			
pH		-	1	2	13	-	7.68	7.48	8.14	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	8.95				
Electrical Conductivity	mS/m	-	1	2	13	-	93.90	57.50	66.70	<150	<150	<150	<150	73.37				
Calcium as Ca	mg/l	-	1	2	13	-	49.70	36.40	28.70	<150	<150	<150	<150	31.57				
Magnesium as Mg	mg/l	-	1	2	13	-	80.50	36.60	29.20	<100	<100	<100	<100	32.12				
Sodium as Na	mg/l	-	1	2	13	-	42.00	41.05	54.60	<200	<200	<200	<200	60.06				
Total Alkalinity as CaCO ₃	mg/l	-	1	2	13	-	367.50	278.05	291.80	N/A	N/A	N/A	N/A	N/A				
Chloride as Cl	mg/l	-	1	2	13	-	42.00	12.90	24.60	<200	<200	<200	<200	27.06				
Sulphate as SO ₄	mg/l	-	1	2	13	-	97.60	15.80	34.70	<400	<400	<400	<400	38.17				
Nitrate as NO _x -N	mg/l	-	1	2	13	-	2.44	4.65	0.21	<10	<10	<10	<10	0.24				
Fluoride as F	mg/l	-	1	2	13	-	0.57	0.62	0.38	<1.0	<1.0	<1.0	<1.0	0.42				
Chemical Parameter	Unit	Quaternary Catchments X24A, X24B, X24C, X24D																
		No. of Samples						Ambient GW quality or median ¹⁾			BHN Reserve ²⁾				Groundwater Quality Reserve ³⁾			
		X24A	X24B	X24C	X24D	X24A	X24B	X24C	X24D	X24A	X24B	X24C	X24D	X24A	X24B	X24C	X24D	
pH		5	51	5	13	8.48	8.18	8.14	8.45	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	5.0 - 9.5	9.30				
Electrical Conductivity	mS/m	5	51	5	13	37.10	42.80	69.50	74.30	<150	<150	<150	<150	81.73				
Calcium as Ca	mg/l	5	44	5	13	39.60	20.88	38.00	19.60	<150	<150	<150	<150	21.56				
Magnesium as Mg	mg/l	5	44	5	13	5.94	21.64	31.30	41.90	<100	<100	<100	<100	46.09				
Sodium as Na	mg/l	5	44	5	13	57.17	28.99	97.77	37.10	<200	<200	<200	<200	40.81				
Total Alkalinity as CaCO ₃	mg/l	5	44	5	13	131.74	145.74	348.30	380.60	N/A	N/A	N/A	N/A	N/A				
Chloride as Cl	mg/l	5	45	5	13	23.22	20.80	61.80	28.50	<200	<200	<200	<200	31.35				
Sulphate as SO ₄	mg/l	5	45	5	13	5.10	23.33	13.90	18.50	<400	<400	<400	<400	20.35				
Nitrate as NO _x -N	mg/l	5	43	5	12	0.75	2.54	0.07	2.80	<10	<10	<10	<10	3.08				
Fluoride as F	mg/l	4	41	5	11	1.09	0.21	0.91	0.23	<1.0	<1.0	<1.0	<1.0	0.25				

Chemical Parameter	Unit	Quaternary Catchments X24E, X24F, X24G, X24H															
		No. of Samples				Ambient GW quality or median ¹⁾				BHN Reserve ²⁾		Groundwater Quality Reserve ³⁾					
		X24E	X24F	X24G	X24H	X24E	X24F	X24G	X24H	X24E	X24F	X24G	X24H	X24E	X24F	X24G	X24H
pH		12	5	23	55	8.61	8.62	8.48	8.25	5.0 – 9.5	9.47	9.48	9.33	9.08			
Electrical Conductivity	mS/m	12	5	23	55	100.35	119.80	88.50	77.90	<150	110.39	131.78	97.35	85.69			
Calcium as Ca	mg/l	12	5	21	49	36.20	64.40	27.30	39.17	<150	39.82	70.84	30.03	43.08			
Magnesium as Mg	mg/l	12	5	21	48	29.55	46.40	26.80	29.43	<100	32.51	51.04	29.48	32.37			
Sodium as Na	mg/l	12	5	21	47	190.95	155.70	117.50	68.50	<200	210.05	171.27	129.25	75.35			
Total Alkalinity as CaCO ₃	mg/l	12	5	21	49	411.60	420.00	369.50	208.14	N/A	N/A	N/A	N/A	N/A			
Chloride as Cl	mg/l	12	5	21	49	108.10	171.70	83.70	105.35	<200	118.91	188.87	92.07	115.88			
Sulphate as SO ₄	mg/l	12	5	21	49	8.35	9.00	8.10	22.15	<400	9.19	9.90	8.91	24.37			
Nitrate as NO ₃ -N	mg/l	12	5	21	49	0.02	0.81	0.05	0.57	<10	0.02	0.89	0.06	0.63			
Fluoride as F	mg/l	12	4	21	47	0.97	0.51	0.62	0.38	<1.0	1.06	0.56	0.68	0.42			
Chemical Parameter	Unit	Quaternary Catchments X31A, X31B, X31C, X31D															
		No. of Samples				Ambient GW quality or median ¹⁾				BHN Reserve ²⁾		Groundwater Quality Reserve ³⁾					
		X31A	X31B	X31C	X31D	X31A	X31B	X31C	X31D	X31A	X31B	X31C	X31D	X31A	X31B	X31C	X31D
pH		-	50	50	2	-	8.08	7.54	6.96	5.0 – 9.5	5.0 – 9.5	8.89	8.29	5.0 – 9.5			
Electrical Conductivity	mS/m	-	48	49	2	-	23.05	6.83	251.05	<150	<150	25.36	7.51	<150			
Calcium as Ca	mg/l	-	45	45	2	-	21.45	5.50	12.15	<150	<150	23.59	6.05	<150			
Magnesium as Mg	mg/l	-	45	44	2	-	12.79	2.99	23.65	<100	<100	14.07	3.29	<100			
Sodium as Na	mg/l	-	44	43	2	-	2.64	2.00	20.70	<200	<200	2.90	2.20	<200			
Total Alkalinity as CaCO ₃	mg/l	-	43	45	2	-	97.70	28.80	126.00	N/A	N/A	N/A	N/A	N/A			
Chloride as Cl	mg/l	-	46	46	2	-	3.77	3.30	28.50	<200	<200	4.14	3.63	<200			
Sulphate as SO ₄	mg/l	-	45	46	2	-	11.02	2.00	3.60	<400	<400	12.12	2.20	<400			
Nitrate as NO ₃ -N	mg/l	-	45	46	2	-	0.66	0.25	2.92	<10	<10	0.72	0.28	<10			
Fluoride as F	mg/l	-	50	50	2	-	8.08	7.54	6.96	<1.0	5.0 – 9.5	8.89	8.29	<1.0			

Chemical Parameter	Unit	Quaternary Catchments X31E, X31F, X31G, X31H														
		No. of Samples				Ambient GW quality or median ¹⁾				BHN Reserve ²⁾		Groundwater Quality Reserve ³⁾				
		X31E	X31F	X31G	X31H	X31E	X31F	X31G	X31H	X31E	X31F	X31G	X31H	X31E	X31F	X31G
pH		20	-	46	-	7.31	-	7.51	-	5.0 - 9.5	8.04	5.0 - 9.5	8.26	5.0 - 9.5		
Electrical Conductivity	mS/m	20	-	46	-	8.52	-	21.60	-	<150	9.37	<150	23.76	<150		
Calcium as Ca	mg/l	20	-	46	-	5.49	-	12.10	-	<150	6.04	<150	13.31	<150		
Magnesium as Mg	mg/l	20	-	46	-	1.71	-	6.02	-	<100	1.88	<100	6.63	<100		
Sodium as Na	mg/l	20	-	46	-	7.52	-	16.77	-	<200	8.28	<200	18.45	<200		
Total Alkalinity as CaCO ₃	mg/l	20	-	46	-	33.07	-	68.19	-	N/A	N/A	N/A	N/A	N/A		
Chloride as Cl	mg/l	20	-	46	-	5.00	-	8.85	-	<200	5.50	<200	9.74	<200		
Sulphate as SO ₄	mg/l	20	-	46	-	7.31	-	2.00	-	<400	8.04	<400	2.20	<400		
Nitrate as NO ₃ -N	mg/l	20	-	46	-	0.12	-	2.19	-	<10	0.13	<10	2.40	<10		
Fluoride as F	mg/l	20	-	46	-	0.14	-	0.27	-	<1.0	0.16	<1.0	0.30	<1.0		
Chemical Parameter	Unit	Quaternary Catchments X31J, X31K, X31L, X31M														
		No. of Samples				Ambient GW quality or median ¹⁾				BHN Reserve ²⁾		Groundwater Quality Reserve ³⁾				
		X31J	X31K	X31L	X31M	X31J	X31K	X31L	X31M	X31J	X31K	X31L	X31M	X31J	X31K	X31L
pH		1	91	68	50	6.59	8.11	8.01	8.17	5.0 - 9.5	5.0 - 9.5	8.81	8.98	8.81	8.81	8.98
Electrical Conductivity	mS/m	1	92	68	50	13.40	49.75	98.55	113.10	<150	<150	108.41	124.41	108.41	108.41	124.41
Calcium as Ca	mg/l	1	87	68	50	8.80	23.70	44.09	50.90	<150	<150	48.50	55.99	48.50	48.50	55.99
Magnesium as Mg	mg/l	1	86	68	50	3.00	17.49	31.34	71.86	<100	<100	34.47	79.05	34.47	34.47	79.05
Sodium as Na	mg/l	1	85	68	50	18.00	47.10	134.61	91.30	<200	<200	148.07	100.43	148.07	148.07	100.43
Total Alkalinity as CaCO ₃	mg/l	1	85	68	50	41.50	204.70	288.47	481.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Chloride as Cl	mg/l	1	87	68	50	10.60	24.91	108.70	82.40	<200	<200	119.57	90.64	119.57	119.57	90.64
Sulphate as SO ₄	mg/l	1	87	68	50	7.80	8.00	13.22	11.75	<400	<400	14.54	12.93	14.54	14.54	12.93
Nitrate as NO ₃ -N	mg/l	1	85	68	50	0.07	1.65	8.60	4.07	<10	<10	9.46	4.47	9.46	9.46	4.47
Fluoride as F	mg/l	1	84	68	50	0.37	0.81	0.79	0.58	<1.0	<1.0	0.87	0.63	0.87	0.87	0.63

Chemical Parameter	Unit	Quaternary Catchments X32A, X32B, X32C, X32D												
		No. of Samples			Ambient GW quality or median ¹⁾			BHN Reserve ²⁾			Groundwater Quality Reserve ³⁾			
		X32A	X32B	X32C	X32D	X32A	X32B	X32C	X32D	X32A	X32B	X32C	X32D	
pH		22	12	91	25	7.56	7.55	7.96	7.55	8.31	8.31	8.31	8.31	
Electrical Conductivity	mS/m	22	12	91	25	17.35	16.15	47.20	16.60	19.09	17.77	51.92	18.26	
Calcium as Ca	mg/l	22	12	91	25	10.22	9.10	23.20	9.80	11.24	10.01	25.51	10.78	
Magnesium as Mg	mg/l	22	12	91	25	4.05	2.65	10.53	3.54	4.46	2.92	11.58	3.90	
Sodium as Na	mg/l	22	12	90	25	16.53	18.71	54.92	17.10	18.19	20.58	60.41	18.81	
Total Alkalinity as CaCO ₃	mg/l	22	12	91	25	63.90	62.00	159.20	64.20	N/A	N/A	N/A	N/A	
Chloride as Cl	mg/l	22	12	91	25	6.70	5.05	23.90	6.80	7.37	5.56	26.29	7.48	
Sulphate as SO ₄	mg/l	22	12	90	25	3.00	2.00	7.38	2.00	3.30	2.20	8.12	2.20	
Nitrate as NO _x -N	mg/l	22	12	91	25	1.10	1.53	1.80	1.15	1.21	1.68	1.98	1.27	
Fluoride as F	mg/l	22	12	91	25	0.25	0.28	0.67	0.26	0.27	0.31	0.74	0.29	

Chemical Parameter	Unit	Quaternary Catchments X32E, X32F, X32G, X32H												
		No. of Samples			Ambient GW quality or median ¹⁾			BHN Reserve ²⁾			Groundwater Quality Reserve ³⁾			
		X32E	X32F	X32G	X32H	X32E	X32F	X32G	X32H	X32E	X32F	X32G	X32H	
pH		84	27	96	69	7.72	8.01	8.11	8.12	8.50	8.81	8.92	8.93	
Electrical Conductivity	mS/m	84	27	96	69	37.80	65.90	123.55	162.00	41.58	72.49	135.91	178.20	
Calcium as Ca	mg/l	84	27	96	69	20.94	35.25	52.75	55.30	23.03	38.78	58.03	60.83	
Magnesium as Mg	mg/l	84	27	96	69	9.42	15.80	39.90	72.70	10.36	17.38	43.89	79.97	
Sodium as Na	mg/l	84	27	96	69	31.45	85.60	143.07	226.60	34.60	94.16	157.38	249.26	
Total Alkalinity as CaCO ₃	mg/l	84	27	96	69	142.77	219.90	379.15	591.90	N/A	N/A	N/A	N/A	
Chloride as Cl	mg/l	84	27	96	69	16.95	72.60	125.10	140.70	18.65	79.86	137.61	154.77	
Sulphate as SO ₄	mg/l	84	27	96	69	5.23	10.00	14.47	15.80	5.75	11.00	15.92	17.38	
Nitrate as NO _x -N	mg/l	84	27	96	68	1.17	0.93	84	27	1.29	1.02	12.76	1.86	
Fluoride as F	mg/l	84	27	96	69	0.42	0.82	84	27	0.46	0.90	0.77	0.64	

Chemical Parameter	Unit	Quaternary Catchments X32J, X33A, X33B, X33C															
		No. of Samples				Ambient GW quality or median ¹⁾				BHN Reserve ²⁾		Groundwater Quality Reserve ³⁾					
		X32J	X33A	X33B	X33C	X32J	X33A	X33B	X33C	X32J	X33A	X33B	X33C	X32J	X33A	X33B	X33C
pH		5	13	3	7	8.74	8.70	8.67	8.68	5.0 – 9.5	9.61	9.57	9.54	9.55			
Electrical Conductivity	mS/m	5	13	3	7	172.00	320.00	416.00	141.00	<150	189.20	352.00	457.60	155.10			
Calcium as Ca	mg/l	5	13	3	7	42.00	51.20	74.00	57.70	<150	46.20	56.32	81.40	63.47			
Magnesium as Mg	mg/l	5	13	3	7	34.50	73.80	95.00	41.00	<100	37.95	81.18	104.50	45.10			
Sodium as Na	mg/l	5	13	3	7	309.60	597.90	627.60	220.00	<200	340.56	657.69	690.36	242.00			
Total Alkalinity as CaCO ₃	mg/l	5	13	3	7	569.80	714.70	584.50	542.60	N/A	N/A	N/A	N/A	N/A			
Chloride as Cl	mg/l	5	13	3	7	223.40	634.90	1060.90	154.60	<200	245.74	698.39	1166.99	170.06			
Sulphate as SO ₄	mg/l	5	13	3	7	16.40	35.20	38.90	4.60	<400	18.04	38.72	42.79	5.06			
Nitrate as NO _x -N	mg/l	5	13	3	7	0.02	0.02	0.36	0.02	<10	0.02	0.02	0.40	0.02			
Fluoride as F	mg/l	5	13	3	7	0.97	1.34	1.60	1.18	<1.0	1.07	1.47	1.76	1.30			
Chemical Parameter	Unit	Quaternary Catchments X33D, X40A, X40B, X40C															
		No. of Samples				Ambient GW quality or median ¹⁾				BHN Reserve ²⁾		Groundwater Quality Reserve ³⁾					
		X33D	X40A	X40B	X40C	X33D	X40A	X40B	X40C	X33D	X40A	X40B	X40C	X33D	X40A	X40B	X40C
pH		1	50	10	43	8.56	8.49	8.67	8.50	5.0 – 9.5	5.0 – 9.5	9.34	9.53	9.35			
Electrical Conductivity	mS/m	1	51	10	43	154.00	124.40	152.50	199.00	<150	<150	136.84	167.75	218.90			
Calcium as Ca	mg/l	1	46	10	43	107.30	54.10	69.75	50.54	<150	<150	59.51	76.73	55.60			
Magnesium as Mg	mg/l	1	45	10	43	73.70	78.50	88.25	67.70	<100	<100	86.35	97.08	74.47			
Sodium as Na	mg/l	1	43	10	42	118.90	76.75	178.35	338.95	<200	<200	84.43	196.19	372.85			
Total Alkalinity as CaCO ₃	mg/l	1	44	10	43	499.70	446.35	565.30	616.90	N/A	N/A	N/A	N/A	N/A			
Chloride as Cl	mg/l	1	46	10	43	209.50	159.28	211.10	288.60	<200	<200	175.21	232.21	317.46			
Sulphate as SO ₄	mg/l	1	46	10	42	4.30	30.60	7.45	22.50	<400	<400	33.66	8.20	24.75			
Nitrate as NO _x -N	mg/l	1	44	10	37	0.74	1.52	3.73	0.74	<10	<10	1.67	4.10	0.81			
Fluoride as F	mg/l	1	42	10	43	0.87	0.73	1.12	0.74	<1.0	<1.0	0.81	1.23	0.81			

Chemical Parameter	Unit	Quaternary Catchments X40D			
		No. of Samples X40D	Ambient GW quality or median ¹⁾ X40D	BHN Reserve ²⁾	Groundwater Quality Reserve ³⁾ X40D
pH		38	8.37	5.0 – 9.5	9.21
Electrical Conductivity	mS/m	39	192.50	<150	211.75
Calcium as Ca	mg/l	34	68.78	<150	75.66
Magnesium as Mg	mg/l	33	102.13	<100	112.34
Sodium as Na	mg/l	32	183.93	<200	202.32
Total Alkalinity as CaCO ₃	mg/l	33	513.50	N/A	N/A
Chloride as Cl	mg/l	34	312.94	<200	344.24
Sulphate as SO ₄	mg/l	34	18.47	<400	20.32
Nitrate as NO ₃ -N	mg/l	33	4.30	<10	4.72
Fluoride as F	mg/l	32	0.95	<1.0	1.04

Table 7.3: Water Quality Class and parameters of concern

Quaternary	Class	Water Quality parameters of concern
X11A	0	
X11B	0	
X11C	0	
X11D	0	
X11E	0	
X11F	0	
X11G	0	
X11H	0	
X11J	0	
X11K	0	
X12A	0	
X12B	0	
X12C	0	
X12D	I	Cl, Na
X12E	0	
X12F	0	
X12G	I	Mg
X12H	I	F
X12J	0	
X12K	I	Mg
X13J	2	Na
X13K	2	Cl, Na, EC
X13L	0	No data
X14A	0	
X14B	3	Na, Cl
X14F	0	
X14G	I	EC
X14H	I	Na, EC, F
X21A	0	
X21B	0	
X21C	0	
X21D	0	
X21E	0	
X21F	3	F
X21G	0	
X21H	0	No data
X21J	I	Cl, EC
X21K	0	No data
X22A	0	
X22B	0	
X22C	2	F
X22D	0	
X22E	2	F
X22F	0	
X22G	0	
X22H	0	
X22J	I	F
X22K	3	F
X23A	I	F

Quaternary	Class	Water Quality parameters of concern
X23B	0	
X23C	0	
X23D	0	
X23E	0	
X23F	1	EC, Mg
X23G	0	
X23H	0	
X24A	2	F
X24B	0	
X24C	1	F
X24D	1	EC
X24E	1	Cl, EC, Na, F
X24F	1	Cl, EC, Na
X24G	1	EC, Na
X24H	1	Cl, EC
X31A	0	
X31B	0	
X31C	0	
X31D	2	EC
X31E	0	
X31F	0	
X31G	0	
X31H	0	
X31J	0	
X31K	1	F
X31L	1	Na, EC, Cl, Mg, NO3
X31M	1	EC, Mg
X32A	0	
X32B	0	
X32C	0	
X32D	0	
X32E	0	
X32F	1	F
X32G	2	NO3
X32H	2	EC, Na
X32J	2	Cl, EC, Na
X33A	3	Na, Cl
X33B	3	Cl, EC, Na, F
X33C	2	Na, F
X33D	2	Cl, EC
X40A	1	EC, Cl, Mg, F
X40B	2	Cl, EC, F
X40C	2	Cl, EC, Na
X40D	2	Cl, EC, Mg

8. Desktop Wetland Typing and Ecoclassification

Table 8.1: Summary of Wetland Resource Units, associated wetlands and the Present Ecological Status (PES) and Ecological Importance and Sensitivity (EIS) results

WRU	Quaternary Catchments	Description	Summarised PES and EIS	Impacts
1 – Highveld Grasslands	Portions of catchments X11 and X12.	High density of large wetlands. Very large pans (rare). The vegetation type is regarded as “Endangered”. Assumed that the wetland - dependent species within this vegetation type are similarly threatened.	Moderate - estimates range from a C to C/D EC. High EIS	Widespread agriculture (water quality impacts; trampling/grazing, erosion; encroachment into & channelization). Water quality impacts from mining. Limited impacts from invasive alien plants and the effects of dams drowning some wetlands and reducing water availability.
2 – Escarpment Grasslands	Portions of catchments X11, X12, X21, X23 and X14.	High density of very large wetlands. Vegetation types are “Vulnerable” - assumed that the wetland-dependent species are therefore similarly not critically threatened.	Mostly Moderate EIS scores. X21A, X21B, X21C and X21F: High EIS scores. In these quaternary catchments diversity of wetland types is higher (number of large pans - rare). Density of wetlands is high. X21A adjacent to the RAMSAR-listed Verloren Vallei. PES relatively High - estimates range from a B/C to C EC.	Trout farming - dams drowning wetlands & reducing water availability, water quality impacts and canalisation. Agricultural areas - runoff; trampling/grazing & erosion; encroachment & channelization. Afforestation, invasive alien vegetation, mining.
3 – Bushveld	X22 and portions of catchments X21, X31, X23 & X24.	Moderate (Mountain Bushveld) to low (Sour Bushveld) density. Wetland sites moderate to small. Density & diversity is low, density slightly higher in the Sour Bushveld area. Vegetation type endangered. Vegetation types in the Mountain Bushveld unit - “Least Threatened” - accounts for the slight differences in average EIS scores.	PES of the wetlands is relatively low - Range from a C to D EC. Quaternary catchments within the Sour Bushveld WRU have Moderate EIS scores, whilst those in the Mountain Bushveld WRU tend to have Low EIS scores.	Extensive afforestation - reduced interflow, reducing water availability for wetlands. Forestry has encroached. Edge effects of forestry & roads disturb wetlands which result in degradation. Irrigation farming, peri-urban areas of the former homelands and invasive alien vegetation have also caused some wetland degradation.

WRU	Quaternary Catchments	Description	Summarised PES and EIS	Impacts
4 – Granite Lowveld	Portions of catchments X31, X32, X40, X33, X24, X14 and X13.	Wetlands are small or cryptic. Density & diversity is very low – few wetlands. Those that do occur are not rare or high diversity relative. The vegetation types are listed as “Vulnerable”. Large areas of this section of the catchment are protected within significant conservation areas.	Low EIS scores. A wide range of PES: D to A ECs - indicative of the diverse conditions. Entire catchments are impacted by urbanisation of former homeland areas, lower quaternary catchments within Kruger National Park and private conservation areas. Little change from reference conditions in these areas; albeit that very few wetlands are found here.	Afforestation, agriculture and peri-urban areas. Forestry and the extensive agricultural areas have reduced the area of wetlands and the water available. Both landuse activities have encroached in places on the wetlands; whilst peri-urban areas have caused erosion (though increased runoff, grazing pressures and confinement of the drainage lines associated with infrastructure development).
5 – Basalt Lowveld	Portions of catchments X40, X33, X24 and X13.	Wetlands confined to valley bottom positions. Density and diversity is very low. A few that do occur are not rare types or occur in high diversity relative to one another. The vegetation types are listed as “Least Threatened”.	Low EIS scores. PES very high – in A & B ECs. Notable exceptions are the quaternaries X13J, X13K and X13L which have been heavily impacted by urban and peri-urban areas of the former homelands, as well as by extensive irrigation farming.	Most of the quaternaries are located within the Kruger National Park, and no significant impacts at a regional (catchment) scale are likely to have occurred.
6 - Lebombo	Portions of catchments X40, X33 and X24.	No wetlands of any regional importance are expected due to steep slopes, shallow soils, low rainfall and high evaporation demands. Diversity would be very low, and density/occurrence extremely low.		

Table 8.2: Estimated average PES, EIS and REC for the wetlands within the quaternary catchments of the Crocodile, Sabie and Sand River catchments

Quaternary Catchment	Desktop PES	Desktop EIS	Desktop REC
X21A	C	High	B
X21B	C	High	B
X21C	C	High	B
X21D	B/C	Moderate	B/C
X21E	C	Moderate	C
X21F	B/C	High	B
X21G	C	Moderate	C
X21H	C/D	Moderate	C/D
X21J	D	Moderate	D
X21K	D	Moderate	D
X22A	C/D	Moderate	C/D
X22B	C/D	Low	C/D
X22C	D	Moderate	D
X22D	C/D	Moderate	C/D
X22E	C/D	Moderate	C/D
X22F	C	Moderate	C
X22G	C/D	Moderate	C/D
X22H	C	Moderate	C
X22J	D	Low	D
X22K	C	Low	C
X23A	C	Moderate	C
X23B	C	Moderate	C
X23C	C/D	Moderate	C/D
X23D	C	Moderate	C
X23E	C/D	Moderate	C/D
X23F	C	Moderate	C
X23G	C	Moderate	C
X23H	C	Low	C
X24A	D	Low	D
X24B	D	Low	D
X24C	B/C	Low	B/C
X24D	C	Low	C

Quaternary Catchment	Desktop PES	Desktop EIS	Desktop REC
X24E	B	Low	B
X24F	B	Low	B
X24G	A	Low	A
X31A	D	Low	D
X31B	D	Low	D
X31C	D	Moderate	D
X31D	C	Moderate	C
X31E	D	Moderate	D
X31F	C	Moderate	C
X31G	D	Low	D
X31H	C/D	Moderate	C/D
X31J	D	Low	D
X31K	D	Low	D
X31L	D	Low	D
X31M	A	Low	A
X32A	D	Moderate	D
X32B	D	Moderate	D
X32C	D	Low	D
X32D	D	Moderate	D
X32E	D	Moderate	D
X32F	D	Low	D
X32G	D	Low	D
X32H	C	Low	C
X32J	A	Low	A
X33A	A	Low	A
X33B	A	Low	A
X33C	A	Low	A
X33D	A	Low	A
X40A	A	Low	A
X40B	A	Low	A
X40C	C	Low	C
X40D	A	Low	A

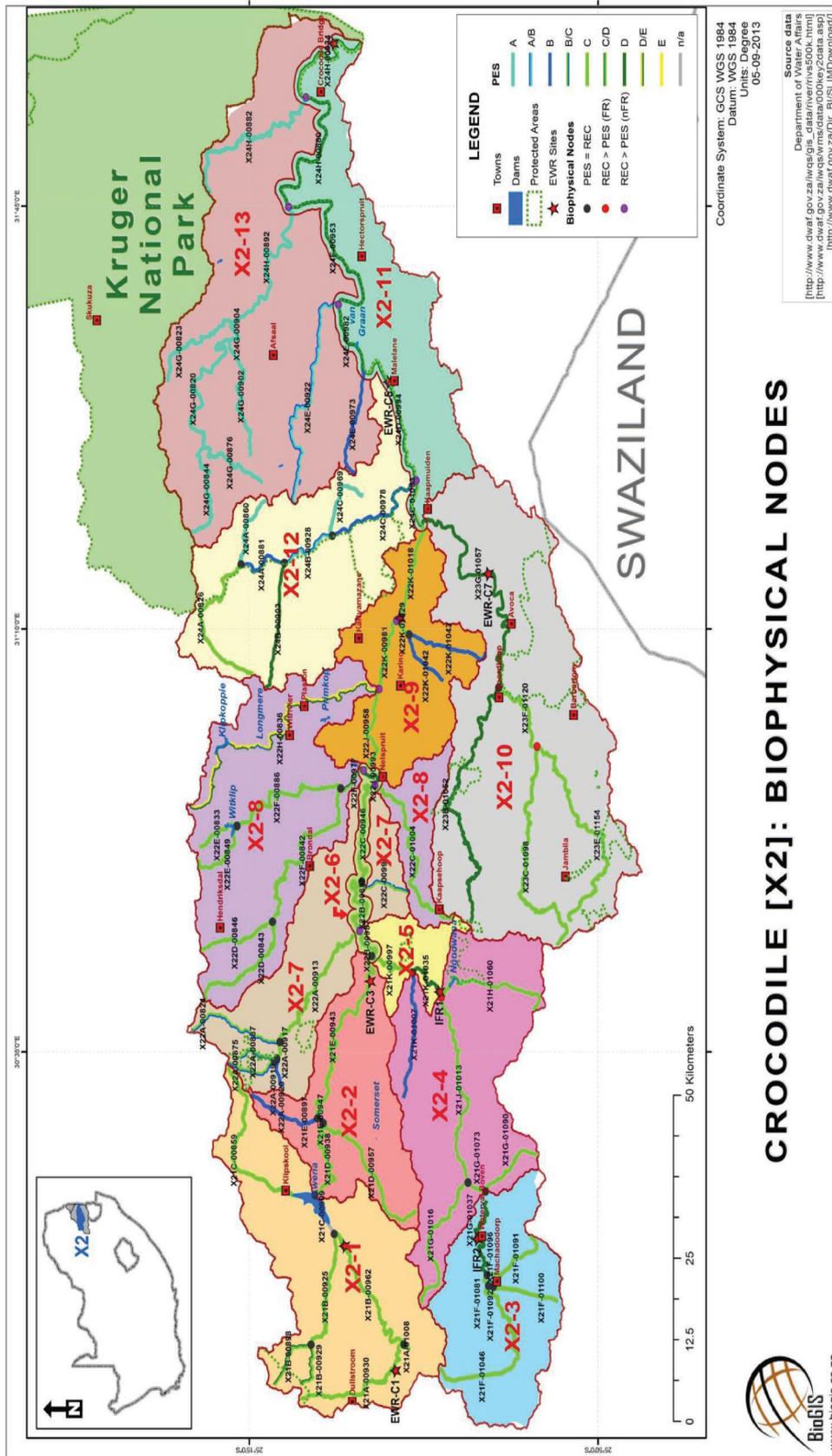


Figure 2: Locality of the selected EWR sites in the Crocodile (X2) catchment

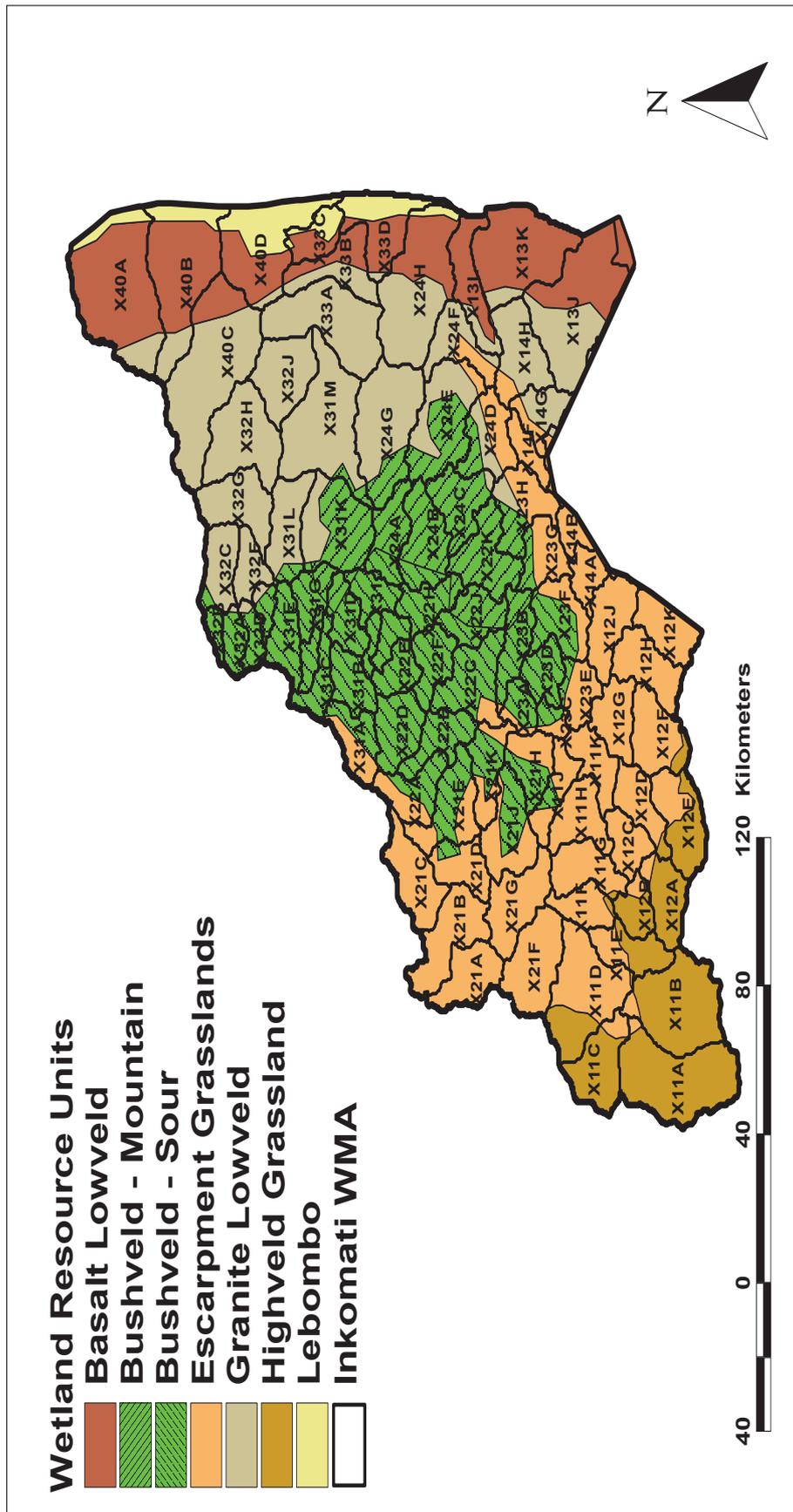


Figure 4: The distribution of quaternary catchments in relation to the Wetland Resource Units

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

NON-GOVERNMENTAL ORGANIZATION**NOTICE 877 OF 2017****SOUTH AFRICAN VETERINARY COUNCIL****ELECTION NOTICE OF FRIDAY, 10 NOVEMBER 2017**

NOMINATION OF A CANDIDATE FOR THE ELECTION OF COUNCIL MEMBERS FOR THE REMAINDER OF
TERM OF OFFICE
1 AUGUST 2016 TO 31 JULY 2019

Notice is hereby given in terms of the Regulations relating to the Veterinary and Para-Veterinary Professions Act, 1982 published under Notice R2085 in Government Gazette 8402 of 1 October 1982, as amended, that I await the nominations of

One Veterinarian

to serve on the South African Veterinary Council.

Registered veterinarians are entitled to nominate one veterinarian.

**The nomination form must be lodged with me before
16h00 on Friday, 8 December 2017.**

**Nomination forms are available on request from the South African Veterinary Council offices,
Tel (012) 345 6360 or can be downloaded at www.savc.org.za.**

An election manifesto must accompany the nomination form. The manifesto must not exceed two hundred words and include the following:

**Academic qualifications
Career record and achievements
Special Interest
Public and professional service
A mission statement**

**L HAVINGA
REGISTRAR**

SOUTH AFRICAN RESERVE BANK**NOTICE 878 OF 2017****SECTION 30 OF THE BANKS ACT, 1990 (ACT NO. 94 OF 1990)****REGISTRATION AS A BANK – NewDisc LIMITED, TO BE RENAMED DISCOVERY BANK
LIMITED**

Notice is hereby given, for general information, in accordance with the provisions of section 30 of the Banks Act, 1990 (Act No. 94 of 1990), that NewDisc Limited, to be renamed Discovery Bank Limited was registered as a bank with effect from 12 October 2017.

**SOUTH AFRICAN RESERVE BANK
NOTICE 879 OF 2017**

SECTION 30 OF THE BANKS ACT, 1990 (ACT NO. 94 OF 1990)

**REGISTRATION AS A CONTROLLING COMPANY – NewDisc HOLDINGS LIMITED, TO BE
RENAMED DISCOVERY BANK HOLDINGS LIMITED**

Notice is hereby given, for general information, in accordance with the provisions of section 30 of the Banks Act, 1990 (Act No. 94 of 1990), that NewDisc Holdings Limited, to be renamed Discovery Bank Holdings Limited was registered as a controlling company in respect of NewDisc Limited, to be renamed Discovery Bank Limited with effect from 12 October 2017.

**SOUTH AFRICAN RESERVE BANK
NOTICE 880 OF 2017**

THE BANKS ACT, 1990 (ACT NO. 94 OF 1990 – “THE BANKS ACT”)

**WITHDRAWAL OF CONSENT GRANTED IN TERMS OF SECTION 34 OF THE BANKS ACT TO MAINTAIN A
REPRESENTATIVE OFFICE OF A FOREIGN INSTITUTION IN THE REPUBLIC OF SOUTH AFRICA: BANCO
BPI SA**

Notice is hereby given, for general information, that the consent granted to Banco BPI SA, by the Registrar of Banks, to maintain a representative office of a foreign institution in the Republic of South Africa was withdrawn with effect from 30 September 2017.

DEPARTMENT OF TRADE AND INDUSTRY

NOTICE 881 OF 2017

STANDARDS ACT, 2008
STANDARDS MATTERS

In terms of the Standards Act, 2008 (Act No. 8 of 2008), the Board of the South African Bureau of Standards has acted in regard to standards in the manner set out in the Schedules to this notice.

SECTION A: DRAFTS FOR COMMENTS

The following draft standards are hereby issued for public comments in compliance with the norm for the development of South Africa National standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title, scope and Purpose	Closing Date
SANS 19:2017 Ed 2	<i>The inspection, testing and examination of mobile cranes.</i> Gives provisions for the inspection, testing and examination of mobile cranes in use. This standard does not cover the inspection, testing and examination of new mobile cranes.	2018-01-02
SANS 11133:2017 Ed 1	<i>Microbiology of food, animal feed and water - Preparation, production, storage and performance testing of culture media.</i> Defines terms related to quality assurance of culture media and specifies the requirements for the preparation of culture media intended for the microbiological analysis of food, animal feed, samples from the food and feed production environment as well as kinds of water intended for consumption or use in food production.	2017-11-21
SANS 27033-1:2017 Ed 2	<i>Information technology - Security techniques - Network security Part 1: Overview and concepts.</i> Provides an overview of network security and related definitions.	2017-11-20
SANS 10049:201 Ed 5	<i>Food safety management - Requirements for prerequisite programmes (PRPs).</i> This standard contains the requirements for the development, establishment, implementation, maintenance and continual improvement of prerequisite programmes (PRPs) for food safety management for all food handling organizations and activities	2017-12-08
SANS 950:2017 Ed 3	<i>Non-metallic conduit fittings for use in electrical installations.</i> Covers the material, dimensional and performance requirements of uPVC rigid conduit and fittings. An appendix contains recommended installation procedures to be followed to ensure trouble-free service.	2017-12-21
SANS 14888-3:2017 Ed 3	<i>Information technology - Security techniques - Digital signatures with appendix Part 3: Discrete logarithm based mechanisms.</i> Specifies digital signature mechanisms with appendix whose security is based on the discrete logarithm problem.	2017-11-20
SANS 16961:2017 Ed 1	<i>Petroleum, petrochemical and natural gas industries - Internal coating and lining of steel storage tanks.</i> Specifies the minimum requirements on underground and aboveground storage tanks for surface preparation, materials, application, inspection and testing of internal coating lining systems that are intended to be applied on internal surfaces of steel storage tanks of crude oil, hydrocarbons and water for corrosion protection. Covers both new construction and maintenance works of tank internal coating and lining as well as the repair of defective and deteriorated systems. Provides the minimum requirements for shop performance testing of the coated/lined samples and the criteria for their	2017-11-19

	approval.	
SANS 27033-1:2017 Ed 2	<i>Information technology - Security techniques - Network security Part 1: Overview and concepts.</i> Provides an overview of network security and related definitions.	2017-11-20
SANS 33002:2017 Ed 1	<i>Information technology - Process assessment - Requirements for performing process assessment.</i> Defines the minimum set of requirements for performing an assessment that will ensure assessment results are objective, consistent, repeatable, and representative of the assessed processes	2017-11-15
SANS 14034:2017 Ed 1	<i>Environmental management - Environmental technology verification (ETV).</i> Specifies principles, procedures and requirements for environmental technology verification (ETV)	2017-11-13
SANS 50242:2017 Ed 2	<i>Electric dishwashers for household use - Methods for measuring the performance EN modification.</i> Applies to electric dishwashers for household use that are supplied with hot and/or cold water.	2017-11-13

SCHEDULE A.2: AMENDMENT OF EXISTING STANDARDS

The following draft amendments are hereby issued for public comments in compliance with the norm for the development of South Africa National standard in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title, scope	Scope of amendment	Closing Date
SANS 1376-2:2017 Ed 1.5	<i>Lights for motor vehicles Part 2: Headlights.</i>	<i>Amended to update size of the symbols required under marking.</i>	2017-11-06
SANS 1376-3:2017 Ed 1.6	<i>Lights for motor vehicles Part 3: Secondary lights.</i>	Amended to update the table on chromaticity co-ordinates, the subclause on photometric properties, the subclause on photometric properties, the table on luminous intensities - stop lights, the table on luminous intensities, the clause on marking and the clause on Inspection and methods of test.	2017-11-03
SANS 1550-10:2017 Ed 2.2	<i>Motor vehicle tyres and rims - Dimensions and loads Part 10: Rim contours.</i>	Amended to update referenced standards.	2017-12-31
SANS 1921-3:2017 Ed 1.1	<i>Construction and management requirements for works contracts Part 3: Structural steelwork.</i>	Amended to update referenced standards.	2017-12-26
SANS 1507-5:2017 Ed 1.5	<i>Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V) Part 5: Halogen-free distribution cables.</i>	Amended to update reference standards, and the test methods requirements of 4.4.3 and 4.2.5.2.3.	2017-12-19
SANS 60335-2-30:2017 Ed 4.1	<i>Household and similar electrical appliances - Safety Part 2-30: Particular requirements for room heaters.</i>	Amended to update the scope, general requirements, marking and instructions, heating, abnormal operation, Stability and mechanical hazards, mechanical strength, construction, and components, to add reference standard to normative references, and a figure (Cab heater test box), to change title to terms and condition and add definition, to modify requirement on supply connection and external flexible cords, clearances, creepage distances and solid insulation, and resistance to heat and fire, and to delete reference standard from bibliography.	2018-01-10

SCHEDULE A.3: WITHDRAWAL OF SOUTH AFRICAN NATIONAL STANDARDS

In terms of section 24(1)(C) of the Standards Act, the following published standards are issued for comments with regard to the intention by the SABS to withdrawn them.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date

SCHEDULE A.5: WITHDRAWAL OF INFORMATIVE AND NORMATIVE DOCUMENTS

In terms of section 24(5) of the Standards Act, the following documents are being considered for withdrawal.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date
CKS 388:2017 Ed 1.1	<i>Rubber waterstops</i>	The committee decided to withdraw CKS 388 since it is an old outdated standard and it is not used in South Africa.	2018-01-18
CKS 489:2017 Ed 1.1	<i>EPDM-styrene rubber sheet (for waterproofing)</i>	The committee decided to withdraw CKS 388 since it is an old outdated standard and it is not used in South Africa.	2018-01-18
CKS 517:2017 Ed 1.1	<i>Rubber and plastics sports balls (medicine, medau, and gymnastics)</i>	The committee decided to withdraw CKS 388 since it is an old outdated standard and it is not used in South Africa.	2018-01-18

SECTION B: ISSUING OF SOUTH AFRICAN NATIONAL STANDARDS**SCHEDULE B.1: NEW STANDARDS**

The following standards have been issued in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport

SCHEDULE B.2: AMENDMENTED STANDARDS

The following standards have been amended in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title
SANS 1550-1:2017 Ed 2.2	<i>Motor vehicle tyres and rims - Dimensions and loads Part 1: General. Consolidated edition incorporating amendment No. 2.</i> Amended to move reference to legislation to the foreword, to delete the subclause on terms and abbreviations, and to add a note to the subclause on regrooving.
SANS 10208-1: 2017 Ed 3.2	<i>Design of structures for the mining industry Part 1: Headgear structures. Consolidated edition incorporating amendment No. 2.</i> Amended to move reference to national legislation to the foreword.
SANS 1915:2017 Ed 1.1	<i>Woven backfill bags and paddock curtains. Consolidated edition incorporating amendment No. 1.</i> Amended to update referenced standards.
SANS 6061:2017 Ed 3.2	<i>CCA salts equivalent mass concentration of aqueous solutions that contain mixtures of copper-chromium-arsenic compounds used for timber preservation. Consolidated edition incorporating amendment No. 2.</i> Amended to update the requirements for apparatus, reagents, sampling, procedure, and calculation.
SANS 6123:2017 Ed 2.2	<i>Wooden doors - Determination of stiffness. Consolidated edition incorporating amendment No. 2.</i> Amended to update the test specimens requirements, to update the procedure, and to update the requirements for calculation.
SANS 673:2017 Ed 3.4	<i>Mixtures of copper-chromium-arsenic compounds for timber preservation. Consolidated edition incorporating amendment No. 4.</i> Amended to update referenced standards, to update the requirements for packing and marking, to remove reference to legislation in the foreword, and to delete the footnote on glass fibre filter.

SCHEDULE B.3: WITHDRAWN STANDARDS

In terms of section 24(1)(C) of the Standards Act, the following standards have been withdrawn.

Standard No. and year	Title
SANS 14598-6:2017 Ed 1	<i>Software engineering - Product evaluation Part 6: Documentation of evaluation modules.</i>

SCHEDULE B.4: ESTABLISHMENT OR DISBANDMENT OF TECHNICAL COMMITTEES

In terms of section 4(2) (1) the SABS has established/disbanded the following technical committees:

Technical Committee No.:	Title	Scope

SCHEDULE B5: GENERAL NOTICE

Standard No:	Title	Reason

If your organization is interested in participating in these committees, please send an e-mail to Dsscomments@sabs.co.za for more information.

SCHEDULE B6: ADDRESSES OF SABS OFFICES

The addresses of offices of the South African Bureau of Standards where copies of standards mentioned in this notice can be obtained, are as follows:

1. Gauteng head office, 1 Dr Lategan Road, Groenkloof, Private Bag X191, Pretoria 0001.
2. Western Cape Regional Office, SABS, Liesbeek Park Way, Rosebank, PO Box 615, Rondebosch 7701.
3. Eastern Cape Regional Office, SABS, 30 Kipling Road, cor. Diaz and Kipling Roads, Port Elizabeth, PO Box 3013, North End 6056.
4. KwaZulu-Natal Regional Office, SABS, 15 Garth Road, Waterfall Park, Durban, PO Box 30087, Mayville 4058.

DEPARTMENT OF TRANSPORT**NOTICE 882 OF 2017****AIR SERVICE LICENSING ACT, 1990 (ACT NO.115 OF 1990)
APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR
SERVICE LICENCE**

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations, 1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No. 115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council. Private Box X 193, Pretoria, 0001, within 21 days of date of the publication thereof.

APPENDIX II

(A) Full Name and trade name of the applicant. (B) Full business or residential address the applicant. (C) The Class and number of license in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for. (F) Amendment referred to in section 14(2) (b) to I.

(A) Comair Flight Services (Pty) Ltd; Comair Flight Services / CFS. (B) Hangar 106, Gate 14 (South Side), Lanseria International Airport. (C) Class II; N1015D. (D) Type N1 & N2. (E) Category A23, A3 & A4. **Changes to the Management Plan:** Corne' Steyn replaces David Fold as the RP: Flight Operations & Jean Kichenbrand replaces Braam de Klerk as the Air Service Safety Officer.

(A) Keetso enterprise (Pty) Ltd. (B) 175 Kwartel Road, Birch Acres, Kempton Park, 1619. (C) Class II & III; N1259D & G1260D. (D) Type n1, N2, G3, G4, G5 & G10. (E) Category A3 & A4. **Changes to the Management Plan:** Ms Y Combrick is appointed as the Air Service Safety Officer.

DEPARTMENT OF TRANSPORT

NOTICE 883 OF 2017

**INTERNATIONAL AIR SERVICE ACT, (ACT NO.60 OF 1993)
GRANT /AMENDMENT OF INTERNATIONAL AIR SERVICE LICENSE**

Pursuant to the provisions of section 17 (12) of Act No.60 of 1993 and Regulation 15 (1) and 15 (2) of the International Air Regulations,1994, it is hereby notified for general information that the applications, detail of which appear in the Schedules hereto, will be considered by the International Air Services Council (Council) representation in accordance with section 16(3) of the Act No. 60 of 1993 and regulation 25(1) of International Air Services Regulation, 1994, against or in favour of an application, should reach the Chairman of the International Air Services Council at Department of Transport, Private Bag X 193, Pretoria, 0001, within 28 days of the publication hereof. It must be stated whether the party or parties making such representation is / are prepared to be represent or represented at the possible hearing of the application.

APPENDIX II

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of International Air Service to which application pertains. (E) Category or kind of aircraft to which application pertains. (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flight.

(A) Comair Flight Services (Pty) Ltd; Comair Flight Services / CFS. (B) Hangar 106, Gate 14 (South Side), Lanseria International Airport. (C) Class II; I/N258. (D) Type N1 & N4. (E) Category A2, A3 & A4. (F) Lanseria International Airport. **Changes to the Management Plan:** Come' Steyn replaces David Fold as the RP: Flight Operations & Jean Kichenbrand replaces Braam de Klerk as the Air Service Safety Officer.

(A) SA Airlink (Pty) Ltd; Airlink. (B) Greenstone Hill, Office Park, Modderfontein. (C) Class I; I/S073. (D) Type S1. (E) Category A1. **Changes to the Management Plan:** Captain T. King replaces Mr S. Lintvelt as the RP: Flight Operations.

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 181 OF 2017**REGULATIONS UNDER THE LONG-TERM INSURANCE ACT, 1998 (ACT NO. 52
OF 1998)****DRAFT DETERMINATION ON “EQUIVALENCE OF REWARD”**

I, Caroline Dey da Silva, Deputy Registrar of Long-term Insurance, hereby, in terms of Regulation 3.2(5) of the Regulations made under section 72 of the Long-term Insurance Act, 1998 (Act No. 52 of 1998) as published under Government Notice R1492 in *Government Gazette* 19495 of 27 November 1998 and amended from time to time, give notice of the release, for public comment, of the draft determination in the Schedule that sets out when a person or long-term insurer would not be complying with the principle of “Equivalence of Reward” (“draft determination”).

Annexure A which accompanies the draft determination sets out the reasons for the draft determination. The draft determination together with Annexure A is available on the Financial Services Board’s web site at <https://www.fsb.co.za>.

Comments on the draft determination must be submitted in writing on or before 11 December 2017 to the Financial Services Board c/o Jo-Ann Ferreira at FSB.INSDraftDeterminationEoR@FSB.co.za.



CD DA SILVA
DEPUTY REGISTRAR OF LONG-TERM INSURANCE

SCHEDULE**DETERMINATION IN TERMS OF REGULATION 3.2(5) OF THE REGULATIONS
UNDER THE LONG-TERM INSURANCE ACT****1. Interpretation**

In this determination, any word or expression to which a meaning has been assigned in the Long-term Insurance Act, 1998 (Act No. 52 of 1998) or in the Regulations shall have the meaning so assigned to it, and the following terms shall have the following meanings –

“ordinary remuneration” means any combination of -

- (a) a fixed recurring salary;
- (b) commission payable in monetary form that does not exceed the maximum commission that would have been payable to the representative if the representative had been an independent intermediary; and
- (c) standard benefits;

“Regulations” means the Regulations made under section 72 of the Long-term Insurance Act, 1998 (Act No. 52 of 1998) as published under Government Notice R1492 in *Government Gazette* 19495 of 27 November 1998 and amended from time to time;

“salary advance” means the payment of an intermediary’s fixed monthly recurring salary, or a part thereof, within 31 days in advance of the normal contractual due date of that salary payment; and

“standard benefits” means forms of remuneration or consideration that are provided by the insurer on an ongoing basis and in a similar manner to all its representatives, or all representatives of a particular type, and include but are not limited to –

- (a) pension benefits;
- (b) medical scheme benefits;
- (c) leave benefits;
- (d) reimbursement of business travel expenses or business subsistence allowances based on a pre-determined tariff.

**2. Remuneration or consideration not compliant with the principle of
“Equivalence of Reward”**

- 2.1. The Registrar hereby determines in terms of Regulation 3.2(5) that the following forms of remuneration or consideration provided by a long-term insurer or on behalf of a long-term insurer to the long-term insurer’s representative for rendering services as intermediary, or any associate of such representative, do not comply with the principle of “Equivalence of Reward” -

- (a) any loan, advance, credit facility or similar arrangement (other than a salary advance) or any form of credit support, surety, guarantee or similar arrangement in relation to any debt incurred or to be incurred by a representative or any associate of a representative, on terms that are more favourable to the borrower than the terms the borrower can secure at arms' length from a licensed credit provider that is not an associate of the insurer;
- (b) any remuneration or consideration provided to a representative or an associate of a representative in exchange for the insurer or any other person being enabled to render services as intermediary in relation to policyholders of the insurer in respect of whom that representative had previously rendered such services, including but not limited to arrangements commonly described as "purchasing the representative's book of customers" or similar descriptions;
- (c) any remuneration or consideration not mentioned in (a) or (b) provided to a representative or an associate of a representative that, in aggregate, exceeds 15% of the representative's ordinary remuneration over a 12 month period. Without limitation, this includes the value of any bonuses or performance related awards, any travel, accommodation, or entertainment costs and any participation in share option schemes, profit share schemes or similar arrangements, but excludes standard benefits;
- (d) any arrangement that is substantially similar to, or structured to have a substantially similar effect to, any of the arrangements referred to in (a) to (c); and
- (e) any undertaking to pay any of the forms of remuneration or consideration referred to in (a) to (d) to a representative or an associate of a representative at any time in the future, whether contingent on the happening of a future event or not, and whether during the period that the intermediary agreement between the insurer and the representative is in effect or after the termination of such agreement.

3. Effective date and transitional arrangements

- 3.1 This determination takes effect on 1 January 2018.

ANNEXURE A - EXPLANATORY MEMO FOR DRAFT DETERMINATION ON "EQUIVALENCE OF REWARD"

1. Background and context

The current Part 3A of the Regulations under the Long-term Insurance Act, 1998 ("Part 3A") provides, in summary, that an independent intermediary as defined in Part 3A may only be remunerated for rendering services as intermediary in the form of commission in monetary form and, among other requirements, imposes maximum limits on the quantum of such commission. The limitation relating to commission in monetary form and the maximum caps do not apply directly to the remuneration of an insurer's "representative" as defined in Part 3A. Instead, Part 3A provides that a representative is appointed on conditions of employment or engagement by a long-term insurer complying with the principle of "Equivalence of Reward", in terms whereof the remuneration paid by an insurer, whether in cash or in kind, shall substantially be in accordance with the provisions of Part 3A.¹

The primary rationale for the requirement relating to the principle of equivalence of reward is to ensure that, while recognising that the contractual relationship between an insurer and its representatives² should allow for a degree of flexibility in remuneration arrangements, this should not result in representatives earning remuneration significantly in excess of the corresponding quantum of commission payable to an independent intermediary for rendering similar services. Put differently, the principle of equivalence of reward seeks to ensure a reasonably level playing field between the remuneration of representatives and independent intermediaries, to mitigate the risk that remuneration and consideration available to representatives creates opportunities for inappropriate regulatory arbitrage in favour of tied advice and distribution models.

Although Regulation 3.2(5) allows the Registrar of Long-term Insurance ("the Registrar") to determine that a person or long-term insurer is not complying with the principle of equivalence of reward, the Registrar has to date not issued such a determination. Notwithstanding, the FSB is, however, concerned about how and the extent to which the principle of equivalence of reward is or is not being applied in practice. The FSB's concerns in this regard are set out in more detail in our Retail Distribution Review (RDR), published in November 2014³. The RDR put forward the following proposal:

Proposal RR: Equivalence of reward to be reviewed:

Specific standards will be set to clarify and strengthen the principle of "equivalence of reward" as the basis on which long-term insurers may remunerate their tied advisers. These standards will include provisions:

¹ Note that the FSB and the National Treasury have recently consulted on amendments to Regulations. The proposed amended Part 3A substantively retains the above provisions. Whereas the current Part 3A applies the principle of equivalence of reward as part of the definition of "representative", the amended Part 3A includes a substantive provision prohibiting remuneration to representatives that is not consistent with the principle of equivalence of reward. Should the proposed amendments to the Regulations become effective, it would therefore not have any significant impact on the mooted Determination.

² These are typically employment relationships or similar agency mandates.

³ See page 55 of the RDR discussion document.

- *Confirming that the principle of equivalence applies at the level of each individual tied adviser.*
 - *Detailing the nature of remuneration and benefits to be taken into account in assessing equivalence. This will be based on a “total cost to company” approach, whereby all benefits payable to the adviser are taken into account in applying the principle – including commissions, fees, salary-based payments, allowances, medical and pension benefits, non-cash incentives, participation in conferences and events, share options, etc. So-called “sign-on bonuses” and all forms of production or other performance incentives or rewards, whether or not they are conditional or deferred, will also be included.*
 - *Providing for how to apply the principle of equivalence at appropriate time periods or across appropriate tranches of business, bearing in mind that the equivalent value of commission that would have been payable to a non-tied adviser can only be calculated with hindsight.*
 - *To clarify that the equivalence model relates to remuneration relating to life insurance risk benefits only (being the products in respect of which product supplier commission and fees remain payable), with remuneration relating to investment products being determined with reference only to the quantum of customer agreed advice fees paid. Any portion of a tied adviser’s “total cost to company” remuneration that is attributable to advice on or sale of investment products, may not in aggregate exceed the value of customer advice fees in fact paid by customers in respect of such products over an appropriate period.*
- The regulator will specifically monitor insurers’ application of equivalence of reward standards.*

In response to industry comments received in respect of the above proposal, the FSB subsequently confirmed that full implementation of RDR Proposal “RR” will be deferred until broader RDR proposals dealing with the future remuneration model for long-term insurance are closer to finality. The FSB did however highlight that, despite this deferral, we remain concerned that a number of current practices in relation to tied adviser remuneration give rise to inappropriate distortions in the advice market, posing risk of unintended levels of migration from independent to tied models. Accordingly, the FSB advised that, as an interim measure pending full implementation of Proposal RR, we intend to clarify certain practices that the Registrar regards as inconsistent with the principle of equivalence of reward, using mechanisms provided for in Part 3 of the Regulations to the Long-term Insurance Act, 1998⁴.

This draft determination is the outcome of the above process.

2. Key provisions of the determination

Against the background outlined above, the determination sets out which forms of remuneration or consideration the Registrar regards as not being substantially in accordance with the provisions of Part 3A of the Regulations to the Long-term Insurance Act, and accordingly as not being compliant with the principle of Equivalence of Reward.

The determination identifies two specific forms of remuneration or consideration that would enable an insurer to provide its representatives with potentially significant financial advantages that it is not able to provide to independent intermediaries.

⁴ See pages 33 to 36 of the *Status Update: Retail Distribution Review Phase 1*, published in November 2015 for further detail.

Accordingly, such arrangements are clearly not substantially aligned with the provisions of Part 3A and not in compliance with the principle of Equivalence of Reward. These arrangements are⁵:

- The provision to a representative of various forms of credit or access to credit on terms that are more favourable than those available on an arms' length basis; and
- Arrangements whereby an insurer in effect "buys the representative's book of business" from that representative when the representative's intermediary agreement with the insurer comes to an end. The policyholders making up such "book" are already customers of the insurer concerned by virtue of its agency relationship with the representative, and the insurer is already obliged to ensure appropriate ongoing service to such policyholders, regardless of whether or not the intermediary agreement with the representative remains in place. Accordingly, the rationale for the insurer remunerating the representative for, in effect, retaining access to its own customers is unclear.

In addition to addressing the above specific remuneration arrangements, the determination includes a more general limitation⁶ providing, in effect, that remuneration arrangements where more than 15% of a representative's overall remuneration comprises benefits that are not generally provided to all of the insurer's representatives (or all representatives of a particular type), do not comply with the principle of equivalence of reward. This provision is intended to address other remuneration arrangements (over and above those specifically identified above) through which insurers could provide benefits to selected representatives that it would not be permitted to offer to independent intermediaries. The provision also seeks to ensure a reasonable degree of equivalence with the requirement in Part 3A that an independent intermediary may only be remunerated through "commission in monetary form", while recognising that Part 3A contemplates that a representative may be remunerated "in cash or in kind". The provision seeks to clarify that, in order for remuneration "in kind" to be consistent with the principle of equivalence of reward, it should largely comprise benefits typically available to the insurer's representatives generally in the normal course of their employment / tied agency relationship with the insurer, rather than including a significant proportion of non-standard benefits that are available only to select representatives⁷.

The determination contains additional provisions confirming that non-compliance with the principle of equivalence of reward extends, in summary, to arrangements that⁸ –

- are substantially similar in effect to those identified in the determination; or
- entail an undertaking to provide the identified forms of remuneration or consideration in the future.

Lastly, the determination sets out the effective date of its application, including the extent to which it applies to arrangements entered into before the effective date.

⁵ See paragraphs 2.1(a) and (b) of the draft determination.

⁶ See paragraph 2.1(c) of the draft determination.

⁷ See the proposed definitions of "ordinary remuneration" and "standard benefits".

⁸ See paragraphs 2.1(d) and (e) of the draft determination.

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