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For purposes of reference, all Proclamations, Government Notices, General Notices and Board Notices published are included in the following table of contents which thus forms a weekly index. Let yourself be guided by the gazette numbers in the righthand column:

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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:*

- **28 December 2017**, Thursday for the issue of Friday **05 January 2018**
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LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

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

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

EXTRA-ORDINARY

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

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

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

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 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.gpwonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice .
(Please see *Quotation* section below for further details)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (Please see the *Copy Section* below, for the specifications).
 - 8.1.5. Any additional notice information if applicable.
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 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)*.

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GPW Banking Details:

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Branch Code: 632-005

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For queries and quotations, contact: Gazette Contact Centre:

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E-mail: info.egazette@gpw.gov.za

Tel: 012-748 6200

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E-mail: subscriptions@gpw.gov.za

Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES

NO. 489

18 MAY 2018

PLANT BREEDERS' RIGHTS ACT, 1976
(ACT No. 15 of 1976)

In terms of the provisions of the Plant Breeders' Rights Act, 1976 (Act No. 15 of 1976), it is hereby made known that all aspects of plant breeders' rights, of which the particulars appear in the Sections herewith have been processed for the period January 2018 to March 2018.

Any objections must be submitted in writing to the Registrar of Plant Breeders' Rights within THREE months with reference to denominations, and within SIX months with reference to applications and grants from the date of publication of this issue, accompanied by the appropriate fees.

The bracketed numbers are reference to the addresses of the applicants and agents which can be found on the plant breeders' rights page, on the www.daff.gov.za website or upon request from the Plant Breeders' Rights Office.

Ms Elna De Bruyn
Acting Registrar of Plant Breeders' Rights

SECTION 1

RECEIPTS OF APPLICATIONS FOR PLANT BREEDERS' RIGHTS
PLANT BREEDERS' RIGHTS

AGRICULTURAL CROPS

Kind of plant: *Avena* L. [Oats]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8478	SSH 4187	Sensako [24]	ZA	Sensako [24]	2018-03-29
PT 8479	SSH 4186	Sensako [24]	ZA	Sensako [24]	2018-03-29
PT 8480	SSH 4185	Sensako [24]	ZA	Sensako [24]	2018-03-29

Kind of plant: *Hordeum* L. [Barley]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8481	SSG 066V	Sensako [24]	ZA	Sensako [24]	2018-03-29

Kind of plant: *Secale cereale* L. [Rye]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8482	SSR 789	Sensako [24]	ZA	Sensako [24]	2018-03-29

Kind of plant: *Solanum tuberosum* L. [Potato]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8469	Tyson	HZPC IRP B.V. [1360]	NL	Wesgrow [235]	2018-01-25

VEGETABLE CROPS

Kind of plant: *Allium* L. [Onion]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8470	Arara	Plennegy [1540]	ZA	Plennegy [1540]	2018-03-02
PT 8471	Kitara	Plennegy [1540]	ZA	Plennegy [1540]	2018-03-02
PT 8477	Sofire	Nunhems [101]	NL	DM Kisch [124]	2018-03-22
PT 8467	Tusker	Plennegy [1540]	ZA	Plennegy [1540]	2018-01-22

Kind of plant: *Citrullus lanatus* (Thunb.) Matsum. et Nakai [Watermelon]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8472	Embassy	Nunhems [101]	NL	DM Kisch [124]	2018-03-09

Kind of plant: *Daucus carota* L. [Carrot]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8475	Allyance	Nunhems [101]	NL	DM Kisch [124]	2018-03-22
PT 8476	Tatiana	Nunhems [101]	NL	DM Kisch [124]	2018-03-22

Kind of plant: *Lactuca sativa* L. [Lettuce]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8466	Pluskin	Nunhems B.V. [101]	NL	DM Kisch [124]	2017-12-20
PT 8465	Metalia	Nunhems B.V. [101]	NL	DM Kisch [124]	2017-12-20

ORNAMENTAL PLANTS/SIERGEWASSE

Kind of plant: *Hibiscus* L. [Hibiscus]

Application No.	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8483	Hera	Graff Breeding A/S [1605]	DK	Knol-Korevaar [770]	2018-01-31

FRUIT CROPS/VRUGTEGEWASSE

Kind of plant: *Actinidia* Lindley [Kiwifruit]

Application No.	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8474	KZ03	Kiwifruit NZ Ltd. [1696]	NZ	Stargrow [731]	2018-03-06

Kind of plant: *Citrus* L. [Navel]

Application No.	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8460	ARCCIT2007	ARC [254]	ZA	ARC ITSC [254]	2018-01-18

Kind of plant: *Citrus* L. [Valencia]

Application No.	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8459	Beli SL	Rolling Thunder Investments [1818]	ZA	CGACC [1487]	2018-01-19

Kind of plant: *Malus* Mill. [Apple]

Application No.	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8473	Sylvia	Zaiger's Inc. Gen [605]	US	Zaiger SA [1272]	2018-03-15

Kind of plant: *Passiflora* L. [Passion flower]

Application No.	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8458	Christina	JNP Swart [1819]	ZA	Bill & Judy Thomson [1820]	2018-02-20

Kind of plant: *Persea americana* Mill. [Avocado]

Application No.	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8454	Lwau	Tshivhase TG [1815]	ZA	Tshivhase TG [1815]	2017-12-14

Kind of plant: *Prunus avium* (L.) L. [Cherry]

Application No.	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8455	SG-K-9	Stargrow [731]	ZA	Stargrow [731]	2017-12-22

Kind of plant: *Prunus* spp. [Interspecific plum]

Application No.	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8462	Ebony Rose	Zaigers Inc., US [605]	US	Zaiger SA [1272]	2018-01-25

Kind of plant: *Prunus persica* (L.) Batsch [Peach]

Application No.	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8456	HBOK 27	<ul style="list-style-type: none"> Regents of Univ of Calif. [176] USA, represented by Secr of Agric [1112] 	US	SAPO Trust [59]	2017-12-18

Kind of plant: *Prunus persica* (L.) Batsch var *nucipersica* Schneid. [Nectarine]

Application No.	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8463	Polar Magic	Zaigers Inc., US [605]	US	Zaiger SA [1272]	2018-01-25
PT 8464	Polar Zee	Zaigers Inc., US [605]	US	Zaiger SA [1272]	2018-01-25

Kind of plant: *Vaccinium* L. [Blueberry]

Application No.	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 8452	NS 13-1	Next Progeny Pty Ltd [1814]	AU	SAPO Trust [59]	2018-01-15
PT 8468	NS 14-3	Next Progeny Pty Ltd [1814]	AU	SAPO Trust [59]	2018-01-15
PT 8453	NS 14-4	Next Progeny Pty Ltd [1814]	AU	SAPO Trust [59]	2018-01-15
PT 8461	NS 14-5	Next Progeny Pty Ltd [1814]	AU	SAPO Trust [59]	2018-01-23
PT 8457	Ridley 4408	Mountain Blue Orchids [1700]	AU	Spoor & Fisher [157]	2018-01-05

SECTION 2

APPLICATIONS WITHDRAWN

Application No.	Genus	Species	Common Name	Variety Denomination	Date of Withdrawal
PT 7993	<i>Cucumis</i>	spp.	Melon	Magestium	2018-02-09
PT 7996	<i>Cucumis</i>	spp.	Melon	Magiar	2018-02-09
PT 6435	<i>Dianella</i>	spp.	Flax Lily	DC 150	2018-03-26
PT 6537	<i>Dianella</i>	spp.	Flax Lily	NPW 2	2018-03-26
PT 6536	<i>Dianthus</i>	spp.	Dianthus	WP08 IAN04	2018-03-26
PT 6535	<i>Dianthus</i>	spp.	Dianthus	WP08 ROS03	2018-03-26
PT 6569	<i>Dianthus</i>	spp.	Dianthus	WP09 WEN04	2018-03-26
PT 7914	<i>Prunus</i>	<i>persica</i> Batsch. var <i>nucipersica</i> Schneid.	Nectarine	Nectamour	2018-01-22
PT 4905	<i>Solanum</i>	<i>tuberosum</i> L.	Potato	Golf	2018-02-16

PT 8453	<i>Vaccinium</i>	spp.	Southern Highbush Blueberry	NS 14-4	2018-01-28
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SECTION 3

APPLICATIONS REJECTED

Application No.	Genus	Species	Common Name	Variety Denomination	Date of Rejection
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IV. DENOMINATIONS

IV.A Application for variety denominations

Vide I

SECTION 4

APPLICATIONS FOR APPROVAL OF ALTERATIONS OF DENOMINATIONS

Grant/Application No.	Genus	Species	Common Name	Previous denomination	New denomination
ZA 20176317	<i>Citrus</i>	spp.	Sweet Orange	Red Lina	Rosalina
PT 7890	<i>Vaccinium</i>	spp.	Blueberry	EB9-2	Oz Magica
ZA 20176477	<i>Zea</i>	<i>mays</i> L.	Maize	X13D093 BR	PAN 3R-700 BR
ZA 20176478	<i>Zea</i>	<i>mays</i> L.	Maize	X13D102 BR	PAN 3R-724 BR
ZA 20145700	<i>Zea</i>	<i>mays</i> L.	Maize	PHB 3SA64172004	PAN 5A-291
PT 8316	<i>Zea</i>	<i>mays</i> L.	Maize	X13D102	PAN 3A-124
PT 8317	<i>Zea</i>	<i>mays</i> L.	Maize	X13D102 R	PAN 3R-524 R
PT 8326	<i>Zea</i>	<i>mays</i> L.	Maize	X13D093 R	PAN 3R-500 R

SECTION 5

NOTIFICATIONS OF CHANGE OF AGENTS

Application No.	Genus	Species	Common Name	Variety Denomination	Previous Agent	New Agent
ZA 20032872	<i>Allium</i>	spp.	Onion	Semal 1	Hygrotech [173]	UPOT Seed [1817]
ZA 20032873	<i>Allium</i>	spp.	Onion	Semal 2	Hygrotech [173]	UPOT Seed [1817]
ZA 20032874	<i>Allium</i>	spp.	Onion	Semal 3	Hygrotech [173]	UPOT Seed [1817]
ZA 20032875	<i>Allium</i>	spp.	Onion	Semal 4	Hygrotech [173]	UPOT Seed [1817]
ZA 20053313	<i>Allium</i>	spp.	Onion	Lolita	Hygrotech [173]	UPOT Seed [1817]
ZA 20053314	<i>Allium</i>	spp.	Onion	Coastal Cream	Hygrotech [173]	UPOT Seed [1817]
PT 3975	<i>Citrus</i>	spp.	Mandarin	Alkantara	LGS Exports [1315]	Citricom IP [1315]
ZA 20083875	<i>Citrus</i>	spp.	Valencia	Alpha	Crocodile Valley Citrus [885]	Citrogold [964]
PT 3973	<i>Citrus</i>	spp.	Mandarin	C1867	LGS Exports [1315]	Citricom IP [1315]
ZA 20063460	<i>Citrus</i>	spp.	Mandarin	Cami	LGS Exports [1315]	Citricom IP [1315]
ZA 20155856	<i>Citrus</i>	spp.	Mandarin	Mandalate	LGS Exports [1315]	Citricom IP [1315]
ZA 20155855	<i>Citrus</i>	spp.	Mandarin	Mandared	LGS Exports [1315]	Citricom IP [1315]
PT 7843	<i>Prunus</i>	<i>salicina</i> Lindl.	Japanese plum	Queen Garnet	Hampshire Inc.[1740]	Von Seidels 1308]

SECTION 6

CHANGES IN THE PERSON OF THE HOLDER OF A PLANT BREEDERS' RIGHT

Application No.	Genus	Species	Common Name	Variety Denomination	Previous Holder	New Holder
ZA 20032872	<i>Allium</i>	spp.	Onion	Semal 1	Semallium [911]	Dutoit Group [1816]
ZA 20032873	<i>Allium</i>	spp.	Onion	Semal 2	Semallium [911]	Dutoit Group [1816]
ZA 20032874	<i>Allium</i>	spp.	Onion	Semal 3	Semallium [911]	Dutoit Group [1816]
ZA 20032875	<i>Allium</i>	spp.	Onion	Semal 4	Semallium [911]	Dutoit Group [1816]
ZA 20053313	<i>Allium</i>	spp.	Onion	Lolita	Semallium [911]	Dutoit Group [1816]
ZA 20053314	<i>Allium</i>	spp.	Onion	Coastal Cream	Semallium [911]	Dutoit Group [1816]
ZA 20053234	<i>Fragaria</i>	<i>ananassa Duchesne</i>	Strawberry	Camarillo	Driscoll Strawberry Associates, Inc [981]	Driscoll's, Inc.[981]
ZA 20053236	<i>Fragaria</i>	<i>ananassa Duchesne</i>	Strawberry	San Juan	Driscoll Strawberry Associates, Inc [981]	Driscoll's, Inc.[981]
ZA 20053302	<i>Rubus</i>	spp.	Raspberry	Holyoke	Driscoll Strawberry Associates, Inc [981]	Driscoll's, Inc.[981]
ZA 20053303	<i>Rubus</i>	spp.	Raspberry	Isabel	Driscoll Strawberry Associates, Inc [981]	Driscoll's, Inc.[981]
ZA 20083941	<i>Rubus</i>	spp.	Raspberry	Maravilla	Driscoll Strawberry Associates, Inc [981]	Driscoll's, Inc.[981]

SECTION 7

CHANGES IN THE PERSON OF THE APPLICANT OF A PLANT BREEDERS' RIGHT

Application No.	Genus	Species	Common Name	Variety Denomination	Previous Holder	New Holder

SECTION 8

GRANT OF PLANT BREEDERS' RIGHTS

AGRICULTURAL CROPS

Kind of plant: *Brassica napus* L. [Oil seed rape]

Application No.	Variety Denomination	Grantee	Country	Agent	Grant No.	Date of Grant	Expiry Date
PT 8216	43Y92 CL	Pioneer [133]	US	Pioneer Hi-Bred [411]	ZA 20186585	2018-01-09	2038-01-09
PT 8198	Diamond	Nuseed [1416]	AU	Agricol [1]	ZA 20186586	2018-01-09	2038-01-09

Kind of plant: *Hordeum* L. [Barley]

Application No.	Variety Denomination	Grantee	Country	Agent	Grant No.	Date of Grant	Expiry Date
PT 7218	Agulhas	SABBI [1187]	ZA	SABBI [1187]	ZA 20186588	2018-01-25	2038-01-25
PT 7219	Hessekwa	SABBI [1187]	ZA	SABBI [1187]	ZA 20186589	2018-01-25	2038-01-25

Kind of plant: *Solanum tuberosum* L. [Potato]

Application No.	Variety Denomination	Grantee	Country	Agent	Grant No.	Date of Grant	Expiry Date
PT 6999	Synergy	Bretagne [1612]	FR	Forest Lodge [165]	ZA 20186591	2018-01-25	2038-01-25
PT 8469	Tyson	HZPC [1360]	NL	Wesgrow [235]	ZA 20186605	2018-03-27	2038-03-27

Kind of plant: *Triticum durum* Desf. [Durum Wheat]

Application No.	Variety Denomination	Grantee	Country	Agent	Grant No.	Date of Grant	Expiry Date
PT 7189	Gvati	ARO Volcani Centre [327]	IL	Spoor & Fisher [157]	ZA 20186604	2018-02-20	2038-02-20

Kind of plant: *Triticum* L. [Wheat]

Application No.	Variety Denomination	Grantee	Country	Agent	Grant No.	Date of Grant	Expiry Date
PT 8204	Koedoes	ARC [254]	ZA	ARC [254]	ZA 20186592	2018-02-20	2038-02-20
PT 8209	Kubetu	ARC [254]	ZA	ARC [254]	ZA 20186593	2018-02-20	2038-02-20
PT 7936	PAN 3453	Pannar Seed [1412]	ZA	Pannar Seed [1412]	ZA 20186599	2018-02-20	2038-02-20
PT 7524	PAN 3541	Pannar Seed [1412]	ZA	Pannar Seed [1412]	ZA 20186600	2018-02-20	2038-02-20
PT 7935	PAN 3555	Pannar Seed [1412]	ZA	Pannar Seed [1412]	ZA 20186601	2018-02-20	2038-02-20
PT 7525	PAN 3644	Pannar Seed [1412]	ZA	Pannar Seed [1412]	ZA 20186602	2018-02-20	2038-02-20
PT 8205	Renoster	ARC [254]	ZA	ARC [254]	ZA 20186594	2018-02-20	2038-02-20
PT 7494	Ruta	ARO Volcani Centre [327]	IL	Spoor & Fisher [157]	ZA 20186603	2018-02-20	2038-02-20
PT 8260	SST 0166	Sensako [24]	ZA	Sensako [24]	ZA 20186596	2018-02-20	2038-02-20
PT 7973	SST 8154	Sensako [24]	ZA	Sensako [24]	ZA 20186597	2018-02-20	2038-02-20
PT 7974	SST 8155	Sensako [24]	ZA	Sensako [24]	ZA 20186598	2018-02-20	2038-02-20
PT 8207	Wedzi	ARC [254]	ZA	ARC [254]	ZA 20186595	2018-02-20	2038-02-20

VEGETABLE CROPSKind of plant: *Cucurbita* L. [Butternut]

Application No.	Variety Denomination	Grantee	Country	Agent	Grant No.	Date of Grant	Expiry Date
PT 7688	Saxo	Basso Semillas [1727]	AR	Hygrotech [173]	ZA 20186587	2018-01-02	2038-01-02

Kind of plant: *Cucurbita* L. [Pumpkin]

Application No.	Variety Denomination	Grantee	Country	Agent	Grant No.	Date of Grant	Expiry Date
PT 7624	Reliance	Plennegy [1540]	ZA	Plennegy [1540]	ZA 20186584	2018-01-02	2038-01-02

FRUIT CROPS/VRUGTEGEWASSEKind of plant: *Citrus* L. [Sweet orange]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 6729	VAL I	Citrigene & Corn� Muller [1144 & 1553]	Citrigene & Corn� Muller [1144 & 1553]	ZA 20186590	2018-02-20	2043-02-20

Kind of plant: *Macadamia* F. Mueller [Macadamia]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 7619	TS-MAC-114	ARC [254]	ARC-ITSC [254]	ZA 20186610	2018-03-22	2043-03-22

Kind of plant: *Rubus* L. [Blackberry]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 7215	DrisBlackThree	Driscoll's, Inc [981]	Adams & Adams [65]	ZA 20186606	2018-03-09	2043-03-09
PT 6904	DrisBlackFour	Driscoll's, Inc [981]	Adams & Adams [65]	ZA 20186607	2018-03-09	2043-03-09
PT 6903	DrisBlackFive	Driscoll's, Inc [981]	Adams & Adams [65]	ZA 20186608	2018-03-09	2043-03-09
PT 7190	DrisBlackSix	Driscoll's, Inc [981]	Adams & Adams [65]	ZA 20186609	2018-03-09	2043-03-09

Kind of plant: *Rubus* L. [Blueberry]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 5531	DrisBlueOne	Driscoll's, Inc [981]	Adams & Adams [65]	ZA 20186611	2018-02-14	2043-02-14
PT 6898	DrisBlueFour	Driscoll's, Inc [981]	Adams & Adams [65]	ZA 20186612	2018-02-14	2043-02-14
PT 6899	DrisBlueFive	Driscoll's, Inc [981]	Adams & Adams [65]	ZA 20186614	2018-02-14	2043-02-14
PT 6900	DrisBlueSeven	Driscoll's, Inc [981]	Adams & Adams [65]	ZA 20186613	2018-02-14	2043-02-14
PT 8194	Suziblue	Univ of Georgia [1185]	Eurafruit [1125]	ZA 20186615	2018-02-14	2043-02-14

Kind of plant: *Vitis* L. [Grape]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 6929	IFG Eleven	IFG, USA [1399]	Heidi de Villiers [1799]	ZA 20186581	2018-01-02	2043-01-02

ORNAMENTAL PLANTS/SIERGEWASSEKind of plant: *Chrysanthemum* L. [Chrysanthemum]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 8253	DLFESKO3	Deliflor Royalties [771]	PC Knol-Korevaar [770]	ZA 20186582	2018-01-02	2038-01-02
PT 8254	DLFAGA1	Deliflor Royalties [771]	PC Knol-Korevaar [770]	ZA 20186583	2018-01-02	2038-01-02

SECTION 9**REFUSAL OF GRANTS FOR PLANT BREEDERS' RIGHTS**

Application No.	Genus	Species	Common Name	Variety Denomination	Date of Rejection

SECTION 10**PLANT BREEDERS' RIGHTS EXPIRED**

Application No.	Genus	Species	Common Name	Variety Denomination	Date Expired
ZA 981807	<i>Allium</i>	spp.	Onion	Hanna	2018-01-13
ZA 981919	<i>Cucurbita</i>	spp.	Pumpkin	Star 7020	2018-03-31
ZA 981920	<i>Cucurbita</i>	spp.	Pumpkin	Star 7022	2018-03-31
ZA 981917	<i>Cucurbita</i>	spp.	Squash	Eight Ball	2018-03-31
ZA 981838	<i>Eragrostis</i>	<i>curvula</i> L.	Weeping lovegrass	Agpal	2018-02-03
ZA 981813	<i>Lolium</i>	spp.	Ryegrass	Agriton	2018-01-13
ZA 981812	<i>Lolium</i>	spp.	Ryegrass	Hutton	2018-01-13
ZA 981814	<i>Lolium</i>	spp.	Ryegrass	Mispah	2018-01-13
ZA 981824	<i>Lupinus</i>	spp.	Lupin	Gail	2018-01-13
ZA 981825	<i>Lupinus</i>	spp.	Lupin	Ronell	2018-01-13
ZA 981898	<i>Medicago</i>	<i>sativa</i> L.	Lucerne	PAN 4956	2018-03-31
ZA 981817	<i>Secale</i>	<i>cereale</i> L.	Rye	LS 35	2018-01-13
ZA 981830	<i>Trifolium</i>	spp.	Clover	Nitro Plus	2018-01-13
ZA 981831	<i>Trifolium</i>	spp.	Clover	Prolific	2018-01-13
ZA 981826	<i>Vicia</i>	<i>faba</i> L.	Broad bean	Ascot	2018-01-13
ZA 981823	<i>X Triticosecale</i>	spp.	Triticale	Falcon	2018-01-13
ZA 981822	<i>X Triticosecale</i>	spp.	Triticale	Korhaan	2018-01-13

SECTION 11

PLANT BREEDERS' RIGHTS SURRENDERED

Grant No.	Genus	Species	Common Name	Variety Denomination	Expiry Date	Date Surrendered
ZA 20135259	<i>Agapanthus</i>	spp.	Agapanthus	Cloudy Days	2033-03-27	2018-02-28
ZA 20114629	<i>Argyranthemum</i>	spp.	Daisy Bush	Bonmadcher	2013-01-14	2018-01-31
ZA 20002301	<i>Avena</i>	spp.	Oats	SSH 494	2020-03-01	2018-01-24
ZA 20002302	<i>Avena</i>	spp.	Oats	SSH 496	2020-03-01	2018-01-24
ZA 20114900	<i>Calibrachoa</i>	spp.	Miniature Petunia	Balcanapt	2031-10-06	2018-01-31
ZA 992204	<i>Capsicum</i>	spp.	Pepper	Capistrano	2019-06-12	2018-03-28
ZA 20155861	<i>Chrysanthemum</i>	spp.	Chrysanthemum	Dekchamena	2035-04-28	2018-01-10
ZA 20156040	<i>Chrysanthemum</i>	spp.	Chrysanthemum	Dekselene	2035-11-18	2018-01-10
ZA 20156039	<i>Chrysanthemum</i>	spp.	Chrysanthemum	Dektanets	2035-11-18	2018-01-10
ZA 20145481	<i>Chrysanthemum</i>	spp.	Chrysanthemum	Delicider	2034-01-08	2018-01-10
ZA 20155878	<i>Chrysanthemum</i>	spp.	Chrysanthemum	Delisonero	2035-07-08	2018-01-10
ZA 20083948	<i>Chrysanthemum</i>	spp.	Chrysanthemum	Mona Lisa Dark Pink	2028-09-15	2018-01-10
ZA 20084105	<i>Chrysanthemum</i>	spp.	Chrysanthemum	Noa	2028-10-19	2018-01-10
ZA 20083971	<i>Chrysanthemum</i>	spp.	Chrysanthemum	Yoart	2028-09-15	2018-01-10
ZA 20176369	<i>Cucumis</i>	spp.	Melon	Western Treat	2037-04-28	2018-02-09
ZA 20156006	<i>Delosperma</i>	spp.	Delosperma	12ROSK1	2035-09-04	2018-03-08
ZA 20156007	<i>Delosperma</i>	spp.	Delosperma	Jewel of Desert Garnet	2035-09-04	2018-03-08
ZA 20156008	<i>Delosperma</i>	spp.	Delosperma	Jewel of Desert Moon Stone	2035-09-04	2018-03-08
ZA 20156009	<i>Delosperma</i>	spp.	Delosperma	Jewel of Desert Peridot	2035-09-04	2018-03-08
ZA 20156010	<i>Delosperma</i>	spp.	Delosperma	Jewel of Desert Ruby	2035-09-04	2018-03-08
ZA 20135365	<i>Dianella</i>	spp.	Flax Lily	DC150	2033-06-18	2018-03-08
ZA 20145675	<i>Dianella</i>	spp.	Flax Lily	TAS100	2034-11-13	2018-03-08
ZA 20104420	<i>Dianthus</i>	spp.	Carnation	Napoli	2030-05-16	2018-01-31
ZA 20145450	<i>Dianthus</i>	spp.	Carnation	WP 05 PP 22	2034-01-08	2018-03-08
ZA 20145449	<i>Dianthus</i>	spp.	Carnation	WP09 MAR05	2034-05-26	2018-03-08
ZA 20145528	<i>Diascia</i>	spp.	Twinspur	Baljulite	2034-01-29	2018-01-31
ZA 20145529	<i>Diascia</i>	spp.	Twinspur	Baljulor	2034-01-29	2018-01-31
ZA 20145530	<i>Diascia</i>	spp.	Twinspur	Baljulpiney	2034-01-29	2018-01-31
ZA 20145531	<i>Diascia</i>	spp.	Twinspur	Balromal	2034-01-29	2018-01-31
ZA 20145532	<i>Diascia</i>	spp.	Twinspur	Balromed	2034-01-29	2018-01-31
ZA 20145533	<i>Diascia</i>	spp.	Twinspur	Balromink	2034-01-29	2018-01-31
ZA 20145534	<i>Diascia</i>	spp.	Twinspur	Balromor	2034-01-29	2018-01-31
ZA 20135341	<i>Fuchsia</i>	spp.	Fuchsia	Nufu 1	2033-06-18	2018-02-28
ZA 20155979	<i>Gazania</i>	spp.	Gazania	Suga415	2035-08-18	2018-02-28
ZA 20063494	<i>Hydrangea</i>	spp.	Hydrangea	Ramars	2026-06-26	2018-03-08
ZA 20032837	<i>Impatiens</i>	spp.	Snapweed	Balcebimho	2023-03-20	2018-01-31
ZA 981910	<i>Lactuca</i>	spp.	Lettuce	Madras	2018-05-13	2018-01-25
ZA 20145607	<i>Mandevilla</i>	spp.	Chilean jasmine	Manhotpink	2034-05-23	2018-02-28
ZA 20145673	<i>Nemesia</i>	spp.	Nemesia	Balaroyble	2034-09-09	2018-01-31
ZA 20083851	<i>Nemesia</i>	spp.	Nemesia	Balarropi	2026-03-25	2018-01-31
ZA 20135298	<i>Osteospermum</i>	spp.	Bitou	Barserlem	2033-06-06	2018-01-31
ZA 20083894	<i>Osteospermum</i>	spp.	Bitou	Balsenwibli	2026-04-16	2018-01-31
ZA 20145605	<i>Pandorea</i>	spp.	Pandorea	Sftpanflirt	2034-05-23	2018-02-28
ZA 20145456	<i>Petunia</i>	spp.	Petunia	Balperblues	2034-01-08	2018-01-31
ZA 20022634	<i>Phaseolus</i>	<i>vulgaris</i> L.	Garden bean	Teresa	2022-01-31	2018-03-28
ZA 20053367	<i>Phormium</i>	spp.	Flax	Malleon	2024-09-03	2018-02-28
ZA 20094177	<i>Prunus</i>	spp.	Japanese plum	Suplumtwentyeight	2013-03-17	2018-03-27
ZA 20094284	<i>Rosa</i>	spp.	Rose	Interzarek	2034-08-18	2018-02-28
ZA 20176399	<i>Rosa</i>	spp.	Rose	Lexanrym	2042-08-11	2018-01-10
ZA 20022620	<i>Rosa</i>	spp.	Rose	Mallif	2027-02-26	2018-02-28
ZA 20083903	<i>Rosa</i>	spp.	Rose	Malred	2032-04-25	2018-02-28
ZA 20073631	<i>Salvia</i>	spp.	Sage	Mallip	2027-02-20	2018-02-28
ZA 20135321	<i>Solanum</i>	<i>tuberosum</i> L.	Potato	Dinky	2033-05-23	2018-02-06
ZA 20135322	<i>Solanum</i>	<i>tuberosum</i> L.	Potato	Sassy	2033-05-23	2018-02-06
ZA 20166081	<i>Triticum</i>	spp.	Wheat	SST 7155	2036-03-18	2018-01-24
ZA 20155869	<i>Triticum</i>	spp.	Wheat	SST 8134	2035-03-27	2018-01-24

ZA 992024	<i>Triticum</i>	spp.	Wheat	SST 886	2019-01-28	2018-01-24
ZA 20155954	<i>Zea</i>	<i>mays</i> L.	Maize	DKC 64-46BR	2035-07-23	2018-03-28
ZA 20104480	<i>Zea</i>	<i>mays</i> L.	Maize	DKC 74-85 R	2030-07013	2018-03-28
ZA 20125093	<i>Zea</i>	<i>mays</i> L.	Maize	DKC 79-05	2032-08-07	2018-03-28
ZA 20145651	<i>Zea</i>	<i>mays</i> L.	Maize	DKC 79-25 B	2034-08-18	2018-03-28

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES

NO. 490

18 MAY 2018

ANIMAL DISEASES ACT, 1984 (ACT NO. 35 OF 1984)

Draft Veterinary Procedural Notice for African Swine Fever Control in South Africa or "ASF VPN" under the Animal Diseases Act, 1984 (Act 35 of 1984) and the Animal Diseases Regulations (R.2026 of 1986)

I, Senzeni Zokwana, Minister of Agriculture, Forestry and Fisheries hereby

- (a) invite all interested institutions, organisations and individuals to submit written comments on the draft ASF VPN, and to do so within 60 days from the date of publication of this Public Consultation Notice to the following address:

The Director

Directorate: Animal Health

Department of Agriculture, Forestry and Fisheries,

Private Bag X138,

Pretoria

0001

Tel.: +27 12 3197456

Fax: +27 12 3297218

Email: PetuniaM@daff.gov.za

G29 Delpen Building

Riviera

Pretoria

- (b) inform all that the draft ASF VPN can be obtained from the Director: Animal Health or alternatively can be accessed on the DAFF website:

<http://www.daff.gov.za/daffweb3/Branches/Agricultural-Production-Health-Food-Safety/Animal-Health/information/dahpolicy>



MR. SENZENI ZOKWANA

Minister for Agriculture, Forestry and Fisheries

PUBLIC CONSULTATION NOTICE:**DRAFT VETERINARY PROCEDURAL NOTICE FOR AFRICAN SWINE FEVER CONTROL IN SOUTH AFRICA, ALSO KNOWN AS DRAFT "ASF VPN"**

African Swine Fever (ASF) is fatal for pigs and is devastating to the pig owner, as in most cases almost all the pigs die. ASF in domestic pigs can be spread via contact between sick and healthy animals and/or indirectly by feeding infectious swill or contact with contaminated objects. South Africa is not endemic for the domestic cycle of ASF transmission. The sylvatic cycle involves transmission of the virus between soft ticks and warthogs or bushpigs. The sylvatic cycle is present in South Africa and the area where it occurs is described as the ASF controlled areas.

The disease may spill over from the warthogs/bushpigs in the ASF controlled area to domestic pigs either directly (contact between an infectious warthog/bushpig with domestic pigs) or indirectly (via feeding infectious material from warthog/bushpig to domestic pigs or via infectious ticks which may fall off warthog/bushpig). It is therefore important to regulate the keeping of domestic pigs in the ASF controlled areas, to prevent outbreaks of the disease in domestic pigs in the ASF controlled zone. It is also important to control the movement of live pigs, live warthogs and bushpigs and their products from the ASF controlled areas into the rest of the country

ASF is a controlled animal disease according to the Animal Diseases Act, 1984 (Act 35 of 1984) and Regulations. Table 2 of the Regulations entails that the Director: Animal Health is obligated to control outbreaks of this disease.

Internationally, ASF is listed by the World Organisation for Animal Health (OIE) as a disease of concern, which requires risk mitigation measures for trade and can serve as a barrier for trade.

The draft ASF VPN is intended to serve as a guide on how to apply the legal prescripts (in terms of the Animal Diseases Act, 1984 (Act 35 of 1984) and Regulations) for moving and keeping pigs in the ASF controlled area in South Africa in order to prevent outbreaks and spread of ASF and is hereby presented for consultation before implementation.

This notice serves to invite comment on the draft Veterinary Procedural Notice for African Swine Fever control in South Africa for a period of 60 days from publication of this notice. A copy of the draft ASF VPN may be obtained on request from the Director: Animal Health or alternately can be accessed on the DAFF website.

Comments on the draft ASF VPN must be addressed in writing, before the end of the consultation period, to the Director: Animal Health.

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES

NO. 491

18 MAY 2018

AGRICULTURAL PRODUCT STANDARDS ACT No.119 OF 1990

REGULATIONS RELATING TO THE GRADING, PACKING AND MARKING OF GARLIC INTENDED FOR SALE IN THE REPUBLIC OF SOUTH AFRICA

The Minister of Agriculture, Forestry and Fisheries has, in terms of section 15 of the Agricultural Product Standards Act No.119 of 1990 --

- (a) made the regulations in the Schedule;
- (b) repealed the Regulations published by Government Notice No. R. 246 of 21 February 2003; and
- (c) determined that the said regulations shall come into operations on the date of publication.

SCHEDULE

Definitions

1. In these regulations any word or expression to which a meaning has been assigned in the Act, shall have that meaning, and--

"abnormal external moisture" means an amount of moisture on the garlic that may detrimentally affect the quality thereof, excluding condensation following the release from cool storage or a refrigerated vehicle and traces of water when crushed ice is used;

"address" means a physical address and includes the street or road number and name, the name of the town, village, suburb and in the case of a farm, the name or number of the farm and of the magisterial district in which it is situated;

"blemish" means any mark on the outer wall of the garlic which adversely affects the appearance thereof;

"class" with regard to the quality of garlic, means a class as referred to in regulation 3;

"colour" means a colour typical of the cultivar concerned;

"consignment" means a quantity of garlic delivered at any one time under cover of the same delivery note, consignment note or receipt note or from the same vehicle, or if any such quantity is subdivided into different size groups, classes, cultivars or packaging, each quantity of each of the different size groups, classes, cultivars or packaging;

"container" means the immediate container in which garlic is packed directly, the outer container in which pre-packed units are packed excluding prepacked units and/or shipping containers;

"decay" means a state of decomposition or fungal development or any insect infestation or insect damage with signs of tissue collapse or insect excrement which partly or completely affecting the quality of the garlic detrimentally is visually noticeable;

"diameter" means the largest diameter of garlic measured at right angles to a line running from the stem end to the root base;

"foreign matter" means any material not normally present in, on or amongst garlic excluding chemical residues;

"garlic" means the bulb and/or cloves of the plant *Allium sativum* L., and includes fresh garlic (garlic with a green stem and with the outer skin layers of the bulb still fresh), semi-dry garlic (garlic with the stem and outer skin layers of the bulb not completely dry) and dry garlic (garlic in which the stem, outer skin layers of the bulb and the skin layers surrounding each clove are completely dry);

"injury" means any wound which has pierced the skin of the garlic and exposes the flesh, with the exception of such wounds or puncture marks that have become completely calloused;

"inspector" means the Executive Officer or an officer under his or her control, or an assignee or a suitably qualified employee of an assignee;

"sheath" means the outer wall that protects the garlic bulb or clove;

"sun damage" means yellow discolouration to the outer sheath due to exposure to the sun;

"the Act" means the Agricultural Product Standards Act No.119 of 1990;

"thick neck" means a garlic whose neck in proportion to the bulb thereof, is abnormally thick; and

"waxy breakdown" means light-yellow discoloured areas in the clove flesh that darkens to yellow or amber and becomes translucent, sticky and waxy.

Restrictions on the sale of garlic

2. (1) No person shall sell garlic in the Republic of South Africa--

- (a) unless the garlic is sold according to the classes referred to in regulation 3;
- (b) unless the garlic complies with the standards for classes referred to in regulation 4;
- (c) unless such garlic is packed in a type of container and in the manner prescribed in regulations 5 and 6;
- (d) unless such garlic is marked with the particulars and in the manner prescribed in regulation 7;
- (e) if such garlic contains a substance prescribed as a substance which it may not contain;
- (f) if such garlic is packed in a container or in a manner prescribed as a container in which or a manner in which it may not be packed; and
- (g) if such garlic is marked with particulars or in a manner prescribed as particulars with which or a manner in which it may not be marked.

(2) Imported garlic shall be exempted from the provisions of subregulation (1): Provided that the garlic--

- (a) comply with either the Codex, UNECE (United Nations Economic Commission for Europe) or OECD (Organization for Economic Co-operation and Development) standards; and
- (b) are according to bilateral agreement accompanied by a certificate issued by a relevant government authority responsible for quality control of fresh fruits and vegetables and in which it is certified that the quality of the garlic as verified through inspection conforms to the relevant standards.

(3) The Executive Officer may grant written exemption, entirely or partially, to any person on such conditions as he or she deems necessary, from the provisions of subregulation (1): Provided that such exemption is done in terms of section 3 (1) (c) of the Act.

QUALITY STANDARDS

Classes for garlic

3. There are three classes of garlic, namely Class 1, Class 2 and Class 3.

Standards for classes

4. (1) Subject to the provisions of subregulation (2), garlic which is classified as Class 1 Class 2 or Class 3 shall comply with the specifications set out in Table 1 of the Annexure.

(2) The extent to which Class 1, Class 2 and Class 3 garlic may deviate from the specifications prescribed in sub-regulation (1) is determined in accordance to subregulation (3) and are set out in Table 2 of the Annexure.

(3) The extent to which Class 1, Class 2 and Class 3 garlic deviates from the prescribed specifications shall be determined as follows:

- (a) Examine the bulbs in the sample of the consignment sensorially in order to determine whether such deficiencies occur thereon or therein: Provided that any bulb from the sample referred to in regulation 10 with suspected internal deficiencies may be dissected for the purpose of a confirmation or otherwise of the observation concerned.
- (b) Determine with regard to each of the separate quality factors mentioned in subregulation (2) the mass of garlic that deviates from the prescribed specifications.
- (c) Express the mass determined in paragraph (b) as a percentage of the net mass of the container of garlic.
- (d) Such percentage represents the extent to which garlic with the deviation concerned is present in such container.

(4) No consignment of garlic classified as "Class 1", "Class 2" or "Class 3" shall contain plant injurious organisms of phytosanitary importance as specified in the Agricultural Pest Act No. 36 of 1983.

(5) Garlic shall be fit for human consumption as prescribed in terms of the Foodstuffs, Cosmetics and Disinfectants Act No. 54 of 1972.

Requirements for containers

5. Garlic shall be packed in containers which--

- (1) are intact, clean, suitable and strong enough for the packing and normal handling of garlic;
- (2) shall not impart a taste or odour to the garlic;
- (3) consist of pockets, cardboard cartons, or boxes; and
- (4) in case of containers that are re-used, be of such material that the container can be cleaned and disinfected prior to re-use.

Packing requirements

6. (1) Garlic shall correspond in cultivar, class and size group in the same consignment.
- (2) Containers shall be properly closed.

(3) Garlic shall, subject to the provisions of subregulation (5), be packed according to the diameter of the garlic in size groups: Provided that the difference in diameter between the smallest and the largest bulb in the same container shall not exceed 20 mm.

(4) The minimum diameter for garlic is 30 mm.

(5) Garlic packed in a container in accordance with subregulation (3) may deviate by not more than 10 percent on a mass per mass basis from the minimum and maximum diameter indicated on the container: Provided that not more than 5 percent of the garlic shall be smaller than the minimum diameter concerned.

(6) Dry, semi-dry and fresh garlic may be marketed loose, in pre-packs, in bunches or in strings, and for the purposes of these regulations such a collection of garlic shall be regarded as a container of garlic.

Marking requirements

7. (1) Containers containing garlic destined for sale, shall be marked in clear and legible letters with the following particulars:

- (a) The name and address or trade mark of the producer, owner, packer or local dispatcher.
- (b) The expression "Product of" or "Produce of" followed by the full name of the country of origin thereof or the country of origin declared as required by the regulations published in terms of the Foodstuffs, Cosmetics and Disinfectants Act No. 54 of 1972.
- (c) The expression "Class 1", "Class 2" or "Class 3" as the case may be.
- (d) The size group of the garlic in the container, indicated as minimum diameter and maximum diameter.
- (e) The net mass of the contents.
- (f) The expression "garlic", in the case of containers the contents of which are not visible from outside.
- (g) If containers are packed in a carrier container, each carrier container shall be marked with the particulars set out in paragraphs (a) to (f) above, as well as with the number of containers it contains and its contents, on at least one end of every carrier container by means of stamping or printing or by pasting a printed label thereon.

(2) The particulars prescribed in subregulation (1) shall be indicated on the container by stamping, printing or by affixing a label thereon.

(3) Particulars shall be printed in English or both in English and any of the other official languages.

(4) If at any stage the class or size designation should change the labels shall be replaced unless the new class or size designation is stamped in red ink across the old class or size designation, in clear legible block letters larger than the previous marks, with a suitable stamp.

(5) Any labels shall be firmly affixed to each container. If more than one label is used, the markings on different labels shall not be contradictory.

- (6) Each container containing garlic shall be provided with one or more labels that shall be-
- (a) intact, clean, neat and legible;
 - (b) manufactured from any suitable material; and
 - (c) affixed firmly to the container and in such a manner that re-stamping is possible without opening or damaging the container.

Display

8. When garlic is displayed for sale in loose quantities--

(1) any quantity of a particular class, a size group or a cultivar shall not be displayed mixed with garlic of any other class, size group or cultivar; and

(2) the class, size group and country of origin of such garlic shall be indicated in clear, legible block letters of at least 10 mm in height on a notice board prominently placed at such a quantity of garlic.

Prohibited particulars

9. No wording, illustration or other device of expression which constitutes a misrepresentation or which directly or by implication can create a misleading impression of the contents shall appear on a container containing garlic or on a label affixed thereto or on a notice board which is displayed therewith.

Sampling

10. An inspector shall abstract a number of containers randomly for inspection and shall satisfy him or herself that the containers thus abstracted, are representative of the consignment concerned. Each container abstracted in this way shall be inspected separately.

Offences and penalties

11. Any person who contravenes or fails to comply with a provision of these regulations shall be guilty of an offence and upon conviction be liable to a fine or imprisonment or both in accordance with section 11 of the Act.

ANNEXURE**Table 1****QUALITY SPECIFICATIONS**

	Quality factor	Class1	Class 2	Class 3
1.	General appearance	Very good quality garlic bulbs shall be sound and whole, firm, mature and well cured (not shattered, soft, spongy or dried out). Free of defects except for very slight superficial defects.	Good quality garlic bulbs shall be sound and firm, mature and well cured (not shattered, soft, spongy or dried out). Slight defect in shape may occur or is allowed.	*
2.	Decay	Not permissible	Not permissible	Slight decay permissible.
3.	Frost and sun damage	Not permissible	Not permissible	Practically free: provided that the damage is not deeper than three fleshy bracts.
4.	Externally visible sprouts	Not permissible	Not permissible	Permissible
5.	Abnormal external moisture	Not permissible: Provided that moisture resulting from natural condensation shall not be regarded as abnormal.	Not permissible: Provided that moisture resulting from natural condensation shall not be regarded as abnormal.	*
6.	Foreign smell and taste	Not permissible	Not permissible	Not permissible
7.	Cloves	Cloves shall be compact and well filled. Cloves shall fit closely together for at least two thirds of the length of individual cloves.	Cloves shall be reasonably compact, and well filled. Incomplete bulbs with not more than 3 cloves missing are permissible. Cloves shall fit closely together for at least half of the length of individual cloves.	Cloves may be missing.
8.	Foreign matter	Bulbs shall be properly cleaned and free from any traces of soil, sand, organic matter and other visible foreign matter.	Bulbs shall be properly cleaned and free from any traces of soil, sand, organic matter and practically free from other visible foreign matter.	Bulbs shall be properly cleaned and free from any traces of soil, sand, organic matter and moderately free from other visible foreign matter.

	Quality factor	Class1	Class 2	Class 3
9.	Shape	Typical of cultivar and fairly regular: Provided that slight swellings are permissible.	Typical of cultivar: Provided that irregularly shaped bulbs are permissible.	Typical of cultivar: Provided that irregularly shaped bulbs are permissible.
10.	Colour	Characteristic of commercial type: Provided that light discoloration limited to 10% of bulb surface is permissible.	Characteristic of commercial type: Provided that light discoloration on less than one third of bulb surface is permissible.	Characteristic of commercial type: Provided that light discoloration on less than two third of bulb surface is permissible.
11.	Sheath	Bulbs shall be well sheathed. Small tears of the outer sheath are permissible: Provided that not more than 10% of the total surface of the bulb is exposed.	Bulbs shall be well sheathed. Tears of the outer sheath are permissible: Provided that not more than 30% of the total surface of the bulb is exposed.	Bulbs shall be well sheathed. Tears of the outer sheath are permissible: Provided that not more than 50% of the total surface of the bulb is exposed.
12.	Damage by insects and organisms	Not permissible	Slight surface damage permissible	Moderate surface damage permissible: Provided that not more than 25% of the bulb shall be cut away with a straight cut to remove the damaged portions.
13.	Injury, bruises and blemishes	Not permissible	Healed mechanical injuries or slight bruises (of not more than 8 mm in length and 3 mm in depth) are permissible: Provided that not more than 3 cloves per bulb are affected.	*
14.	Thick necks	Not permissible	Thick necks with a diameter not exceeding one third of the diameter of the bulb are permissible.	*
15.	Waxy breakdown	Light yellow areas in flesh of cloves are permissible. Amber coloured, translucent, sticky and waxy cloves are not permissible	Soft cloves are not permissible: Provided that up to 3 cloves per bulb may be amber coloured, translucent and waxy.	*

	Quality factor	Class1	Class 2	Class 3
16.	Stems	Cut off neatly and evenly to a maximum length of 30 mm for dry garlic, 100 mm for half dry and fresh garlic and 250 mm for bunches and strings.	Cut off neatly and evenly to a maximum length of 30 mm for dry garlic, 100 mm for half dry and fresh garlic and 250 mm for bunches and strings.	*
17.	Roots	Cut off neatly to a maximum length of 5 mm for dry garlic and 10 mm for half dry and fresh garlic.	Cut off neatly to a maximum length of 5 mm for dry garlic and 10 mm for half dry and fresh garlic.	Cut off neatly to a maximum length of 10 mm for dry garlic and 15 mm for half dry and fresh garlic.
18.	Black mould	Shall be free from visual black mould.	Not more than 20% of the surface of the bulb may be affected with a slight intensity of black mould. Not more than 10% of the surface of the bulb may be affected with a serious intensity of black mould.	Not more than 50% of the surface of the bulb may be affected with a slight intensity of black mould. Not more than 20% of the surface of the bulb may be affected with a serious intensity of black mould.
19.	Any internal or external quality factor not mentioned in items 1 to 18 that may affect the quality of the garlic detrimentally	Not permissible	Not permissible	*

* No specifications

Table 2**MAXIMUM PERMISSIBLE DEVIATIONS BY PERCENTAGE**

Quality factor	Class 1	Class 2	Class 3
Visible sprouts	10%	15%	25%
Decay	1%	2%	5%
Black mould	3%	5%	10%
Deviations in this table, including unspecified internal and external deviations, collectively: Provided that such deviations are individually within the specified limits.	10%	15%	25%
Size	Not more than 10%	Not more than 15%	Not more than 25%

DEPARTMENT OF ENERGY

NO. 492


18 MAY 2018

NATIONAL NUCLEAR REGULATOR ACT, 1999 (ACT NO 47 OF 1999)**Notice in terms of section 28 of the National Nuclear Regulator Act, 1999 (Act No 47 of 1999), on fees for Nuclear Authorisations.**

I Mr. Jeff Radebe, Minister of Energy acting under section 28 of the National Nuclear Regulator Act, 1999 (Act No. 47 of 1999), on the recommendation of the NNR Board and in consultation with the Minister of Finance and by notice in the Government Gazette hereby determine the fees contained in the attached schedule payable to the Regulator in respect of —

- (a) any application for the granting of a nuclear authorisation;
- (b) an annual nuclear authorisation fee for the financial year (2018/19)

The fees shall be payable to the National Nuclear Regulator of South Africa, for the period of 01 April 2018 to 31 March 2019 by the licensed holders concerned.



MR. JEFF RADEBE, MP
MINISTER OF ENERGY
DATE: 12/04/18

SCHEDULE

Definitions

1. In these regulations any word or expression to which a meaning has been assigned in the Act, shall have the meaning so assigned.

Fees payable to the Regulator in respect of any application for the granting of authorisation for the financial year 2018/19 are proposed as indicated below.

2. For new applications:

R 1,869.62 per hour per person charged to process application documents and site verification visits until application is approved.

3. Nuclear Installation licenses

Nuclear Installation / Site	Authorisation fee 2018/19
Eskom KNSP-Normal operation	R 80,288,523
Eskom KNSP-Steam generator replacement	R 19,611,227
Eskom-Thyspunt-Nuclear installation site license application	R 16,498,972
South African Nuclear Energy Corporation, Phelindaba	R 42,331,852
South African Nuclear Energy Corporation, Vaalputs	R 6,520,372

4. Certificates of Registration

Categories of facilities	Type of facility	Authorisation fee 2018/19
Category 1	Small users, laboratories and refurbishes	R 57,958
Category 2	Scrap processors, scrap smelter and service providers	R 72,448
Category 3	Fertilizers and other lesser mineral processing facilities	R 405,712
Category 4	Medium operators and other lesser mining and mineral processing facilities	R 463,359
Category 5	Large operators which include major mining and mineral processing facilities	R 1,101,218

DEPARTMENT OF HOME AFFAIRS

NO. 493

18 MAY 2018

ALTERATION OF SURNAMES IN TERMS OF SECTION 26 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1992 (ACT NO. 51 OF 1992)

The Director-General has authorized the following persons to assume the surnames printed in *italics*:

1. Michael Mathonsi - 850430 5328 083 - Oukasie Vuker Section, BRITS, 0250 - *Molefe*
2. Bhekokwakhe Motha - 850314 6137 083 - 460/01 Enxiweni Section, TEMBISA, 1632 - *Mtshali*
3. Nokuthula Miranda Chilenge - 850808 1222 089 - 179 Vusimuzi Section, Casablanca Street,, TEMBISA, 1632 - *Simelane*
4. Malose Frans Manyala - 900704 5673 080 - 734 Extension 25, GA RANKUWA, 0208 - *Moseneke*
5. Aphelele Zameko - 950910 5708 086 - Mathwebu Location, BIZANA, 4800 - *Nonqandela*
6. Athule Manqola - 970605 5964 087 - Ngwe Area, NQAMAKWE, 4990 - *Sitobo*
7. Nkwane Morgan Nyoka - 730920 5816 083 - 1258 Block A, MABOPANE, 0190 - *Tseke*
8. Vincent Molahlegi Mariba - 751208 5408 083 - Stand No 243, Makapong,, DENNILTON, 1030 - *Ditshego*
9. Elvis Nhlanhla Mahlangu - 880704 5802 089 - Stand No 75, Klipfontein,, KWAMHLANGA, 1022 - *Skosana*
10. Kgaugelo Julias Mamadisa - 810101 5984 089 - Stand No 96, Gakopa,, TAFELKOP, 0414 - *Malatji*
11. Muzuvukile Cyril Mbotho - 950411 5295 083 - M575 Tsheketshe Road, KWAMHLANGA, 4359 - *Mdleko*
12. Bonginkosi Mereon Ndlovu - 991124 5373 088 - P O Box 630, ACORNHOEK, 1360 - *Shongwe*
13. Marias Bekithemba Sinhole - 950907 5650 086 - 723 B Illovo Township, UMLAZI, 1426 - *Ngcobo*
14. Princess Boitumelo Ranamane - 970718 0477 086 - 3050 Mathibela, Zithobeni,, CULLINAN, 1000 - *Shongwe*
15. Nobuhle Holliness Buthelezi - 971031 0514 083 - 8775 Ekwandeni Area, HAMMARSDALE, 3700 - *Mnguni*
16. Nkululeko Skhosana - 901006 5257 081 - 687 Fali Street, Rockville,, SOWETO, 1818 - *Madiba*
17. Brian Amukelani Tshabalala - 980316 5211 085 - 2925 Nxumalo Street, TSHIAWELO, 1818 - *Nkhwashu*
18. Zamile Xulu - 881011 0058 082 - Ngilandela Reserve, ESHOWE, 3815 - *Masuku*
19. Nontobeko Charlotte Mfekayi - 990105 0503 085 - 1112 North Coast Road, Redhill,, DURBAN, 4051 - *Mgobhozi*
20. Humbulani Gladwin Tshuhase - 970517 5510 085 - 159 Uranus Street, Kopanong Section,, TEMBISA, 1632 - *Moeketsi*
21. Thandiwe Victoria Msipha - 930425 0483 085 - 1413 Section H, EKANGALA, 1021 - *Nkwana*
22. Nkululeko Persoval Khumalo - 940323 5905 087 - 44 A Kruger Street, Elsburg,, GERMISTON, 1401 - *Nkomo*
23. Ratshodo Joseph Machaba - 931215 6589 087 - P O Box 1500, BOCHUM, 0790 - *Mosena*
24. Kagiso Lind'okuhle Peabo Mokoena - 970905 5091 083 - 14824 Bierman Street, VOSLOORUS, 1475 - *Msipha*
25. Lerato Francis Rabophala - 920428 5434 089 - 37 Mashimong Section, Polaris Street,, TEMBISA, 1632 - *Makgampane*
26. Masamba Bridgette Khojane - 971226 0235 081 - 4th Avenue Villa Francis, ALBERTON NORTH, 1450 - *Tsotetsi*
27. Julia Lebogang Maboho - 930601 0390 088 - 7261 Phezukomkono Street, VOSLOORUS, 1475 - *Mokwena*
28. Luleka Nompumelelo Soni - 930204 0425 085 - 6969 Uapaleome Street, Extension 9,, VOSLOORUS, 1475 - *Dabula*
29. Lindokuhle Mbutho - 980113 5708 081 - Hlokozi Location, HIGHFLATS, 8306 - *Pungula*
30. Thokozani Mkhonzeni Khuzwayo - 951212 5669 080 - B1671, UMLAZI, 4031 - *Shozi*

31. Siphesihle Eugene Ncube - 900522 5768 084 - 11 Samson Place, WOODLANDS, 4000 - *Zulu*
32. Nonkululeko Nkwini - 931205 0211 085 - 156 Persimmon Street, Malvern,, JOHANNESBURG, 2094 - *Matthews*
33. Maphikinkani Bonga Magidiwana - 890924 5605 088 - 7177 Vilakazi Street Orlando West, SOWETO, 1804 - *Gabela*
34. Gugu Goodness Mathonsi - 800908 0934 089 - Morningside, DURBAN, 4000 - *Majozi*
35. Vincent Syneth Ringani - 790203 6415 081 - Stand No 700, Rivoni,, ELIM, 0960 - *Maluleke*
36. Pontsho Motsumi - 850420 0865 080 - 140 Hlahatsi Section, KATLEHONG, 1431 - *Khutsoane*
37. Mxolisi Prince Shoba - 971228 5189 081 - B B 58 Inanda, DURBAN, 4310 - *Mhlanga*
38. Sbongakonke Elkon Moretta - 951125 6283 083 - 103 Mosiliki Section, Sotonga Street,, KATLEHONG, 1431 - *Dlamini*
39. Wandile Nolwazi Khumalo - 961125 0777 088 - L987 Thulani Bhengu Grove, UMLAZI, 4066 - *Xaba*
40. Bongani Buthelezi - 970930 6181 089 - D325 Ward 5, OSIZWENI, 2950 - *Xaba*
41. Siphелеle Khethukuthula Nsibande - 920502 5324 084 - Ncekwane Area, EMPANGENI, 3880 - *Majola*
42. Lungani Ngubelanga - 941214 5426 084 - Elangeni Ward 4, HARDING, 4066 - *Mbhele*
43. Matsobane Frans Mokoena - 951125 5391 085 - 3054 Mankweng, Unit F,, TURFLOOP, 0727 - *Mogolane*
44. Thabani Xaba - 000110 5255 085 - 1381 Zwelibomvu, PINETOWN, 3600 - *Ntini*
45. Muzwandile Sibiya - 950516 5689 083 - Matshana Reserve, EMPANGENI, 3880 - *Zulu*
46. Zanele Khethiwe Bombo - 970812 1045 081 - Mbulwane Area, GREYTOWN, 3250 - *Diomo*
47. Matita Tau Chidi - 891217 5475 084 - Stand No 717, Ramaphosa,, MOTETI, 0477 - *Sebaka*
48. Katlego Ronald Molapo - 901007 5850 081 - 39388 Esrael Pharasi, Extension 18,, MAMELODI, 0122 - *Manyaka*
49. Simphiwe Nkoank - 970617 6058 082 - Stand No 010692, Msogwaba,, KABOKWENI, 1215 - *Phiri*
50. Siyavuya Damane - 871010 6041 086 - Marabastad Location, DORDRECHT, 5435 - *Dyantyi*
51. Ntokozo Philani Sibeko - 860402 5777 088 - 1563 Phase Three, Diepkloof,, SOWETO, 1862 - *Mabaso*
52. Charlie Mnisi - 850612 5460 087 - Unit 11, Avril Gardens, Avenue Windsor, RANDBURG, 1862 - *Ramoshaba*
53. Sipho Thabo Sephuru - 950530 6294 082 - 233 Block I, Maubane,, HAMMANSKRAAL, 0400 - *Maluleka*
54. Asaph Darios Mantswe - 960319 5330 081 - 150 Lenatong Section, PHOKENG, 0335 - *Mhlongo*
55. Dean Jason Van Der Walt - 940127 5093 087 - House No 43 B Drankensburg, Alaya Park,, RUSTENBURG, 0299 - *Janse Van Vuuren*
56. Nonhlanhla Precious Mkwana - 801207 0650 087 - 104 Berggrivier Drive, Terenure,, KEMPTON PARK, 1620 - *Ngcobo*
57. Desmond Maluleke - 830510 5982 081 - 25568 Extension 8, Seaparankwe Street,, MAMELODI, 0122 - *Phahlamohlaka*
58. Thabo Edison Mayekiso - 840502 6175 086 - 93 Bertha Street, TURFFONTEIN, 2190 - *Ntongana*
59. Natheeroh Samuels - 911207 0108 083 - 41 Zwartkop Road, MANENBERG, 7784 - *Mckay*
60. Temosho Vivian Tshinyolo - 980615 0633 080 - 19548 Extension 10, SOSHANGUVE SOUTH, 0152 - *Manyama*
61. Timothy Jabulani Ngubani - 940717 5497 088 - 5957 Extesuib 3, ORANGE FARM, 1841 - *Yende*
62. Cebo Abel Mbotho - 931217 5434 083 - M575 Tsheketshe Road, KWAMASHU, 4359 - *Mdleko*
63. Ndimiso Wiseman Ndlovu - 910919 5917 083 - Thandanani Area, MTUBATUBA, 3935 - *Mbatha*
64. Louis Pappa Mabele - 940415 5095 081 - 15856 Thabanchu Street, Extension 12,, KAGISO, 1754 - *Molokele*

65. Dennis Mikateko Tshabalala - 891121 5247 081 - 2925 Nxumalo Street, SOWETO, 1818 - *Nkhwashu*
66. Elphas Fletcher Mnisi - 831029 5609 080 - 23 Ntsane Street, KWA THEMA, 1563 - *Mashele*
67. Arnold Phinda Ngogodo - 730214 5479 088 - 1090 A Mdilalose Street, Protea North,, TSHIAWELO, 1868 - *Mpembe*
68. Mavis Busisiwe Khuzwayo - 800519 0952 086 - 334 Welamlambo Section, TEMISA, 1632 - *Mabaso*
69. Mxolisi Derick Mbatha - 880928 6075 086 - K790 Nkonjane Road, KWAMASHU, 4360 - *Zulu*
70. Timothy Mxolisi Shongwe - 871215 6276 083 - 6774 Winnie Mandela, Zone 2,, TEMBISA, 1632 - *Zwane*
71. Fundisile Shongwe - 850522 1172 083 - 6774 Winnie Mandela, Zone 2,, TEMBISA, 1632 - *Zwane*
72. Nqobile Kalindalale - 850216 5754 083 - 276 Nokeri Street, SOWETO, 1868 - *Malunga*
73. Themba Lawrence Mthimunya - 720118 5533 087 - 3703 Block L, SOSHANGUVE, 0152 - *Morale*
74. Mabutho Julius Mphuthi - 811022 5285 088 - 25 E C Pienaar Street, VANDERBIJLPARK, 1911 - *Masondo*
75. Mpho Akim Ramuthivheli - 851206 5752 087 - 1820 Fo-Kuang Street, Cultura Park,, BRONKHORSTSPRUIT, 1020 - *Mulaudzi*
76. Mpho Simon Sephuru - 911108 6137 086 - 233 Block I, Maubane,, HAMMANSKRAAL, 0400 - *Maluleka*
77. Themba Salmon Mokoena - 840928 6160 085 - D D 58 Vezi Street, Impumelelo,, DEVON, 2410 - *Mcira*
78. Loyiso Mdlungu - 760114 5582 084 - 7678 Nu 3, MDANTSANE, 5219 - *Stoni*
79. Bongani Gumede - 850603 6111 084 - 198 Mafomela Street, Roodepoort,, DOBSONVILLE, 1875 - *Mthimkhulu*
80. Siboniso Dumisani Nyawo - 920516 6152 088 - 5 Cradock Street, BEDFORD, 5780 - *Dumisa*
81. Lungile Magida - 921205 6231 089 - Manzana Area, NGCOBO, 5050 - *Xuma*
82. Thamsanqa Sibiya - 920210 6597 084 - P O Box 331, MELMOTH, 3835 - *Khumalo*
83. Natalie De Waal - 931028 0103 080 - 2 Barbera Le Febre Street, De Zalze, , STELLENBOSCH, 7600 - *Sadie*
84. Zamantungwa Njakazi - 950616 0571 086 - P O Box 1015, ULUNDI, 3838 - *Khumalo*
85. Sphephelo Dumolwakhe Mntungwa - 940905 6290 087 - P O Box 183, TUGELA FERRY, 3010 - *Mpongose*
86. Malefu Lucy Hlalele - 981106 0236 081 - 71008 Zone 24, SEBOKENG, 1983 - *Khanye*
87. Scelo Swenkie Nyundu - 930116 6032 089 - Stand No 5272, MSHADZA, 1240 - *Molimi*
88. Zanele Madonsela - 900401 1337 089 - 7628 Ward 13, OSIZWENI, 2952 - *Magudulela*
89. Bhekuzmuzi Emmanuel Ndaba - 950409 6015 088 - Ngonyameni Area, LOSKOP, 3330 - *Hadebe*
90. Dina Mamabolo - 981013 0453 080 - 20168 Kopermyr, GA MAJA, 0710 - *Raphotie*
91. Tebogo Daphney Kgwadi - 920305 1208 081 - Makakanavillage, MOKGOLA, 2869 - *Kelatoang*
92. Thorn Seropola Meyer - 901114 5199 087 - 85 Sangiro Avenue, Elandspark,, JOHANNESBURG, 2136 - *Mankga*
93. Thamashen Pather - 900417 5154 080 - Unit B009, 60 Meridian Drive,, UMHLANGA, 4319 - *Govender*
94. Juvenile Mokebjane Boshelo - 890813 5682 082 - 10105 Maserumule Park, NEBO, 1059 - *Mashiloane*
95. Thato Melvin Kekana - 870327 6081 081 - P O Box 3326, CHUENESPOORT, 0745 - *Phogole*
96. Lebogang Ronny Kekana - 890603 6019 081 - P O Box 3326, CHUENESPOORT, 0745 - *Phogole*
97. Lucyboy Aaron Mohomane - 850703 6291 082 - Soet In Vaal Farm, BETHLEHEM, 9700 - *Mofokeng*
98. Khulekani Bhekithemba Claude Mpungose - 820306 5979 082 - K1242 Umlazi Township, DURBAN, 4000 - *Mlangeni*

99. Malose Kabelo Abel Moeng - 790113 5556 084 - 286 Tekenure Estate, Orangeriver Road,, KEMPTONPARK, 1754 - *Mabuso*
100. Maketa Joel Molekwa - 520624 5298 086 - Stand 887, Ubangeni,, MBIBANE, 0447 - *Matshega*
101. Nontobeko Goodness Sibanyoni - 960418 0662 082 - 2800 Section D, EKANGALA, 1021 - *Skosana*
102. Edward Mnyamazeli Dlamini - 861110 6013 085 - House 47, Amatikwe Area,, INANDA, 4310 - *Jikazi*
103. Rapula Mere - 841011 6100 085 - D1045 Samandla, Ekageng,, RUSTENBURG, 0300 - *Malape*
104. Thapelo Samuel Selema - 000121 5391 085 - 3300 Lusaka, THEUNISSEN, 9410 - *Mphungoa*
105. Sicelo Lennox Sambo - 990916 5774 087 - Stand No 195, SHABALALA, 1242 - *Sihlangu*
106. Thandanani Magubane - 990601 6493 081 - 9 Umthwala Area, Nazareth,, PINETOWN, 3610 - *Ndlovu*
107. Thabo Trevor Phaladi - 991122 5824 084 - Mogodi, GA-MPHAHLELE, 0736 - *Lesufi*
108. Nqubeko Lwazi Ndebele - 991210 5027 087 - No 64 Peacock Street, NEWCASTLE, 2940 - *Ndaba*
109. Marius Adriaan Mostert - 991014 5247 087 - 887 Ben Swart Street, Villieria,, PRETORIA, 0184 - *Klopper*
110. Kwanele Dlamini - 990823 6389 081 - Mpophomeni Township, MERRIVALE, 3291 - *Khumalo*
111. Lerato Setlao - 990423 1079 082 - 787 Unit A, SOLOMONDALE, 0727 - *Makhafola*
112. Nkosinathi Ngwenya - 990503 5083 089 - Matikwe Area, INANDA, 4342 - *Mhlongo*
113. Khulekani Dewet - 990803 5213 086 - F 291 Sizamazulu, INANDA, 4310 - *Dlamini*
114. Makhosonke Joseph Siphellele Mdolomba - 990922 5082 083 - Mangangeni Area, NDWEDWE, 4342 - *Nzama*
115. Tshepo Ricky Mashilo - 990727 5675 087 - 1313 Lebanon, MABOPANE, 0190 - *Chuma*
116. Lebohang Michelle Monoane - 991228 0045 086 - 11 Pattison Street, LADYBRAND, 9745 - *Ayob*
117. Alungile Mabungeni - 990604 6138 086 - Nenga Area, Qhogi Location,, MQANDULI, 5080 - *Sikoko*
118. Bongani Masinga - 990724 5131 088 - 1249 Westrich Road, Newlands West,, DURBAN, 4001 - *Majenje*
119. Nokwethemba Makhoba - 990521 1217 089 - Mankenganeni Area, MANDENI, 4490 - *Dlamini*
120. Koketso Brilliant Themba - 990930 1195 080 - Magoro, ZEBEDIELA, 0632 - *Menyuku*
121. Fundiswa Khumalo - 991202 1062 085 - Moyeni Residence, GINGINDLOVU, 3800 - *Sibiya*
122. Sedzani Mashandule - 991106 0577 086 - Gogogo Village, MUTALE, 0975 - *Mukosi*
123. Obakeng Simon Majadibodu - 991220 5737 080 - House No 20040, Morwe,, LEPHALALE, 0555 - *Motsamai*
124. David Neo Rabothale - 990731 5913 084 - E2881 Lenanong Section, PHOKENG, 0335 - *Serongwane*
125. Sandile Lungisani Madondo - 910823 6136 083 - Kwavala, LOSKOP, 3330 - *Gambu*
126. Hleziphi Brightness Hadebe - 960914 1374 081 - Zwelisha Area, ESTCOURT, 3312 - *Mchunu*
127. Phemelo Billy Nkwana - 990922 5429 086 - Private Bag X7822, POLOKWANE, 0700 - *Motlatla*
128. Mlindeni Ngwane - 990221 6056 083 - Luckysideing Road, Amaoit,, DURBAN, 4001 - *Jali*
129. Kabelo Lilly Sekgota - 990704 0048 081 - 121 Mamadimo Park, MANKWENG, 0750 - *Maja*
130. Motsanalo Mahlatse Florah Lekaba - 991224 0904 083 - Stand No 327, Nobody,, GA-MOTHAPO, 0700 - *Malebati*
131. Matome Albert Selatha - 491126 5242 085 - Raphahlelo, SEKGOSESE, 0814 - *Makhura*
132. Thato Moikangoa - 990222 5960 085 - Stand No 47, Dikgalaopeng,, BOLEU, 0474 - *Moukangwe*

133. Ayabonga Nombila - 991104 6058 086 - Ndabakazi Area, BUTTERWORTH, 4960 - *Fatyi*
134. Kanya Makamba - 991128 6005 086 - Mnyolo Area, NGCOBO, 5050 - *Xamla*
135. Ponego Precious Mogajane - 990129 0784 081 - 20140 Glen Cowie, Phokwane,, NEBO, 1051 - *Twala*
136. Tumelo Brian Masilela - 990508 5962 083 - Stand No 84, Five Morgan,, DENNILTON, 1030 - *Matseba*
137. Boyz Maropeng Mamahlodi - 990919 5260 081 - Stand No 1267, Elanskraal,, MARBLE HALL, 0450 - *Molamodi*
138. Nkele Masola - 990505 0888 081 - Stand No 11, Manapyane,, MOGANYAKA, 0459 - *Makuwa*
139. Philani Given Zondi - 990501 5741 086 - Stand No 848, BUNGENI, 0936 - *Maluleke*
140. Masimdumise Manyathela - 990819 5944 082 - Ngqele Location, MIDDLEDRIFT, 5685 - *Masiko*
141. Emmanuel Kofi Ofori-Amoako - 990101 5560 089 - Gqobonco Area, NGCOBO, 5050 - *Gaya*
142. Tristan André Vickers - 990323 5180 086 - 8 Capri Drive, Capri Village,, WYNBERG, 7975 - *Zweig*
143. Nkazimulo Ngcobo - 990327 5647 085 - Swayimana Area, Mbava Location,, WARTBURG, 3233 - *Majozi*
144. Moegamat Asif Miller - 990601 5218 083 - 6 Springs Way, Westgate,, MITCHELLS PLAIN, 7785 - *Swartz*
145. Yamkela Sikimfene - 990126 0714 084 - 17 Gentswane Drive, Kwanongaba Location,, MOSSELBAY, 6500 - *Pendu*
146. Yolandran Nathaniel Pillay - 990504 5129 088 - 7 Crocus Road, Asherville,, DURBAN, 4091 - *Peter*
147. Thato Sakoane - 940601 5341 084 - 6463 Ramokhoase Street, Phelindaba,, SHARPEVILLE, 1928 - *Taso*
148. Lesedi Seanokeng Letsoko - 960724 0476 088 - 161 Lesika Street, Ponong, Extension 5, VOSLOORUS, 1425 - *Chaka*
149. Siyavuya Siyabulela Ndlangisa - 940831 5545 083 - 66 Ramsex Avenue, PORT EDWARD, 4295 - *Booi*
150. Nompilo Ngcogo - 991123 0750 084 - Ward 14, Ndelu Location,, UMZUMBE, 4226 - *Mbongwa*
151. Njabulo Ulwazi Quintin Nthane - 991027 5531 086 - 107 Kareehof, 662 Frederika Street,, GEZINA, 0084 - *Ngobeni*
152. Tumelo Ntokozo Charles Gwala - 990315 6163 087 - D 672 Mbokodo Road, UMLAZI, 4046 - *Madlala*
153. Lapologang Alex Mosegedi - 990806 5636 081 - Magojaneng Village, KURUMAN, 8460 - *Morakeng*
154. Luyanda Sphелеle Jaca - 990328 5915 084 - D 423 Isikhwishikhwishi, LINDELANI, 4023 - *Mdunge*
155. Khaya Mkhize - 990920 5783 080 - E 83 Zibhobhu Road, DURBAN, 4360 - *Ncube*
156. Nomzamo Sweetness Tshele - 991126 1100 084 - Mafakathini Location, MPENDLE, 3227 - *Hlophe*
157. Zwelakhe Molokomme - 990712 5148 087 - 29 Mankopane Street, ATTERIDGEVILLE, 0008 - *Sape*
158. Motlodiwa Ashley Leburu - 980414 5666 083 - 10198 Makhubung Village, MAHIKENG, 2745 - *Matsi*
159. Vusumuzi Zulu - 860923 5871 084 - 28 Welamlambo Section, TEMBISA, 1632 - *Dlamini*
160. Hlulukwenza William Sithole - 630410 5563 084 - Nodwengu Area, OZWATHINI, 3242 - *Nxumalo*
161. Edwin Tiego Mello - 880601 5472 089 - 495 Mmoyane Street, Estension 3, Rethabiseng, MAMELODI, 1026 - *Mabaso*
162. Ntokozo Moses Nyandeni - 821008 6106 082 - 18225 Moroto Crescent, Extension 25,, VOSLOORUS, 1475 - *Tshabalala*
163. Kedibone Evonne Seroka - 810830 0785 089 - 1260 South Boundary, Extension 2,, RONDEBULT, 1401 - *Hlongwane*
164. Zakhele Innocent Mseleku - 990528 5458 080 - Kx 1048 E, UMLAZI, 4066 - *Khanyile*
165. Samuel Ngobeni - 960126 6156 088 - 5117 K 6, KUTLOANONG, 9483 - *Manjate*
166. Muzwakhe Tembe - 971016 6150 081 - Emahlabeni Area, Ezimpisini,, INGWAVUMA, 3968 - *Msweli*

167. Busisiwe Likhuleni - 870211 1100 080 - 15257 Extension 9, ORANGE FARM, 1983 - *Ntshangase*
168. Nonhle Wendy Dobe - 980202 0634 085 - P O Box 20237, ST WENDOLINS, 3609 - *Miya*
169. Nomkhosi Zulu - 940503 0988 085 - 28 Welamlabobo Section, TEMBISA, 1632 - *Dlamini*
170. Madula Recious Kamanga - 980323 5567 086 - 5434 Extension 5, Refilwe,, CULLINAN, 1003 - *Komane*
171. Lihle Manase - 960305 1283 085 - Nokhalo Location, Kineterha,, EAST LONDON, 5201 - *Fasi*
172. Ndimphiwe Nkosiyan - 990619 5690 085 - Qobo Location, Izilangwe,, BIZANA, 4001 - *Ndzala*
173. Siphathisiwe Benedict Mpofo - 990314 5227 084 - House No 1709, Mushong Village,, MUSINA, 0900 - *Moraba*
174. Madoda Qwemesha - 911010 5358 087 - 277 Tyoksville, COOKHOUSE, 5820 - *Mbityo*
175. Sadé Tyra Mashaba - 990129 0118 082 - 561 Grassy Park Avenue, EERSTERUST, 0022 - *Nkome*
176. Sibusiso Waren Shabangu - 890630 6381 088 - Bazaneni Area, HLABISA, 3937 - *Dlamini*
177. Skhumbuzo Joel Ntshangase - 780705 5805 080 - 19 Nkazimulo Road, Tshelimnyama,, PINETOWN, 3610 - *Khumalo*
178. Sannie Samukelisiwe Mlotshwa - 861001 1276 084 - E 19 – 153 B, Fernie,, PIET RETIEF, 2350 - *Sidu*
179. Joseph Nkosi - 650630 5533 085 - 2796 Senkhane Street, Bj Homes, Sakhile Location, STANDERTON, 2430 - *Abrahams*
180. Pefeni Johannes Zondo - 770102 5647 088 - 8308 Sakhile Location, STANDERTON, 2430 - *Mtshali*
181. Ntombizodwa Sophia Cindi - 870226 0526 085 - 6598 Mgcina Street, Ratanda,, HEIDELBERG, 1441 - *Mthembu*
182. Willem Tsietsi Makofane - 820428 5308 086 - 12676 Skorokoro Street, Mhluzi Extension 2,, MIDDELBURG, 1053 - *Makua*
183. William Keorapetse Matebele - 851125 5473 082 - 233 Ga-Mosopa, VENTERSDORP, 2710 - *Tlhapi*
184. Daniel Sagrys - 690707 5645 085 - 8 Pangolin Street, Theresa Park,, PRETORIA, 0182 - *Maraïs*
185. Siyabonga Emmanuel Makhaye - 990311 6208 089 - Gomane Location, IMPENDLE, 3227 - *Sokhela*
186. Mbali Ncamani - 970610 1194 085 - Amadiba Ward 24, BIZANA, 4800 - *Cele*
187. Thembinkosi Vincent Mtetwa - 840509 5439 082 - 3105 B Zola 1, SOWETO, 1868 - *Shongwe*
188. Thabo Shadrack Koqo - 820730 5927 082 - Stand No A 0095, Breda,, REBONE, 0617 - *Molefe*
189. Ishmael Mhangani - 891217 5892 080 - 6106 Ramotse, MORETELE, 0400 - *Malatji*
190. Sifiso Nkomo - 850514 5285 086 - 844 A Ntsoko Street, White City Jabavu,, SOWETO, 1809 - *Khumalo*
191. Daniel Mmamadi Mabaso - 771026 5713 088 - E 1041 Tshwene Farm, Winterveldt,, PRETORIA, 0198 - *Malema*
192. Bernard Geldenhuys - 930211 6010 084 - 352 Nd Avenue, Olifantsnek,, RUSTENBURG, 0299 - *Kendall*
193. Mduduzi Hlongwane - 960221 6263 081 - F 28 Emandeni, Wattville,, BENONI, 1516 - *Mabaso*
194. Nelson Tinyiko Mathebula - 900416 5397 087 - 2230 Tshitandani Street, Zone 2,, DIEPKLOOF, 1864 - *Maluleka*
195. Lethiwe Celiwe Ngema - 930609 1188 088 - 1295 Mahlobo Street, MOFOLO NORTH, 1801 - *Khumalo*
196. Elekanyani Nevhukalanga - 971114 0974 083 - 190 Kitchener Avenue, Kensington,, JOHANNESBURG, 2094 - *Rambuواني*
197. Condry Mokobi Mahoshi - 890418 5922 080 - B 47 Moteti Slovo, SIYABUSWA, 0472 - *Madisha*
198. Thobeka Lungelo Sithole - 990617 0865 082 - Esizindeni Area, NQUTU, 3135 - *Xulu*
199. Magabane Arlous Serobatse - 940805 6361 088 - Ga-Motlatla Village, LICHTENBURG, 2710 - *Rammusa*
200. Precious Botshelo Mabebo - 810605 0452 082 - 843 Letlametlo Street, MOGWATSO, 0301 - *Mokgatle*

201. Themba Patric Matlhape - 701014 5363 083 - 493 Prince Street, Ditlhake,, KOFFIEFONTEIN, 9986 - *Bingwa*
202. Selahle Weekend Letuke - 730315 0520 089 - 3951 Owen Mlisa Street, Ackerville,, WITBANK, 1039 - *Matemane*
203. Kagiso Alfred Raphatelo - 850428 5723 089 - 796 Sedibeng Section, TEMBISA, 1632 - *Sathekge*
204. Lerothodi Ernest Mopako - 821219 5527 083 - Stand No 1904, Sebopedi Street,, TLHABANE, 0309 - *Choeu*
205. Bheki Samuel Nkonyane - 710304 6283 086 - Eskom No 4680, Zimbuthu,, UTRECHT, 2980 - *Dlamini*
206. Thandokwakhe Xolani Khumalo - 811105 6140 087 - Stand No 4212, Extension 3, Phola Location, EMALAHLENI, 2238 - *Dlamini*
207. James Sithole - 560320 5736 081 - 4647 A Moshate Section, Mojaneng,, AKASIA, 0402 - *Masemola*
208. Sibulele Msuthu - 870926 5988 087 - Mfundisweni, BIZANA, 4800 - *Chitha*
209. Siyabonga Ntutu - 861228 5640 086 - 11933 Ethembeni Location, PEDDIE, 5640 - *Vanda*
210. Bulelani Silangwe - 850420 6233 085 - Monti Area, BIZANA, 4800 - *Chitha*
211. Mandla Wilbert Ngobeza - 890613 5360 089 - 149 Hlobisa Street, Kingsway,, BENONI, 1501 - *Dlamini*
212. Kefilwe Puleng Mahoa - 770113 0603 083 - 242 Klipspringer Avenue, Leondale,, GERMISTON, 1401 - *Mabuza*
213. Johannes Lucky Kgalushi - 860122 5608 089 - 9644 Tamboville, TEMBA, 0407 - *Baloyi*
214. William Sello Ratsela - 791012 5631 088 - Mashimong Section 5, TEMBA, 6769 - *Lekalakala*
215. Paul Paulos Rali - 641221 5503 088 - 34 Church Street, Langa,, CAPE TOWN, 7455 - *Gaika*
216. Thabonyana Meschack Koqo - 820730 5914 080 - A 0095 Breda, REBONE, 0612 - *Molefe*
217. Matsobane David Mampane - 610318 5770 084 - 392 Kekana, HAMMANSKRAAL, 0400 - *Kgosana*
218. Thabo Wesley Magoai - 840321 6036 085 - 13788 Extension 13, SOSHANGUVE, 0152 - *Nkoana*
219. Jokosele Samuel Letsitsa - 741110 5262 085 - Unit 25, Lion Ridge,, JOHANNESBURG, 2000 - *Mohlakoana*
220. Mabaleng Christinah Mashiane - 581010 0723 086 - Stand No 191, MOTETEMA, 0473 - *Khumalo*
221. Papi Rapelang Medupe - 980301 5257 080 - 162 Tsetse Section, RANKOTEA, 0250 - *Pelo*
222. Sipiwe Gift Matuwana - 870203 5311 086 - 28297 Peter Swartz, BLOEMSIDE, 9306 - *Motsumi*
223. Reginald Tlharesengwe - 870510 6219 088 - 486 House No, MADIBOGO, 2745 - *Mabe*
224. Philander Shingange - 980925 6054 086 - P O Box 121, TRICHARDTSDAL, 0890 - *Malatji*
225. Siyabonga Simphiwe Stoai - 991127 5107 083 - 11347 Sidwell Ngake Openheimer Park, WELKOM, 9463 - *Khoza*
226. Chantel Witbooi - 960709 0236 087 - Progress Farm, KWELERA, 5259 - *Randall*
227. Letlhone Keneuwe Thamae - 980604 0436 082 - 6845 Rocklands Location, BLOEMFONTEIN, 9323 - *Madibane*
228. Mahlatse Brian Mokoni - 951001 5426 082 - 300 Maselwe, PHALABORWA, 1396 - *Matjokotja*
229. Lesiba Elvis Phiri - 730626 5808 083 - 91 Eden Road, BRAMLEY, 2090 - *Nyatlo*
230. Phila Vusimuzi Mashinini - 960221 5272 083 - 7428 Khumalo Street, Orlando West,, SOWETO, 1804 - *Nxumalo*
231. Vusi Sibusiso Zulu - 970525 5861 085 - Stand No 957, SIYATHUTHUKANI, 1102 - *Maseko*
232. Muntu Jacques Mnisi - 900119 5602 080 - 106 Capital Hill, PRETORIA, 0001 - *Sibande*
233. Ntando Nhlakanipho Sibombe - 970827 5855 087 - 6092 Zwelisha Trust, NELSPRUIT, 1200 - *Mdaka*
234. Siyabonga Mike Mahlobo - 970218 6403 087 - 727 Driefontein, PIET RETIEF, 2380 - *Lukhele*

235. Simphiwe Sibonelo Mtshali - 970930 6407 088 - Mfekayi Area, MTUBATUBA, 3935 - *Msweli*
236. Smanga Lucky Zungu - 970205 5895 082 - P O Box 4220, Inanda Camp,, DURBAN, 4001 - *Mvubu*
237. Mduduzi Abednigo Maseko - 960925 5681 081 - Stand No 787, Tekwane North,, KANYAMAZANE, 1240 - *Koekemoer*
238. Petunia Mmbi - 940529 1056 085 - Stand No 663, SASELAMANI, 0928 - *Chauke*
239. Mashilo Mccall Ledwaba - 971013 5827 082 - P O Box 106, LONSDALE, 0710 - *Mphela*
240. Owen Bvuma - 840111 5127 088 - Unit 210, Oval Gardens, Thea Avenue, DIE HOEWES, 0150 - *Mongwe*
241. Tenage Return Mathebula - 850909 6921 087 - 10150 Ivory Park, TEMBISA, 1632 - *Ubisi*
242. Lebogang Movalo - 820802 0906 088 - 136 Rabie Street, LYTTLETON, 0157 - *Tshwale*
243. Mokopi Freddy Makgwale - 760208 6016 082 - P O Box 4466, DRIEKOP, 1125 - *Maisela*
244. Lebogang Matthews Mashiane - 800829 5416 080 - 1464 Zone 5, SESHEGO, 0742 - *Marokane*
245. Solomon Sekakampa - 700503 5852 088 - 46 Glenton Avenue, CLAYVILLE EAST, 1666 - *Ratsaka*
246. Abel Lolo Mtsweni - 820616 6826 086 - 46 Molepo Street, KWA THEMA, 1575 - *Hlatshwayo*
247. Lindokuhle Bethwell Mkhwanazi - 801127 5759 081 - 352 Ville Street, KATLEHONG, 1431 - *Ndebele*
248. Elias Mpondo - 601127 5641 083 - 75 Vuyolwethu, STEYTLERVILLE, 6250 - *Spogter*
249. Matlale Dashia Dibakoane - 780910 1327 085 - Taung Area, BURGERSFORT, 1150 - *Lekubu*
250. Samkelo Mabala - 810202 5766 086 - 24330 Mphandle Street, Wallacedene,, KRAAIFONTEIN, 7570 - *Boyce*
251. Christopher Unathi Mbhashe - 840429 5551 085 - 57 Belveder Street, Glen Austin,, MIDRAND, 0100 - *Masiza*
252. Hlayisani Manqoba Cales Dumisa - 810712 5376 082 - 26 Jakkalsdray Street, Eldoraine,, CENTURION, 0157 - *Shiburi*
253. Mashila Frans Shiburi - 781011 5353 083 - 359 Extension 58, Indolweni,, TEMBISA, 0140 - *Motseta*
254. Siphiwe Godfrey Khambule - 880511 5876 082 - 4887 Basambilo Circle, Ivory Park,, MIDRAND, 5100 - *Mufamadi*
255. Itumeleng Setlhapelo - 820712 5504 087 - 14804 Sephiri Street, Mofolo Central,, DUBE, 1800 - *Mothibi*
256. Zingisa Shadrack Nokotsoyi - 810321 5964 085 - 36832 Fudumel Crescent, Makhaza,, KHAYELITSHA, 7784 - *Tywaku*
257. Melikhaya Mankazana - 880823 5924 089 - 77 Sanridge Village, Badbab,, MIDRAND, 1682 - *Mtoba*
258. Sebolela Kolisang - 810312 5726 087 - 2939 Thabo Street, Siluma View,, KATLEHONG, 1431 - *Mphafi*
259. Londolani Eshrome Mulaudzi - 800119 5365 085 - P O Box 229, MASIA, 0944 - *Murunwa*
260. Dumazile Patricia Mndebele - 710925 0925 080 - 1659 Nazo Street, Zondi 1,, SOWETO, 1717 - *Mbuyisa*
261. Ignatius Mackorotany Ngoveni - 810322 5691 082 - 1729 Salie Gardens, Extension 24,, CHANTELE, 0182 - *Chavalala*
262. Nkosinathi Emmanuel Dube - 870712 5749 087 - 93 A Zone 2, Thababosigo Street,, MEADOWLANDS, 1852 - *Nhlanhla*
263. Nkululeko Thothiyana - 990602 5375 089 - Zimbane Area, MTHATHA, 5100 - *Bekelepi*
264. Jenny Nadine Grebe - 990917 0222 080 - 28 Elke Avenue, Rustdal,, KUILS RIVER, 7580 - *Majied*
265. Zimasa Kwaziwa - 931003 1427 085 - Esikhumbeni Area, BIZANA, 5100 - *Maphumulo*
266. Onalenna Gubaza - 990804 5779 084 - 92 Tugela Street, CARLETONVILLE, 2499 - *Moruapheko*
267. Busisiwe Jela - 990825 0912 081 - 3315 Mbabane, DANNHAUSER, 3001 - *Dlamini*
268. Ntokozo Collen Mnguni - 991018 5646 081 - 1682 Hatchet, Extension 4, Kaalfontein`, MIDRAND, 1632 - *Sikwati*

269. Khumo Nothi Mathonsi - 991027 5347 087 - House No 813, Zone 5,, LEBOWAKGOMO, 0737 - *Kekana*
270. Nkosingiphile Phillip Mbuli - 960728 5713 080 - Verdriet Area, DANNHAUSER, 3080 - *Mchunu*
271. Nokulunga Ngidi - 990312 0899 089 - Mashiwase Area, UMBUMBULU, 4105 - *Shange*
272. Nonjabulo Ngubane - 920101 2291 089 - P O Box 2415, POMEROY, 3020 - *Mntungwa*
273. Phumlani Mbekezeli Zwane - 990921 5404 081 - 732 Emaromeni, LOUWSBURG, 3150 - *Nkosi*
274. Jabulani Alex Mohlala - 901127 5497 087 - Ndaleneni Area, RICHMOND, 3780 - *Nxele*
275. Katleho Palesa Dhlamini - 960212 0132 083 - 577 Moliwa Street, Moletsane,, SOWETO, 1717 - *Makgalemele*
276. Maria Celiwe Mokwena - 770703 0363 082 - 1 Taaibos Street, Tasbet Park,, WITBANK, 1040 - *Mbatha*
277. Jeanette Shongwe - 951028 0844 084 - 6774 Zone 2, Winnie Mandela,, TEMBISA, 1632 - *Zwane*
278. Zinhle Shongwe - 910528 0961 085 - 6774 Zone 2, Winnie Mandela,, TEMBISA, 1632 - *Zwane*
279. Thapelo Gerald Mohlathole - 800111 5899 080 - Mafefe, GA-MAMPA, 0738 - *Motebejane*
280. Thabiso Nthabiseng Gift Mnguni - 991204 6141 088 - 10772 Book Drive, Ivory Park,, MIDRAND, 1010 - *Mmadi*
281. Mpho Rochelle Mahlo - 991026 0902 086 - 10736 Isankuni Street, Nellmapius,, PRETORIA, 0001 - *Mokadi*
282. Bonginkosi Sakhile Msimango - 990709 5218 084 - P 379 Freedom Chapter Road, KWA MASHU, 4359 - *Ngema*
283. Mmankeu Reginah Mokgomogane - 990920 1091 082 - Stand No 2856, SIYATHUTHUKA, 1102 - *Ntshwane*
284. Nkosinathi Mthobisi Steven Masango - 910415 6174 089 - P O Box 146, UBOMBO, 3970 - *Khumalo*
285. Makhotsa Winnie Finger - 940512 0170 081 - 2861 Phomolong Location, HENNEMAN, 9445 - *Moshoeleli*
286. Tebogo Theoderick Mmakwa - 940616 5616 087 - 769 H Sekhing Village, PAMPIERSTAD, 8566 - *Diphatse*
287. Nchabo Evelyn Serage - 650623 0236 085 - Ga-Madiseng, PRAKTISEER, 1150 - *Makofane*
288. Gregory Lesego Mosang - 840818 5807 085 - 9 Manatoka Street, Meyersdal Nature Estate,, ALBERTON, 2100 - *Tholo*
289. Ngwakwana Florence Maputla - 630117 0736 082 - P O Box 969, Dilaeneng Village,, BOCHUM, 0790 - *Nchachi*
290. Sayiso Mnamathela - 590430 5100 081 - Mzintlava Area, LUSIKISIKI, 4820 - *Mseswa*
291. Princess Funeka Yayase - 991201 0107 081 - 1201 Sethabaneng, Maphalle Village,, GA-KGAPANE, 0838 - *Malesa*
292. Mlindeneni Enest Mkhize - 800707 5671 088 - 334 Lusaka Area, Amout,, DURBAN, 4001 - *Dlamini*
293. Sibusiso Ndlovu - 770411 5395 089 - G 1365 Dladla Road, KWA MASHU, 4020 - *Khoza*
294. Octavia Thembekile Ngubane - 830501 0421 084 - 95 Greenrich Crescent, Westridge,, NEWLANDS WEST, 4037 - *Ndlovu*
295. Menelisi Anthony Gxabuza - 860619 5430 083 - 5032 Extension 22, Phumula,, ROODEKOP, 1401 - *Mlungwana*
296. Matsobane Frans Rakoma - 851010 5553 085 - 090443 Ga-Mabusela, MAPELA, 5610 - *Mphela*
297. Mpho Ursula Mogwere - 940331 0502 080 - 1783 B Zone 9, MEADOWLANDS, 1850 - *Mothoagae*
298. Tebatso Bruce Hlapolose - 910425 5310 089 - 19 Kgwanane Street, Molapo,, KWA XUMA, 1868 - *Mofolo*
299. Thandolwethu Cecelia Ginyigazi - 941108 0578 081 - N 81 – 7th Avenue, Kayamandi,, STELLENBOSCH, 7600 - *Nonjola*
300. Thabiso Matthews Mkwana - 900913 5439 083 - 310 Difateng Section, TEMBISA, 1632 - *Molefe*
301. Yanga Christopher Sidlayi - 940331 5712 080 - 5715 Rooidakke, GRABOUW, 7160 - *Sepatarane*
302. Mulalo Wiseman Khambule - 940720 5130 089 - 4887 Basambilo Circle, Ivory Park,, MIDRAND, 1685 - *Mufamadi*

303. Kyle Justin Edwards - 940712 5085 082 - 1 Westminster Drive, Craighall Park,, CENTURION, 0157 - *Westergaard*
304. Alizwa Azola Ndzabela - 910414 0513 087 - 102 Standard Drive, Blairgowrie,, RANDBURG, 0100 - *Ntshingila*
305. Tandeka Nqambi - 890224 0430 081 - J 915 Muller Street, NYANGA, 7755 - *Myakayaka*
306. Ntandazo Ginyigazi - 790730 5681 081 - 300 Ellen Villa, Lawaai Camp,, GEORGE, 6529 - *Baleni*
307. Malesela Joel Modimola - 770120 5881 085 - P O Box 48, BELA-BELA, 0480 - *Mashishi*
308. Ndumiso Ginyigazi - 850111 5665 084 - 30 Ellen Villa, Lawaai Camp,, GEORGE, 6529 - *Baleni*
309. Joseph Tebogo Hlahane - 730103 5389 084 - 6301 Mogami Street, Rocklands,, BLOEMFONTEIN, 9323 - *Ntseng*
310. Nasham Pillay - 860203 5067 086 - 174 Innes Road, Morningside,, DURBAN, 4001 - *Chan*
311. Silindile Pearl Nqoko - 850904 0350 086 - K 622 Chakidle Road, UMLAZI, 4031 - *Dlamini*
312. Collin Khehla Ngubane - 601010 6318 085 - F 204 Ntonto Road, UMLAZI, 4020 - *Mbili*
313. Thandoluhle Mehlwana - 990918 0709 084 - Ngcambele Location, UMZIMKULU, 3297 - *Ndlovana*
314. Rabatho Emmanuel Phora - 971118 5286 088 - 15 Kgobokwang, SIYABUSWA, 0472 - *Mokwana*
315. Mpho Daniel Malatji - 981218 5785 085 - Leokwe Village, BOLOBEDU, 0850 - *Setabola*
316. Carol Tshidi Malatji - 970913 0874 081 - Leokwe Village, BOLOBEDU, 0850 - *Setabola*
317. Sibusiso Dubasi - 850829 6049 087 - 6426 B Phakgamang Street, Zone 4,, DIEPKLOOF, 1862 - *Mathebula*
318. Thandukwenza Comfort Ngubane - 891004 6161 081 - 469 Ndabezitha Street, TSAKANE, 1550 - *Mbokazi*
319. Kutlwano Brian Motaung - 850724 5340 084 - 91 Monaheng Section, KATLEHONG, 1431 - *Mavundla*
320. Vannesa Makhosazana Mahlangu - 870228 0803 084 - 20563 Koti Street, Extension 11,, TSAKANE, 1550 - *Mnyakeni*
321. Mamoko Jermina Magotto - 600620 0894 088 - Stand No 351, Ga-Semenya,, MOLETJIE, 0753 - *Makgotho*
322. Vusimuzi Simelane - 780409 5405 088 - 102 – 19th Avenue, ALEXANDRA, 2010 - *Ndlazi*
323. Katishi Johannes Morudu - 781209 5590 080 - 135 Moswana Street, LOTUS GARDENS, 0008 - *Aphane*
324. Themba Mbonambi - 941009 5620 086 - P O Box 347, SIBHAYI, 3974 - *Mthalane*
325. Lungelo Andiswa Ngubane - 900824 5283 084 - 728 St Wendolins Road, ST WENDOLINS, 3609 - *Kunene*
326. Mncedisi Lungisani Mavundla - 970312 5830 083 - 124 Main Street, Mafusini,, DANNHAUSER, 3080 - *Mtshali*
327. Tlaisego Gracious Itebogeng - 971213 5393 081 - 5202 Extension 5, REFILWE, 1003 - *Mokwena*
328. Mpumelelo Mdali - 981103 5651 083 - Mnilabathi Location, BERLIN, 5660 - *Mdyogolo*
329. Israel Galeitsiwe Pieterse - 851103 5274 081 - 401 Tuishuis Flats, Nelson Mandela Drive,, BLOEMFONTEIN, 9300 - *Phale*
330. Robert Henry Nel - 830629 5083 086 - 3 Wren Street, BROOKLYN, 7405 - *Du Plessis*
331. Duiker Leeuw - 700905 5896 082 - 504 Van Zylsrus, KURUMAN, 8460 - *Olyn*
332. Mthokozisi Sibiya - 920926 5648 087 - Memorial Area, KWADUKUZA, 4450 - *Groening*
333. Anathi Govuzela - 970731 6181 081 - Mabobo Area, MT FRERE, 5090 - *Mlisa*
334. Zanemvula Matyalana - 980213 5740 082 - Link Area, MTHATHA, 5100 - *Mgxekwana*
335. Thabo Mametja - 990115 6105 082 - Block 18, Seaphole,, MODJADJISKLOOF, 0835 - *Kubayi*
336. Lucia Nombulelo Mbhem - 990906 1094 085 - 28 Atokia Village, ATOK, 0745 - *Zulu*

337. Thembi Zanele Ntuli - 850512 0921 085 - 39617 Extension 18, Dulcie Avenue,, MAMELODI EAST, 0122 - *Mashabela*
338. Colben Mogomotsi Mokhwai - 860407 5774 084 - House No 32 A, Lokgabeng,, TAUNG, 8584 - *Itumeleng*
339. Ipeleng Thabea Modieginanya - 770922 0299 084 - 18599 Extension 19, JOUBERTON, 2574 - *Gai*
340. Galaletsang Olehile - 890627 1317 083 - House No B 67, Setabeng,, GANYESA, 8613 - *Mosemeng*
341. Hellen Martha Mlangeni - 820110 1298 087 - 625 Temong Section, Letosha Street,, TEMBISA, 1632 - *Mazibuko*
342. Masenuku Rosina Ramolupe - 621012 0266 084 - 2449 H 2 Section, BOTSHABELO, 9781 - *Mohale*
343. Pleasure Mavhu Modisha - 970828 5780 085 - 373 Sephaku Village, NEBO, 1051 - *Lerobane*
344. Matlou Timothy Seanego - 900810 6013 083 - P O Box 1089, BOCHUM, 0790 - *Tsita*
345. Jonathan Arthur Archer - 990404 5118 084 - 33 Rooiwall Crescent, Uitsig,, BLOEMFONTEIN, 9301 - *Usher*
346. Nkosinathi Thabani Ndlovu - 820129 5849 083 - P O Box 92, Mathayini Area,, JOZINI, 3969 - *Mafuleka*
347. Thubalakhe Xolani Mlambo - 831202 6102 088 - Mduku Area, HLUHLUWE, 3960 - *Zungu*
348. Khazamola Frans Baloyi - 490311 5404 080 - No 1277, Marokolong,, TEMBA, 0407 - *Ranyai*
349. Philani Mc Glan Msane - 870909 5996 086 - 24 Warbler Crescent, MEREDALE, 2091 - *Mpetwane*
350. Siboniso Mdolomba - 830101 5969 086 - 610 Goniwe Park, VILLIERSDORP, 6848 - *Mjeza*
351. Stanley Bvuma - 870208 5135 088 - Unit 210, Oval Gardens,, DIE HOEWES, 0157 - *Mongwe*
352. Nkosingiphile Dayke Dlamini - 850118 5470 084 - 41 Qhude Street, Joe Slovo,, MILNERTON, 7441 - *Xaba*
353. Abram Kagiso Masiane - 880321 5374 082 - 900 Extension 1, Kohopi Street, Kokosi Location, FOCHVILLE, 2515 - *Matshidiso*
354. Mazwi Patrick Lemaona - 761216 5665 089 - 562034 Zone 3, SEBOKENG, 1983 - *Mehlomakulu*
355. Manoko Cynthia Mabotja - 790925 0448 086 - 13589 Extension 73, POLOKWANE, 0700 - *Mphela*
356. Sivuyile Ronaldo Mahlabe - 890529 6343 082 - 410 Van Der Stel Court, Wes Burger Street, Naval Hill, BLOEMFONTEIN, 9300 - *Tshobo*
357. Nokuphila Simangele Gumede - 991002 0603 081 - Ward 13, Umswilili Location,, UMZUMBE, 4225 - *Xaba*
358. Sesethu Olga Ngunuza - 990108 1171 084 - Mvuzi Area, MT FRERE, 5090 - *Kakaza*
359. Nduduzo Sbekezelo Mnguni - 991105 6254 088 - Esikhawini Reserve, EMPANGENI, 3910 - *Ndwandwe*
360. Sindiswa Nomtsheketshe - 991011 1206 083 - Zinyosini Area, NTABANKULU, 5130 - *Gwegwe*
361. Njabulo Sakhile Xulu - 990330 5873 081 - Embuba Area, GREYTOWN, 3250 - *Mkhwanazi*
362. Ntsikelelo Dwele - 991222 6151 089 - Mtshazi Area, MT FRERE, 5090 - *Mazola*
363. Luigi Hakara Mavuso - 870629 5442 085 - House No B1271, Paprika Informal Settlement,, LEPHALALE, 0555 - *Dibetso*
364. Mokgadi Constance Maloba - 751004 0466 089 - P O Box 24, MOOKETSI, 0825 - *Mkhabele*
365. Nomzamo Bonakele Sibiya - 900708 1195 089 - P O Box 2707, RICHARDS BAY, 3900 - *Maseko*
366. Yamkela Jam-Jam - 970618 5817 080 - 5691 Jwambi Street, Site B,, KHAYLITSHA, 7784 - *Mgumane*
367. Phiwokuhle Mangco - 911021 5621 085 - Woodhouse Area, COFIMVABA, 5380 - *Nkentsha*
368. Vusumuzi Emmanuel Khambule - 960101 5335 082 - Thelizolo Area, KWANGWANASE, 3973 - *Mthethwa*
369. Simphiwe Matu Duma - 900407 0239 085 - 344 B Mofolo Village, Mthethwa Street,, SOWETO, 1700 - *Mkhwanazi*
370. Innocentia Mbali Mboya - 940614 0341 082 - 4019 Extension 4, ZITHOBENI, 1024 - *Monota*

371. Victor Ncala - 950620 6275 080 - 146 Magashule, Cordelia,, HARRISMITH, 9880 - *Msimanga*
372. Mphumeleli Sibiya - 981005 5213 089 - Mpaphala Area, ESHOWE, 3815 - *Magwaza*
373. Zukiswa Duvuta - 930610 1324 087 - 3117 Clermont Road, CLERMONT, 3600 - *Mbutho*
374. Lindokuhle Christopher Mzulwini - 950923 5852 085 - 368 – 6th Street, CLERMONT, 3601 - *Sithole*
375. Solani Calvin Masango - 731105 5450 088 - 20979 Bufferzone, MAMELODI EAST, 0122 - *Motha*
376. Simphiwe Maxwell Buthelezi - 970809 5533 088 - P O Box 276, ULUNDI, 3838 - *Mbokazi*
377. Khayelihle Sithole - 940103 6376 086 - Nhlanhleni Area, TUGELA FERRY, 3010 - *Mseleku*
378. Lungile Berlinah Matlala - 960601 0831 084 - 402 Ikhethini Road, Extension 7,, VOSLOORUS, 1475 - *Magagula*
379. Louis Mathebula - 920903 5504 081 - 404 Motlopi Street, Ponong,, VOSLOORUS, 1475 - *Magaye*
380. Thulani Lornette Pule Tshabalala - 900115 5337 081 - 733 Hashe Street, DOBSONVILLE, 1725 - *Mkhwanazi*
381. Thabane Madlopha - 900814 5249 086 - 6612 Freedom Park, JOHANNESBURG, 2001 - *Qwabe*
382. Bongani Mthembu - 901201 5285 089 - 6655 A Taung Street, DIEPKLOOF, 1864 - *Mkhize*
383. Thandokuhle Vayise - 950607 0863 086 - 31 Thubelisha Street, DELFT, 7100 - *Hoyo*
384. Sakhi Ezrome Malinga - 940608 5565 083 - Obuka Reserve, RICHARDS BAY, 3900 - *Mkhize*
385. Tsepo Motaung - 950921 5933 087 - 486 Extension 8, Qalabotsha,, VILLIERS, 9840 - *Ngozo*
386. Luzuko Matayi - 810506 6304 089 - Mzantsi Location, KING WILLIAMS TOWN, 5600 - *Tyala*
387. Lucky Serefete Ndhlovu - 720315 6084 082 - Stamd 1110, KWAGGAFONTEIN, 0458 - *Moatshe*
388. Phumzile Andrina Msibi - 830818 0552 084 - 2512 Phomolong Section, TEMBISA, 1632 - *Mazibuko*
389. Dumani Lindelwe Yenana - 871111 5492 088 - 25 Mayflower Tefface, EAST LONDON, 5241 - *Mngxaso*
390. Phangizwe Simon Myeza - 491109 5234 088 - P O Box 1198, ESHOWE, 3815 - *Cele*
391. David Mxolisi Ntsepe - 500415 5669 085 - Ngxwalane Location, KING WILLIAMS TOWN, 5600 - *Kwinana*
392. William Zamxolo Habe - 640206 5919 088 - Maqhubini Area, QUMBU, 5002 - *Masiza*
393. Bethwell Mondli Mazibuko - 850527 5391 084 - 214 Wembezi C Location, ESTCOURT, 3310 - *Dlamini*
394. Msizi Slovas Maphumulo - 771024 5612 087 - 32 Nazareth Drive, NAARETH, 3616 - *Mfazwe*
395. Vusumzi Ephraim Nqanabeni - 670726 5668 081 - House 832, Block 2,, NORTHAM, 0360 - *Sithole*
396. Sikhumbuzo Wiseman Cele - 860719 6016 087 - Kingdinzulu Township, ESHOWE, 3815 - *Mhlongo*
397. Sbonisile Mnqayi - 960802 0740 081 - 406 Ezindonini, Mthethwa Reserve,, KWAMBONAMBI, 3915 - *Dube*
398. Zenande Mpepo - 970618 1030 084 - 656 Radebe Section, KATLEHONG, 1432 - *Booi*
399. Dick Bongani Dlamini - 970109 5568 089 - 4106 New Location, HEILBRON, 9650 - *Mtembu*
400. Thobani Ndlovu - 980414 6012 089 - New Hanover, Trust Feed Location,, WARTBURG, 3233 - *Mkhize*
401. Siyanda Thobelani Sikhakhane - 980827 5842 083 - Ezithumeni, NKANDLA, 3155 - *Shezi*
402. Scelo Sandile Mzimela - 980228 5555 082 - Ndabayakhe, EMPANGENI, 3910 - *Mtshali*
403. S'fundo Smiso Gumede - 980308 5503 082 - Dube Village, ESIKHAWIN, 3887 - *Biyela*
404. Muzwandile Xolane Mbatha - 920913 5579 082 - 2592 Mathabela Street, VOSLOORUS, 1475 - *Nkosi*

405. Bhekani Bernard Mthembu - 630506 5534 080 - Dukuduku Area, MTUBATUBA, 3935 - *Zungu*
406. Skhumbuzo Alfred Kubheka - 800819 5889 089 - 164 Zamani Area, HAMMARSDALE, 3700 - *Majola*
407. Thanduxolo Lungelo Majola - 901017 6060 085 - Private Bag X 99, ULUNDI, 3865 - *Buthelezi*
408. Khanya Ndamase - 980208 0949 084 - Coza Area, LIBODE, 5160 - *Mnyikima*
409. Sabelo Shaun Ngwenyama - 000131 5766 087 - Stand No 1716, Jerusalem Trust,, WHITE RIVER, 1245 - *Maposa*
410. Thobeka Nyembezi - 820404 0889 081 - 42012 Wellington, Ngubelanga Road,, INANDA, 4310 - *Njeya*
411. Skhumbuzo Sakhile Maseko - 000228 6242 082 - Gubazi Area, NQUTU, 3135 - *Dlamini*
412. Thabiso Dalingcebo Cele - 990731 5796 083 - 2038 Quarry Heights, DURBAN, 4001 - *Shwabede*
413. Sifundo Comfort Ndlazi - 991113 6104 089 - Othobothini Area, JOZINI, 3969 - *Nyawo*
414. Vuyolwethu Terry Bangani - 990815 5200 087 - 223 Sikelela Street, KUILSRIVER, 7580 - *Luthango*
415. Kamogelo Maifala - 990314 0722 089 - Pv 8152 Mshongoville, ATTERIDGEVILLE, 0008 - *Makobela*
416. Mandisa Nompumelelo Nhlapo - 990327 0669 084 - 12 Fairieglen Avenue, Klippoortjie,, BOKSBURG, 1459 - *Hlahatsi*
417. Nontutuzelo Khau - 991023 0124 084 - 19 Christmas Tinto Street, Makhaya,, KHAYELITSHA, 7784 - *Jwambi*
418. Yoliswa Tshonaphi - 990623 0733 080 - Kokshill Location, UMZIMKHULU, 3297 - *Skhosana*
419. Bongani Mdlalose - 860305 6529 087 - 5987 Zone 5, Thokozile Street,, DIEPKLOOF, 1862 - *Nhlapho*
420. Balungile Mdimba - 990219 0330 082 - P O Box 6144, MTUBATUBA, 3935 - *Mthembu*
421. Aphiwe Mkentane - 991028 6060 083 - 1417 Royal Rich, Westridge,, NELANDS WEST, 4037 - *Ngumbela*
422. Evans Ramphisa - 991105 6240 087 - 3765 Hlalanikahle, Extension 1,, EMALAHLENI, 1039 - *Mohoaliba*
423. Tumisang Motladiile - 990818 5456 089 - House No 11079, Magogwe Koikoi,, MAHIKENG, 2745 - *Mhure*
424. Phemelo Henry Sefolo - 990315 5026 087 - 9 Rooibessie Street, GEELHOUT PARK, 0299 - *Motaung*
425. Zwelithini Amukelani Mabasa - 991210 5753 088 - Makwarela, THOHOYANDOU, 0950 - *Baloyi*
426. Dahrely Thabo Phungula - 991211 5693 084 - Bruntville Location, MOOIRIVER, 3300 - *Maharaj*
427. Letlhogonolo Moema - 990414 5612 085 - 8119 Zone 6, Patrick Street,, DIEPKLOOF, 1862 - *Shiba*
428. Ntokozo Cheroll Shongwe - 990807 0234 088 - Mbizeni Area, EDUMBE, 3180 - *Kunene*
429. Siboniso Samuel Khowane - 000120 5827 080 - 20 Pilot Street, Tasbet Park, Extension 3, WITBANK, 1035 - *Chembe*
430. Tshepo Raphadu - 990923 6162 080 - P O Box 493, PAULUSWES, 0812 - *Rakgogo*
431. Paul Ndlela - 500912 5742 086 - Dokodweni Area, GINGINDLOVU, 3800 - *Mjadu*
432. Jetro Ndlela - 531016 5712 082 - Dokodweni Area, GINGINDLOVU, 3800 - *Mjadu*
433. Tshepo Andrew Nethonzhe - 890217 5277 085 - P O Box 3250, SIBASA, 0970 - *Raedani*
434. Linah Sibongile Sithole - 860131 0443 087 - 1826 Boekenhouhoek, MKOBOLA, 0458 - *Mthimunya*
435. Enny Bongi Masesi - 790421 0574 089 - Stand 647, SIYABUSWA B, 0472 - *Mahlangu*
436. Mabhalane Adam Vuma - 640719 5255 089 - P O Box 8279, NELSPRUIT, 1200 - *Ribeiro*
437. Kagiso Hlutwa - 890308 5432 083 - 118 Vanriebeeck Park, KEMPTON PARK, 1818 - *Modiakgotla*
438. Sifundo Siseko Mhlali - 851214 5448 086 - P O Box 840, STERKSPRUIT, 9762 - *Skwatsha*

439. Fannie Thokane Mokhomola - 770112 5583 084 - 1135 Kurhula, LULEKANI, 1392 - *Baloyi*
440. Sindisiwe Clementine Zulu - 740712 0471 081 - Darnkop Area, KWADUKUZA, 4450 - *Gumede*
441. Bongani Zungu - 860405 5545 082 - B388 Ngonyameni, UMLAZI, 4031 - *Msomi*
442. Albert Mqapheli Nzimande - 620925 5403 082 - 1525 Siyanda Road, MAYVILLE, 4091 - *Mbhele*
443. Thembisile Zulu - 850226 0364 085 - Kwamsane Reserve, MTUBATUBA, 3935 - *Tembe*
444. Ayanda Reginald Ngwazi - 860909 5601 084 - Xambu Location, Ward 1,, HARDING, 4680 - *Mtewa*
445. Thabani Goodenough Msomi - 861128 5706 087 - Mpazazane Location, MTHWALUME, 4186 - *Malunga*
446. Zothani Lydia Ncube - 801125 1425 087 - 030162 Maqadini Area, BOTHASHILL, 3660 - *Sishi*
447. Stuna Joseph Nombewu - 880510 5363 083 - 798 Rantso Street, Kgotsong,, BOTHAVILLE, 9660 - *Mojaki*
448. Manola Syco Malebe - 801008 5813 088 - 6557 Zithobeni, Extension 9,, BRONKHORSTPRUIT, 1024 - *Hlongwa*
449. Nelly Lerato Mogola - 991027 1094 089 - 2939 Section D, EKANGALA, 1021 - *Magale*
450. Themba Gesond Tseletsele - 830715 5771 083 - Flat 2, Nabas Building,, KIMBERLEY, 8301 - *Mtabane*
451. Simphiwe Donald Nzima - 820317 5491 085 - 1534 Old Location, PIET RETIEF, 2380 - *Masilela*
452. Lebogang Ernest Selona - 890622 6336 089 - P O Box 710, TZANEEN, 0835 - *Malatji*
453. Nopinki Caroline Gwe - 451212 0617 089 - Who Can Tell, QUEENSTOWN, 5320 - *September*
454. Christopher Ndlambe - 650525 5866 081 - Dambeni, MOUNT AYLIFF, 4732 - *Matshalilanga*
455. Takalani Sidogi - 820120 0655 088 - P O Box 2493, SIBASA, 0970 - *Muvhango*
456. Matomolane Calvin Morokong - 690727 5338 085 - 1991 Mombasa Street, Extension 2, Klipfonteinview, MIDRAND, 1685 - *Makhubedu*
457. Sfundo Steven Khoza - 970527 6388 084 - C332 Inanda New Town, Umshado Road,, INANDA, 4310 - *Shinga*
458. Pelonomi Precius Leserwane - 800706 0655 088 - 68 Magajaneng R D P, KURUMAN, 8460 - *Setlhodi*
459. Nokwanda Zandile Nxumalo - 980709 0378 083 - 012098 Road 3, MALUKAZI, 4133 - *Khwela*
460. Thobela Lucas Titus - 850415 5347 084 - 288 Miya Street, Thitwa,, THOKOZA, 1426 - *Melula*
461. Pule David Ngwenya - 830808 6676 086 - 1504tshongweni Section, KATLEHONG, 1431 - *Makhoba*
462. Mpenyana Johannes Motaung - 760613 5652 086 - 4820 Extension 9, BOPHELONG, 1917 - *Mbele*
463. Galeboe Jackyboy Abrahams - 860505 5844 086 - D1005 Ikageng, RUSTENBURG, 0300 - *Raseleka*
464. Fortune Jimmy Thugu Fortisque Malinga - 891216 5221 084 - 59026 Zone 3, SEBOKENG, 1983 - *Ngobeni*
465. James Thebeetsile Tihapane - 800502 5342 081 - 3555 Eagle Road, PALM SPRINGS, 1984 - *Matotong*
466. Angel Sbongile Mtsweni - 810517 0876 089 - Komatipoort, Stand No 23, Bock A Trust, KWALUGEDLANE, 1357 - *Mhlaba*
467. Ramokone Selina Makgai - 820527 0417 089 - Marken, LEPHALALE, 0605 - *Molwatse*
468. Thabiso Lawrence Mathibela - 870427 6728 085 - 15 Cedar Wood Street, KRIEL, 2271 - *Mnisi*
469. Anna Chauke - 500508 0648 086 - 17 Maunde Street, SAULSVILLE, 0125 - *Maluleka*
470. Nokubonga Nzama - 991207 0340 085 - No 030702 Kwa Ngcolosi Area, HILLCREST, 3610 - *Chili*
471. Ntshimane Brine Tshinkango - 910923 5386 083 - 740 Nancefield, Wifred Madzwamule Street,, MUSINA, 0900 - *Mokwena*
472. Sello Christopher Letsholo - 720712 6093 081 - 525 Setlagole, ATAMELANG, 2773 - *Mokunke*

473. Garrison Sonnyboy Ngobeni - 901113 5706 081 - 406 Sofasonke, KLIPGAT B, 0202 - *Shongwe*
474. Thakgatso Maisela - 900901 5906 086 - 182 Temong, TEMBISA, 1632 - *Phasha*
475. Patrick Mlungisi Madonsela - 850502 5639 089 - V114 Vusumuzi Section, TEMBISA, 1632 - *Mlotshwa*
476. Ntokozo Nkosinathi Shabalala - 940913 5305 088 - 12333 Ivory Park, Motsiloni Street,, TEMBISA, 1632 - *Seteni*
477. Banele Given Hlumbane - 970621 5758 080 - 1965 Section H, EKANGALA, 1021 - *Tau*
478. Bongumusa Mduduzi Ngwenya - 860525 5752 089 - House No 813, Vuba Street,, ESIKHAWINI, 3887 - *Thwala*
479. Noluvuyo Matiwane - 820728 1200 082 - 0-77 C Vineyard Street, Khayamandi,, STELLENBOSCH, 7600 - *Somta*
480. Boy Daniel Mofokeng - 790615 5284 087 - 3342 Mokhomomo Street, THABONG, 9463 - *Kekana*
481. Thabo Trever Ntiwane - 850622 5691 086 - 25 Longomes, BARBERTON, 1300 - *Makwakwa*
482. Muzi Jacob Mkhwebane - 780126 5295 083 - 4297 Extension 2, Sakhile,, STANDERTON, 2430 - *Zulu*
483. Hlabishe Isaac Shai - 620607 5470 085 - Dihlabaneng, SEKHUKHUNE, 1124 - *Kgwedi*
484. Ayabulela Kaspile - 980630 5715 089 - Qamata Area, COFIMVABA, 5380 - *Ntantisio*
485. Kingsley Vhonani Khambule - 970320 5160 088 - 4887 Ivory Park, Basammbilo Circle,, MIDRAND, 1685 - *Mufamadi*
486. Masimbonge Ndlovu - 970805 5045 081 - 748 Thekwane Drive, Extension 5,, VOSLOORUS, 1475 - *Ngobese*
487. Mokgaetji Geogina Mosilakgomo - 400517 0349 083 - 10025 Madietane, MATLALA, 0748 - *Moabelo*
488. Obed Lucky Moimane - 721101 5461 086 - Stand No 101, KABOKWENI, 1245 - *Mabuza*
489. Thomas Themba Ntombela - 930110 5203 080 - 1460 Block Xx, SOSHANGUVE, 0152 - *Bhuda*
490. Tyler Elizabeth Seyan Charles - 970526 0116 087 - 12 Tafelberg Avenue, BOSMONT, 2093 - *Botes*
491. Sipho Junior Majombozi - 960629 5276 088 - 586 Lakeside Estate, DE DEUR, 1984 - *Mthembu*
492. Lehlohonolo Mono - 960428 5850 087 - 233 Boitumelo, SEBOKENG, 1983 - *Ramothibe*
493. Nkosikhona Wiseman Ndongeni - 720316 5432 082 - Mvuzi Area, MT FRERE, 5090 - *Majova*
494. Kaylynn Rachael Leeuw - 960102 0057 085 - 134 Brabazon Avenue, Mondeor,, JOHANNESBURG, 1709 - *Phillips*
495. Kgaugelo Matua - 970920 6274 083 - Ga-Maphophe, SEKHUKHUNE, 1124 - *Sepudumo*
496. Nkanyiso Zimele Shezi - 860326 6360 083 - Fabeni Area, TUGELA FERRY, 3010 - *Mkhize*
497. Natalie Tamara Botha - 831118 0108 089 - 41 Brownsdrift, DURBAN, 4001 - *Hamilton*
498. Vumokwakhe Ngubane - 651103 5296 086 - Ngubevu Area, TUGELA FERRY, 3010 - *Ngema*
499. Samuel Nkosi - 880707 6502 087 - 984 Steelpoort, PRAKTISEER, 1133 - *Twala*
500. Maphutha Desmond Ngoasheng - 810115 5672 080 - House No 1050, Zone B,, MAHWELERENG, 0626 - *Langa*
501. Mmatjie Cathrine Rakoma - 890131 0671 087 - 090443 Ga Mabusela, MAPELA, 5610 - *Mphela*
502. Thulani Brian Mthethwa - 740110 6174 082 - D 850 Sigwegwe Road, KWA MASHU, 4360 - *Dube*
503. Sithembiso Osca Nkabinde - 860829 5313 086 - A 1857 Mdubu Road, NTUZUMA, 4359 - *Thabede*
504. Ntobeko Pinkie Mthembu - 771112 0737 080 - 43 Railway Road, Seaview,, DURBAN, 4001 - *Mdunge*
505. Nkululeko Mathonsi - 860911 5840 084 - Nolo Manor Crest, Morningside,, DURBAN, 4001 - *Majozi*
506. Lucratia Motlalepula Khoza - 850205 0417 085 - 55 Thafeni Section, TEMBISA, 1632 - *Motlana*

507. Eric Magatikele Mokolo - 780320 5922 081 - Stand No 56, GA-MARIA, 0431 - *Kekana*
508. Violet Matjele Rahlogo - 860219 0429 089 - 1490 Mandela Village, KWAMHLANGA, 1022 - *Maimela*
509. Sello Ephraim Masinya - 800327 5938 088 - 2236 Mountainview, KWAMHLANGA, 1022 - *Tshehlo*
510. Sipho Klein-Boy Mashishi - 870102 5560 082 - P O Box 543, KORINGPUNT, 0632 - *Marokana*
511. Duma Hezekiel Mabasa - 740425 6119 089 - Busman Farm, Iswepe,, PIET RETIEF, 2380 - *Dlamini*
512. Jeanne Marcelle Boucher - 800919 0232 085 - 425 Highland Road, Kensington,, JOHANNESBURG, 2094 - *Schoeman*
513. Christopher Abrahams - 761125 5125 087 - 338 Highfield Road, Schauderville,, PORT ELIZABETH, 6001 - *Hoffman*
514. Magaret Jenyvir Swartz - 840527 0085 080 - 222 Noenie Street, Lutzuma,, UPINGTON, 8600 - *Haakskeen*
515. Mapule Jacobeth Motshabi - 581019 0326 089 - 1091 Extension 25, GARANKUWA, 0208 - *Dikobe*
516. Sipho Cyril Mabaso - 510410 5482 082 - 2455 Extension 8, BARBERTON, 1300 - *Zwane*
517. Reuben Molebatsi - 650915 5798 089 - 825 Phiri Central, JABAVU, 1700 - *Nxumalo*
518. Ramokone Albertina Langa - 490212 0665 081 - Stand No 10054, Hans Village,, MOKOPANE, 0610 - *Kutumela*
519. Dzunisani Shingange - 990409 5488 080 - Shiluvane Village, RITAVI, 0870 - *Mkhabele*
520. Jan Mbongwa Bhengu - 620212 5656 088 - Swayimane Location, WARTBURG, 3233 - *Mahlaba*
521. Nqobile Jowy Vezi - 780129 0433 089 - 2230 Greenfield, MAYVILLE, 4091 - *Hlatshwayo*
522. Zakhele Allen Dladla - 861208 5947 087 - 17 Bona Mour Avenue, GLENWOOD, 4001 - *Ncube*
523. Basebenzile Alexia Mbele - 601212 0957 088 - Block K, Unit 19,, UMLAZI, 4001 - *Ngcobo*
524. Sizwe Gift Mdladla - 870628 5865 089 - Ndaleneni Area, RICHMOND, 3780 - *Nxele*
525. Nokukhanya Ngcobo - 850517 0558 084 - H 956 Myuthwanini Lane, NTUZUMA, 4020 - *Dlamini*
526. Mhlonipheni Mvelase - 890712 6329 083 - Kwangubo Area, TUGELA FERRY, 3010 - *Mbatha*
527. Thabile Nomusa Gabela - 880914 0862 083 - Mbindolo Area, TUGELA FERRY, 3010 - *Mhlanga*
528. Mlondi Charles Majola - 870513 6056 088 - 4123 Waterloo, VERULAM, 4200 - *Ngidi*
529. Maropena Jim Rasuku - 630202 6443 089 - P O Box 6075, MODJADJISKLOOF, 0835 - *Lebeya*
530. Bhekithemba Bongani Khena - 860630 6300 084 - No 1905 Eight Street, BETHAL, 2310 - *Kunene*
531. Victoria Thembisa Sijuba - 771022 0559 089 - 53 B – 17th Avenue, ALEXANDRA, 2012 - *Mahauza*
532. Johny Modiba - 831125 5315 080 - 13704 Ivory Park, Extension 12, 43 Elephant Street, MIDRAND, 1685 - *Morema*
533. Mpho Given Letebele - 821113 5858 087 - Extension 467, SOSHANGUVE, 0152 - *Mabokela*
534. Musiwalo Reckson Netshirembe - 710203 5060 083 - Private Bag X2249, SIBASA, 0970 - *Netshiungani*
535. Olebogeng Frank Tyeke - 860913 6276 086 - 1676 Extension 10, WOLMARANSSTAD, 2630 - *Kolberg*
536. Nare Emily Buthane - 310201 0353 085 - Private Bag X9697, KOLOTI, 0709 - *Molefe*
537. Makgwale Ntsoane - 550425 0474 083 - Majane Reserve, MPHAHLELE, 0736 - *Mphahlele*
538. Lesetja Carel Mamabolo - 700115 6128 085 - P O Box 805, LESHANE, 0724 - *Magoro*
539. Gillian Samukezi Ngubane - 870808 0663 081 - No 568 Ga-Kgapane, Khaphamadi,, LIMPOPO, 0838 - *Ngwenya*
540. Mondy Abram Mabitsela - 791021 5812 085 - Makotozona, Thabaneng Section,, POLOKWANE, 0700 - *Sepahane*

541. Thikho Emmanuel Sadiki - 970901 5678 086 - P O Box 1279, VUWANI, 0952 - *Manavhela*
542. Mahlohonolo Samuel Mampholo - 791204 5575 080 - 6493 Zone 4, Makhura Street,, DIEPKLOOF, 1864 - *Tsolo*
543. Moroke Constance Phala - 781004 0425 089 - Mohlalese, SEKHUKHUNE, 1129 - *Mashigwana*
544. Mkhachane Thomas Baloyi - 790727 5441 086 - 1182 Fevertree Street, Fleurhof 1709,, ROODEPOORT, 0611 - *Makgalemele*
545. Bongiwe Dawn Mkoko - 640616 1082 089 - 1553 Skina Road, Masiphumelele,, FISHHOEK, 7975 - *Tsotso*
546. Jabulani Dominic Malinga - 820816 5682 080 - 4484 Macfadyen Street, ORLANDO EAST, 1804 - *Nhlapo*
547. Frans Bhaya Mahlangu - 800527 5934 082 - Stand No 219, WOLWENKOP, 0458 - *Mtshweni*
548. Zibonele Michael Magubane - 790606 7726 084 - Ngonini Area, NQUTU, 3135 - *Mdletshe*
549. Prince Mokoena - 880112 6370 082 - Ga-Sekgopo Village, MODJADJISKLOOF, 0835 - *Lefophana*
550. Reginald Moraka Sebaka - 860804 6189 082 - 418 Block T, SOSHANGUVE, 0152 - *Sebothoma*
551. Victor Dimpho Chuene - 770602 5848 081 - 18 Leandre Village, 80 Andre Street,, CLARINA, 0182 - *Mokoele*
552. Mathapana Jam Mokhabuki - 861217 5779 085 - 408 Moshate, GA-SEKGOPO, 0800 - *Maake*
553. Masia Adam Rasuka - 650827 5275 085 - P O Box 6075, MODJADJISKLOOF, 0835 - *Lebeya*
554. Boitumelo Rachel Mdluli - 720107 0488 082 - 2504 Daffodil Gardens, KAREN PARK, 0118 - *Tikane*
555. Samuel Sefako Mokgosi - 831029 5986 082 - 11874 Strikers Street, MOHLAKENG, 1754 - *Moladira*
556. Sihle Sibisi - 840604 5541 084 - 37 Leopard Street, NEWCASTLE, 2940 - *Shabalala*
557. Sanele Praiseworthy Dlamini - 800305 6010 081 - Ndalen Area, RICHMOND, 3780 - *Makhonza*
558. Gift Sipho Mathenjwa - 850126 5626 084 - 312 Emafusini Area, DANNHAUSER, 3080 - *Ntuli*
559. Mbongeni Joseph Mbongwa - 820919 6014 087 - 5690 Section 4, MADADENI, 2951 - *Khumalo*
560. Moses Dube - 780911 5624 089 - 525 Mabalane Street, PHIRI, 1818 - *Mdluli*
561. Francina Mokgaetsi Mapokga - 701010 1605 089 - 2612 Phomolong Section, Mogogelo,, TEMBA, 0407 - *Kekana*
562. Siyabonga Yukuza - 870527 6526 080 - Embobeni Location, BIZANA, 4800 - *Magqabi*
563. Koketso Nchaupa Ngele - 890821 5911 088 - 2989 Kardenon Street, Gen-Valley, Extension 2, MAMELODI, 0122 - *Malema*
564. Mzwanele Emmanuel Mkhwanazi - 840727 6095 089 - E 033 Mission Section, Khayakhulu,, RUSTENBURG, 0300 - *Sebole*
565. Wandile Charity Malinga - 860415 6087 083 - 157 Mzamo Section, CAROLINA, 1185 - *Nkosi*
566. Johannes Tlabo Mamadisha - 750913 5946 088 - Stand No 10042, MOKANENG, 0432 - *Bokaba*
567. Zandisile Fobongo - 890926 6279 086 - Ntlozelo Location, BIZANA, 4820 - *Mayela*
568. Sebenzile Ngcobo - 870312 0820 080 - B 73 Dd Transit Camp, Dunbar Road,, MAYVILLE, 4091 - *Khoza*
569. Manono Dennis Mabhayini - 800926 5375 082 - B 247 Umzomusha, INANDA, 4310 - *Makhaye*
570. Bulelani Jolingana - 860701 6320 081 - 40 – 472 Hlafuma Street, MAKHAZA, 7784 - *Matsha*
571. Ntombithini Elsie Msimanga - 841104 0837 081 - 575013 Zone 3, SEBOKENG, 1983 - *Mthembu*
572. Xolile Zondo - 871015 1343 080 - Ngobo, BERGVILLE, 3100 - *Mazibuko*
573. Thuli Booï - 910122 1106 088 - 27 Bommer Road, 4 Redfern,, NEW GERMANY, 3610 - *Kama*
574. Thabo Moleko - 990410 5198 083 - 7408 Mokoloko Street, Rockland Location,, BLOEMFONTEIN, 9300 - *Motsoeneng*

575. Tsepang Lucas Gwebu - 960813 5271 089 - 85 Nkosi Street, KATLEHONG, 1400 - *Monisi*
576. Phumlane Velemuseni Mncwango - 950911 5510 084 - 509 Street, 65017 Rietvalley,, HAMMARSDALE, 3699 - *Zulu*
577. Sifiso David Sibiba - 930413 5546 080 - Memorial Area, KWADUKUZA, 4450 - *Groening*
578. Sabelo Ernest Mbuyazi - 920801 5469 083 - 12 Prinia Park, Birdwood,, RICHARDS BAY, 3900 - *Mnguni*
579. Lungisani Bright Mchunu - 960903 6428 083 - Vukaphansi Area, KRANSKOP, 3268 - *Ndebele*
580. Phelelani Khanyisani Ziqubu - 950625 5813 088 - Ezakhiweni Area, NQUTU, 3135 - *Khumalo*
581. Thobani Percival Malinga - 950604 5906 085 - Khandisa Area, KWA-DLANGELE, 3900 - *Mngomezulu*
582. Sphamandla Marcus Ziqubu - 950801 5332 086 - 1668 Wembezi, ESTCOURT, 3310 - *Makhathini*
583. Ntethelelo Moretta - 970106 5750 089 - 103 Moseleke Section, Sontonga Street,, KATLEHONG, 1432 - *Dlamini*
584. Ellen Neo Mitchell Yende - 950503 0568 082 - 27594 Bogoshi Street, Extension 5,, MAMELODI EAST, 0122 - *Papo*
585. Moses Moholola - 970328 5424 081 - 3066 Section 5, MASHEMONG, 0400 - *Mulauzi*
586. Blessing Vusumuzi Maphumulo - 800229 5456 089 - F550 Umlazi Nkingdinuzulu, UMLAZI, 4066 - *Myeza*
587. Luthando Aron Mzayifani - 990903 5763 088 - 1076 Malukazi R D 3, ISIPINGO, 4110 - *Mngoma*
588. Wiseman Xolani Phangisa - 991212 5651 080 - Stand 222, Block C Trust,, KOMATIPOORT, 1340 - *Nuvunga*
589. Ayabonga Magaiana - 990924 5819 084 - Mvenyane Area, Mabhelani Village,, MATATIELE, 4720 - *Booi*
590. Mlondi Mthuli - 990901 5926 085 - Dweshula Location, PORTSHEPSTONE, 4240 - *Shazi*
591. Vukile Emmanuel Jan - 990202 5731 082 - Cooper Lake, Portgate,, MTHATHA, 5099 - *Ntsulumbana*
592. Xolani Lindelani Gumede - 990310 6367 085 - Mzingazi, RICHARDS BAY, 3900 - *Khanyile*
593. Sandile Shangase - 991225 6152 080 - Swayimane Area, EKUPHOLENI, 3233 - *Khanyile*
594. Aphiwe Mdakane - 991214 0531 085 - Ngodini Area, LOSKOP, 3330 - *Hadebe*
595. Cynthia Mamorufi Mahlaela - 990814 0421 087 - 0635 Rietfontein Village, NEBO, 1059 - *Magaela*
596. Tshidi Aniekie Mothapi - 890420 0378 086 - 136 Mellinium, MAPELA, 0610 - *Mohlapi*
597. Seems Kabelo Bokaba - 791214 5658 083 - 7268/8 Block V V, Extension 6,, SOSHANGUVE, 0152 - *Motlhale*
598. Ethmond Tumelo Moswai - 990806 5408 085 - 1015 China Section, MADIKWE, 2840 - *Moitlobo*
599. Andile Minenhle Mkhize - 990729 5273 087 - France Location, M,, PIETERMARITZBURG, 3200 - *Latha*
600. Sehloamolapong Daniel Tau - 680726 5345 084 - 2696 Joe Slovo Street, Extension 6,, MASHISHING, 1123 - *Pelusa*
601. Emmanuel Thabani Mbanjwa - 661225 5967 081 - 1921 Westside Road, NEWLANDS WEST, 4037 - *Hlela*
602. Inga Vutuse - 990913 5700 089 - 50 Nerina Street, Noordhoek,, VELDDRIF, 7365 - *Tyam*
603. Joseph Nonyane Sokutu - 670802 5562 085 - 5323 Extension 10, BOPHELONG, 1911 - *Phahlake*
604. Tumelo Trudie Nkoana - 970901 0996 087 - 942 Mandela, KWAMHLANGA, 1672 - *Mkhabela*
605. Lungelwa Tia Ncanywa - 950412 0270 089 - Windy Ridge Road, EAST LONDON, 5209 - *Greyhead*
606. Manqoba Wonderboy Mabuza - 901008 6014 081 - Stand 6376, WITBANK, 1034 - *Mkhonto*
607. Excellent Albert Mphuti - 890515 5639 083 - Stand No 1557, KWAGGAFONTEIN C, 0452 - *Ntuli*
608. Njabulo Phiwo kwakhe Ndawonde - 990212 6367 083 - P O Box 10, MYAMALALA, 3825 - *Mbambo*

609. Hopewell Innocent Mlungisi Mbatha - 990927 5443 086 - 140170 Mgoqozi Road, KWANYUSWA, 3660 - *Ngcobo*
610. Ntokozo Gift Mkhwanazi - 990312 5542 080 - 12778 Ithendela Road, MARIANHILL, 3601 - *Khumalo*
611. Siphesihle Bright Dlamini - 990115 5162 084 - Dunasa Location, HIGHFLATS, 3306 - *Mzolo*
612. Mogomotsi Simon Molebatsi - 990512 5867 086 - 2242 Extension 2, Phokeng Street,, BOITEKONG, 0308 - *Sinakhomo*
613. Mxolisi Prince Kgomo - 990316 5564 085 - Stand No 721, KWAGGGAFFONTEIN, 0458 - *Mahlangu*
614. Jafta Molefe Motau - 990603 6231 081 - 8671 Extension 36, OLIVENHOUTBOSCH, 0175 - *Mokwana*
615. Thapelo Ramochela Tsotetsi - 871129 5795 086 - 4026 Mmontle Street, DOBSONVILLE, 1863 - *Mnomiya*
616. Kagiso Phillip Lekoana - 000127 5757 084 - Mogoto, ZEBEDIELA, 0632 - *Segabutla*
617. Goitseone Enock Monoto - 811007 5406 081 - Dinokana Village, LEHURUTSHE, 2868 - *Tau*
618. Itumeleng Solomon Kabasia - 820830 5607 088 - Mokwena Section, MMASEBUDULE, 2880 - *Motang*
619. Themba Stevens Masola - 830401 5363 086 - P O Box 5004, VONGANI, 0950 - *Tshabalala*
620. Lebogang Salva Sepone - 800914 0920 086 - P O Box 760, GA KGAPANE, 0858 - *Mokwena*
621. Raisibe Sophie Mathebola - 650316 0367 089 - Mogoto Village, ZEBEDIELA, 0632 - *Baloyi*
622. Smanga Suprise Shabalala - 820202 7973 084 - Winnie Mandela Park, AMSTERDAM, 2375 - *Ndlangamandla*
623. Thabang Elias Moagi - 880112 5896 087 - House No 393, Bankhara,, KURUMAN, 8460 - *Matlhole*
624. Sibusiso Velaphi Mngomezulu - 861122 5519 087 - Private Bag X 1009, RICHARDS BAY, 3900 - *Chibi*
625. Mbulawa Phaniel Mabuza - 800215 5430 083 - 488 B, KOMATIPOORT, 1340 - *Nkalanga*
626. Themba Petros Nkabinde - 700505 5984 084 - Stand 2082, OLKSRUST, 2470 - *Phakathi*
627. Defence Kin Matsane - 840603 5481 085 - Stand No 608, EMGWENYA, 1195 - *Mnisi*
628. Koos Ephraim Molefe Mashile - 780221 5455 082 - 378 Libaneni, MBIBANE, 0449 - *Bohlolo*
629. Lehlogonolo Mello - 950706 5893 088 - P O Box 80255, MPHAHLELE, 0236 - *Matsimela*
630. Aphelele Gobelane - 970822 0702 087 - P O Box 16, CENTANE, 4980 - *Rayo*
631. Clive Thabang Tlhabanelo - 920511 5448 082 - 23 Walley Street, MAKWASSIE, 2650 - *Mathebula*
632. Sbusiso Bethuell Ngubane - 980128 5501 088 - Nhlazuka Area, RICHMOND, 3782 - *Ndlovu*
633. Goodboy Bafana Mtsweni - 911202 6096 085 - G425 Mandela, KWAMHLANGA, 1022 - *Mahlangu*
634. Lincon Phahlana - 960806 5995 087 - Stand No 370, STOFFBERG, 1056 - *Mohlahlo*
635. Angeline Senwane Seswike - 901020 0824 084 - 558 Block 18, Moloto,, KWAMHLANGA, 1022 - *Talane*
636. Yolanda Jamani Msimanga - 970116 0327 080 - P O Box 12325, MANOR, 1630 - *Kgaka*
637. Oratile Quinton Ditsi - 980526 5391 089 - 50047 Kortsog Section, PAPO 2, 0300 - *Molepo*
638. Samukelo Peuel Mthombeni - 981009 5439 082 - Stand 1663, WALKRAAI B, 1030 - *Mahlangu*
639. Gcinaphi Andrinah Kanye - 780107 0977 081 - P O Box 262, DUNDONALD, 2336 - *Mfeka*
640. Zakhele Innocent Setlhabane - 761007 5362 086 - Extension 12, F535 Khumbuza,, KWA MASHU, 4359 - *Mncube*
641. Shanil Bharath - 781211 5234 081 - 109 Weirda Road East, 42 Summerfield Village,, JOHANNESBURG, 2196 - *Beharee*
642. Kgothatso Christo Mokharomeso - 890202 6262 088 - 13032 Phase 6, Lehlakeng,, BLOEMFONTEIN, 9300 - *Ntaje*

643. Itumeleng Colleen Semakane - 840527 5605 080 - 274 West Street, No 34 Oval,, CENTURION, 0157 - *Botlhoko*
644. Siphwe Gift Mtimkulu - 890928 5603 084 - 127 Zone 8, SEBOKENG, 1983 - *Tsolo*
645. Nadia Permali - 790922 0091 081 - 22 Goran Road, WYNBERG, 7800 - *Adams*
646. John Henry Anthony Stewe - 770601 5118 081 - 29 Scadoxus Crescent, Cevon,, EERSTE RIVER, 7100 - *Smith*
647. Wolpe Shaun Kichener Visagie - 900915 5643 085 - G3 A Johnson Street, RUSTENBURG NORTH, 0299 - *Wolmarans*
648. Petrus Molatlhegi Letsogo - 771229 5655 081 - 437 Apple Street, Blydeville Extension 1,, LICHTENBURG, 2746 - *Mogogane*
649. Letlhogonolo Theo Monnamme - 970816 5517 086 - Magogoe Tshepang, MAFIKENG, 2745 - *Mokorutlo*
650. Lindelani Zungu - 990408 5894 081 - Osuthu Area, NONGOMA, 3950 - *Ndlela*
651. Lwando Luyanda Bam - 820325 6289 085 - N271 Nkanini, CAPE TOWN, 7784 - *Siyolo*
652. Weziwe Alexia Nophikela - 790509 0917 082 - Kunjula Location, Umzimkulu, 3297 - *Phali*
653. Thomas Thabang Modimola - 920101 6396 082 - P O Box 48, BELA-BELA, 0480 - *Mashishi*
654. Nokulunga Zonke - 890613 0887 086 - 74553 Baleni Street, Zwezwe,, KHAYELITSHA, 7784 - *Sam*
655. Nokuphumla Sofute - 681010 2278 088 - 30387 Geelmeikhout, DELFT, 7100 - *Zono*
656. Tsidiso Isaac Motsumi - 821213 5754 086 - 140 Hlahatsi Section, KATLEHONG, 1431 - *Khutsoane*
657. Vuyani Dennis Qombo - 750903 5369 084 - 35141 Avenue, Broadlands Village,, STRAND, 7140 - *Lerabe*
658. Mpho Angel Moleko - 971004 0219 086 - 1898 Zone 13, SEBOKENG, 1982 - *Lebusa*
659. Thato Dennis Makutso - 910202 5243 085 - 2433 Silama View, KATLEHONG, 1431 - *Mabaso*
660. Omphemetse Sekgome - 981127 5707 082 - 959 Extension, MADIKWE, 2840 - *Malate*
661. Menzi President Mnguni - 950612 6040 085 - 422 Zone 3, Zonkizizwe,, KATLEHONG, 1401 - *Mseleku*
662. Siphamandla Mlungisi Mbatha - 900912 6540 089 - Room 308, Dube Hostel,, SOWETO, 1717 - *Mdakane*
663. Sunday Isaac Simelane - 911229 6055 084 - 89 Studland, Dinwiddie,, GERMISTON, 1401 - *Ngobese*
664. Siphwe Lucas Mbonani - 970613 5181 082 - 28948 Extension 37, MOKGOBA, 1520 - *Msiza*
665. Siphosihle Sakhile Linda Mdlalose - 900509 5491 080 - 1280 A Thabethe Street, Zola North,, SOWETO, 1868 - *Gcaba*
666. John Mokhosi - 921031 5305 082 - 15747 Extension 2, ORANGE FARM, 1805 - *Mabuza*
667. Nhlanhla Ndlazulwana - 980426 5828 083 - 4270 Gwakube Street, Extension 13,, PROTEA GLEN, 1818 - *Buthelezi*
668. Koketso Makhushu - 980506 0303 081 - P O Box 2470, RADITSHABA, 0718 - *Motsoko*
669. Goodness Shabane - 780921 1073 082 - 2760 – 18 Avenue, CLERMONT, 3100 - *Nkomo*
670. Karabo Oscar Nkosi - 770610 5450 089 - 7048 Kunene Street, DAVEYTON, 1520 - *Monametsi*
671. Ntosana Sapina Lerobne – 881211 1035 085 - Stand No 228, Matsitsi Village,, NEBO, 1051 - *Fenyane*
672. Caroline Mashigo - 960716 1054 088 - 632 Jupiter Crescent, SOWETO, 1717 - *Sibanda*
673. Ben Keabetswe Ngwenya - 980617 5331 082 - 456 Extension 6, Letihaka Street,, TEMBA, 0407 - *Mokwena*
674. Bongani Mgobozi - 981213 5039 088 - 27 Kunene Street, Protea North,, SOWETO, 1818 - *Khanyile*
675. Mzwabantu Jack - 960510 5896 085 - 53 Dyakamela Street, Wells Estate,, MOTHERWELL, 6211 - *Boniwe*
676. Refeletse Duma - 960229 1169 088 - Masakala, MATATIELE, 4730 - *Gqada*

677. Nhlanhla Ntombikayise Sibanyoni - 960617 1181 089 - 7247 Section B, EKANGALA, 1001 - *Mlangeni*
678. Leonard Madungane - 701107 5294 082 - 4226 Ghostfisher Street, Extension 11,, ALLANDALE, 1685 - *Maredi*
679. Themba Mncube - 590214 5535 086 - 27937 Zone 10, MEADOWLANDS, 1852 - *Zwane*
680. Cedulwazi Knowledge Ndlovu - 901004 6431 086 - 437 Siqobile, BARBERTON, 1300 - *Dlamini*
681. Madumetja Johannes Masemene - 700221 5418 087 - 803 Block E, Mandela Village,, HAMMANSKRAAL, 0401 - *Lekalakala*
682. Simiso Ben Vukelwa - 841224 5574 081 - 975 Mashya Street, DELMAS, 2210 - *Mvukela*
683. Phutiana Elias Mokgomola - 790827 5026 083 - 49 Galteemore Street, Malvern,, JOHANNESBURG, 2001 - *Maponya*
684. Chiwana Japhta Motadi - 680713 5587 089 - Westphalia, BOCHUM, 0790 - *Phihlela*
685. Tshepo Josiah Legari - 740725 5570 087 - 1686 A Masakhane Street, Molapo,, SOWETO, 1717 - *Saka*
686. Danica Scholtz Scholtz - 990720 0042 080 - 82 Die Rand Complex, Krommer River,, STELLENBOSCH, 7600 - *Fitzmaurice*
687. Ndivhuwo Lithole - 990912 5097 082 - P O Box 355, TSHILAPHALA, 0977 - *Davhula*
688. Onako Cintso - 990401 0905 085 - P O Box 275, QUMBU, 5180 - *Mabukela*
689. Siyamthemba Pasiya - 990517 6139 088 - Dumsi Location, Mantshangase Area,, BIZANA, 4800 - *Grawe*
690. Thabiso Mbambo - 991013 5158 088 - Nxamalala Area, NKANDLA, 3855 - *Mncube*
691. Thame Phenyio Sekawana - 861028 5599 088 - House No 297, Kgomoetso,, PAMPIERSTAD, 8566 - *Moheta*
692. Botshelo George Seleke - 830511 5658 085 - 7 – 9 New Main, KIMBERLEY, 8300 - *Marwane*
693. Thabiso Robert Ntshakane - 680513 5525 083 - Smith Mine, BARKLY WEST, 8374 - *Modisaotsile*
694. Phathutshedzo Matamela - 850318 6150 087 - Stand No 12, Phadzima,, DZANANI, 0955 - *Kone*
695. Sibusiso Gekane - 850915 5716 089 - 1744 Block Xx, Intakobusi Crescent,, SOSHANGUVE, 0100 - *Gegana*
696. Phineas Humphrey Mamphoke - 760602 5796 084 - Ga-Motodi, PRAKTISEER, 1150 - *Kgoetiane*
697. Sfiso Innocent Lekotjolo - 800913 5788 084 - 197 Mandela Street, KATLEHONG, 1431 - *Mchunu*
698. Linda Vusi Maluka - 890409 5370 081 - 1310 Mohale Crescent, Extension 1,, THOKOZA, 1426 - *Makhoba*
699. Itumeleng Glad Dlamini - 830907 6000 089 - 577 Mociwa Street, Moletsane,, SOWETO, 1868 - *Makgalemele*
700. Martha Hazel Mathuloe - 761029 0425 080 - 850 Nkwe Estate, Umbweza Street,, ROSSLYN, 0200 - *Mashigo*
701. Mankes Johannes Modupi - 820315 6014 088 - 35032 Extension 6, Modimelo Street,, MAMELODI EAST, 0100 - *Mathebula*
702. Bhokani Maxwell Mbhense - 640924 5772 089 - 4820 Extension 7, Tshepisong,, ROODEPOORT, 0320 - *Khanyile*
703. Angel Smangele Ngubane - 810813 0982 088 - 15 Edendery Road, Avoca Hills,, DURBAN, 4001 - *Nhlenyama*
704. Sipho Sakhile Tembe - 770110 5577 080 - Onaleni, INGWAVUMA, 3968 - *Khumalo*
705. Daniel Xolane Matiwane - 800410 5327 088 - 167 Extension 10, Zanelspuit,, HONEYDEW, 2040 - *Miya*
706. Maserame Brenda Twala - 840410 0470 083 - 28 Zone 10, Extension 2,, SEBOKENG, 1983 - *Mphuti*
707. Shadrack Kamoro Munisi - 800814 5893 082 - 3582 Extension 4, SOSHANGUVE, 0152 - *Madikoluga*
708. Gani Elphas Nxumalo - 620628 5779 085 - P O Box 72, MBAZWANA, 3974 - *Tembe*
709. Nompumelelo Robinah Xolo - 880516 0701 086 - Nkothaneni Location, MARGATE, 4275 - *Hlophe*
710. S'thembile Cynthia Xolo - 860508 0763 087 - Nkothaneni Location, MARGATE, 4275 - *Hlophe*

711. Sihle James Masikane - 761101 5790 089 - Ngetane Area, OZWATINI, 2242 - *Madlala*
712. Nonhlanhla Priscilla Magubane - 730709 0411 085 - E 677 Mzilikazi Road, KWAMASHU, 4360 - *Nhleko*
713. Sakhile Elvas Mchunu - 890929 5928 083 - Ndwebu Location, IXOPO, 3276 - *Ndlovu*
714. Sibusiso Sukude - 910224 5795 088 - House No 5284, Malende Area,, GROUTVILLE, 4450 - *Mkhabela*
715. Snenhlanhla Pearl Msweli - 980716 0783 089 - 060450 Milky Way, MARRIANHILL, 3610 - *Maphumulo*
716. Bongumusa Gumede - 860305 6559 084 - Private Bag X39, JOZINI, 3969 - *Gumbi*
717. Sifundo Ray Gumede - 981121 5867 087 - Mandlazini Reserve, RICHARDS BAY, 3900 - *Mdluli*
718. Nandisa Dladla - 981201 0837 085 - K 40475 Adams Mission, ISIPINGO RAIL, 4110 - *Mbeko*
719. Sandisiwe Mcimbi - 970801 0732 088 - Y 1755, UMLAZI, 4031 - *Ngcobo*
720. Rosemary S'thembile Sibiya - 891028 0601 081 - Memorial Area, KWADUKUZA, 4450 - *Groening*
721. Thabsile Lucia Sibiya - 861130 1226 086 - Oshabeni Location, PORT SHEPSTONE, 4240 - *Cele*
722. Ntobeko Badiniwe - 840312 5809 085 - P O Box 104, Ntshiqo Area,, TSOLO, 5170 - *Sokombela*
723. Thulani Christopher Sibiya - 800813 5747 082 - P O Box 502, KWANGWANASE, 3972 - *Mdletshe*
724. Bonginhlanhla Blessing Thabede - 930413 5970 082 - Nkundusi Area, MTUBATUBA, 3935 - *Mlungwana*
725. Mmaphuti Madimpe Lucas Kgomo - 870505 7124 089 - Extension 29, POLOKWANE, 0700 - *Mashiane*
726. Sinenhlanhla Ntokozo Ntombela - 960316 0974 087 - 27 Ficus Westwood Estate, WESTVILLE, 4001 - *Matiwane*
727. Andisani Netshirovha - 980628 5969 086 - Private Bag X2249, SIBASA, 0970 - *Nethononda*
728. Mazisi Gumede - 990329 5717 082 - Simunye Area, OZWATINI, 3242 - *Ngidi*
729. Amogelang William Makgaka - 920217 5593 089 - 927 Mabye Section, LUKA, 0320 - *Molotsane*
730. Nimrod Mveli Ngcobo - 970329 5335 087 - Springvale Location, HIGHFLATS, 3306 - *Mthembu*
731. Katlego Emmanuel Tabogelo - 930805 5818 080 - 3 Uil Street, Newtown,, POSTMASBURG, 8430 - *Chwalane*
732. Thapelo Lydia Maila - 841010 0245 086 - House No 1241, Zone 1,, SESHGO, 0742 - *Thobejane*
733. Moloko Jeridah Moholola - 750717 0987 082 - Stand No 526, Sekakene,, BOTLOKWA, 0812 - *Ngobeni*
734. Nhlanhla Lucky Ngqungwana - 880119 6187 085 - Manyiseni Area, INGWAVUMA, 3968 - *Gulwako*
735. Maesela Godfrey Lekgoathi - 810709 5932 088 - 4831 Hlalefang Street, DIEPSLOOT, 2819 - *Matome*
736. Bongani Patrick Pula - 890121 5536 088 - 10857 Springbokpan, LICHTENBURG, 2740 - *Mazibuko*
737. Karabo Thomson Balekane Modiri - 961210 5499 084 - 143 – 11 Avenue, ALEXANDRA, 2090 - *Mdhluli*
738. Sithembile Ngomane - 930308 0958 084 - P O Box 106, ACORNHOEK, 1360 - *Mathebula*
739. Kedibone Sannah Setiiso - 760620 1076 087 - 1947 Extension 4, Kgakala,, LEEUDORINGSTAD, 2600 - *Majangaza*
740. Khethukuthula Prince Musawakhe Gumede - 990923 5791 087 - Kwamsane, MTUBATUBA, 3935 - *Mthethwa*
741. Pumela Lurcia Gwatyuza - 991214 1389 087 - 61 Indwe Street, Nu 3, Show Village, MOTHERWELL, 6001 - *Madubedube*
742. Dieter Kruger - 870609 5118 083 - Stand No 37 A, Brand Street,, PIET RETIEF, 2380 - *Meyer*
743. Heinrich Kruger - 890216 5064 089 - 13 West End, PIET RETIEF, 2380 - *Meyer*
744. Marlan Jacob Louwskitter - 890226 5132 083 - 5218 Mayisela Street, DUDUZA, 1496 - *Dakile*

745. Savir Pillay - 870522 5142 088 - 41 Drewstad Road, RESERVOIR HILLS, 4091 - *Ramnath*
746. Matshabela Herold Kgatla - 900327 5790 082 - Stand No 250, Unit G, Mankweng, SOVENGA, 0727 - *Mathabatha*
747. Modibe Wilson Kgatla - 910912 5874 081 - Stand No 250, Unit G, Mankweng, SOVENGA, 0727 - *Mathabatha*
748. Justin Ferreira - 970703 5009 084 - 11th Avenue 58, Kieserville,, LICHTENBURG, 2740 - *Appel*
749. Sindisiwe Rebecca Sibiya - 980524 0667 082 - Memorial Area, KWADUKUZA, 4450 - *Groening*
750. Thami Moses Malinga - 790228 6317 086 - Mzinlovu Area, RICHMOND, 3780 - *Mbele*
751. Elias Mahlomola Kekana - 770606 6196 085 - Stand No 408, Ramotse Village,, HAMMANSKRAAL, 0400 - *Matjeni*
752. Anthony Makweng Masehla - 781222 5914 085 - 106 Platklip, NEBO, 1059 - *Mabuza*
753. Meshack Ntu Ramadise - 771230 5619 085 - 658 Bogota Lane, Reedville,, SPRINGS, 1559 - *Seepe*
754. Siwafumene Mkululli Mtsakwe - 860818 5555 085 - Mnyameni Area, CENTANE, 4980 - *Dlulisa*
755. Maria Nonhlanhla Yilo - 930307 0499 081 - 22837 Extension 7, SOSHANGUVE, 0152 - *Nkosi*
756. Luzuko Noveve - 951011 6220 087 - Mnyameni Area, CENTANE, 4980 - *Mango*
757. Jappie Thulo - 910118 5278 089 - 174 Ethafeni Section, TEMBISA, 1632 - *Kgomo*
758. Thulani Donald Sindane - 950317 5804 081 - Stand No 708, Thembaletu,, KWAMHLANGA, 1022 - *Sibanyoni*
759. Emil Ridowaar Lintnaar - 810719 5077 081 - 11 Titus Street, WORCESTER, 6850 - *Lindnaar*
760. Hilton Paul Oor - 810201 5046 085 - 22 Waterboer Street, GRIEKWASTAD, 8365 - *Theron*
761. Brad Mario Scott - 790717 5235 083 - 22 Ruchill Road, DIEPRIVER, 7945 - *Ortstadt*
762. Alungile Matsali - 980418 5667 082 - Khwam Area, QUMBU, 5100 - *Mchiza*
763. Keletso Nthapamishe Mokabane - 981229 5725 088 - 1987 Sibiya Street, PHOLA, 2235 - *Malele*
764. Nasiphi Patiswa Jaffa - 980703 0318 082 - Maveshe Location, MURCHISON, 4240 - *Mveku*
765. Naledi Sibanda - 991201 0370 085 - 3671 Extension 22, Mzinoni, , BETHAL, 2310 - *Mosupa*
766. Thando Nhlakanipho Nhlapo - 990314 5521 080 - 1513 Siyabuswa Area, MOUTJANA, 0472 - *Mthombeni*
767. Johanna Kwele - 990703 1187 088 - House No 20331, Mandela Section,, MOGWASE, 0314 - *Mokobane*
768. Nomathamsanqa Mbeka - 990520 0458 082 - 882 Dikole Section, KATLEHONG, 1431 - *Dumo*
769. Jane Lesibana Tebogo Matome - 990607 0375 083 - 1796 Zone 1, SESHEGO, 0699 - *Mosomane*
770. Senukuli Magdeline Modiba - 990320 0691 083 - 2121 Tlakale Village, GA-MASHASHANE, 0743 - *Mothiba*
771. Nkabeleng Makhohlisa - 961102 0860 081 - 34 Koper Street, VREDENBURG, 7380 - *Captain*
772. Ithuteng Jacqueline Kabi Khashane - 570921 0615 085 - 86 Jan De Necker Road, NATURENA, 1700 - *Mpambani*
773. Karabo Thapelo Seitlamo - 900617 5397 080 - 298 Impala Street, Extension 2,, DRIEZIEK, 1700 - *Makoko*
774. Dineo Dorothy Maledu - 860807 0629 086 - House No 461, Leruleng Section, Lerome, SAULSPOORT, 0318 - *Tabane*
775. Bongumusa Lucas Hlungwane - 880525 6349 089 - 40 Anold Road, DURBAN, 4001 - *Mdakane*
776. Botlhale Lesedi Kalamore - 000112 5818 086 - 12 Hercules Street, Beaconsfield,, Kimberley, 8301 - *Mathobela*
777. Usinenhlanhla Ntuli - 000120 0145 082 - 1987 Mabaso Stand, Osizweni, 2952 - *Ntombela*
778. Kenneth Peterson Mbonani - 970210 5610 085 - 210 Empumelelweni, Extension 1,, Witbank, 1039 - *Mashabela*

779. Noncedo Interior Mkhize - 820504 0826 080 - Unit 244 Grand Central, 227 Main Road,, Wynberg, 7800 - *Khubisa*
780. Phindile Manana - 910509 0658 087 - 23355 Kgolo Lotsego Street, Etwatwa,, Daveyton, 1520 - *Lulwane*
781. Puseletso Mengoai - 981110 0459 081 - 70245 Makgongwana, Ga – makanye, 0727 - *Kgomoeswana*
782. Thabile Marko Tuswa - 820506 6288 082 - 829 Zone A, Zwelitsha, 5608 - *Ngcambaza*
783. Monwabisi Richard Kewuti - 800503 5952 085 - 4512 Oliver Tambo Drive, Samora machel, 7785 - *Ganyaza*
784. Romeo Sipho Khoza - 811214 5771 080 - 39246 Extension 18, Mnisi Avenue,, Mamelodi east, 0122 - *Ngobeni*
785. Ntombikhona Angeline Ndwandwe - 830210 0416 082 - Isithebe Area, Mandeni, 4490 - *Mahlolo*
786. Siyabonga Masinga - 810406 5603 088 - 4184 Umgwenya Street, Kingsburg west, 4126 - *Goqo*
787. Siyabonga Ngcobo - 820304 5413 087 - Nkelabantwana Location, Bulwer, 3244 - *Sosibo*
788. Mohlakaneng Fanafana Monareng - 891031 5920 084 - Po Box 307, Hazyview, 1242 - *Mokoena*
789. Lesesi Robby Ramone - 950903 5351 080 - Po Box 345, Ga Maponto,, Bochum, 0790 - *Masipa*
790. Mmanake Enid Phala - 941102 0722 088 - Tjatane, Sekhukhune, 1124 - *Seraki*
791. Thembelihle Bridget Shangase - 930509 0360 086 - Kwadabeka J 135, Pinetown, 3610 - *Ngcobo*
792. Glentin Sizwe Nyathi - 870905 5764 086 - Nkuthu Area, Ladysmith, 3370 - *Khumalo*
793. Sabelo Sizwe Gumede - 860628 5512 089 - 129 Rosestone, Granite Crescent,, Centurion, 0157 - *Ngiba*
794. Pinki Sphiwe Prudence Mahlangu - 921226 0330 081 - 4398 Extension 2, Peter Tosh,, Mhluzi, 1053 - *Msiza*
795. Ntokozo Pascal Madonsela - 920518 5123 086 - 13 Loerie Street, Crystal Park,, Benoni, 1515 - *Phakathi*
796. Koketso Masobe - 960801 0106 087 - 7682 Seme Street, Mhlakeng, 1759 - *Mpotoane*
797. Isaac Diteko Blom - 950122 5299 088 - 427 Donkerhoek, Bonitapark,, Hartswater, 8570 - *Lebang*
798. Thobeka Mbambo - 930127 0237 087 - 903 Zamani Informal Settlement, Umlazi, 4031 - *Shozi*
799. Justice Mabasa - 960126 5818 084 - Stand No 216, Makosha Village,, Giyani, 0826 - *Zitha*
800. Koketso Chauke - 890426 0390 088 - 12241 Tsakani, Mamelodi east, 0122 - *Hlongwane*
801. Ntokozo Phewa - 800102 5825 084 - F 211, Umlazi, 4031 - *Ntuli*
802. Muzi Michael Nkosi - 721225 5541 082 - Vuna Area, Nongoma, 3950 - *Zwane*
803. Mlamuli Kelly Nyandeni - 760705 5553 080 - M 2261 Section 7, Madadeni, 2951 - *Khuzwayo*
804. Olga Nompoti Ntlangla - 800110 0524 081 - 17504 Nkonomane Street, Extension 25,, Vosloorus, 1475 - *Madondo*
805. Madimetja Elmon Laka - 890120 5832 083 - 120227 Ga Mabuela, Mapela, 0610 - *Mashishi*
806. Nosipho Bongekile Gumede - 820906 1114 087 - 1310 Mlaba Village, Hammarsdale, 3700 - *Shozi*
807. Esau Benedict Mabuza Motsoenyane - 600615 5936 082 - 8543 Extension 5, Bophelong, 1911 - *Kubheka*
808. Tumelo Edward Ndube - 820729 5874 088 - 1755 J B Mafora, Bloemfontein, 9300 - *Mosioua*
809. Nicholas Itumeleng Titipana - 710913 5833 087 - 3104 Likole Extension 1, Katlehong, 1431 - *Ketso*
810. Senzo Ngcobo - 840110 5707 089 - B 73 Dd Transit Camp, Durban Road,, Mayville, 4091 - *Khoza*
811. Obed Kenneth Hlungwane - 880530 6139 084 - 2184 Section G, Mamelodiwest, 0122 - *Malindisa*
812. David Peterson Phungwayo - 760917 6035 088 - 3511 Etwatwa East, Daveyton, 1520 - *Mnisi*

813. Sibonelo Tshepo Chili - 950221 5986 080 - D/O Siyabuswa, Siyabuswa, 0472 - *Khoza*
814. Searth Thabang Monakali - 930213 5292 085 - 3123 Sebilane Street, Rockville,, Soweto, 1860 - *Benyane*
815. Sipiwe Nkosi - 900525 5318 081 - 1739 Ntshangeza Street, Emdeni south, 1868 - *Mngomezulu*
816. Simphiwe Sibisi - 960909 6757 082 - Ngwetshana Area, Nqutu, 3135 - *Mbatha*
817. Siyabonga Mtuseni Ziqubu - 980410 5794 081 - Savuya Area, Babanango, 3850 - *Dlamini*
818. Sihle Alex Ntombela - 971019 5108 084 - Denver Mans Hotel, Room 168,, Johannesburg, 2092 - *Mchunu*
819. Mfundo Ngwenya - 980403 6113 088 - No 664 Xaba Stand, Blaauwbosch, 2952 - *Khumalo*
820. Mvelo Nkosingiphile Mthembu - 980608 5408 087 - Kwavulamehlo, Nquthu, 3135 - *Jiyana*
821. Sbheka bona Sphesihle Sibiya - 930917 6352 082 - Po Box 6214, Nongoma, 3950 - *Mazibuko*
822. Minaar William Choenyane - 611122 5346 088 - Ga – Mashifane, Phokwane, 1059 - *Mashifane*
823. Malesela Christian Njakata - 820823 5345 080 - 62 Primrose Street, Villa Lisa,, Boksburg, 1459 - *Rapulane*
824. Thabang Francis Moagi - 880204 5864 080 - 7 Villa Toscana Stand No 1236, Ebbehout Street,, Chantelle, 0182 - *Thobejane*
825. Delani Desmond Mhlono - 850526 5537 084 - Po Box 7164, Ulundi, 3838 - *Zungu*
826. Berrington Mbhekiseni Biyela - 610407 5621 080 - B 622 Hubo Road, Kwa mashu, 4360 - *Mthiyane*
827. Hlengiwe Thandeka Gumede - 840812 1072 083 - Po Box 259, Esikhawini, 3887 - *Dlamini*
828. Xolani Fortune Mtshali - 810308 5485 088 - Po Box 81160, Empangeni, 3882 - *Dlamini*
829. Mpendulo Njwabu - 820709 5980 085 - 116 Nick Ferrera, Sasolburg, 1947 - *Nobeqwa*
830. Daniel Chauke - 880913 5727 085 - 1522 Block Tt, Soshanguve, 0152 - *Maswanganye*
831. Thulisile busisiwe Aphile Ntanta – 850416 0788 082 – and a minor child – Mpho Liyema Ayabonga Ntanta – 080131 0426 086 - 39 Tennyson Street, EAST LONDON, 5201 - *Madikiza*
832. Sifiso Isaac Ncube – 820622 6138 084 – and a minor child – Luyanda Amahle Ncube – 070405 1569 082 - Mahlakwe, MBAZWANA, 3974 - *Mnguni*
833. Tandazile Octavia Mxadi – 851211 0951 080 – and a minor child – okunene Mxadi – 120607 1179 081 - Mqwangqweni Area, FLAGSTAFF, 4810 - *Thena*
834. Debra Mamoganeng Mabiseng – 770507 0519 084 – and a minor child Promise Mabiseng – 040111 0847 084 - Stand No 698, Mohlalaotwane,, GA RAKWADI, 1068 - *Madiseng*
835. Mahlodi Alpheus Makhura – 620503 5834 083 – and your wife – Muelwa Elizabeth Makhura – 721130 0396 088 - P O Box 130, RADITSHABA, 0718 - *Rampa*
836. Nokulunga Michelle Cele – 810107 0392 087 – and your wife – Sandile Clayton Cele – 800101 5341 084 - Flat 35 Mariandale, Amanda Place,, MARIANHILL PARK, 3609 - *Zondi*
837. Michael lungani sikhosana – 570714 5845 082 – and you wife – Fikile Lephinah Sikhosana - 550921 0545 088 - - P O Box 367, CLERNAVILLE, 3602 - *Mtanti*
838. Kgomo tso jood- 840626 0367 082 – and a minor – Neo Tshegofatso Jood – 090929 0094 087 - 4996 Motswenemi Street, KRUGERSDORP, 1754 - *Rapelego*
839. Ditau Dickson Motsamai – 570302 5845 086 – and your wife – Motshidisi Mary Motsamai – 601223 0780 081 - 3694 Section H, PALM SPRINGS, 1984 - *Mogapi*
840. Wilmont Olebogeng Kgathane – 770104 5604 085 – and your wife Ipeleng Gloria Kgathane – 811021 0519 087 - 40 Jabula Street, Galeshewe,, KIMBERLEY, 3345 - *Scheepers*

841. Nontyatyambo Mbarane 810319 0790 083 – and two minor children - Sinelizwi Liyema Mbarane – 080316 1494 080 – Ayola Mbarane – 121212 1420 087 - S 3383 Joe Slovo, Zone 31,, Langa, 7455 - *Sowazi*
842. Tabisa Seyo – 810715 0699 085 – and two minor children – Owam Seyo – 100514 5578 082 – Luyolo Seyo – 100514 5578 082 - Ngxogi Area, NGCOBO, 5050 - *Khobocwana*
843. Nokululeko Portia Zulu – 900622 0723 082 – and a minor child Samukele Gift Zulu – 101222 6210 080 - P O Box 1416, CAROLINA, 1185 - *Maseko*
844. Mantsha Margaret Miyambo – 790921 0960 089 – and two minor children – Katlego Excellent Miyambo – 110522 5660 089 – Thoriso Confidence Miyambo – 170221 1027 081 - Private Bag X1007, TZANEEN, 0850 - *Moroathsehl*
845. Mogorosi Daniel Mautswe – 680413 5538 089 – your wife – Maria Spongile Mautswe – 710929 0658 089 – and a minor child Kefilwe Lebogang Mautswe – 001114 0606 085 - 6811 Exebsuib 3, Paardekraal,, RUSTENBURG, 0300 - *Morupisi*
846. Mamoipone Adelaide Matsaneng – 810128 0518 083 – and two minor children – Reitumetse Matsaneng – 080224 0240 084 – Karabo Matsaneng – 061130 5167 086 - 1490 Zone 6, Extension 3,, SEBOKENG, 1983 - *Ntshingila*
847. Zola Terrence Nkosi – 750322 5790 084 – your wife – Penelope Thembelihle Nkosi – 760901 0811 082 – and two minor children – Lindelwa Mlondolozzi Nkosi – 020118 5259 086 – Luthando Nsikelelo Nkosi – 080731 5170 082 - U534 Umlazi Township, UMLAZI, 4031 - *Mzimela*
848. Kgethakgotso Gcina Phahla – 890315 6310 085 – your wife – Nomfundo Patience Phahla – 900117 0567 084 – and two minor children – Thato Lwethuthando Phahla – 160927 5886 080 – Tumelo Siphile Phahla – 140728 6186 081 - 2335 Kwamakhutha Township, AMANZIMTOTI, 4126 - *Shabalala*
849. Mashau Collins Madzhie – 800131 5278 085 – your wife – Marsha Madzhie – 831223 0643 083 – and two minor children – Phathutshedzo Mashau Madzhie – 110301 5648 083 – Akonaho Uhone Madzhie – 140920 5409 081 - 52521 Arundo Estates, The Reeds,, CENTURION, 0157 - *Nematandani*
850. Sabata Kaizer Tjama – 711219 5535 089 – your wife – Xoliswa Tjama – 700316 0685 084 – and three minor children – Shadrack Emmanuel Nkosana Tjama – 040502 5280 083 – Siviwe Winnifred Tjama – 100104 0261 080 – Sphosethu Felicia Tjama – 010331 0449 089 - 405 Seeixville, KROONSTAD, 9499 - *Jama*
851. Nompilo Suzan Mpekula – 780623 0670 088 – and five minor children – Luyanda Mpekula – 040921 5573 083 – Sanele Mpekula – 120224 5775 086 – Phumelele Mpekula – 140912 0843 083 – Sinazo Mpekula – 060513 0118 082 – Simphiwe Mpekula – 010402 5651 084 - Hombe Area, LUSIKISIKI, 4820 - *Maliehe*
852. Modisaotsile Paul Mokgatla – 751128 5482 088 – your wife – Masello Charlotte Mokgatla -800907 0513 083 – and three minor children – Reitumetse Mokgatla – 050502 0079 081 – Rebaone Mokgatla – 120530 0392 085 – Oreabetse Mokgatla – 160406 5380 08932 b summit view estate - 32 B Summit View Estate, MIDRAND, 1685 - *Modise*
853. Jabulani Jacob Mfuni – 740926 5368 080 – tiyr wife – Rosinah Dikeledi Mfuni – 771227 0616 082 – and three minor children – Karabo Johannes Mohale 040930 5134 085 – Ofentse Thomas Mohale – 020830 5830 084 – Aubrey Sqaba Mohale 100409 5800 083 - 6234 Section R, MAMELODI, 0122 - *Zwane*

DEPARTMENT OF HOME AFFAIRS

NO. 494

18 MAY 2018

ALTERATION OF FORENAMES IN TERMS OF SECTION 24 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1992 (ACT NO. 51 OF 1992)

The Director-General has authorized the following persons to assume the forename printed in *italics*:

1. Khomotso Peter Seema - 681226 5547 085 - Stand No 493, Ga Matlala, GA SEEMA, 0748 - *Mochedi Khomotso*
2. Leah Motlagomang Tladi - 850717 0475 087 - 9085 Setlopo Village, MAFIKENG, 2745 - *Leah Masingoaneng*
3. Teboho Piet Mokoena - 851221 5725 082 - 8406 Zone 7 A, SEBOKENG, 1983 - *Hlompho Victor Judah*
4. Margaret Makarabane Bodiba - 721206 1017 087 - 327 Zone 1, Kutlwano, MOKOPANE, 0626 - *Margaret Wendy Makarabane*
5. Oconnorr Secunda Sompofu - 870821 0990 081 - Zimbane Area, MTHATHA, 5099 - *Cwenga*
6. Mamokete Madonna Masemola - 870902 1219 082 - P O Box 11, MAKADIKWA, 1062 - *Mamokete Marope*
7. Marcia Nzuza - 810311 0880 089 - 2824 Gull Castle Place, NEW LANDS WEST, 4037 - *Siziwe Marcia*
8. Mokgadi Sarah Mohale - 761017 0279 086 - Ramoadi, MOKGOPO, 0802 - *Lethabo Sarah*
9. Nyazwako Lucky Mabe - 820616 5665 089 - 10035 Mokwete Village, JANE FURSE, 1085 - *Monnathebe Lucky*
10. Nomasonto Pretty Myeni - 860413 0654 081 - 92 -10th Avenue, ALEXANDRA, 2090 - *Pretty Amanda*
11. Tholwaphi Maureen Biyela - 731009 0288 081 - C 166 Mzomusha Road, Bester, INANDA, 4309 - *Ntombifuthi Maureen*
12. Judas Oupa Msiza - 780628 5783 083 - 44 Mtetwa Street, KWA THEMA, 1575 - *Judah Oupa*
13. Fikisiwe Judith Juddy Ndlovu - 830304 0987 083 - 691 Inanda Glebe, INANDA, 4310 - *Fikisiwe Judith*
14. Mary Mmadira Lebelo - 650210 0918 084 - 4010 Unit D, Extension 6, TEMBA, 0407 - *Mary Marinki*
15. Alita Eulanda Sehlabela - 790907 1082 080 - Stand No 2166, BHEKISWAYO, 1242 - *Alucia Eulanda*
16. Legohla Buti Simon Malaka - 690312 5337 088 - 501 Unit T, MABOPANE, 0190 - *Maholaudi Buti Simon*
17. Thembelani Waltermade Nxesi - 590609 5740 083 - 134 Karee Street, Noordwyk, MIDRAND, 1687 - *Thembelani Waltermade Thulas*
18. Moshibudi Hellen Malatje - 890801 1153 083 - 1749 Zone 5, 1749 Zone 5, SESHEGO, 0742 - *Tumisho*
19. Khalasiphi Kresta Hlatshwayo - 891126 0288 089 - Stand No 6863, Eziphanzini, PIET RETIEF, 2350 - *Nonkululeko Kresta*
20. Aaron Banana Mpila - 890522 5160 086 - Stand 04, NHLAZATSHE, 1192 - *Aaron*
21. Assistance Superman Nkosi - 771010 7164 086 - Standn 1b, Augusta Street, Pollar Park, SPRINGS, 1256 - *Ramano Wisdom Assistance*
22. Ntswaki Lobisa Gaoneoe - 820605 1231 087 - 2609 Utltwanang Location, CHRISTIANA, 2680 - *Ntswaki Louisa*
23. Rampotseng Tshepo Mokono - 820411 5578 080 - 1040 Greenside, KGABALATSANE, 0208 - *Tshepo*
24. Esther Kgasi - 810422 0647 087 - 10234 A Poka Street, ORLANDO WEST, 1804 - *Setshego*
25. Mpumelelo Sibanda - 860604 0541 084 - Stand No 70 A B, Swalala, KABOKWENI, 1245 - *Mpumelelo Sheron*
26. Mzochithwayo Godfried Nzimande - 631103 5630 081 - M1163 Ziggaje Road, UMLAZI, 4066 - *Muzobonginkosi Godfried*
27. Nimrod Karabo Mpogeng - 860321 5442 081 - 693 Gobon Street, Chief Albert Luthuli Park, DAVEYTON, 1520 - *Nave Karabo*
28. Nonyamezelo Gqada - 820207 0958 081 - 2535 Watergans Street, Khayamandi, STELLENBOSCH, 7600 - *Nonyamezelo Precious*
29. S'lindile Myeni - 870224 0613 086 - 2417 Ilanda Road, Welbedatch West, CHATSWORTH, 4073 - *S'lindile Precious*
30. Lolly Sandra Modika - 850612 0526 080 - Driekop, BURGERSFORT, 1150 - *Molebogeng Dolly Sandra*

31. Kamogelo Masonganye - 991016 0614 088 - 20086 Mahlabo Village, BAKENBERG, 0633 - *Pertunia Kamogelo*
32. Bongani Nkosi - 980619 5310 082 - B2973 Ubukhwebezane Street, EZAKHENI, 3381 - *Bongani Philasande*
33. Xoli Mbatha - 940921 0568 089 - 110 Protea Drive, LADYSMITH, 3370 - *Sthandiwe Xoli*
34. Themba Christopher Hlatshwayo - 940317 6003 082 - Roosboom, LADYSMITH, 3370 - *Themba Siphamandla*
35. Kerapetse Gloria Modise - 890817 0481 085 - V19 Tlakgameng, VRYBUG, 8600 - *Keorapetse Mannyana*
36. Monicah Ntokozo Mziyako - 820111 1008 088 - 615 Jeppes Reef, SHONGWE MISSION, 1331 - *Monicah Thokoza*
37. Madumetja Klaas Mabote - 850718 5809 080 - Rhulani Flat 22, 596 Tom Claridge, Philip Nel Park, PRETORIA WEST, 0183 - *Mphai Klaas*
38. Tebobo Mabena - 890823 6228 082 - 10 Reef Acres, 8 Myrtle Road, Krugersrus, SPRINGS, 1551 - *Tebogo*
39. Mbali Maila - 860924 1316 082 - 13 Phakoe Street, ATTERIDGEVILLE, 0008 - *Mbali Precious*
40. Junius Mokibelo Mashala - 891005 5440 087 - 164 Millineum Park, MAPELA, 0610 - *Junius Malakias*
41. Nomanani Portia Maqhula-Mbambeni - 831101 1051 086 - Makhwababa Area, COFIMVABA, 5380 - *Portia Likhaya*
42. Rinaldo Francisco Lobo - 861102 5068 087 - 972 17th Avenue, WONDERBOOM SOUTH, 0084 - *Ronaldo Francisco*
43. Tlhophago Willard Lebyane - 820625 5845 088 - 1078 Qhina Street, Zone 14, KWAGUQA, 1282 - *Tshepo Willard*
44. Sinah Mmasame Huma - 831010 0546 089 - 12126 Block X Extension, MABOPANE, 0190 - *Jacqueline Sinah Mmasame*
45. Nyembezi Alfred Nelie - 880914 5333 080 - Phumlani, INDWE, 5445 - *Akhona*
46. Nompumelelo Mbalenhle Tshabalala - 991026 0727 087 - A2501 Ward 11, OSIZWENI, 2940 - *Mbalenhle Nompumelelo*
47. Hlompho Chuene - 991005 5579 081 - Leshikishiki, GA CHUENE, 0735 - *Hlompho Matsobane*
48. Johannes Thulani Lucas Maseko - 990323 5528 086 - 3630 New Stand, Phola, OGIES, 2233 - *Thulani Johannes Lucas*
49. Mandisa Mkhombo - 990729 1138 086 - 4006 3rd Avenue, Rietvaller, Extension 2, MOGALE CITY, 1754 - *Mandisa Precious*
50. Pumla Kubheka - 991116 1038 087 - Enkunzi, WASBANK, 2920 - *Minenhle Pumla*
51. Simangele Joana Maseko - 840816 0776 081 - Stand 9, KABOKWENI, 1245 - *Simangele Gugu Joana*
52. Natasha Dollie - 880330 0311 080 - 41 Dunes Single, Colorado, MITCHELLS PLAIN, 7784 - *Nuhaa*
53. Marlize Kim Solomon - 880112 0084 085 - 23 Autumn Street, Green Haven, Athlone, CAPE TOWN, 7764 - *Mishkah*
54. Yogisha Parmanand - 870612 0134 089 - 7 A-36th Avenue, Umhlathuzana Township, CHATSWORTH, 4092 - *Tasmika*
55. Ngokoana Matsebane - 850901 0955 088 - P O Box 7820, MANTHATA, 0788 - *Ngokoana Adelaide*
56. Magwegwe Thulani Mbanjwa - 981230 5705 088 - 2418 Katbos Street, RANDFONTEIN, 1760 - *Thulani*
57. Congratulation Chauke - 990629 5750 086 - 108 Mountain View, GRASMER, 1633 - *Congratulation Vukona*
58. Nozipho Sonile Mdlovu - 970707 1258 082 - P O Box 540, EKOMATIPOORT, 1340 - *Nozipho Beatrice*
59. Thomas Andrew Sokolich - 930709 5102 083 - 45 Irvine Road, Bonnie Doon, EAST LONDON, 5241 - *Austin*
60. Kgothatso Jackson Malesa - 961110 5707 082 - 31 Monatlou Street, LOTUS GARDENS, 0008 - *Leapole Jackson*
61. Mishi Bokwana - 960710 1097 080 - 15813 Nobuhle Street, STRAND, 7140 - *Michelle*
62. Petro Grundling - 630806 0094 084 - 6 Shongvila, Lambert Road, PORT ALFRED, 6170 - *Hendrieka Petronella*
63. Ketshepile Ntunge - 990326 1070 086 - 3830 Owen Madikana, DELFT, 7100 - *Ketshepile Aseza*

64. Bofelo Thsepang Mmole - 991229 5058 082 - 6930 Unique Houses, Phahameng, BLOEMFONTEIN, 9323 - *Tshepang Bofelo*
65. Exellent Katlego Nkgwang - 991004 5590 081 - 38008 Freedom Square, BLOEMFONTEIN, 9323 - *Excellent Katlego*
66. Charity Hape Moliea - 950127 0755 083 - 333 Masito Street, Bochabela, BLOEMFONTEIN, 9323 - *Relebohile Charity*
67. Paballo Matabane - 960611 5380 086 - 3310 Zone B, LEBOWAKGOMO, 0737 - *Mathopatona Paballo*
68. Ntethelelo Shelter Shamase - 960106 1056 087 - 23 South Rand Road, SOUTH HILL, 2197 - *Pamela Ntethelelo*
69. Richard Stanley Brown - 570928 5016 086 - 2 Bamboesbert Street, ELDORADO PARK, 1811 - *Ebrahim*
70. Selvarus Anthony Christian - 510509 5128 080 - 96 Montagu Road, MONTA VISTA, 7460 - *Silvanus Anthony*
71. Rachel Ellen Higgins - 520207 0103 087 - 76 Baakens Road, PRIMROSE PARK, 7764 - *Rushdiyyah*
72. Samuel Godfrey Hurling - 520626 5031 086 - V2 7th Avenue, VALHALLA PARK, 7490 - *Sulayman*
73. Amurtharunjidum Kuppasamy - 521012 0656 087 - 2654 Gousblom Street, Extension 2, LENASIA SOUTH, 1829 - *Evelyn Amurtharunjidum*
74. Jors Januarie - 531006 5107 086 - Oak Street 2, SWELLENDAM, 6740 - *George*
75. Jan Steenkamp - 560101 5018 088 - Sandfontein, CITRUSDAL, 7340 - *Jacob*
76. Ntombebandla Primrose Mbuli Mbuli - 640927 0966 085 - Sokapase Area, QAMAKWE, 4990 - *Ntombebandla Primrose*
77. Zanele Khawula - 650223 0233 081 - 13 Kosmosdaal, Extension 9, CENTURION, 0157 - *Zanele Philisile Dorcas*
78. Thusang Motloung - 910610 5562 082 - Ndatshana Area, NQUTHU, 3135 - *Thusang Petros*
79. Rahima Mngwengwe - 490309 0624 082 - C C B223, UMLAZI, 4031 - *Vuyiswa Princess Rahima*
80. Edgar Chabalala - 841017 5382 087 - 49 Alexandra Street, Plumridge, Berea, JOHANNESBURG, 0921 - *Matome Edgar*
81. Dineshree Umarnath Pillay - 770417 0109 086 - 20 Seahaven Place, Foresthaven, PHOENIX, 4068 - *Dineshree*
82. Lyncia-Lauren Dear - 871211 0235 084 - 1758 Cosmos Road, Extension 23, FLUERHOF, 1709 - *Leyya*
83. Leshata Moetanalo Malaka - 841220 6128 083 - Stand No 108, Uitspanning A, DENNILTON, 1030 - *Shati Moetanalo*
84. Mpitsane Derrick Seloma - 790606 6136 087 - Stand 310, Masetlaneng G, GA PHAAHLA, 1064 - *Sengalela Derrick*
85. Katiso Mcanda - 990317 5636 089 - Stand 130, Hope Street, BIZANA, 4800 - *Katiso Lonwabo*
86. Mathapelo Tshale - 981005 0051 088 - 40 Mogale Street, DIFATENG, 1632 - *Madimetja Mathapelo Letshela*
87. Waylynn Warren Cooper - 980425 5035 087 - 30 Visser Crescent Tuscan Glen, BLUEDOWNS, 7100 - *Waylen Damon*
88. Zoé Britton - 571207 0187 088 - House 14, For Ever Resort, BADPLAAS, 1190 - *Rianamari*
89. Kgoane William Masemola - 700125 5515 083 - Stand 4495, Masemola Village, MASEMOLA, 1060 - *Lethoke William*
90. Mvuyisi Gibisela - 740310 5262 082 - 553 Momoti Street, Duncan Village, EAST LONDON, 5201 - *Steve Mvuyisi*
91. Beatrice Katekani Tivani - 850129 0471 084 - Inchanga Road, Fourways, CEDAR ACRES, 2191 - *Ziya Katekani*
92. Vusumuzi Mochai - 920103 5571 087 - 395 Ekangala Section A, DARK CITY, 1020 - *Vusi Isaac*
93. Peter Sibusiso Zulu - 681130 5518 080 - 150 Commissioner Street, JOHANNESBURG, 2000 - *Dambuza Simangaliso*
94. Philemon Dlamini - 530910 5472 088 - J99 Mbalane Road, UMLAZI, 4066 - *Phelelani Philemon*
95. Magdalena Jacoba Haasbroek - 570113 0100 082 - P O Box 109, BARRYDALE, 6750 - *Manda*
96. Averil Lavona Van Wyk - 720218 0221 082 - 13 Wooddale Close, Hunters Manor, OTTERY, 7800 - *Avril Lavona*

97. Bernedine Mary Witten - 730217 0158 086 - 50-13th Street, Kensington, Maitland, CAPE TOWN, 7405 - *Maryam*
98. Madeline Stander - 710930 0066 083 - 21 St Avenue Number 34, MOSSEL BAY, 6500 - *Madeline Marais*
99. Chadwel Brendon Groenewald - 730524 5183 088 - 11 Hippo Avenue, ZEEKOEI VLEI, 7941 - *Shéth*
100. Dhanasagrie Kuppusamy - 740324 0194 083 - 2654 Gousblom Street, Extension 2, LENASIA SOUTH, 1829 - *Sharon Dhanasagrie*
101. Sharlott Theresa Fritz - 630505 0173 084 - No – 12 Elektra Crescent, Eureka Estate, ELSIES RIVER, 7490 - *Shakeerah*
102. Natasha Meder - 740911 0201 080 - 21 Cavalry Way, Westride, MITCHELLS PLAIN, 7798 - *Natasha Tess*
103. Queenie Albertina Jacobs - 640317 0169 080 - 3 Bertina Road, Buffalo Flats, Vergenoeg, EAST LONDON, 5209 - *Ikhlaas*
104. Quinton Jerome Gouws - 581213 5169 087 - 41 Golf Street, Beacon Valley, MITCHELLS PLAIN, 7785 - *Ebrahim*
105. Maria Cornelia Samuelson - 681028 0011 087 - 13 Big Charles Street, Mooikloof, PRETORIA, 0181 - *Marici Maria Corneli*
106. Matronko Anastasia Maleka - 811025 0442 083 - 1002 Phuthadijhaba, WITSIESHOEK, 9870 - *Anastasia*
107. Mamodulo Brenda Rampedi - 860209 0958 088 - 10 Paragon Street, Extension 34, IVORY PARK, 0669 - *Ngwanaphaleng Brenda*
108. Mathapelo Lebepe - 870823 0761 082 - 199 Makgodu, GA RAMONGOANA, 0700 - *Mathapelo Mokibelo*
109. Keleapere Rebecca Mogaki - 860211 0489 080 - 1904 Masiane Street, SOWETO, 1868 - *Keleapere Rebecca Kelebogile*
110. Pholoholo Nelson Gwate - 820830 5734 080 - 10257 Gataote Village, TAUNG, 8593 - *Bokamosho Nelson*
111. Boitumelo Magdeline Mphela - 970418 0289 082 - 155 Lowen Ntuli Street, No 11 Adelhof Flats, MIDDELBURG, 1050 - *Boitumelo*
112. Christinah Gabasile Gwebu - 921228 1049 082 - 127 Kanana, HAMMANSKRAAL, 0400 - *Christinah Gabisile*
113. Lunga Gubela - 980419 5596 081 - Colosa Area, Komkhulu, DUTYWA, 5000 - *Okuhle Lunga*
114. Mmathabo Nancy Mohlatole - 980512 0627 081 - P O Box 6082, BOLOPA, 0245 - *Rarane Betty*
115. Ntokoto Lizzan Mahumani - 920211 1328 087 - Nwamatatani, KHOMANANI, 0933 - *Ntokoto Leezzan*
116. Zandile Shelembe - 960803 0546 080 - Nyamvubu Area, GREYTOWN, 3250 - *Andile Anele Nonjabulo*
117. Nontyatyambo Ulana - 680307 0817 086 - 9872 Golf Couse, KING WILLIAMS TOWN, 5640 - *Nontyatyambo Blossom*
118. Franscau Dyers - 681024 5237 082 - 1106 Gladiola Street, WINDHOEK, 9000 - *Franz Ivan*
119. Fabian Ariefdien - 680807 5914 085 - 17 Liederman Street, Clarke Egtate, ELSIES RIVER, 7490 - *Fagmie*
120. Ayabonga Bethwell Nxibi - 790615 5590 087 - 11 Selborne Place, Monte Carlo Street, Uitzicht, DURBANVILLE, 7550 - *Ayabonga*
121. Tebogo Cordelia Funky Mashile - 750922 0476 082 - 5851 Khureng Street, MHLUZI, 1050 - *Tebogo Lesego*
122. Kedibone Phele Annah Maubane - 990212 0265 085 - 513 Luthuli Park, Phase 1, SESHEGO, 0742 - *Lebogang Pearl*
123. Kgotso Magolela - 990711 0148 084 - 14900 Extension 76, SESHEGO, 0742 - *Kgotso Mogotladi*
124. Dzunisani Brsaly Shivuri - 991206 5717 081 - 128 Tim Nghalalume, GIYANI, 0826 - *Dzunisani Bresly*
125. Deborah Bukasa - 990719 0622 081 - No 1 Pine Street, IRENEPARK, 2571 - *Nyemba Deborah*
126. Lufuluvhi Rasifudi - 841218 0485 087 - Tshikuwi, DZANANI, 0925 - *Dakalo Marie*
127. Siphephelo Nosizo Nxumalo - 000125 0649 082 - Sovane Area, NONGOMA, 3950 - *Siphesihle Nosizo*
128. Deceive Mabasa - 980228 5540 084 - P O Box 1881, MALAMULELE, 0982 - *Mfumo Dominic*
129. Nomonde Mbali - 981222 0041 080 - 8 Brunsfelsia Street, Arconpark, VEREENIGING, 1939 - *Nomonde Neliswa*

130. Sayina Hlangwani - 951215 1000 085 - Stand 418, Risavulani, GIYANI, 0826 - *Marcia*
131. Mmamolato Mmabatho Rapetswa - 420715 0393 087 - 3406 Leboneng, HAMMANSKRAAL, 0401 - *Francina Mmabatho*
132. Mabjalwa Constane Mohlaloganyi - 000129 0223 088 - P O Box 1489, GA KGAPANE, 0838 - *Mabjalwa Maite Constance*
133. Andrew Mofundi Mothupi - 900622 5294 089 - 10746 Molepe Street, Extension 6, Ikageng Location, POTCHEFSTROOM, 2531 - *Lehlohonolo Andrew*
134. Lindelwa Khuzwayo - 841219 0367 085 - 1145 Emaqeleni Unit J, Imbali, PIETERMARITZBURG, 3201 - *Lindelwa Samkelisiwe*
135. Cumile Dyasi - 000213 0654 086 - 5840 Calebmotshabi, BLOEMFONTEIN, 9323 - *Mamello Cumile*
136. Ngoato Absalom Matemane - 951109 5499 080 - 2261 Jaakfibeub, Extension 4, Sunfish Street, MIDRAND, 1685 - *Makgale Absalom*
137. Andrew Riba - 910925 6038 084 - No 402 Kings Way, Bhungane Street, BENONI, 1501 - *Majaha Andrew*
138. Honisi Ndlovu - 961017 5577 086 - Private Bag X4007, TZANEEN, 0850 - *Adolf Honisi*
139. Andiswa Gosani - 910129 0510 087 - 106 Nocwalazi Drive, Ilitha Park, PORT ELIZABETH, 6211 - *Andiswa Phatheka*
140. Nonkululeko Leya Masombuka - 940502 1017 084 - Stand No 1950, KWAGGAFONTEIN, 0458 - *Nokuthula Leah*
141. Vusi Koos Skhosana - 730912 5857 084 - 3733 Block 4, Molot South, KWAMHLANGA, 1022 - *Mamukwa Vusi Koos*
142. Thabang Mangala - 990514 5413 085 - Caguba Area, PORT ST JOHNS, 5120 - *Onke Thabang*
143. Johannes Kresi Skhosana - 990912 5101 082 - 260 Magagula Street, Enxuweni Section, TEMBISA, 1632 - *Sphelele Johannes Kresi*
144. Karabo Disebo Mamaile - 910429 5501 085 - 26894 Extension 8, MAMELODI EAST, 0122 - *Karabo Disego Segoditau*
145. Mapeane Clement Malapane - 911026 0242 084 - 936 Block U U, SOSHANGUVE, 0152 - *Mamosa Mosa Clememtia*
146. Kabelo Casius Moloi - 931212 5154 088 - 1322 Tladi Ntshunyane Street, SOWETO, 1818 - *Kabelo Casius Lesimola*
147. Thlamaga Precious Mahlangu - 950405 0287 087 - 580 Mahabane, Lynnville, EMALAHLENI, 1039 - *Precious Rebecca*
148. Lifalakhe Ntlembeza - 810425 5883 086 - 31 Atbara Street, EINHOFEN, 7100 - *Lifalakhe Arthur*
149. Mmita Dinah Mpye - 681209 0722 085 - 237 Moedi Section, TEMBISA, 1632 - *Busisiwe Mmita Dinah*
150. Kleinbooi Mogoroshi Aphane - 880709 5411 088 - 275 Dignale A, MBIBANE, 0448 - *Kgomotso Mathibela*
151. William Molopo - 891029 6049 085 - Stand 2027, MAGANAGOBUSWA, 0470 - *Puleng William*
152. Phumzile Julia Tshabalala - 871004 1063 088 - 1041 Makhanya Street, OSIZWENI, 0952 - *Phumzile Portia*
153. Thabang Mabaso - 820514 5889 082 - 441579 Area 13, UMGABABA, 4126 - *Thabang Tshepiso*
154. Anthony Dixon Dube - 740212 5340 084 - 380 Francolin Drive, Bakerton, SPRINGS, 1559 - *Mxhakaxhaka Dixon*
155. Malehlohonolo Nkotoe - 870805 0941 087 - 4 Fraser, WITPOORTJIE, 1924 - *Chloe Lucky*
156. Nolufefe Maqungu - 800825 0585 085 - 15 Evans Street, Forest Hill, JOHANNESBURG, 2190 - *Nolufefe Carol*
157. Moses Ngozi Hlubi - 720229 5614 080 - 10755 Nguna Street, Zone 7 B, SEBOKENG, 1983 - *Moses Siphwiwe*
158. Ntombodumo Alicia Tshayiviti - 750905 0719 080 - 56305 Ntlanzi Street, KUYASA, 7784 - *Nodumo*
159. Tsepiso Mtotywa - 980222 5914 084 - B380 Bhenayo Street, KHAYELITSHA, 7784 - *Tsepiso Elam*
160. Surprise Piet Lwazi Mnisi - 980803 5555 082 - Stand No 1332, DAANTJIE, 1216 - *Surprise Lwazi*
161. Kedibone Pauline Leshiba - 900110 0735 082 - House No 9714, Extension 44, POLOKWANE, 0699 - *Dineo Pauline*
162. Patrick Kubjana Mahlase - 960531 5046 083 - 12848 Ivory Park, Extension 10, Morogorogo Street, MIDRAND, 1685 - *Lesego Patrick*

163. Ofentse Solomon Somolekane - 980119 5591 088 - 3773 Motthamme Section, THABONG, 0263 - *Ofentse Timothy*
164. Chante Angelique Wyllie - 940223 0456 088 - 52 Lamond Count, HANOVER PARK, 7780 - *Nazeeyat*
165. Shaleen Lottering - 710423 0275 086 - 22 Loff Street, Rodewal, WORCESTER, 6850 - *Shamielha*
166. Marcia Koketso Mosoma - 920910 1044 087 - 6744 Extension 5, LANGAVILLE, 1550 - *Marcia Koketso Madimabe Lydia*
167. Amanda Sikhahlane - 940305 5900 085 - Nyanisweni Location, HARDING, 4680 - *Ayanda*
168. Sinenhlanhla Moshotsi - 971027 0077 089 - 13 Gesina Street, Oberholer, CARLETONVILLE, 2499 - *Thuto Sinenhlanhla*
169. Kedibone Erida More - 461109 0484 080 - 1 Snavalley, PIMVILLE, 1809 - *Kedibone Freda*
170. Phuti Virginia Tsipa - 840427 1174 084 - Stand 142, Makweya Village, MOLETJIE, 0709 - *Phuti Precious*
171. Mamotshabo Magdelilne Mabe - 840501 0731 084 - Stand 7289/38, Extension 4, SOSHANGUVE EAST, 0152 - *Motloganeng Moreteadi*
172. Nashata Gaffoor - 961003 0053 083 - 6 Summer Place, KIRSTENHOF, 7445 - *Nasheeta*
173. Terence Petrus Quaintmere - 851026 5020 081 - 43 Gem; Beuers, SECIMDA, 2302 - *Terence Malcolm*
174. Gloria Seephehlo - 910826 0994 084 - 16105 Extension 15, JOUBERTON, 2570 - *Lerato Gloria*
175. Halalisiwe Sibiya - 850927 0868 088 - P O Box 100, NONGOMA, 3950 - *Halala Londeka*
176. Magrieta Denita Opperman - 800305 0204 086 - 29 Seemeeu Singel, EERSTERIVIER, 7100 - *Yolandi*
177. Marumo John Mothapo - 670512 5338 085 - P O Box 3358, POLOKWANE, 0700 - *Marumo Mankhubu*
178. Mamalope Bakang Mogudi - 850428 0878 086 - 168 Block R, SOSHANGUVE, 0152 - *Bakang*
179. Mildred Maringa - 830213 0902 085 - 373 Ga Rankuwa, Mogase Street, Zone 1, GA RANKUWA, 1868 - *Tsatsawane Mildred*
180. Modiegi Obedina Zwane - 660921 0759 082 - 21 Palmboom, Extension 4, GEELHOUTPARK, 0209 - *Lebogang Obadiah*
181. Israel Senele Mgege - 840401 5624 089 - Makhwezini Reserve, EMPANGENI, 3880 - *Sanele*
182. Sherley Loveness Mthethwa - 750101 1681 087 - Stand No 168, MSOGWABA, 1215 - *Sherley Happy Loveness*
183. Mmaphuti Paulinah Moutlane - 830605 0924 086 - 3053 Shakwane Street, TEMBISA, 1630 - *Mmaphuti Pauline*
184. Mbengeni Khanye - 630722 0233 087 - 860 Rakosa Street, DUDUZA, 1496 - *Mbengeni Elizabeth*
185. Solomon Shobane Dube - 671005 5425 084 - 94-11 Avenue, ALEXANDRA, 2090 - *Zeri*
186. Nthengiseni Betty Balibali - 771104 0756 087 - 1479 Vilakazi Street, MASIPHUMELELE, 7975 - *Betty*
187. Martha Phindile Ntuli - 650312 0532 087 - 377 Block H, SOSHANGUVE, 0152 - *Phindile Martha*
188. Mazola Sakha - 610222 0816 084 - Mbhongweni, BIZANA, 4800 - *Mawewe Mazola*
189. Dipuo Bertha Ndlovu - 600306 0667 084 - 4757 Extension 9, Bophelong Location, VANDERBIJLPARK, 1911 - *Moserwa Dipuo Bertha*
190. Sharon Ndlovu - 821030 0704 084 - M1036 Umlazi, UMLAZI, 4031 - *Sindisiwe Sharon*
191. Dalene Mnguni - 850910 0838 087 - 14 Owl Close, Westlake, TOKAI, 7945 - *Nolubabalo Dalene*
192. Phathutshedzo Murwamuila - 900607 1230 088 - Mamuka, Missionvale, NZHELELE, 0993 - *Azwindini Phathutshedzo*
193. Amedco Banze - 950901 5443 089 - 3510 Extension 5, KHUMA, 2551 - *Shai*
194. Sinethemba Zulu - 981016 6199 086 - 85 Gwala Street, Lamontville, DURAN, 4001 - *Sboniso Sinethemba*
195. Christel Heather Davids - 940217 0110 083 - 73 Hoop Crescent, Saxon Sea, ATLANTIS, 7349 - *Muneerah*
196. Relebihole Lazaro Patala - 980723 6237 086 - 5123 Peter Swarts, BLOEMFONTEIN, 9300 - *Relebohile Lazaro*

197. Sarah Mathe - 810422 0724 084 - 17751 Monokwane Street, Extension 25, VOSLOORUS, 1486 - *Sarah Palesa*
198. Tabea Konopi - 670112 0674 087 - 1545 Mphele Street, Dube Village, MEADOWLANDS, 1801 - *Mapule Tabea*
199. Andile Moffart Xokozela - 810702 5280 087 - G 1 Madison Gardens, Parklands, CAPE TOWN, 7441 - *Andile Mkhwanazi*
200. Zakkiya Moikothai - 990625 0935 086 - E 948 Setete Section, Ntsweletsoku Village, ZEERUST, 2800 - *Celest Onkemetse*
201. Yingwani Gift Zaba - 990204 5189 089 - 5344 Extension 22, Sea Point Street, KAALFONTEIN, 1630 - *Gift Njabulo*
202. Kgantsho Onicah Moloto - 990407 0701 085 - 9 Robin Drive, CLAYVILLE, 1666 - *Onika Kgantsho*
203. Osborne Booi - 990527 5701 085 - C 36 Khosi Street, Zolani, ASHTON, 6715 - *Avela Osborne*
204. Nomvula Nondumiso Mokgwadi - 850209 0880 086 - Ga-Mokgwadi, SEKHUKHUNE, 1124 - *Maretebale Nomvula*
205. Sipehelele Mnyamana - 990617 5989 085 - Bantu Bonke Location, MOUNT FRERE, 5100 - *Sipehelele Ayanda*
206. Nontsikelelo Magdeline Stephane - 671226 0861 087 - 263 Ncala Section, KATLEHONG, 1431 - *Nomqondiso Magdeline*
207. Dikeledi Rosiah Mkhabela - 750314 0328 085 - 4839 Extension 2, Khutsong Township, CARLETONVILLE, 2499 - *Divine-Favour Rosiah*
208. Malechesa Cheesegirl Rampaku - 830903 0856 089 - 2195 Ntloboshiyane Street, GREENFIELDS, 1458 - *Malechesa Carol*
209. Victor Lindikhaya Mjayezi - 860827 6126 085 - 31484 Thukumbela Street, Lwandle, STRAND, 7100 - *Lindikhaya Victor*
210. Mokgohloe Margaret Molatjane - 861222 0864 080 - 24780 Plaintain Street, Extension 28, PROTEA GLEN, 1818 - *Ntswaki Mokgohloe Margaret*
211. Farriusto Fani Madolo - 551212 6033 082 - Ngwemnyama Area, QUMBU, 5160 - *Farrington Fani*
212. Thabeso Lebepe - 910803 5582 081 - Stand no 318, SIKHUNYANI, 0800 - *Thabiso*
213. Ben Molefe - 941205 5771 081 - 4873 Boikhutso Location, LICHTENBURG, 2740 - *Ben Rakabelo*
214. Nzuzo Mabetu Nomandla - 930210 5680 087 - Esiphahleni Location, MBAZWANA, 3924 - *Nzuzo Lamar*
215. Mameshidi Rachidi - 940329 5113 085 - 72 Aloe Road, Waterberry Estate, BENDOR, 0699 - *Ditiro Mameshidi*
216. Pamela Agnes Phephani - 861202 0611 087 - 37 – 284 Dala Street, Harare, KHAYELITSHA, 7525 - *Pamela*
217. Shekhar Anil Budree - 930624 5094 083 - 8 Fairview Drive, UMHLANGA, 4319 - *Shekhar*
218. Anda Sibulele Mtwana - 950624 0274 081 - 42 Seagull Street, Southernwood, MTHATHA, 5100 - *And'axesibe Sibulele*
219. Nosithembele Ngoqo - 950302 0555 086 - 10157 Vukani Location, GRAHAMSTOWN, 6140 - *Ashleigh Nosithembele*
220. Simphiwe Macgaiver Nobomvu - 901229 6016 088 - Mafini Area, LIBODE, 5160 - *Simphiwe*
221. Baby Palesa Sojane - 940612 0606 082 - 2979 De Villiers, Tekana Unit 9, MMABATHO, 2735 - *Sindiswa Palesa*
222. Mile Mile - 960724 6112 083 - 2663 Motshabi, Kagisanong, BLOEMFONTEIN, 9300 - *Khumalo*
223. Bavuyise Maxwell Xasha - 760527 5828 084 - 5833 Kotane Street, Asla Park, Kwanonqaba, MOSSELBAY, 6506 - *Max*
224. Hester Georgina Mahlomola - 970922 0396 086 - 64 Donald Murray Avenue, Universitas, BLOEMFONTEIN, 9300 - *Hester Georgina Reitumetsi*
225. Beanca Lubbe - 960722 0019 080 - 12 Olienhof Single, Visagie Park, NIGEL, 1490 - *Betsie Anuruchus Callaghan*
226. Karlien Lourens - 950112 0019 086 - 2 Silverpine Crescent, Zwartkop X4, CENTURION, 0157 - *Karlien Vera*
227. Getty Magopelele Choenyana - 900816 1112 085 - 5 Santabo, 30 North Street, Glen Marais, KEMPTON PARK, 1619 - *Mahlako Magopelele*
228. Josephine Heledi Mogashoa - 960629 0474 084 - 8227 Extension 8, Ivory Park, MIDRAND, 2010 - *Mosa Octovia*

229. Khanyisile Cytia Mokoana - 970312 0405 089 - Phase 1, DOORNKOP, 1050 - *Khanyisile Cynthia*
230. Thandi Hlungwani - 820416 0757 084 - 174 Section F, GIYANI, 0826 - *Ameena Thandi*
231. Nominntle Goodgirl Libala - 861224 6252 088 - 5378 / 19 Extension 3, WEDELA, 2500 - *Viwe*
232. Zondile Mthonti - 850525 0875 085 - 355 Fakude Street, JOHANNESBURG, 2001 - *Zandile Primrose*
233. Serialong Chrisjan Moepeng - 970713 5597 087 - House no 1122, Bodulong, KURUMAN, 8460 - *Slikay Chris*
234. Sarah-Lee Sharee-Anne Jacobs - 990815 0346 083 - 68 Coekwood Street, Langa, UITENHAGE, 6229 - *Thandiwe Sarah-Lee Sharee-Anne*
235. Mildred Semphete Oosterwyk - 710825 0432 089 - 938 Tonetti Street, FAERIE GLEN, 0081 - *Semphete Mildred*
236. NOKwazi Olpha Ndwandwe - 930702 1026 083 - Gledhow Area, KWADUKUZA, 4450 - *Nokwazi Snenhlanhla*
237. Sizakele Mpunganyana Ripinga - 910113 0351 080 - Stand no 11420, Sikhulile Trust, MSOGWABA, 1215 - *Sizakele*
238. Thembeni Mkhonto - 971006 0955 080 - Stand no 9870, Zwelisha Trust, KABOKWENI, 1245 - *Thembeni Vanessa*
239. Sthembiso Khuleni - 970624 6137 080 - Stand no 13, Matsulu A, NELSPRUIT, 1200 - *Phila Sthembiso*
240. Puleng Julia Mokoena - 760306 0317 082 - 63551 Zone 16, SEBOKENG, 1983 - *Tshiämô Puleng Julia*
241. Madikomo Roselina Lephuthing - 831013 0659 084 - 2741 Siluma View, KATLEHONG, 1431 - *Rose*
242. Hezekiel Olifant - 800126 5700 088 - 7221 Moleleki, KATLEHONG, 1431 - *Lucky Hezekiel*
243. Bongani Richard Sigulugulu - 830302 5964 081 - C 331 Makausi Skwata Camp, GERMISTON, 1400 - *Thubalakhe Richard*
244. Ndidzulafhi Mulaudzi - 870601 1210 089 - 3 Station Street, RANDFONTEIN, 1760 - *Ndidzulafhi Leah*
245. Maesela Jan Matemetja - 591031 5352 083 - 23 Boekenhout Street, Brumeria, PRETORIA, 0001 - *Maesela Kompu*
246. Siyabonga Mhlongo - 980502 6183 080 - P O Box 1078, XIMHUNGWE, 1281 - *Goodwill Siyabonga*
247. Clement Jobela - 940106 5222 086 - 11342 Harry Swala, ZAMDELA, 1949 - *Clement Mohau*
248. Motloganeng Phillistus Mabe - 980330 0591 086 - Stand no 7289 / 38, Extension 4, SOSHANGUVE, 0152 - *Mamotšhabo Pheladi*
249. Boy Phines Mashianoke - 420120 5424 088 - Ga-Moretsele, JANE FURSE, 1085 - *Thipi Phinias*
250. Talia Abrahams - 961002 0145 089 - 6 Sandra Road, Colorado Park, MITCHELLS PLAIN, 7789 - *Taahirah*
251. Annelise Van Wyk - 911204 0070 082 - 42 Meagan Street, Lost City, MITCHELLS PLAIN, 7789 - *Aneeqah*
252. Lehlohonolo Mmadika Mphela - 950602 0290 083 - 155 Cowen Ntuli Street, No 11, Adelhof Flats, MIDDELBURG, 1050 - *Lehlohonolo*
253. Solomon Joshua Williams - 841230 5090 085 - Unit 305, 60 Blaauwberg Road, TABLE VIEW, 7400 - *Josué Joshua*
254. Tshotlego Elias Rapherere - 720103 6281 084 - Swartkopfontein Village, LEHURUTSHE, 2888 - *Thezani Elias*
255. Michael Mark Manuel - 890128 5044 088 - 50 A Pecan Street, BONTEHEUWEL, 7764 - *Mikail*
256. Alungile Malawu - 981231 1131 089 - Nkantwini Location, BIZANA, 4800 - *Zimasa*
257. Thabiso Marule Monaiwa - 900128 5037 080 - 57 Mmalaltsi, SEKHUKHUNE, 1124 - *Madingwanyane Marumo*
258. Cisky Kgabesa Molefe - 750930 0643 080 - Private Bag X1301, SOEKMEKAAR, 0810 - *Cisky Kgabisa*
259. Lunanda Mkwakwi - 800320 5684 083 - 100121 Cuba Location, NEWLANDS, 5200 - *Luyanda*
260. Lea Nare Ngoepe - 971031 6110 084 - Lonsdale, MOLETJIE, 0710 - *Lazarus Nare*
261. Ayabonga Lungu - 980606 5869 084 - NOmclacu Location, BIZANA, 4800 - *Ayabonga Khuli*

262. Ikechukwu Ejiofor - 990819 6070 085 - Zihlahleni Location, MIDDLEDRIFT, 5685 - *Ntokozo*
263. Siwaphiwe Njaju - 991031 5461 088 - Nomkhokoto, MT FRERE, 5080 - *Siwaphiwe Katlego*
264. Tholumusa Mncwango - 990714 6108 086 - P O Box 230, Ophalule Area, NONGOMA, 3950 - *Tholumusa Sizolwami*
265. Caryn Stuurman - 950623 5389 084 - Oudemuragie, DE RUST, 6650 - *Gaylin*
266. Ngobile Knowledge Dlamini - 980626 5840 083 - Unit 48, Block L, Glebelands, UMLAZI, 4066 - *Mnqobi*
267. Shailayn Lewis - 920728 0207 087 - 28 Grove Road, HANOVER PARK, 7780 - *Attiyah*
268. Ashely Roberts - 911015 5293 085 - 13 Robinson Street, Tafelsig, MITCHELLS PLAIN, 7785 - *Aashiq*
269. Martie De Leeuw - 950120 0034 088 - 404 B Anderson Street, MENLO PARK, 00181 - *Marthie*
270. Samkelisiwe Crescentia Ngubelanga - 900614 0833 086 - D 2019 Lerato Street, BOKSBURG, 1459 - *Sandisiwe Samkelisiwe*
271. Rethabile Moletsane - 930714 0507 088 - 10550 Carr Street, ORLANDO WEST, 1700 - *Rethabile Nteseleng*
272. Siphamarella Mgijima - 950902 5347 080 - 12435 Ngabase Street, DOBONSVILLE, 1863 - *Siphamandla*
273. Ivano Vanchesco Williams - 860512 5224 087 - 7 A Protea Street, Kewtown, ATHLONE, 7764 - *Muhammad Sulaiman*
274. Sarah Tshoma - 960226 0846 088 - Stand no 5, Chiloeneng, GROBLERSDAL, 0470 - *Mathiba Sarah*
275. Phililephindile Makhaye - 940202 1810 089 - 27 Amand Place, Marian Hill Park, PINETOWN, 3600 - *Philile Phindile*
276. Charlotte Manala - 980818 0803 089 - Mohlarekwana, NEBO, 1051 - *Baetsang Charlotte*
277. Judith Machirisho Tembani - 960708 0293 080 - 113 Street 1, DE AAR, 7000 - *Judith Matshidiso*
278. Christle Elizabeth Dayal - 910423 0118 086 - 54 Breytenbatch Street, BREYTEN, 2330 - *Aaliyah Abdool Rahim*
279. Millicent Nzama - 851228 0174 083 - 14 Quarry View, St Marks Road, Southernwood, EAST LONDON, 5200 - *Asandiswa Millicent*
280. Reandra Chetty - 850619 0123 081 - 24 Chloe Circle, MIDRAND, 2100 - *Reandraa*
281. Annulutchmee Thaver - 840820 0038 088 - 33 Shady Avenue, CHATSWORTH, 4092 - *Annusha*
282. Noganathan Moodley - 840807 5116 084 - 11 Gladstone Road, DURBAN, 4001 - *Gracelin*
283. Heinrich John Hufke - 881031 5238 083 - 68 Dules Road, DELFT, 7100 - *Abdul-Hakeem*
284. Tariq Reddy - 771129 5018 084 - 28 Euphorbia Street, Malabar, PORT ELIZABETH, 6001 - *Thiru*
285. Nabuweiya Abrahams - 751005 0187 088 - 25 – 7th Avenue, Hazendal, ATHLONE, 7764 - *Nabuwieya*
286. Shamshaad Shabbir Shabuddin - 760123 0103 085 - 8 Edward Street, Westdene, BENONI, 1503 - *Shamshaad*
287. Cinderella Rencha Lottering - 791011 0188 086 - 328 Watsonia Street, VILLIERSDORP, 6848 - *Angel Angela*
288. Moganagai Ramsunder - 790919 0230 081 - 4 Presley Avenue, Westcliff, CHATSWORTH, 4092 - *Mogie*
289. Indhrani Naicker - 770409 0171 083 - 1207 Civic Towers, 41 Stiemens Street, BRAAMFONTEIN, 2001 - *Wendy John*
290. Anna Maria Esterhuizen - 761126 0097 081 - Seochoareng Street, Galeshewe Police Complex, KIMBERLEY, 8345 - *Nina Maria*
291. Shafeeqah Noble - 760928 0108 086 - 14 Harmonica Street, STEENBERG, 7945 - *Shandre Shema*
292. Thulasimaw Naicker - 760528 0048 082 - 15 Zulweni Gardens, AMAMZIMTOTI, 2300 - *Tholsi*
293. Georgina Kerigan - 830422 0256 083 - 816 Villa Italia, Ratanga Road, Century City, BELLVILLE, 3430 - *Imaan*
294. Deon Ashley Wilson - 820921 5173 088 - 36 Aster Singel, Roosendal, DELFT, 7100 - *Abdul Nasr*

295. Felicia Roy Munien - 820415 0270 080 - 15 Canart Street, 22 Bakersfield, KYALAMI HILLS, 2140 - *Christine*
296. Bombesha Zibilon Hlaabye - 320914 5191 080 - 101 Khudu Street, ATTERIDGEVILLE, 0008 - *Zacharia Zibilon*
297. Hunadi Tlomatsana - 340106 0306 088 - Mapatjakeng Village, GOMPIES, 0630 - *Hunadi Selaki Sophy*
298. Regina Nondikakholwa Mahlombe - 500427 0767 087 - QA 48 Site B, KHAYELITSHA, 7500 - *Regina*
299. Clifford Lentsoane - 880123 5777 086 - Stand no 1177, PHOKWANE, 1059 - *Clifford Chiminini*
300. Livhuwani Trevor Mokwena - 761211 5659 083 - 246 Phase 3, SOnk Street, RIVER PARK, 2090 - *Lebogang Trevor*
301. Kutlwano Mofokeng - 831211 0704 088 - 874 Dr Sekete Avenue, SPRUITVIEW, 1431 - *Gabriella Kutlwano*
302. Leleti Ndamase - 980611 1076 080 - Ntlaza, LIBODE, 5160 - *Leleti Siphesihle*
303. Mthwalunzima Micgregor Ngcungama - 940910 5605 087 - Gcilima Location, MARGATE, 4275 - *Xolani Micgregor Mthwalunzima*
304. Ayakha Nopawu - 990127 0431 083 - Libode Village, LIBODE, 5160 - *Ayakha Pretty*
305. Rhulani Sithole - 980820 6143 080 - 7 Emela Street, Extension 4, NELLMAPIUS, 0762 - *Hlulani*
306. Kwena Teffo - 991225 0558 084 - 4446 / 81 Tau Street, LOTUS GARDENS, 0100 - *Koketšo Kwena*
307. Phomolo Ubisi - 991021 6152 083 - 290 Manoshe Street, PHIRI, 1818 - *Karabo Phomolo*
308. Lindiwe Rachel Koki - 640222 0815 080 - 2369 Sunflower Street, JOHANNESBURG, 2001 - *Lithemba Lindiwe*
309. Semakaleng Stanley Chidi - 840812 5750 080 - 2722 Mbawlwana Street, Gem Valley, MAMELODI EAST, 0122 - *Mathebajane Stanley*
310. Delisile Hildah Thabethe - 820114 0394 087 - Stand no 1670, Matsulu C, NELSPRUIT, 1200 - *Delisile*
311. Pretty Shongwe - 870509 0172 087 - 1114 Clau-Clau Trust, KABOKWENI, 1245 - *Pretty Khanyisile*
312. Boiki Emmanuel Theko - 751222 5551 081 - Private Bag X9394, POLOKWANE, 0700 - *Boiki Emmangel Norman*
313. Nozifundo Raza - 930921 1073 081 - Goodhope, IDUTYWA, 5000 - *Nozifundo Aphakama*
314. Marys Pieter Scholtz - 570806 5065 081 - 9 Charles Street, ALEXANDRA, 6185 - *Marius Pieter*
315. Mosetsanamotho Gloria Mpolokeng - 970624 0704 083 - 10111 Slone Village, DELAREYVILLE, 2500 - *Kgomotso Gloria*
316. Anna Kedisaletse Oliphant - 990418 1012 083 - Borolelo Location, SWARTRUGGENS, 2835 - *Lerato Anna*
317. Cindy Molifi - 900813 6055 088 - 5 Zebra Street, White City, POSTMASBURG, 8430 - *Pule Cindy*
318. Orphan Malatji - 961009 5243 082 - P O Box 4535, NELSPRUIT, 1200 - *Orphan Mduduzi*
319. Sphelile Hadebe - 961208 6092 080 - P O Box 2245, PONGOLA, 3370 - *Sphelile Ntokozo*
320. Nkosinathi Precious Maseko - 940911 5648 085 - 11088 Ilychlenin Street, IVORY PARK, 1632 - *Nkosinathi Mncedisi*
321. Kelelo Tshoma Mowa - 970123 5654 088 - 36748 Extension 22, MAMELODI, 0122 - *Kelelo Sekwape*
322. Margaret Skosana - 640611 0364 083 - 1348 Kwa-Phaahla, SIYABUSWA, 0472 - *Jokiwe Margaret*
323. Masithembe Binjana - 981231 5604 081 - W 260 Waterworks, Pineview, GRABOUW, 7160 - *Yamkela*
324. Tebogo Mmakhu - 940908 5814 089 - 3221 Lusaka Street, Phomolong, TEMBISA, 1632 - *Tebogo Collen*
325. Welcome Wamkelekile Poswa - 830920 6049 089 - 16 Stake Mire Road, Chiselhurst, EAST LONDON, 5200 - *Wamkelekile*
326. Hazel Ntozini - 721219 0423 081 - 167 Nu 1, MDANTSANE, 5201 - *Nokuzola Hazel*
327. Lawrence Peace - 720113 5880 083 - 210 Mgwana Street, Nu 6, Motherwell, PORT ELIZABETH, 6211 - *Thanduxolo Lawrence Peace*
328. Mareme Desry Malatje - 860919 1444 082 - Ga-Selepe, ATONK, 0749 - *Katlego Ramadumetje*

329. Nonhlanhla Nala - 900729 0866 082 - 8 Wallfen Close, Unit 10, PHOENIX, 4068 - *Nonhlanhla Pretty*
330. Sindi Zodwa Duma - 940101 2294 089 - Shaka's Head Area, STANGER, 4450 - *Busisiwe Angel*
331. Leka Raymond Manamela - 920626 5322 085 - 59 Ramatsu Street, ATTERIDGEVILLE, 0008 - *Malesela Raymond*
332. Phumlile Gama - 941222 0489 080 - Stand no 671, Emindini Trust, BARBERTON, 1300 - *Phumlile Innocencia*
333. Obakeng Lucy Mokotedi - 970616 5310 080 - A 50 Matlerekeng, SIYABUSWA, 0472 - *Obakeng Lucky*
334. Tiisetso Rosy Maepa - 900209 0369 080 - 21596 Lucky Gardens, DAVEYTON, 1520 - *Tiisetso Phaswane*
335. Ephraim Nkodisang Mfete - 980630 5556 087 - 2766 Extension 1, Kanana, HAMMANSKRAAL, 0407 - *Ephraim Kodisang*
336. Raquel Ngwane - 950628 0475 085 - 3616 Muvhango Street, Extension 6, DIEPKLOOF, 2100 - *Raquel Nomusa*
337. Assent Liseho Menwe - 940720 0534 087 - 41 Norton Street, ELSBURG, 1400 - *Assent Lesego*
338. Nontandokazi Ngidi - 961105 0772 081 - 23445 Lemon Street, Extension 26, Protea Glen, SOWETO, 1819 - *Ntando*
339. Moegamat Fattagh Williams - 920505 5237 081 - 1 Katbosch Street, Persida, SPRINGS, 1559 - *Abd Al Fattah*
340. Andries Tshokata Seabi - 931114 5240 083 - 11 Motlhotlho Street, Extension 17, ATTERIDGEVILLE, 0008 - *Andries Rahube*
341. Zamokwakhe Ishmael Gumede - 950709 6108 084 - Hlobane Area, EMPANGENI, 3880 - *Sandile*
342. Zukile Seali - 930914 6411 083 - E 581, OSIZWENI, 2952 - *Teboho Zukile*
343. Mamolakaladi Sina Van Der Westhuizen - 740708 0858 087 - 20002 Grasland, BLOEMFONTEIN, 9300 - *Sina*
344. Kagisho Edwin Ketshabile - 880108 5842 089 - 617 Disaneng Village, MMABATHO, 2735 - *Kagisho Victor*
345. Kebogile Lorraine Shuping - 890719 0981 082 - 33240 Turflaagte, BLOEMFONTEIN, 9300 - *Refilwe Lorraine*
346. Lendiwe Iris Mbeni - 860509 0873 082 - 33443 Turflaagte, BLOEMFONTEIN, 9300 - *Lindiwe Iris*
347. Celumpilo Mark Sambo - 960718 5678 086 - P O Box 779, HAZYVIEW, 1242 - *Celimpilo Mark*
348. Mfungelwa Albert Mathebula - 971211 6119 083 - 4767 Phola Park, PIET RETIEF, 2380 - *Sphokuhle Albert*
349. Sibuso Morgen Motaung - 971030 5557 089 - Nkande Area, NQUTU, 3135 - *Sibusiso Morgen*
350. Albert Hlongwane - 450106 5441 084 - 6 Dube Hostel, SOWETO, 1717 - *Mlandu Albert*
351. Resimate Coltrane Maringa - 741108 5560 086 - 132 - 17th Avenue, ALEXANDRA, 2010 - *Coltrane Resimate*
352. Jonathan Thalaga Lekganyane - 660915 5379 086 - 9 Mosalo Street, ATTERIDGEVILLE, 0008 - *Makgoka Thalaga*
353. Domas Jackson Matabane - 551202 5551 085 - 8334 Section 0, MAMELODI EAST, 0122 - *Danas Jackson*
354. Johannes Mpho Rapoo - 750706 5908 086 - 3957 Robert Sobukwe Street, Slovoville, MABOPANE, 0196 - *Maleka Mpho*
355. Ellah Nese Mokoena - 570505 0332 088 - P O Box 609, ACORNHOEK, 1360 - *Ester*
356. Julieth Sophie Jacobs - 620313 0183 084 - 4433 Jasmyn Street, De Beershoogte, BARKLY WEST, 8375 - *Sophie*
357. Elsie Ziganile Jozela - 960315 0068 080 - 611 Mangweni, TEMBISA, 1632 - *Elsie Ayanda*
358. Martha Ntswaki Segau - 920115 0230 089 - 10135 Verdwaal 2, ITSOSENG, 2744 - *Ntswaki*
359. Sophy Gobotsaeng Mere - 900103 0595 085 - 652 Madito Street, Boikhutso, LICHTENBURG, 2740 - *Sophy Gobotsaeng Dipuo*
360. Dimakaiso Amanda Mahoa - 900613 0390 089 - House no 230, KAMEELBOOM, 0300 - *Dimakatso Amanda*
361. Noma Mogale - 880318 0374 083 - 4195 Robert Sobukwe Street, MABOPANE, 0190 - *Norma*

362. Kenny Ndou - 601105 5728 084 - 2040 Zone 2, Diepkloof, SOWETO, 1717 - *Kenny Mulingoni*
363. Maekgetha Minah Mohotji - 780308 0491 087 - 1925 Bopalamo Street, GA-RANKUWA, 0208 - *Itumeleng Minah*
364. Nnyalleng Maema - 750303 1745 082 - 87 A Van Huistel Street, KENILWORTH, 2190 - *Nnyalleng Nthabeleng Agnes*
365. Thembi Moussou Sene - 690726 0725 080 - 51 Melville Road, HYDA PARK, 2196 - *Thembi Latifa*
366. Pitsi Sylvia Bosega - 880113 0960 084 - 8897 Belarus Street, Cosmo City, ROODEPOORT, 2188 - *Palesa Sylvia*
367. Rapudi Nichodimus Sebola - 810711 5572 088 - 134 Crescendo, 2 Wagner Lane, SAGEWOOD, 1687 - *Bodibe Rapudi Nichodimus*
368. Mamokgatla Tracy Matlou - 850927 0878 087 - 413 Habitat, Flat 268, Surrey Avenue, FERNDAL, 2194 - *Tracy*
369. Brightness Ndlovu - 800106 0879 087 - 28 Schroeder Street, Roosevelt Park, RANDBURG, 2125 - *Nokukhanya Brightness*
370. Liezel Theron - 840805 0088 084 - 26 Katrina Harris, New Woodlands, MITCHELLS PLAIN, 7789 - *Shireen*
371. Tsundukani Glen Nwaila - 880212 6139 089 - 43 Patrys Avenue, Helikon Park, RANDFONTEIN, 1760 - *Glen Zayyan*
372. Luzanda Gibbs - 870422 0037 088 - 42 Candleberry Drive, Nahoon Valley Park, EAST LONDON, 5200 - *Summer*
373. Ashley Isaacs - 850802 5292 081 - 15 Arandall Court, LAVENDER HILL, 7945 - *Ashraf*
374. Alrodean Enrico Martin Fransman - 860306 5250 089 - 7 Fountainbush Street, KUILSRIVER, 7580 - *Deen*
375. Kim Nicolene Solomons - 860819 0103 087 - 12 Ribbok Street, Eastridge, MITCHELLS PLAIN, 7800 - *Zayaan*
376. Christa Van Der Merwe - 800715 0043 088 - 35 Duiker Street, HOEDSPRUIT, 1380 - *Christa Possible*
377. Craig Abrahams - 801106 5123 084 - 8 Aster Road, LAVENDER HILL, 7945 - *Imtiyaz*
378. Gail Brenner - 801211 0140 081 - 12 D Willow Road, PARKWOOD ESTATE, 7941 - *Galia*
379. Abraham Basson - 810617 5149 084 - 150 Basil February Street, Diazville, SALDANHA, 7395 - *Willy Gavin*
380. Nomhle Norah Magida - 680410 0898 088 - 8932 Extension 6, PALMRIDGE, 1401 - *Mizpa Nomhle*
381. Nomthombo Patience Waxa - 890821 1064 080 - 272 Sampson Street, Dukathole, GERMISTON, 1401 - *Anganathi Nomthombo Patience*
382. Nothile Ximba - 951114 0645 083 - Nhlabosi Area, KWAMBONAMBI, 3915 - *Nothile Welile*
383. Ringeta Baloyi - 580312 5586 083 - Stand no 2014, Tiyani Village, MODJADJISKLOOF, 0835 - *Ringeta Steven*
384. Maswabi Isaac Nsibande - 630914 5591 086 - Stand no 38, ZWELITSHA, 1245 - *Chimutu Isaac*
385. Engeline Radebe - 870515 0419 089 - 1277 Extension 22, EMBALENHLE, 2285 - *Engeline Lerato*
386. Msana Shelboy Masombuka - 820522 5369 088 - Stand no 91, TAFELKOP, 0474 - *Msana Ntokozo Shelboy*
387. Ganeef Whitebooi - 690830 5216 085 - 10 Fouche Place, Qverbakens, PORT ELIZABETH, 6001 - *Gregory Alton*
388. Rethabile Sefalane - 890720 0837 084 - Union Arcade, Terminus Street, EAST LONDON, 5200 - *Rethabile Nicolette*
389. Phindile Dlamini - 980311 1051 080 - 10 Storms Street, Norkem Park, KEMPTON PARK, 1619 - *Hlengiwe Greatness*
390. Andile Buthelezi - 910322 0949 088 - De Vaal, WASBANK, 2920 - *Andile Cicilia*
391. Mtungani Sithole - 960406 6010 083 - Fanteni, WASBANK, 2920 - *Qiniso Seth*
392. Sthandwa Christual Mthembu - 920513 0968 080 - 42 Belington Drive, SHELLCROSS, 4093 - *Sithandiwe Cryzensia*
393. Siphelele Mafayisa - 991118 6137 088 - Qhasa Area, FLAGSTAFF, 4820 - *Mthobeli*
394. Jacqueline Wilhemina Van Emmenes - 920519 0104 089 - 26 Smeaton Street, VANDERBIJLPARK, 1900 - *Jacqueline Wilhelmina*
395. Seroanye Ngwato Johnson Maja - 991211 6078 087 - Matselapata, GA-MAJA, 0719 - *Tshegofatso Malose*

396. Mohlahledi Tumisang Maila - 920126 5563 085 - 77 / 4677 Phomula, GERMISTON, 1401 - *Segadimane Tumisang*
397. Sephothome Jeffrey Mahlwele - 790218 5354 081 - 267 River Street, DOORNPOORT, 0186 - *Sephothome Jeff Mmirwa*
398. Nobulumko Sweetness Rubushe - 740727 0489 081 - 56 St James Road, Southernwood, EAST LONDON, 5201 - *Nobulumko Favour*
399. Keefumetsie James Togelo - 630424 5969 084 - 27 Lotlhakong, BATLHAROS, 8476 - *Keitumetse James*
400. Mosetsanagape Phiodosia Mahatlheng - 840612 0754 081 - 42 E Bonolo Street, Kagung Village, KURUMAN, 8460 - *Mosetsanagape Theodocia*
401. Ntanganedzeni Dennis Ndou - 930923 5391 089 - 466 Moletsi, Mabokelele, POLOKWANE, 0700 - *Dennis*
402. Queen Manti Tsebe - 971228 0165 086 - Stand no 58, Ga-Molepo, SOVENGA, 0727 - *Queen Manthe*
403. Mabyala Martha Matlatja - 791205 0289 080 - 13 No 48, ALEXANDRA, 2090 - *Martha Mistress*
404. Dimpho Patience Siphoro - 771221 0310 085 - 1871 Khunwana Street, MOLETSANE, 1868 - *Dimpho Patience Maryjane*
405. Kagiso Ernest Jimmy Matlala - 821116 5434 080 - 17430 Zone 1, MEADOWLANDS, 1852 - *Kagiso*
406. Nophelo Msolo - 680601 1169 087 - 1805 Extension 2, Rondebult, GERMISTON, 1401 - *Sylvia Nophelo*
407. Moxolo Masuku - 891124 0353 086 - 843 Ntshangase Street, TSAKANE, 1550 - *Noxolo*
408. Nokulunga Precious Tenza - 880103 0395 084 - 9 Ebenzer Street, PIETERMARITZBURG, 3201 - *Nomalungelo Thandolwethu Precious*
409. Thabang Dorothy Dimpane - 711010 0572 080 - 35 – 16th Avenue, ALEXANDRA, 2010 - *Ishi-Mine*
410. Mmamoferefere Andronica Nkuna - 690505 0744 089 - 91 Lamelthorn Street, LEONDALE, 1401 - *Dina Andronica*
411. Tlhopaneng Elisa Malumise - 560627 0833 089 - 32285 Turflaagte, BLOEMFONTEIN, 9300 - *Tlhopanang Elisa*
412. Marcia Mokwena - 970414 1132 082 - 133 Block T, SOSHANGUVE, 0152 - *Marcia Musa*
413. Mpolokeng Billy Moleya - 970806 5760 083 - 3256 Extension 7 B, KAALFONTEIN, 1600 - *Mahlatse*
414. Samukelisiwe Perl Mtshali - 980811 0567 085 - 74 Progress Road, Windhaven, ROODEPOORT, 1725 - *Samukelisiwe Pearl*
415. Thembanani Deidre Maluleke - 930509 0847 082 - 500 B Section B, MALAMULELE, 0982 - *Thembanani Prosperity*
416. Ntsako Baloyi - 960819 0780 081 - P O Box 1500, GIYANI, 0826 - *Ntsako Rejoice*
417. Mkatoko Ndayiseni Maluleke - 910331 0712 081 - 18 D, GIYANI, 0826 - *Mkatoko Nthabiseng Vanessa*
418. Rifumu Gland Nkuna - 950403 5508 086 - 332 Homu 14 B, GIYANI, 0826 - *Rifumu Glen*
419. Vuyiswa Ngcuka - 910625 1133 084 - 447 Ngobomvu, BUTTERWORTH, 4960 - *Sivuyisiwe Anita*
420. Nelisiwe Abegail Sibutha - 880808 0545 088 - 21 Fulton Street, Tulisa Park, ALBERTON, 2197 - *Abegail*
421. Sabelo Alfred Khumalo - 860404 6529 088 - Ndumo Main Road, Mahlabeni Area, MBAZWANA, 3974 - *Sabelo Qhawe*
422. Gift Moorosi - 940419 5307 082 - 462 Block C, ALIWAL NORTH, 9750 - *Mpho Gift*
423. Nokukhanna Thanduxolo Gracious Ngcamo - 980727 0537 086 - 554 Umdlovu Street, EZAKHENI, 3381 - *Nokukhanya Thanduxolo Gracious*
424. Nomfundo Mpolweni - 960523 0931 088 - D 3 Hostel Bassie Street, KHAYAMANDI, 7600 - *Emihle*
425. Maretlwaneng Phaladi - 950708 5659 089 - 76814 Emdo Park, POLOKWANE, 0700 - *Kegaogetswe Kududu*
426. Badikazi Zintle Gcasamba - 810730 0599 086 - 20 Roosmaryn Place, 24 Rosehof, ROOIHUISKRAAL, 0157 - *Zintle Badikazi*
427. Sarah Nomabaleng Motebejane - 830515 0285 083 - 781 Ameshoff Street, MORELETA PARK, 0181 - *Sarah Nomabaleng Katlego*

428. Nthabeleng Michelle Mogapi - 840420 0626 089 - 3854 Zone 10, LETLHABILE, 0264 - *Kgomotso Reinett*
429. Norman Mabopo Mogalabi - 850826 6088 081 - 8287 Section 0, MAMELODI WEST, 0153 - *Paul*
430. Albertina Domingas Waleca - 880926 0277 088 - 5 Jacobus Van Zyl Street, Thaba Tshwane, PRETORIA, 0143 - *Albertina Domingas André*
431. Bhekifa Jeremia Zulu - 830315 6089 088 - 3 Watsun Street, PRETORIA, 0001 - *Exousia Bhekifa*
432. Maputle John Mphahlele - 670902 5619 081 - P O Box 481, LEBOWAKGOMO, 0737 - *Sekgapo John*
433. Sharon Dimakatso Moloto - 820817 0919 089 - Extension 10, BURGERSFORT, 1150 - *Sharon Lehlogonolo*
434. Sydney Kamogelo Mashapa - 850419 5414 084 - P O Box 226, SESHEGO, 0742 - *Sydney Makhwarela*
435. Patricia Unathi Nyamakazi - 810422 0522 082 - 133 Hypervillas, Paradys Street, BRACKENFELL, 7560 - *Unathi Patricia*
436. Tumisho Kanyane Mathala - 870430 0603 080 - 5606 Copper Street, MAMELODI, 0122 - *Tumisho Mmaledimo*
437. Johannes Mmotlana Ratlhogo - 570507 5748 086 - 381 Block XX, SOSHANGUVE, 0152 - *Mmotlana Johannes*
438. Somelele Zongwana - 770503 5820 080 - Mdeni Area, QUMBU, 5180 - *Somelele Ephraim*
439. Nokwanda Mgodi - 920622 1241 080 - 26824 Xaki Street, Asanda Village, STRAND, 7140 - *Nokwanda Asiphe*
440. Phillimon Modise Thokwane - 960106 5772 085 - 28315 Pilane Street, Extension 5, MAMELODI EAST, 0122 - *James Modise*
441. Bulelwa Judith Mjijima - 850423 0407 085 - Al 36 Sweet Home, PHILLIPI, 7785 - *Buyelwa*
442. Moses Modise Seloro - 590212 5902 082 - 27 Maselwane Street, TLHABANE WEST, 0300 - *Kokame Moses*
443. Novotile Tambeka - 580303 1339 080 - Ndimakude Area, PORT ST JOHNS, 5120 - *Novotile Nkazinyana Eslina*
444. Shadley Angus Bruintjies - 961217 5025 082 - 6 r 10 Avenue, Malibu Village, BLUE DOWNS, 7100 - *Muhammad Shadley*
445. Semansa Herold Matiwane - 691129 5675 088 - 3098 Lee Crescent, Khotsong, BOTHAVILLE, 9660 - *Smanga*
446. Semakaleng Christinah Makgato - 850522 0783 088 - 1918 Zone 5 G, SESHEGO, 0742 - *Kgotlelelo*
447. Luambo Mudzanani - 740706 0882 081 - P O Box 165, MAKUYA, 0973 - *Luambo Maureen*
448. Fikile Modise - 610612 1064 082 - House no 756, Kwena Drive, MOGWASE, 0314 - *Elizabeth Fikile*
449. Puleng Moses Mohlapamaswi - 821130 5652 088 - 1629 Ulwazi Street, Ivory Park 2, MIDRAND, 1685 - *Puleng Setlabane*
450. Ramapulana Phillemon Rampedi - 820903 5423 085 - 40 A Voortrekker Street, POLOKWANE, 0700 - *Mmoledi Phillemon*
451. Mokwena Pule Victor Selala - 890428 5798 083 - 30126 Mthousand, GLEN COWIE, 1061 - *Molwantwa Pule Victor*
452. Nosamkelo Jali - 990407 0621 085 - Ngcengane Location, UMTATA, 5100 - *Amanda*
453. Keletso Valentine Sebake - 920211 5999 081 - P O Box 1840, LEBOWAKGOMO, 0737 - *Keletso Nkabe Valentine*
454. Abdul Razak Naidoo - 990826 5056 080 - 7 Lafontein Street, WORCESTER, 6849 - *Abdur-Razaq*
455. Gugulethu Mkhwanazi - 880930 5413 086 - Shikishela Area, MTUBATUBA, 3935 - *Clement Gugulethu*
456. Msebenzi Goodman Mazibuko - 890719 5930 084 - 6010 Ward 17, OSIZWENI, 2952 - *Msebenzi Sibanisezwe*
457. Zihlalele Vitah Thango - 851015 0481 083 - 5065 John Stone, OSIZWENI, 2900 - *Zanele Vitah*
458. Makhosi Mahlinza - 841010 1891 086 - 395 No, EMPANGENI, 3880 - *Ashy Celesta*

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. 495

18 MAY 2018

DESIGNATION OF COMMISSIONERS OF OATHS UNDER SECTION 8 OF THE JUSTICES OF THE PEACE AND COMMISSIONERS OF OATHS ACT, 1963 (ACT NO. 16 OF 1963)

I, Tshililo Michael Masutha, Minister of Justice and Correctional Services, acting under section 8 of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963), hereby designate Mr M du Toit, (a South African citizen), in his capacity and acting as a chartered accountant in the Kingdom of Saudi Arabia, as a South African *Ex Officio* Commissioner of Oaths. He may, therefore, in terms of section 7 of the Act, administer an oath or affirmation to or take a solemn or attested declaration from persons in the Kingdom of Saudi Arabia.



MR T M MASUTHA, MP (Adv)
MINISTER OF JUSTICE AND CORRECTIONAL SERVICES

DEPARTMENT OF LABOUR

NO. 496

18 MAY 2018

LABOUR RELATIONS ACT, 1995**FURNITURE BARGAINING COUNCIL: EXTENSION OF PERIOD OF OPERATION OF THE BARGAINING FEE COLLECTIVE AGREEMENT**

I, IAN MACUN, Director: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the periods fixed in Government Notices Nos. R. 20 of 20 January 2017, R. 644 of 7 July 2017 and R. 752 of 28 July 2017 by a further period ending 30 April 2019.



DIRECTOR: COLLECTIVE BARGAINING

DEPARTEMENT VAN ARBEID

NO. 496

18 MEI 2018

WET OP ARBEIDSVERHOUDINGE, 1995

**FURNITURE BARGAINING COUNCIL: VERLENGING VAN TYDPERK VAN
KOLLEKTIEWE BEDINGIGNS FOOI KOLLEKTIEWE OOREENKOMS**

Ek, IAN MACUN, Direkteur: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verleng hierby, kragtens artikel 32(6)(a)(i) van die Wet op Arbeidsverhoudinge, 1995, die tydperke vasgestel in Goewermentskennisgewings Nos R. 20 van 20 Januarie 2017, R. 644 van 7 Julie 2017 en R. 752 van 28 July 2017 met 'n verdere tydperk wat op 30 April 2019 eindig.

**DIREKTEUR: KOLLEKTIEWE BEDINGING**

DEPARTMENT OF LABOUR

NO. 497

18 MAY 2018

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY OF THE SOUTH WESTERN DISTRICTS: EXTENSION TO NON-
PARTIES OF THE MAIN COLLECTIVE AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, with the exclusion of clause 2 thereof which was concluded in the **Bargaining Council for the Furniture Manufacturing Industry of the South Western Districts** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry with effect from the Second Monday after publication of the notice and for the period ending 30 September 2020 .



MN OLIPHANT, MP
MINISTER OF LABOUR

DATE: 03/05/2018

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY OF THE SOUTH WESTERN DISTRICTS:
UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI
ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXEYENYE
YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano WezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, kukhishwa imishwana 2 esenziwa kwi **Bargaining Council for the Furniture Manufacturing Industry of the South Western Districts**, futhi ngokwesigaba-31 soMthetho Wezobudlelwano KwezabaSebenzi ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 30 kuMandulo 2020.



MN OLIPHANT, MP

UNGQONGQOSHE WEZABASEBENZI

USUKU: 03/05/2018

SCHEDULE**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE
SOUTH WESTERN DISTRICTS
MAIN COLLECTIVE AGREEMENT**

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

Garden Route Employers' Association

(hereinafter referred to as the "Employers" or the "Employers' Association"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "Employees" or the "Trade Union"), of the other part, being the parties to the Bargaining Council for the Furniture Manufacturing Industry of the Southern Western Districts.


DIVISION OF AGREEMENT

The Agreement is divided into three parts as follows:

PART I**CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT****A. *Administrative Issues*****CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT****CLAUSE 3: DEFINITIONS****CLAUSE 4: EXEMPTIONS AND APPEALS****CLAUSE 5: REGISTRATION OF EMPLOYERS AND EMPLOYEES****CLAUSE 6: EXHIBITION OF AGREEMENT****CLAUSE 7: KEEPING OF RECORDS****CLAUSE 8: TRADE UNION REPRESENTATIVES ON THE COUNCIL****CLAUSE 9: ADMINISTRATION OF AGREEMENT**

- CLAUSE 10: DESIGNATED AGENTS
CLAUSE 11: MONTHLY STATEMENT
CLAUSE 12: COMPULSORY RETIREMENT AGE
CLAUSE 13: WEEKLY RETURN OF EMPLOYEES

B. Terms and conditions of employment

- CLAUSE 14: DISPUTE RESOLUTION
CLAUSE 15: PIECEWORK
CLAUSE 16: INCENTIVE BONUS
CLAUSE 17: OUTWORK
CLAUSE 18: HOURS OF WORK
CLAUSE 19: SHORT TIME
CLAUSE 20: PAYMENT OF REMUNERATION[S]
CLAUSE 21: OVERTIME
CLAUSE 22: EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED
CLAUSE 23: WAGES
CLAUSE 24: EMPLOYMENT OF MINORS
CLAUSE 25: FORENOON AND AFTERNOON INTERVALS
CLAUSE 26: EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION
CLAUSE 27: ABATEMENT OF WAGES
CLAUSE 28: CONTRACT OF SERVICE
CLAUSE 29: TERMINATION OF EMPLOYMENT
CLAUSE 30: BASIS OF PAYMENT
CLAUSE 31: NIGHT-SHIFT WORK
CLAUSE 32: HOURLY RATE
CLAUSE 33: SICK LEAVE
CLAUSE 34: TRIAL PERIOD
CLAUSE 35: MATERNITY LEAVE AND TEMPORARY CONTRACT EMPLOYEES
CLAUSE 36: SEVERANCE PAY
CLAUSE 37: CASUAL EMPLOYEES
CLAUSE 38: NEW ENTRANT
CLAUSE 39: FAMILY RESPONSIBILITY LEAVE
CLAUSE 40: TRADE UNION REPRESENTATIVES
CLAUSE 41: SUBSISTENCE ALLOWANCE
CLAUSE 42: INDUSTRY RECRUITMENT POLICY
- 

C. Contributions and deductions

- CLAUSE 43: EXPENSES OF THE COUNCIL
- CLAUSE 44: TRADE UNION CONTRIBUTIONS
- CLAUSE 45: HOLIDAYS AND THE HOLIDAY BONUS FUND
- CLAUSE 46: PROVIDENT FUND
- CLAUSE 47: LEVIES PAYABLE BY EMPLOYERS WHO ARE MEMBERS OF THE EMPLOYERS' ASSOCIATION
- CLAUSE 48: MEDICAL ASSISTANCE SCHEME

PART II: OCCUPATION SKILLS LEVELS**PART III: ANNEXURES**

ANNEXURE A: MINIMUM WAGE RATES PAYABLE IN TERMS OF CLAUSE 26 OF PART I AND PART II

ANNEXURE B: NOTICE REQUIRED UNDER CLAUSE 18 OF PART I

ANNEXURE C: REGISTRATION AS EMPLOYER FORM TO BE SUBMITTED IN TERMS OF CLAUSE 5

ANNEXURE D: WEEKLY RETURN OF EMPLOYEES TO BE SUBMITTED IN TERMS OF CLAUSE 13

ANNEXURE E: LETTER OF APPOINTMENT

ANNEXURE F: DISPUTE RESOLUTION PROCEDURE IN TERMS OF CLAUSE 14

ANNEXURE G: MONTHLY STATEMENT TO BE SUBMITTED IN TERMS OF CLAUSE 11

PART 1**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed

1.1 by employers and employees in the Furniture Manufacturing Industry as defined in Paragraph

A, hereof in the Magisterial Districts of George, Kynsna, Oudtshoorn and Mossel Bay

Paragraph A

"Furniture, Bedding, Upholstery and Curtain Manufacturing Industry"
or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of components of furniture, furniture, bedding, curtains, blinds, upholstery and/or re-upholstery and will, inter alia, include but not be limited to the following:

(a) Furniture

Manufacturing, assembling, repairing, staining, spraying, polishing, re-polishing, wood machining, veneering, woodturning, carving, assembling, painting, spraying, cutting, edging, drilling, wood bending, laminating and/or papering/foiling, of board.

"Board" means any type of wood or wooden or related product or any other substitute material, amongst others being: laminated board, fibre board, chip board, block board, veneer board, pressed board.

Furniture manufacturing will also include the manufacturing, repairing, polishing, assembling, cutting, drilling, edging, re-polishing, staining, spraying either in whole or in part of: pianos, organs, kitchen cupboards, attached wall cupboards, built-in cupboards, free standing cupboards, bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, coffins, beehives, educational novelties, draw and draw fronts, doors and cupboard doors irrespective of size, bathroom cupboards, cupboard tops, and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, hotels, other educational institutions, conference centres and theatres.

(b) Bedding

The manufacturing, assembling, repairing, covering, re-covering of: mattress bases, mattresses, box-spring mattresses, foam mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, sleeper couches and studio couches.

"Studio Couch" means an article of furniture, which is designed for seating and for conversion into a double bed or two or more beds and of which the frames may also be constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions.

(c) Upholstery

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, seating, pelmets, mattress bases, foam mattresses and/or cushions and the making of loose covers and/or cushions.

(d) Curtain making

The making, altering, repairing and hanging of curtains and/or blinds made mainly of fabric, wood, cane, wicker, reed or grass.

Curtain making includes window treatment, cutting of rails and rods, fitting of pelmets, curtains, blinds and associated products.

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(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply –

- (a) to employees in the Furniture Manufacturing Industry whose wages are prescribed in this Agreement and to all the employers of such employees; and
- (b) to Learners in so far as these provisions are not inconsistent with the provisions on the Skills Development Act, No. 97 of 1998, or any contract entered into or any condition fixed thereunder.

A. Administrative Issues

2. PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement shall come into operation –

- ~~(a) in respect of the parties to this Agreement, on the date of signature until 30 September 2020.~~
- (b) in respect of non-parties, on such date as fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995 until 30 September 2020.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that

Act, any references to an Act shall include any amendments to such Act and, unless the contrary intention appears, words importing the masculine gender shall also include the female and vice versa.

(1) Unless inconsistent with the context, the following definitions shall apply to Parts I and II in this Agreement, and –

“Act” means Labour Relations Act 1995: (Act no.66 of 1995) and as amended from time to time

“bonus” means –

- (a) any payment in addition to the prescribed or agreed wage of an employee arising from employment under an incentive bonus scheme which is stipulated as such in the wage register;
- (b) any other special or occasional payment by an employer to an employee in excess of the prescribed or agreed wage stipulated by him as such in the wage register and which the employer can withdraw at will;

"caretaker" means an employee who is resident on the factory premises for which and for the contents of which he is responsible, who directs and supervises the cleaning staff and who may engage or discharge subordinate staff;

"casual employee" means an employee performing the operations specified in clause 40 of Part II of this Agreement and who is employed by the same employer for not more than 24 hours in any one month for a period not exceeding three months;

"Clerk" means an employee engaged in clerical and administrative duties;

"compulsory retirement age" means the age of 65 years;

"Council" means the Bargaining Council for the Furniture Manufacturing Industry of the South Western Districts, registered in terms of section 29 of the Labour Relations Act, 1995;

"despatch clerk" means an employee engaged in clerical and administrative duties and who may be responsible for the packing of goods for transport or delivery, and who may supervise the packing, mass-measuring and/or assembling of such goods, the checking of packages and the marking and addressing thereof;

"driver of a motor vehicle" means an employee, other than a chauffeur, who is engaged in the delivery and transport of goods, and for the purposes of this definition, "driving of a light or heavy motor vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive;

"employment" means the total length of all periods of an employee's service in the Furniture Manufacturing Industry.

"establishment" means any place where furniture manufacturing is carried on and includes any place where a person is employed in all or any of the classes of work specified in Part II of this Agreement.

"foreman and/or supervisor" means an employee who is in charge of the employees in an establishment or section or department of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties.

"hourly rate" means the rate determined in accordance with the provisions of clause 32 of this Agreement;

"learner" means an employee serving under a written contract of learnership or apprenticeship registered or deemed to be registered under the provisions of the Skills Development Act, 1998 (Act No.97 of 1998).

"machine maintenance mechanic" means an employee who is employed solely in all or any of the following operations: tracing faults in, overhauling or repairing machinery used in/or in connection with an establishment or supervising all or any of these operations;

"new entrant" means an employee who has not previously worked in the Furniture Manufacturing Industry;

"night shift work" means a shift worked after 18H00 and before 06H00 of the next day;

"normal time" means the standard minimum hours that an employee is required to work on which the employee's basic weekly wage is calculated;

"ordinary hours" means the hours between the specified starting and finishing time of work for each day of the week, excluding the meal interval;

"redundancy" means that a position becomes permanently superfluous as a result of re-organisation or technological change and that, consequently, there is no foreseeable possibility of an employee who loses his employment through redundancy being re-employed in his previous position.

"registrar" means the Registrar of Labour Relations appointed in terms of section 108 of the Labour Relations Act, 1995;

"remuneration" means any payment in money made or owing to any employee which arises in any matter whatsoever out of employment;

"retirement age" means the age of 60 years;

"retrenchment" means the loss of employment as a result of a downturn in the economic affairs of an establishment.


"Shop Steward" means a member of a trade union who is elected to represent the employees in a workplace.

"short time" means the reduction in the number of ordinary working hours in an establishment owing to slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency.

"storeman" means an employee who is in charge of stores or finished products and who is responsible for receiving, storing, assembling, packing or unpacking goods in storage, and for delivering goods from the store to consumer departments.

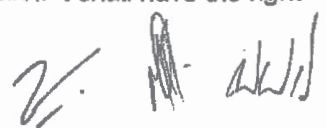
"wage" means that portion of remuneration as prescribed in Part III, Annexure A, of this Agreement, payable in money to an employee in respect of his ordinary hours of work or, where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that so prescribed, it means such higher amount.

"watchman" means an employee who is engaged in guarding premises or other property.



4. EXEMPTIONS AND APPEALS

- (1) The Council may grant exemptions from any or all provisions of the Agreement for any good and sufficient reason.
- (2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any license of exemption.
- (3) The Council hereby establishes an exemptions body, to consider all applications for exemptions of the Council's Collective Agreement.
- (4) The exemption body shall decide on an application for exemption within 30 days of receipt.
- (5) Applications for Exemption shall be in writing on the prescribed form and fully motivated with relevant supporting documents.
- (6) Upon receipt of an application the Council shall refer it to the Exemptions Body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- (7) The Secretary of the Council shall issue to every person granted an exemption, a license signed by the Secretary of the Council, setting out -
 - (a) the full name of applicant concerned;
 - (b) the provisions of the Agreement from which the exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of subclause (2) subject to which such exemption is granted;
 - (d) the period for which the exemption shall operate; and
 - (e) the reason for the exemption being granted.
- (8) The Secretary of the Council shall -
 - (a) number consecutively all licenses issued;
 - (b) retain a copy of each license issued;
 - (c) where exemption is granted to an employer, forward a copy of the license to the employer concerned.
- (9) In the event of the Exemptions Body refusing to grant an application, the applicant shall have the right to appeal in writing against the decision to the Independent Body.



- 10 The council established an independent body to deal with applications for appeals as required by the Act
- 11 The independent body must hear and decide, as soon as possible and not later than 30 days after the appeal is lodged any appeal brought against the bargaining council's refusal of an application for exemption from the provisions of the collective agreement and the withdrawal of such an exemption by the bargaining council.
- (12) The notice of appeal must set out the grounds on which the applicant's appeal is based.
- (13) No representative, office bearers, or official of the council, trade union or employers' organisation party to the Council may be a member or participate in the deliberations of the Independent Body.
- (14) In considering the application, the Exemptions Body and Independent Body shall take into consideration all relevant factors, which any include, but shall not be limited to, the following criteria:
- ~~(a) The applicant's past record if applicable) of compliance with the provisions of this agreement, its amendment and Exemptions Certificate;~~
 - (b) any special circumstance that exist;
 - (c) any precedent that might be set;
 - (d) the period for which the exemption will operate;
 - (e) it is fair to both the employer, its employees and other employees in the sector;
 - (f) it does not undermine this Agreement;
 - (g) it will make a material difference to the viability of a business;
 - (h) it will assist with unexpected economic hardship occurring during the currency of the Agreement and will save unnecessary job losses.
 - (i) the interest of the industry as regards:
 - (i) unfair competition;
 - (ii) collective bargaining;
 - (iii) potential for labour unrest;
 - iv) increased employment;
 - (j) the interest of employees' as regards:
 - (i) exploitation;
 - (ii) job preservation;
 - (iii) sound conditions of employment;
 - (iv) possible financial benefits;
 - (v) health and safety;
 - (vi) infringement of basic rights
 - (k) the interest of the employer as regards:
 - (i) financial stability;
 - (ii) impact on productivity;
 - (iii) future relationship with employees' trade union;

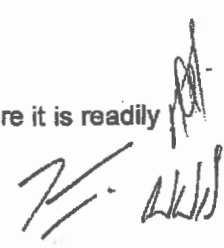
(iv) operational requirements

- (15) If the application is granted, the Exemption Body or Independent Body shall issue a Certificate, signed by its Chairman and Secretary, containing the following particulars:
- (a) the full name of the applicant(s);
 - (b) the trade name;
 - (c) the provisions of the Agreement from which exemption or appeal has been granted;
 - (d) the period for which then exemption or appeal shall operate;
 - (e) the date of issue; and
 - (g) the condition(s) of the exemption or appeal granted
- (16) the exemption body or independent body shall;
- (a) retain a copy of the certificate and number each certificate consecutively;
 - (b) forward a copy of the certificate to the Secretary of the Council; and
 - (c) forward to the employer a copy of a certificate issued to an employee.
- (17) An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.

5. REGISTRATION OF EMPLOYERS AND EMPLOYEES

- (1) Every employer shall, within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after that date shall, within the month of commencement of operations, forward to the Secretary of the Council a fully completed Registration as an Employer form, as per Annexure C here to and signed by the employer or mandated representative.
- (2) Where the employer is a partnership, information in accordance with subclause (1) regarding each of the partners, and the title under which the partnership operates, shall be furnished in addition to a copy of the partnership agreement.
- (3) Written notification shall be sent to the Council by every employer of an alteration in respect of any details supplied in terms of subclause (1) and such notification shall be given within 14 days of such alterations.

6. EXHIBITION OF AGREEMENT

- (1) Every employer to whom this Agreement is binding must –
- (a) keep a copy of the Collective Agreement affixed in a conspicuous place where it is readily accessible to all the employees at all times.
- 

- (b) an employer may charge an employee who requests a copy of the Collective Agreement a fee of no more than R0.50 for each page copied, unless the employee is a trade union representative or a member of a workplace forum in which case the employer is to provide the first copy of the Collective Agreement free of charge.

7. KEEPING OF RECORDS

- (1) Every employer must keep records containing at least the following information, as required in terms of section 31 of the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997), as amended. These records shall be kept in a legible and indelible manner.
- a) The employee's name, surname, identity number, tax number and occupation;
 - b) the time worked by each employee;
 - c) the remuneration paid to each employee;
 - d) the date of birth of any employee under 18 years of age; and
 - e) any other prescribed information.
- (2) A record in terms of subsection (1) must be kept by the employer for a period of three years from the date of the last entry in the record.
- (3) No person may make a false entry in a record maintained in terms of subclause (1).
- (4) The failure to comply with subclause 1 here above, the employer shall pay a penalty as stipulate in Schedule 2 table 1 of the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997), as amended. Such payment shall be made to the Council, as follows:-

Table One: Maximum Permissible Fine not Involving an Underpayment

No previous failure to comply	R300 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R600 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R900 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in	R1200 per employee in respect of whom

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respect of the same provision within three years	the failure to comply occurs
Four previous failures to comply in respect of the same provision within three years	R1500 per employee in respect of whom the failure to comply occurs

8. TRADE UNION REPRESENTATIVES ON THE COUNCIL

- (1) Every employer shall grant to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council.
- (2) When a Trade Union representative on the Council attends Council and Management Committee meetings during normal working hours, the Council shall refund to the Employer the time for which wages were paid in respect of the Trade Union representatives attendance as such meetings.

9. ADMINISTRATION OF AGREEMENT

- (1) The Council shall be the body responsible for the administration of this Agreement, and may issue expression of opinion and rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

10. AGENTS

- (1) The Minister of Labour shall, at the request of the Council, appoint one or more specified persons, who shall be designated as agents in terms of Section 33 of the Labour Relations Act, to assist in giving effect to the terms of this Agreement. The designated agent shall have the right in terms of Section 33 of the Act read with Schedule 10 of the Act to:-
 - (a) enter, inspect and examine any premises or place, in which the agent suspects that furniture manufacturing is carried on, at any time when he has reasonable cause to believe that any person is employed therein;

- (b) orally examine, either alone or in the presence of any other person, as the agent thinks fit, with respect to matters relating to this Agreement, every employee who the designated agent finds in or about the premises or place and require such employee to answer the questions put to him.
 - (c) require the production of any notice, book, list, file, electronic file, computer or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same.
 - (d) require the production of and inspect, examine and copy all pay sheets, file, electronic file, computer, or books wherein an account is kept of actual wages or remuneration paid to an employee whose wages are prescribed by this Agreement.
- (2) The designated agent, when entering, inspecting or examining any such place shall, on request, ~~produce his certificate of authority and may take with him an interpreter or any other person~~ reasonably required to assist in conducting an inspection.
- (3) Every person upon who the provisions of this Agreement are binding shall grant the designated agent any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions.

11. MONTHLY STATEMENT

- (1) All payments made to the Council in terms of clause 43, 44, 45, 47, 48 and to the Provident Fund in terms of clause 46 of this Agreement, shall be accompanied by a statement in the form specified in Annexure G to this Agreement.
- (a) Such statement is to be submitted by no later than the fifteenth (15th) day of each month following that in respect of which they are due.
 - (b) Such statement is to be accurately completed by the employer and is an acknowledgement of what the employer owes the Council and the Provident Fund.
- (2) Any monies received by the Council from an employer as payment in terms of subclause (1) shall, taking into account all the monies then owing to the Council by that employer, in the sole discretion of the Council, be allocated to and set off:-



- (a) against such amounts as have, at the date of such payment, been owing to the Council for the longest period of time, regardless of the intention of or any indication given by the said employer at the time of payment in respect of the allocation of such payment; or
- (b) on a pro rata basis, against any amounts owing to the Council; or
- (c) first against the Provident Fund contributions and thereafter as per (a) or (b) above; or
- (d) firstly to any costs incurred by the Council by reason of the failure of the Employer to make payment on or before the due date, including but not limited to any collection costs, collection commission and late payment interest.

12. COMPULSORY RETIREMENT AGE

- (1) Subject to the provisions of subclause (2) and (3) hereof, any employee who enters the Industry shall retire at the age of 60:

Provided that any employee who is employed in the Industry at the date upon which this Agreement comes into operation and who has already attained the age of 60 years shall retire at or before the age of 65.

- (2) Any employee who is employed in the Industry at the date upon which this Agreement comes into operation and has attained the age of 55 years or more may retire within 5 years of his present age, but shall retire at the age of 65.
- (3) Any employer who is registered with the Council in terms of clause 5 of this Agreement and every employee who is employed in the Industry as at the date on which this Agreement comes into operation, shall submit acceptable documentary proof of the employee's age to the Council.
- (4) The provisions of subclause (3) shall also apply to any employer or employee who enters the Industry after the date on which this Agreement comes into operation.
- (5) Any person currently employed by an employer and who has attained the age of 64 years or more shall retire within one year after the date on which this Agreement comes into operation.
- (6) Notwithstanding clauses 1 to 5 here above an employee may work beyond the age of 60 with the consent of his employer but must retire at age 65 unless an exemption is granted by the Council.



13. WEEKLY RETURN OF EMPLOYEES

- (1) Every employer shall submit to the Council a statement in the form specified in Annexure D of this Agreement reflecting particulars of any employees engaged, discharged, or who resigned during any month.
- (2) Such statement is to be submitted by no later than the fifteenth (15th) day of each month following that in respect of which they are due.

B. Terms and Conditions of Employment**14. DISPUTE RESOLUTION**

- (1) (a) In the event of a dispute arising about the interpretation or application of the Collective Agreement, the parties to the dispute must first refer the dispute to the Council for conciliation. If the dispute remains unresolved, any party to the dispute may request that the dispute be resolved through arbitration.
- (b) The party who refers the dispute to the Council must satisfy the Council that a copy of the referral has been served on all the other parties of the dispute.
- (2) (a) If a dispute is referred to the Council, and any party to the dispute is not a party to the Council, the Council must attempt to resolve the dispute:—
 - (a) through conciliation; and
 - (b) if the dispute remains unresolved after conciliation, the Council must arbitrate the dispute if —
 - (i) the Act requires arbitration and any party to the dispute has requested that may be resolved through arbitration; or
 - (ii) all the parties to the dispute consent to arbitration under the auspices of the Council
- (3) The dispute resolution procedure, as per Annexure F, deals with the manner in which the Council and its conciliators conduct dispute resolution proceedings.



15. PIECEWORK

- (1) No employer shall require or allow any person to work according to a system by which earnings are based on quantity of work done, except as provided in clause 16.
- (2) The failure to comply with subclause 1 here above, the employer shall pay a penalty as stipulate in Schedule 2 table 1 of the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997), as amended. Such payment shall be made to the Council, as follows:-

Table One: Maximum Permissible Fine not Involving an Underpayment

No previous failure to comply	R300 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R600 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R900 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R1200 per employee in respect of whom the failure to comply occurs
Four previous failures to comply in respect of the same provision within three years	R1500 per employee in respect of whom the failure to comply occurs

16. INCENTIVE BONUS

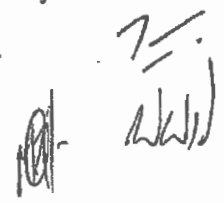
- (1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement, an employer may base an employee's remuneration on his output or the quantity of work done: -Provided that no such remuneration shall be permissible except in

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- the form of an incentive scheme, the terms of which have been agreed upon as set out in subcauses (2), (3) and (4) below.
- (2) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees, which may agree upon the terms of any such scheme.
- (3) The terms of any such incentive scheme, and any subsequent alteration thereto which may have been agreed upon by the committee, shall be reduced to writing and be signed by the members of the committee and shall not be varied by the committee or terminated by either party unless the party wishing to vary or terminate the agreement has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such an agreement.
- (4) An employee employed on an incentive bonus scheme for any period of time shall be paid by the employer the full amount earned by him under the incentive bonus rates agreed upon in terms of this clause.
- (5) The provisions of this clause shall not apply to learners or apprentices.

17. OUTWORK

- (1) No employer shall require or allow any of his employees to undertake work in connection with the Furniture Manufacturing Industry elsewhere than in his establishment, except when such work is in completion of an order placed with such employer and consists of fitting, assembling, repairing or polishing furniture in premises owned or occupied by the person for whom the work is undertaken.
- (2) No employee engaged in the Industry shall solicit or take orders for or undertake any work in connection with the Industry on his own account for sale or on behalf of any other person or firm for reward, whether for remuneration or not, while in the employ of an employer in the Industry.
- (3) No employer and/or employee shall undertake any work in connection with the Furniture Manufacturing Industry in any premises other than premises registered under the Occupational Health and Safety Act, 1993, or in factories registered with the Council and used solely for the work in the Industry, except such outwork as is provided in for in subclause (1) above.
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- (4) No employer shall give out work in connection with the manufacturing of furniture, either in whole or in part, irrespective of the materials used, other than in premises subject to registration in terms of the Occupational Health and Safety Act, 1993, and or factories registered with the Council and used solely for work in the Industry, except such outwork as is provided for in subclause (1).

18. HOURS OF WORK

Normal Working Hours

- (1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed as a caretaker or a watchman or for the delivery of goods, or foremen, managers, sub-managers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than **R205'433.30** per annum as per Notice Number 531 of Government Gazette No. 37795 of 1 July 2014, or as amended from time to time:-

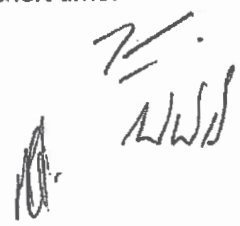
- (a) to work for more than 44 hours normal time, excluding meal intervals, in any one working week, comprising of: -
 - (i) Monday, Tuesday, Wednesday, Thursday, Friday.
- (b) to work more than ten(10) hours, excluding meal intervals on any one day;
- (c) to work continuously for more than five (5) hours without a meal interval of not less than one hour: Provided that:-
 - (i) an employer may agree with his employee to reduce the period of such intervals to not less than 30 minutes, and in that event the intervals may be so be reduced; and
 - (ii) periods of work interrupted by intervals of less than one hour, except where subclause 1(c)(i) applies shall be deemed to be continuous.

- (2) An employee shall be deemed to be working in addition to any period that he is actually working:-
- (a) during the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval;
 - (b) during any other period during which he is on the premises of his employer: Provided that if it is established that any such employee was not working and was free to leave the premises during any portion of any period, the presumption provided for in this subclause shall not apply in respect of such employee with reference to that portion of such period.

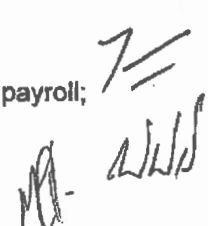
- (c) The employer must decide on the firm's ordinary weekly working hours from a range of ordinary weekly working hours from 40 hours to a maximum of 44 hours per week.
 - (d) The employer must inform employees and the Council of their firm's ordinary weekly working hours and to display them in a conspicuous place within the workplace.
 - (e) Should an employer wish to change the firm's ordinary working hours from what they had notified the Council and their employees they would be required to apply for an exemption from the Council before implementing any change to their ordinary weekly working hours. The Council may require seventy five per cent of the firm's employees to support the proposed change to the firm's ordinary weekly working hours.
- (3) Every employer shall display in his establishment in a place readily accessible to his employees a notice in the form specified in Annexure B to this part of the Agreement, specifying the starting and finishing times of work for each day of the week and the meal interval.
- (4) The provisions of this clause shall not apply to a watchman whose employer grants him a day off work of at least 24 consecutive hours in respect of every week of employment: Provided that:-
- (i) the employer makes no reduction in the watchman's wage in respect thereof;
 - (ii) in lieu of granting a watchman any such day off, an employer pays such watchman the wages he should have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted.

19. SHORT TIME

- (1) If owing to a slackness of trade, shortage of raw materials or a general break down of plant or machinery caused by accident or other unforeseen emergency, including any disruption in electricity supply, in any establishment it is found impossible to work full time, short time shall be worked by distributing the work fairly among the employees affected in the sections concerned.
- (2) An employee who on any day reports for duty at the usual starting time of the establishment and for whom work is not available for the whole the day in question, shall be paid in respect of such day an amount of not less than four hours' wages, unless he was notified by his employer by letter, email, WhatsApp, Short Message System (SMS), telephone call or by notice in a prominent place the previous working day.
- (3) The provisions of this clause shall not apply to learners who entered into learnership or apprenticeship contracts after August 1998, except where the entire factory is on short time.



20. PAYMENT OF REMUNERATION

- (1) (a) Remuneration shall be paid weekly, fortnightly or monthly in cash or by direct deposit into an employee's bank account, on the pay day of each establishment and not later than fifteen (15) minutes before the usual stopping time, or on termination of employment if this takes place before the ordinary pay day. The pay day of every establishment shall not be later than a Friday in each week when an employee is paid weekly, or by every second Friday when an employee is paid fortnightly, or by the last working day of the month in the case of a monthly paid employee, except where a Friday is a non-working day, then the pay day shall be the last working day preceding such Friday.
- ~~(b) If wages and overtime are paid electronically as per the provisions of paragraph (a) of this subclause, the wages and overtime must be available on the due pay date and shall be available for withdrawal by the advertised time of closing, as provided for in subclause (1)(a).~~
- (c) Notwithstanding the provisions of subclause (1)(a), an employer and his employee may agree that the remuneration, if any, due to the employee in respect of that portion, if any, of the week immediately preceding the date upon which the employee's annual leave referred to in clause 45(3)(a) commences, shall be paid to the employee at the same time as the employee's remuneration, if any, due to the employee in respect of the week or portion of the week immediately following the date upon which the employee said annual leave ends.
- (2) Any remuneration due to an employee and paid in cash shall be handed to him in a sealed envelope. The employee is to verify signed acknowledgement of receipt of the amount reflected on the envelope in the presence of the employer or his designate.
- (3) The employer must provide an employee with a statement by no later than fifteen (15) minutes before the usual stopping time on each pay day on which shall be recorded:-
- (a) the employer's name;
 - (b) the employee's name, occupation, rate of pay, his number on the employer's payroll;
 - (c) the number of ordinary hours of work worked by the employee;
- 

- (d) the number of overtime hours worked by the employee;
- (e) the number of hours worked by the employee on Sunday, a public holiday or during his free period;
- (f) the employee's wage;
- (g) the details on any other remuneration arising out of the employee's employment;
- (h) the details on any deductions made;
 - (i) the actual amount paid to the employee;
 - (j) the period in respect of which payment is made; and
 - (k) the holiday and bonus fund contributions due by the employer for the pay period.

The envelope or such statement on which these particulars are recorded shall become the property of the employee.

- (4) No premium for the training of an employee shall be charged or accepted by the employer:

Provided that this subclause shall not apply in respect of training schemes to which the employer is legally required to contribute.

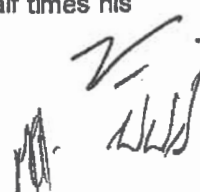
- (5) No charge, for damage done to material or deduction of any description, other than the following may be made from the remuneration due to an employee:

- (a) except where otherwise provided in this Agreement, an amount proportionate to any period when an employee is not at work other than on the instructions or at the request of the employer;
- (b) with the written consent of the employee, deductions for sick, insurance, pension or other similar funds, membership of which is not compulsory in terms of any of the Council's agreements;
- (c) deductions in terms of the Council's agreement;
- (d) contributions in terms of the Council's agreement;
- (e) a deduction of any amount that an employer is required or permitted to make by law or by order of any competent court;
- (f) any amount that may be set off in accordance with common law against any debt owing to an employer by an employee;
- (g) subject to the provisions of clause 19, a deduction proportionate to the amount of short time worked;

- (h) a deduction proportionate to any time that an establishment may be closed by mutual agreement between the employer and not less than 75% of his employees;
 - (i) deductions in respect of loans granted in terms of the rules of the Council's Provident Fund Housing Assistance Scheme.
 - (j) deduction in respect of damage determined by disciplinary hearing due to negligence.
- (6) During the first four weeks of service of an employee no contributions shall be made by an employer nor his employee in respect of such employee, where after all contributions in terms of this agreement by both the employer and employee become due and payable. However, if the employee is in employment in excess of four weeks then the Holiday and Bonus Fund contributions from the employee's date of engagement is due and payable. Such amount is to be paid to the Council in the month following.

21. OVERTIME

- (1) Subject to the provisions of this clause, an employer may not require or permit an employee:-
- (a) to work overtime except in accordance with an agreement;
 - (b) to work more than:-
 - (i) three (3) hours overtime on a normal work day; and
 - (ii) thirteen (13) hours overtime a week.
- (2) (a) All time worked in excess of the establishment's normal daily and weekly hours of work in any one week, including:-
- Saturdays and any time worked outside of the specified starting and finishing times of work for each day of the week in terms of clause 18(3), other than time worked or deemed to have been worked on a Sunday, shall be regarded as overtime.
- (b) **PAYMENT FOR OVERTIME:**
- (i) An employer shall pay an employee who works overtime at a rate of not less than:-
 - (a) in respect of overtime up to 13 hours in any one week, one and a half times his hourly wage rate for each hour or part of an hour so worked;



- (b) in respect of overtime exceeding thirteen (13) hours in any one week, double his ordinary hourly wage rate.

(ii) **Top Up Lost Normal Time Hours** – overtime hours in the same week, excluding hours worked on a Sunday, can be used to top up unpaid normal time hours of the same or following week before overtime becomes payable.

(c) PAYMENT FOR PUBLIC HOLIDAYS:

- (i) An employer may not require an employee to work on a public holiday except in accordance with an agreement;
- (ii) If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay:-

- (a) an employee who does not work on the public holiday at least the wage the employee would ordinarily have received for work on that day;
- (b) An employee who does work or is deemed to have worked on the public holiday:-
 - (i) at least double the amount referred to in paragraph (a); or
 - (ii) if it is greater, the amount referred to in paragraph (a) plus the amount earned by the employee for the time worked on that day.

(d) PAYMENT FOR SUNDAY WORK:

- (i) An employer shall pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer shall pay the employee at one and a half times the employee's wage for each hour worked.
- (ii) If an employee works less than an employee's ordinary shift on Sunday and if the payment that the employee is entitled to in terms of subclause (i) is less than the employee's ordinary daily wage, the employer shall pay the employee the employee's ordinary daily wage.
- (iii) Notwithstanding subclauses (i) and (ii), an agreement may permit an employer to grant an employee who works on a Sunday paid time off equivalent to the difference in value between the pay received by the employee for working on the

Sunday and the pay that the employee is entitled to in terms of either subclauses

(i) and or (ii).

(iv) Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday shall not be taken into account in calculating an employee's ordinary hours of work in terms of clause 18 of this Agreement regarding hours of work, but shall be taken into account in calculating the overtime hours of work by the employee in terms of clause 21(1)(b) regarding overtime.

(v) If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on another day, in which case the whole shift shall be deemed to have been worked on the other day.

(vi) An employer shall grant paid time off in terms of subclause (iii) within one month of the employee becoming entitled to it.

(vii) An agreement in writing may increase the period contemplated by subclause (d)(vi) here above to 12 months.

(e) PAYMENT FOR TIME WORKED IN

For any time worked in by agreement between an employer and at least 75% of his employees in lieu of normal working time which will be lost owing to the closure of a factory only on any of the days mentioned in clause 45 (1), an employee shall be paid at the ordinary hourly rate for the employee concerned: Provided that such time shall be worked in during the four weeks prior to such closure on the respective days.

(f) ELECTRICAL POWER OUTAGES

For any time worked in by agreement between an employer and at least 75% of his employees in lieu of normal working time which will be lost owing to the closure of a factory, an employee shall be paid at the ordinary hourly rate for the employee concerned: Provided that such time shall be worked in during the following four weeks to such closure.



- (3) The provisions of subclause (2) (a) shall not apply to any employees specified in Notice Number 531 of Government Gazette No. 37795 of 1 July 2014; namely foremen, managers, sub-managers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than R205'433.30 per annum, or as amended from time to time.

22. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

- (1) An employee who is included in one of the classes mentioned in PART II of this Agreement and who at the date of coming into operation of this Agreement is receiving a higher wage than the minimum wage for such class as specified in Annexure A shall, for as long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving on such a date, subject to the condition that the Council may authorize a reduction of higher wage to the level prescribed in this Agreement for an employee of his class.

23. WAGES

- (1) Subject to the provisions of clauses 20, 21, 43, 44, 45 and 46 of this part of the Agreement, no employer shall pay and no employee shall accept wages lower than those described in Annexure A of PART III, of this Agreement, as amended from time to time.
- (2) The failure to comply with subclause 1 here above, the employer shall pay a penalty as stipulate in Schedule 2 table 2 of the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997), as amended. Such payment shall be made to the Council, as follows:-

Table Two: Maximum Permissible Fine Involving an Underpayment

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within three years	50% of the amount due, including any interest owing on the amount at the date of the order

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A previous failure to comply in respect of the same provision within a year, or two previous failures to comply in respect of the same provision within three years	75% of the amount due, including any interest owing on the amount at the date of the order
Three previous failures to comply in respect of the same provision within three years	100% of the amount due, including any interest owing on the amount at the date of the order
Four previous failures to comply in respect of the same provision within three years	200% of the amount due, including any interest owing on the amount at the date of the order

24. EMPLOYMENT OF MINORS

- (1) No person shall employ a child in the Industry:-
- (a) who is under 15 years of age; or
 - (b) who is under the minimum school leaving age in terms of any law or is under the age of 15 years.
- (2) No person may employ a child in employment:-
- (a) that is inappropriate for a person of his age;
 - (b) that places at risk the child's well-being, education, physical or mental health, or spiritual, moral or social development.
- (3) A person who employs a child in contravention of subclause 1 or 2 commits an offence.
- (4) Employment of children 15 years of age or older:-
- (a) subject to section 43 (2) of the Basic Conditions of Employment Act, 1997, the Minister may, on the advice of the Council, make regulations to prohibit or place conditions on the employment of children who are at least 15 years of age and no longer subject to compulsory schooling in terms of any law.
 - (b) a person who employs a child in contravention of subparagraph (a) commits an offence.

- (5) Medical examinations: the Minister may, after consulting the Council, make regulations regarding the conduct of medical examinations of children in employment.
- (6) Prohibitions:
- (a) it is an offence to –
- (i) assist an employer to employ a child in contravention of this Agreement;
- (ii) discriminate against a person who refuses to permit a child to be employed in contravention to this Agreement.
- (7) Evidence of age: in any proceedings in terms of this Agreement, if the age of an employee is a relevant factor for which insufficient evidence is available, it is for the party who alleges that the employment complies with the provisions of this clause to prove that it was reasonable for that party to believe, after investigation, that the person was not below the permitted age in terms of subclauses (1), (2) and (4).
- (8) Prohibition of forced Labour:-
- (a) Subject to the Constitution of the Republic of South Africa, all forced labour is prohibited.
- (b) No person may, for his own benefit or for the benefit of someone else, cause, demand or impose forced labour in contravention of subclause (a).
- (c) A person who contravenes subclauses (a) or (b) commits an offence.
- (9) Any person found to have committed an offense in terms of this clause and who at the commencement date of the child's employment was under the age of fifteen (15) years shall pay a penalty as stipulate in Schedule 2 table 1 of the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997), as amended. Such payment shall be made to the Council. Such penalty is to be paid to the Council.

25. FORENOON AND AFTERNOON INTERVALS

- (1) Every employee shall be given an interval of ten minutes both in the forenoon and afternoon of each day, and such intervals shall be deemed to be time worked.

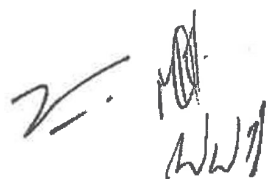


26. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

- (1) An employer who requires or permits a member of one class of his employees to perform, either in addition to his own work or in substitution for such work or work for another class for which, either:-
- (a) a wage higher than that of his own class; or
 - (b) a rising scale of wages terminating in a wage higher than that of his own class, as prescribed in PART III, Annexure A, shall pay to such employee in respect of that day:-
 - (i) In the case referred to in paragraph (a), not less than the daily wage calculated on the highest hourly rate for the higher class.
 - (ii) In the case referred to in paragraph (b), not less than the daily wage calculated on the highest hourly rate for the highest class: Provided that where the difference between classes in the terms of PART III, Annexure A is based on experience, the provisions of this clause shall not apply.
 - (iii) Sub-clause (b)(i) and (ii) shall not apply where an employer and employee have entered into a written agreement where an employee accepts a lesser hourly rate for the hours worked in a lower class of work.
- (2) Subclause (1) here above is to be read with clause 30, basis of payment.

27. ABATEMENT OF WAGES




- (1) No employee shall, while in the employ of the employer, give to and no employee shall receive from such employer any gift, bonus, loan, guarantee or refund, either in cash or in kind, which will in effect amount to an abatement in the wages which must, in terms of this Agreement, be paid to such employee.
- (2) No employee shall be required as part of his contract of service to board or lodge with his employer or at any place nominated by his employer or to purchase any goods or to hire property from his employer.



28. CONTRACT OF SERVICE

- (1) Subject to the provisions of clause 29 of this Agreement, the permanent appointment of any employee who enters the service of an employer in the industry shall be subject to the completion of a probationary period of not more than 13 weeks.
- (2) Every employer shall, when engaging a new employee, issue such an employee with a letter of appointment in the form specified in Annexure E or in any other form as may be specified by the Bargaining Council.
- (3) A employee on a fixed period contract shall become a permanent employee after three (3) months of service, subject to the provisions of Section 198B of the Labour Relations Act.

29. TERMINATION OF EMPLOYMENT

- (1) Subject to subclause (4) hereof, a contract of employment may be terminated by either party giving notice of not less than:-
 - (a) 24 hours, if the employee has been employed for thirteen (13) weeks or less;
 - (b) two weeks, if the employee has been employed for more than thirteen weeks, but not more than fifty two (52) weeks;
 - (c) four weeks, if the employee has been employed for more than fifty two (52) weeks
 - (2) (a) Notice of termination of a contract of employment shall be given in writing, except when it is given by an illiterate employee in which case it shall be given in the presence of a fellow employee or witness.
(b) If an employee receives notice of termination of employment and is not able to understand such notice, the notice shall be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonably understands.
 - (3) Notice of termination of a contract of employment given by an employer shall:-
 - (a) not be given during any period of leave to which the employee is entitled in terms of clause 45 (3) (a); and
 - (b) not run concurrently with any period of leave to which the employee is entitled in terms of clause 45 (3) (a), except in the case of sick leave.
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(4) PAYMENT INSTEAD OF NOTICE

- (a) Instead of giving an employee notice in terms of subclause (1), an employer may pay the employee the remuneration the employee would have received, calculated in accordance with this Agreement, if the employee had worked during the notice period.
- (b) If an employer gives notice of termination of employment and the employer waives any part of the notice, the employer shall pay the remuneration referred to in subclause (4) (a), unless the employer and the employee have agreed otherwise in writing.
- (c) If an employee fails to give an employer notice of termination and fails to work out notice in terms of subclause (1), an employer may claim such notice pay from the employee's Holiday and Bonus Fund.

(5) Nothing in this clause affects the right:—

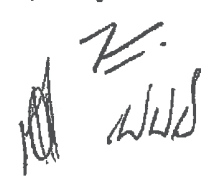
- (a) of a dismissed employee to dispute the lawfulness or fairness of the dismissal in accordance with Chapter VIII of the Labour Relations Act, 1995, or any other law; and
- (b) of an employer or an employee to terminate a contract of employment without notice for any cause recognized by law.

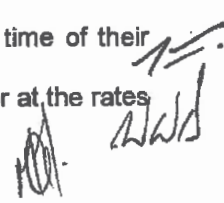
30. BASIS OF PAYMENT

- (1) Notwithstanding anything to the contrary contained in this Agreement, payment for all work done shall be at the rate prescribed for the operation or operations performed, and shall not be based on the technical skills or qualifications of the employee concerned.

31. NIGHT-SHIFT WORK

- (1) In this section, "night work" means work performed after 18H00 and before 06H00 the next day.
- (2) An employer may only require or permit an employee to perform night work if so agreed, and if:-
 - (a) the employee is compensated by the payment of a ten percent (10%) allowance on his wage rate in addition to his wage rate for all time worked during the night shift, or by a reduction of working hours; and



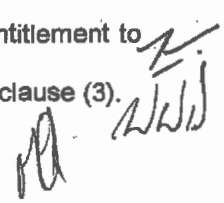
- (b) transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.
- (3) An employer who requires an employee to perform work after 23H00 and before 06H00 of the next day on a regular basis shall:-
- (a) inform the employee in writing, or orally if the employee does not understand a written communication, in a language that the employee understands:-
- (i) of any health or safety hazards associated with the work that the employee is required to perform; and
- (ii) of the employee's right to undergo a medical examination in terms of subclause (3) (b) here below;
- (b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards:-
- (i) before the employee starts, or within a reasonable period of the employee starting such work; and
- (ii) at appropriate intervals while the employee continues to perform such work; and
- (c) shall transfer the employee to suitable day work within a reasonable time if:-
- (i) the employee suffers from health conditions associated with the performance of night work; and
- (ii) it is practicable for the employer to do so.
- (4) For the purposes of subclause (3), an employee performs night work on a regular basis if the employee works for a period of longer than one hour after 23H00 and before 06H00 at least five times per month or 50 times per year.
- (5) The Minister may, after consulting the Council, make regulations relating to medical examinations for employees who perform night work.
- (6) If a shift worked by an employee falls on a public holiday and another day, the whole shift shall be deemed to have been worked on a public holiday, but if the greater portion of the shift was worked on the other day, the whole shift shall be deemed to have been worked on the other day.
- (7) All the provisions of this Agreement relating to day shift workers shall *mutatis mutandis* apply equally to night shift workers, and all time worked by night-shift workers after the time of their usual shift in the establishment concerned shall be regarded as overtime and paid for at the rates
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prescribed in clause 21 as applying to the day the shift was deemed to have been worked as per subclause (6) here above.

32. HOURLY RATES

- (1) Notwithstanding anything to the contrary contained in this Agreement, all work performed by employees, other than employees in receipt of a fixed weekly, fortnightly or monthly wage, shall be paid for at an hourly rate, the hourly rate to be determined by dividing the actual weekly wage by 44 or such lesser number of hours as may be ordinarily worked by an establishment.
- (2) In order to determine the hourly rate of a monthly paid employee, for example in order to calculate the overtime pay that may be due to such an employee, the employee's monthly wage shall be ~~divided by 4,333 and thereafter by 44 or such lesser number of hours ordinarily worked by an~~ establishment.
- (3) In determining the actual weekly or monthly wage of any worker engaged in night-shift work, there shall be included therein the additional 10% of the prescribed rate referred to in clause 31.

33. SICK LEAVE

- (1) An employee's "sick leave cycle" means the period of 36 months employment with the same employer immediately following:
 - (a) an employee's commencement of employment; or
 - (b) the completion of that employee's prior sick leave cycle.
 - (2) During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks. Unless an employee is contracted to work less than five days a week it would mean that an employee working a five day week is to receive thirty (30) days paid sick leave per sick leave cycle.
 - (3) Notwithstanding subclause (2), during the first six months of employment, an employee shall be entitled to one (1) day's paid sick leave for every twenty six (26) days worked.
 - (4) During an employee's first sick leave cycle an employer may reduce the employee's entitlement to sick leave in terms of subclause 2 by the number of days sick leave taken in terms of subclause (3).
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(5) Subject to subclause 6, an employer shall pay an employee for a day's sick leave the wage the employee would ordinarily have received for work:-

- (a) the Employee would have ordinarily have received on that day; and
- (b) on the employee's usual payday.

(6) An employee may take sick leave in respect of the whole or a part of the day.

(7) PROOF OF INCAPACITY

(a) An employer is not required to pay an employee in terms of subclause (5) if the employee has been absent from work for more than two (2) consecutive days or on more than two (2) consecutive occasions during an eight-week period, and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

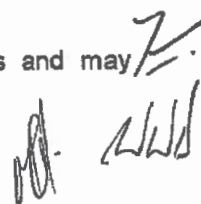
~~(b) The medical certificate shall be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.~~

34. TRIAL PERIOD

- (1) An employee's first thirteen (13) working weeks of employment with his employer shall be a trial period paid for according to the latest wage agreement. Clause 20(6) shall *mutatis mutandis* apply.
- (2) The termination of such employment during a trial period shall be subject to notice of twenty four (24) hours.

35. MATERNITY LEAVE AND TEMPORARY CONTRACT EMPLOYEES

- (1) A female employee shall be entitled to unpaid maternity leave as specified hereunder: Provided that the employee has worked for the same employer for a period of twelve (12) consecutive months (excluding unpaid leave) immediately preceding such maternity leave.
 - (a) The maternity leave shall be for a period not exceeding six (6) months and may commence one month prior to the expected date of her confinement.



- (b) During such leave the employee shall have a guarantee of re-employment on the same terms and conditions that applied on the date of her going on maternity leave.
 - (c) Should such terms and conditions have been altered during her maternity leave by an amendment to any of the agreements under the Council's jurisdiction, such new terms and conditions shall apply.
- (2) The maternity leave with the guarantee of re-employment shall be subject to the following conditions:-
- (a) The employee on maternity leave shall give her employer not less than five (5) working days' notice of her intention to return to work.
 - (b) Proof of confinement shall be submitted to the employer after the employee's return to work in the form of a birth certificate, or a death certificate in the case of a miscarriage.
 - ~~(c) The employer shall be permitted to employ a temporary employee in the same category~~ as the employee who has been granted maternity leave on a temporary contract agreement for the period of absence of the employee who has been granted maternity leave.
 - (d) During the period referred to in subclause (c) all the provisions of the Agreements administered by the Council shall apply to the employer and the temporary employee.
 - (e) The services of a temporary employee employed in terms of this clause may be terminated by the employer or the employee as provided in clause 29 hereof.

36. SEVERANCE PAY

- (1) On the termination of an employee's contract of employment as a result of any of the following:-
- (a) Retrenchment; or
 - (b) Redundancy;
- such employee shall receive from his employer severance pay: Provided that such severance pay shall not be less than one week for every completed year of service.



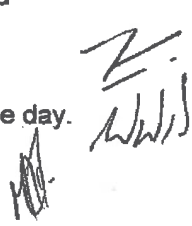
37. CASUAL EMPLOYEES

- (1) A casual employee means an employee that works for an employer for less than twenty four (24) working hours in a month.

38. NEW ENTRANT

The minimum wage of a new entrant shall not be less than the wage as at the 1st of October of the previous year. The minimum wage of a new entrant engaged in any or all of the operations specified, shall be as specified in Annexure A of PART III of this Agreement.

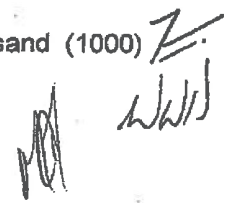
39. FAMILY RESPONSIBILITY LEAVE

- (1) This clause applies to an employee:-
- (a) who has been in employment with an employer for longer than four (4) months; and
 - (b) who is contracted to work for that employer for at least four (4) days a week.
- (2) An employer shall grant an employee, during each annual leave cycle, at the request of the employee, three (3) days paid leave, and two days unpaid leave, which the employee is entitled to take:-
- (a) when the employee's child is born;
 - (b) when the employee's child is sick; or
 - (c) in the event of the death of:-
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- (3) Subject to subclause (5), an employer shall pay an employee for a day's family responsibility leave:-
- (a) the wage the employee would ordinarily have received for work on that day; and
 - (b) on the employee's usual pay day.
- (4) An employee may take family responsibility leave in respect of the whole or a part of the day.
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- (5) Before paying an employee for leave taken in terms of this clause, an employer may require reasonable proof of the event contemplated in subclause (1) for which the family responsibility leave was requested.
- (6) An employee's unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle during which it accrues.

40. TRADE UNION REPRESENTATIVES

- (1) **NUMBER OF SHOP STEWARDS:** In any work place in which at least ten (10) members of a representative trade union are employed, those members are entitled to elect from among themselves:-
 - (a) ~~if there are ten (10) members of the trade union employed in the workplace, one (1) Trade Union representative;~~
 - (b) if there are more than ten (10) members of the trade union employed in the workplace, two (2) trade union representatives;
 - (c) if there are more than fifty (50) members of the trade union employed in the workplace, two (2) trade union representatives for the first fifty (50) members, plus a further one (1) trade union representative for every additional fifty (50) members up to a maximum of seven (7) trade union representatives.
 - (d) if there are more than three hundred (300) members of the trade union employed in the workplace, seven (7) trade union representatives for the first three hundred (300) members, plus one (1) additional trade union representatives for every one hundred (100) additional members up to a maximum of twelve (12).
 - (e) if there are more than 600 members of the trade union employed in the workplace, 10 trade union representatives for the first 600 members, plus one additional trade union representative for every 200 additional members up to a maximum of twelve (12) trade union representatives; and
 - (f) if there are more than one thousand (1000) members of the trade union employed in the workplace, twelve (12) trade union representatives for the first one thousand (1000)



members, plus one (1) additional trade union representative for every five hundred (500) additional members up to maximum of twenty (20) trade union representatives.

- (2) The name/s of the shop steward/s and/or senior shop steward/s elected in the employer's establishment shall be conveyed to the employer in writing by the trade union as soon as they become known.
- (3) The constitution of the representative trade union governs the nomination, election and the terms of office and removal from office of a trade union representative.
- (4) A trade union representative has the right to perform the following functions:-
 - (a) at the request of an employee in the workplace, to assist and represent the employee in grievance and disciplinary proceedings;
 - (b) to monitor the employer's compliance within the workplace related to the provisions of this Agreement and of any law regulating terms and conditions of employment and any collective agreement that is binding on the employer;
 - (c) to report any alleged contravention of the workplace related provisions of this Agreement and of , any law regulating terms and conditions of employment and any collective agreement that is binding on the employer to:-
 - (i) the employer;
 - (ii) the representative trade union; and
 - (iii) the Council; and
 - (d) to perform any other function agreed to between the representative trade union and the employer.
- (5) **SHOP STEWARD TRAINING:** For the purpose of attending the training course and/or training seminars arranged by the trade union party to this Agreement, shop stewards shall be entitled to three days' paid leave per annum and senior shop stewards to six days' paid leave per annum with effect from the date of coming into operation of this Agreement, subject to the following conditions:-
 - (a) The cycle of shop steward leave shall commence on 1 January of each year. Leave not taken by the shop steward and/or senior shop steward shall accrue to a newly elected shop steward and/or senior shop steward during any one leave cycle. Leave shall not be cumulative nor shall it be transferable from one employer to another.
 - (b) Shop steward leave shall only be taken in the first eight calendar months of the year.

- (c) The trade union shall make the training course and/or training seminar content available to the employer at least seven days in advance.
- (d) Prior arrangements shall be made by the trade union with the employer for the release of the senior shop steward and/or shop stewards. Not more than fifty percent (50%) of the elected shop stewards at any particular employer shall attend in a training course and/or training seminar on any particular day.
- (e) A senior shop steward and/or shop stewards from any one employer shall not be required to attend a training course and/or attend a training seminar on/over consecutive days.
- (f) The trade union shall furnish the employer with written proof that the training course and/or training seminar, for which purpose the paid leave was granted, was attended by the particular senior shop steward and/or shop stewards concerned.

(6) — TRADE UNION OFFICE BEARERS — TIME OFF WORK


Time off work for trade union office bearers to attend trade union business is to be discussed directly with the employer of the respective trade union office bearers.

41. SUBSISTENCE ALLOWANCE

- (1) Whenever the work of an employee, for whom wages are prescribed in this agreement, precludes him from returning to his normal place of residence for his nights rest, he shall be paid, in addition to his ordinary remuneration, a subsistence allowance of not less than two hundred rand (R200) per such night.
- (2) The subsistence allowance excludes the cost of a meal and of obtaining a bed.

42. INDUSTRY RECRUITMENT POLICY

- (1) Preference shall be given to internal applications over external applications when vacancies are to be filled at any employer in the Industry. This preference shall subject to how reasonable it would be to expect the employer to train the internal applicant for the specific vacancy in question.



C. Contributions and Deductions**43. EXPENSES OF THE COUNCIL**

- (1) For the purpose of meeting the expenses of the Council, every employer shall deduct from the wages of each of his employees for whom a wage is prescribed in terms of this agreement an amount of:-

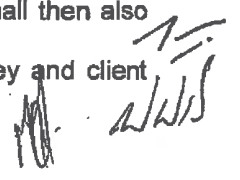
(a) Four Rand and Fifty Cents (R4.50) from the coming into operation of this Agreement.

Provided that no contribution shall be made in respect of any week if the earnings of the employee for such week do not exceed two fifths of his wage per week.

- (2) (a) To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council.

(b) Should any amount due in terms of this clause not be received by the Council on the 15th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest in terms of the applicable rate in terms of the Prescribed Rate of Interest Act on such amount or on such lesser amount as remains unpaid at the rates prescribed by the Prescribed Rate of the Interest Act, 1975, as amended, calculated from such 15th day until the day on which payment is actually received by the Council:

(c) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest on such amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, 1975 (Act.No.55 of 1975), [as amended,] calculated from such 15th day until the day upon which payment is received by the Council: Provided that the Council shall be entitled in its discretion to waive payment of such interest or part thereof in any individual instance. In the event of the Council incurring any costs of becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to forthwith pay all such costs of whatever nature as between attorney and client,



and all such collection commission and interest, and thereafter the reduction of the overdue capital amount.

44. TRADE UNION CONTRIBUTIONS

(1) Every employer shall each week deduct from the wages of each of his employees who are members of the trade union that is a party to this Agreement such contribution as may be payable by such employee to the trade union. The amounts so deducted shall be as determined in the constitution of the trade union concerned. The contributions so collected shall be paid to the Secretary of the Council not later than the 15th day of each month following that in respect of which they are due.

(2)(a) An employer who is in arrears with payments in terms of subclause (1) and who fails after being warned in writing by the Council to forward the outstanding amounts, shall upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay day of the week in respect of which the amounts are due. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on a monthly basis, as provided in terms of subclause (1).

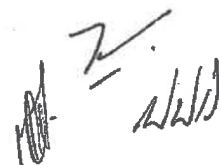
(b) Should any amount due in terms of this clause not be received by the Council on the 15th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay the applicable interest in terms of the applicable rate in terms of the Prescribed Rate of Interest Act on such amount or on such lesser amount as remains unpaid at the rates prescribed by the Prescribed Rate of the Interest Act, 1975, as amended, calculated from such 15th day until the day on which payment is actually received by the Council:

Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance. In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date the employer shall then also be liable to forthwith pay any such costs of whatever nature, between attorney and client and all such costs and

collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment made by the employer firstly by the satisfaction of such costs, collection commission and interest, and thereafter the reduction of the overdue capital amount.

45. HOLIDAYS AND THE HOLIDAY BONUS FUND

- (1) All public holidays as specified in the Public Holidays Act, 1994, or as may further be declared as such by the President of the Republic of South Africa by Government Gazette, shall be paid public holidays in terms of this Agreement.
- (2) Whenever a public holiday, as defined in subclause (1), falls on a Sunday, the following Monday shall be a public holiday, in terms of section 2 (1) of the Public Holidays Act, 1994.
- (3) (a) Every employer shall grant his employees annual leave of 15 consecutive working days, to commence not before 16 December and not later than 23 December. Provided that the annual shutdown period shall be extended by virtue of the fact that any statutory public holidays falling within this period shall not be included in the said 15 working days. Provided that the employer shall advise the council at least 30 days prior to the date on which such leave is to commence of the date on which his establishment is to close, and if no such notification is received, an establishment shall close on the afternoon of 22 December.
- (b) Annual leave may be split by agreement with the majority, fifty percent plus one, of the employees provided that a minimum of ten consecutive working days be taken during the annual shut down period. The remaining leave days are to be taken before the end of September of the following year.
- (c) No employer shall perform work or require or allow an employee to perform work and no employee shall undertake or perform work, whether for remuneration or not, during the annual leave referred to in clause (3)(a).



Holiday Bonus Fund:**(4) (a) The fund known as the SOUTH-WESTERN DISTRICTS FURNITURE HOLIDAY FUND**

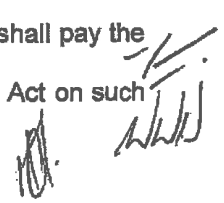
(hereinafter referred to as the Fund), established in terms of the Agreement published in the Schedule to Government Notice No. 465, dated 1 April 1960, is hereby continued. Every employer shall each week pay into the Fund a sum equal to thirteen per cent (13%) of the actual remuneration, excluding the first ten (10) hours of overtime and bonus payments earned by each of his employees during that week. When making such payment, the employer shall furnish a statement in the form specified in Annexure G to this Agreement.

(b) Notwithstanding the provisions of subclause 1(a), the amount of thirteen per cent (13%) may be reduced to six percent (6%) of the remuneration payable to an employee in respect of any week, excluding the first ten (10) hours of overtime and bonus payments earned by each of his employees during that week, during which the employee absents himself from work for any reason whatsoever, other than absence on the instructions or at the request of the employer or for medical reasons with a valid doctor's certificate for more than three hours in one week: Provided that if an employee absents himself from work on account of illness beyond the three-hour limit, the employer may, as a condition precedent to the payment of the latter amount, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided further that the contribution of six cent (6%) in respect of illness need not be paid for any period of absence in excess of twenty five (25) ordinary working days in any one year.

(c) Notwithstanding the provisions of subclauses (a) and (b) any employee who has worked a full year shall receive, as holiday pay, no less than six per cent (6%) of his wages earned during the year and the employer shall be responsible for making up any deficit should the payment an employee receives from the Council amounts to less than this figure.

(d) (i) Amounts payable in terms of subclause (a) hereof shall be paid no later than the 15th day of each month following that in respect of which they are due to the Secretary of the Council.

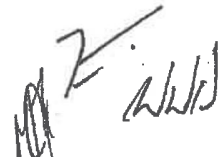
(ii) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay the interest in terms of the applicable rate in terms of the Prescribed Rate of Interest Act on such

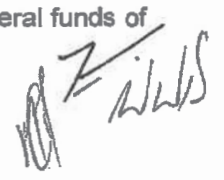


amount or on such lesser amount as may remain unpaid at the rates prescribed by the Prescribed Rate of the Interest Act, 1975, as amended, calculated from such 15th day until the day on which payment is actually received by the Council:

Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance. In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date the employer shall then also be liable to forthwith pay all such costs of whatever nature between attorney and client and all such costs and collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment made by the employer firstly by the satisfaction of such costs, collection commission and interest, and thereafter the reduction of the overdue capital amount.

- (e) Amounts payable in terms of subclause (a) hereof shall be paid by the employer in addition to any wage or overtime pay payable to an employee in terms of this Agreement, and shall not be deducted from the wages or overtime pay of such employee.
- (f) The Council shall keep a record of every employee in respect of whom payments are made in terms of subclause (a) hereof to the Fund and the amount paid to the Fund in respect of him.
- (g) The Fund shall be utilised for the purpose of the distribution to the employees of a holiday bonus on the following bases and operating over the following period: Between 8 and 23 December, every employee shall be paid a holiday bonus equal to the amount paid into the Fund in terms of subclause (a) hereof in respect of him during the year ending on the last pay day occurring in October.
- (h) The Council may invest any of the monies belonging to the Fund from time to time on fixed deposit or on call with a bank or registered building society and any interest accruing from such investments shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.
- (i) Monies due to employees who cannot be traced and who have not claimed payment within a period of two years from the date on which the monies became payable, shall accrue to the general funds of the Council.



- (j) Should the estate of an employer be sequestrated or a company, which is an employer, be placed in liquidation, and any monies due by such employer to the Council in terms of subclause (a) hereof in respect of any period of employment, not exceeding 12 months, have not been paid, the employee in respect of whom the money is due shall be entitled, on such sequestration or liquidation, to one and a half day's leave of each month of such period, not exceeding 12 months.
- (k) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for a similar purpose to that for which the Fund was established or continued in a subsequent agreement.
- (l) (i) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 61 of the Act during any period in which this Agreement is binding, the Council shall, subject to the approval of the Registrar of Labour Relations in terms of the first proviso of the said section of the Act, continue to administer the Fund and the members of such Council at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancies occurring on the Council may be filled by the Registrar from employers and employees in the Furniture Manufacturing Industry of the South Western Districts to ensure an equality of employer and employee representatives and alternates in the membership of the Council. In the event of the Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Council, who shall possess all the powers of such Council for that purpose.
- (ii) In the event of there being no Council in existence, the Fund shall upon expiry of the Agreement be liquidated in the manner set forth in paragraph (i) of this clause and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 60 of the Act, as if it formed part of the general funds of the Council.
- (m) Upon liquidation of the Fund, the monies remaining to the credit of the Fund after payment of all claims, including administration and liquidation expenses, shall be paid into the general funds of the Council.
- 

(n) A public accountant, an auditor, who shall be appointed by the Council and whose remuneration shall be decided on by the Council, shall audit the accounts of the Fund at least once annually and, not later than 30 June of each year, prepare a statement showing:-

(i) all monies received:-

(a) in terms of subclause (a) thereof; and

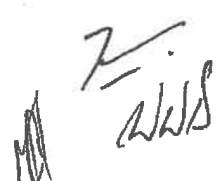
(b) from any other sources; and

(ii) expenditure incurred under all headings during the 12 months ended 31 October preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

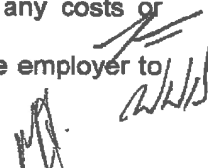
True copies of the audited statements and balance sheet,

counter signed by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible but not later than three months after the close of the period covered thereby, be transmitted by the Council to the Registrar of Labour.

46. PROVIDENT FUND



- (1) Subject to clause 20(6) here above every employee whose wages are prescribed in this Agreement shall be member of the Provident Fund of the Furniture Manufacturing Industry of the Western Cape, hereinafter referred to as the "Fund"; as published under Government Notice No. R. 76 of 2 February 2007 and as amended from time to time and shall contribute to the Fund in respect of each week of his employment an amount equivalent to a percentage of his normal wage per week as determined by the Council and reflected in Annexure "G" hereto: Provided that no contribution shall be made in respect of any week if the earnings of the member for such week do not exceed two fifths of his wage per week, except in those cases where employees are normally only employed in the Industry for two days or less.
- (2) Every employer of employees mentioned in subclause (1) above shall contribute to the Fund in respect of each week a sum equal to the contributions made by each of his employees.
- (3) All amounts payable in terms of subclauses (1) and (2) shall be paid by the employer to the Provident Fund month by month and not later than the seventh (7th) day of each month following that in respect of which they are due.
- (4) An employer who is in arrears with payments in terms of subclause (1) and who fails, after having been warned in writing by the Council, either in the form or a formal letter, email or a compliance order to forward the outstanding amounts shall, upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Fund not later than the Friday following the pay day of the week in respect of which the amounts are due. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis as provided for in terms of subclause (1).
- (5) Should any amount due in terms of this clause not be received by the Fund by the seventh (7th) day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest in terms of the applicable rate as per Government Gazette Number 33182, dated 12 May 2010, Notice Number 397 on such amount or on such lesser amount as may remain unpaid at the rate prescribed by the Pension Fund Act, Act No. 24 of 1956, calculated from such seventh (7th) day until the day upon which the payment is actually received by the Fund: In the event of the Council or Fund incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to



CONTINUES ON PAGE 130 - PART 2



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REPUBLIEK VAN SUID AFRIKA

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PART 2 OF 3

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AIDS HELPLINE: 0800-0123-22 Prevention is the cure

make any payment on or before the due date, the employer shall then also be liable to forthwith pay all such costs of whatever nature as between attorney and client and all such collection commission and costs, and the Council and or Fund shall be entitled in its absolute discretion to allocate any payment by the employer first to the satisfaction of such costs, collection commission and interest, and thereafter to the reduction of the overdue capital amount.

**47. LEVIES PAYABLE BY EMPLOYERS WHO ARE MEMBERS OF THE
EMPLOYERS' ASSOCIATION**

(1) Every employer who is a member of Garden Route Employers' Association shall forward to the Secretary of the Council any levy due and payable by members of the Association in terms of its constitution by not later than the fifteenth (15th) day of each month following that in respect of which such levies are due.

(2) (a) An employer who is in arrears with payments in terms of subclause (1) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts shall, upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay day of the week in respect of which the amounts are due.

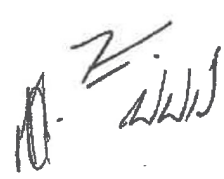
An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on a monthly basis, as provided in terms of subclause (1).

(b) Should any amount due in terms of this clause not be received by the Council by the fifteenth (15th) day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest in terms of the applicable rate in terms of the Prescribed Rate of Interest Act on such amount or on such lesser amount as may remain unpaid at the rate prescribed by the Prescribed Rate of interest Act, Act No. 55 of 1975, as amended, calculated from such fifteenth (15th) day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

In the event of the Council incurring any costs of becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then be liable to forthwith pay all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer first to the satisfaction of such costs, collection commission and interest, and thereafter to the reduction of the overdue capital amount.

48. MEDICAL ASSISTANCE SCHEME

- (1) An amount of Seven Rand Fifty Cents (R7.50) per week is payable by the Employer, only for employees who are members of the trade union, party to the Council, ill health benefit fund, being the National Union of Furniture and Allied Workers of South Africa.
- (2) The amount payable by the employer must be paid to the Council along with all other contributions by the 15th day of the month following that in which it became due.
- (3) The Council must collect the medical ill health benefit contributions and pay it over to the Trade Union on a monthly basis into an account administered by the respective Trade Union.
- (4) The National Union of Furniture and Allied Workers of South Africa is to make available to the Garden Route Manufacturers Association the quarterly management accounts other National Union of Furniture and Allied Workers of South Africa Medical Ill Health Benefit Fund and shall invite a representative of the Garden Route Manufacturer Association to attend such quarterly meetings of their Medical Ill Health Benefit Fund.
- (5) An Employer who is in arrears with payments in terms of sub-clause (1) and who fails after having been warned in writing by the Council, to forward the outstanding amount within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. An Employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of sub-clause (1).



- (6) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the Employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act No. 55 of 1975, as amended, calculated from such 15th day until the day upon which the payment is actually received by the Council:

Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

- (7) In the event of the Council incurring any costs or becoming obliged to pay any costs of collection commission by reason of the failure of the Employer to make any payment on or before the due date, the Employer shall then also be liable to forthwith pay all such costs of whatever nature and any ~~costs as between attorney and client and all such collection commission, and the Council shall be~~ entitled in its absolute discretion to allocate any payment by the Employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.
- (8) The provisions of sections 98 and 100 (b) and (c) of the Act apply.

PART II

OCCUPATION SKILLS LEVELS

FURNITURE MANUFACTURING INDUSTRY

1. UNSKILLED EMPLOYEES (Skill Level Code - 1)

Nature of work performed

Work at this level is of a manual and/or repetitive nature. Minimum skill is required and limited discretion and limited judgement applies. The employee will work under direct supervision.

All types of manual labour of a repetitive nature.

Some job titles

Truck assistant, cleaner, machine feeder, packer, stacker, sand paperer, operating a filling machine, securing mattress panels to springs, tea persons, other non-production operations, etc.

2. SEMI-SKILLED EMPLOYEES (Skill Level Code - 2)

Nature of work performed

Employees at this level will have limited skills training and are required to exercise limited discretion in performing tasks.

Employees work under direct supervision.

They will have a basic understanding of work flow and sectional output, meeting required quality standards.

- * Setting up and/or operating continuous processing machines.
- * Clerical and office staff e.g. storeman, despatch clerk, admin clerks, office clerks, etc.

Some job titles

Spray painting, silk screening, upholstering basic furniture e.g. occasional chairs, dining room/kitchen chairs, studio couches, repetitive welding in a jig, sandblasting, drivers, assemblers, clerical and admin clerks etc.

3. SKILLED EMPLOYEES (Skill Level Code – 3)

Nature of work performed

Employees at this level either have a recognised tertiary qualification or have gained competence through experience.

The employee is required to exercise a considerable degree of discretion and will be able to read technical drawings where necessary.

The employee must accept responsibility for meeting production outputs at an acceptable quality level.

Nature of work performed

- * All artisans who obtained a recognised artisan qualification
- * Technical staff who obtained a recognised technical qualification equivalent to at least M + 3.
- * Using a computer to construct working drawings and production schedules.

4. CHARGEHAND (Skill Level Code – 4)

Employees at this level will have a broad knowledge of the discipline that they supervise. They can either be working Chargehands or supervisory Chargehands.

They must be competent and trained in people management skills and will be responsible for outputs in the section within acceptable parameters.

They will be required to exercise analytical skills with a relevant high level of decision making.

5. FOREMAN/SUPERVISORS (Skill Level Code – 5)

Employees at this level will have experience in more than one discipline with competency in people management skills (e.g. motivation, discipline, safety and security, etc.)

They will be able to work from complex drawings and will be able to interpret and apply technical skills. They will be versed in on the job training. Employees at this level will regularly meet output targets maintaining an acceptable quality standard.

PART III
ANNEXURE A
MINIMUM WAGE RATES

NEW WAGE RATES AND FOR NEW ENTRANTS

1. Wage Increases

Employees employed by employers in the Furniture Manufacturing Industry whose occupations fall under Part II of this Agreement shall receive the following wage increase:-

- a) From the coming into operation of this agreement all employees are to receive a seven and a quarter percent (7.25%) across the board wage increase on their actual wage rate.

2. Minimum Wage for New Entrant Employees

With reference to PART II of this agreement the wages prescribed hereunder shall apply in accordance with clause 26 of PART I of this Agreement.

Employees referred to hereunder, engaged in all or any of the operations performed in the Furniture Manufacturing Industry at the date of the coming into operation of this Agreement shall be paid not less than the minimum prescribed hereunder.

**SPECIFIED MINIMUM HOURLY WAGE RATES
FOR NEW ENTRANT EMPLOYEES**

Sectors	Occupation Skills Level	Occupation Skills Level Code	Minimum hourly wage rate effective for New Entrant employees as from the coming into operation of this Agreement
Furniture Manufacturing Industry	Unskilled employees	1	R12.11
	Semi-skilled employees	2	R13.05
	Sander – 1 st 6 months	2a	R13.05
	Sander – after 6 months	2b	R15.62
	Scraper	2c	R15.62

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	Other Semi-Skilled	2d	R19.32
	Skilled employees	3	R20.76
	Chargehands	4	R21.96
	Foremen & Supervisors	5	R21.96

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ANNEXURE B**Notice required under clause 18 of Part 1 of the Agreement**

Day	Starting time	Finishing time	Meal interval
Mondays:.....:.....	to	to
.....:.....to.....:.....			
Tuesdays:.....:.....	to	to
.....:.....to.....:.....			
Wednesday:.....:.....	to	to
.....:.....to.....:.....			
Thursday:.....:.....	to	to
.....:.....to.....:.....			
Fridays:.....:.....	to	to
.....:.....to.....:.....			
Saturdays:.....:.....	to	to
.....:.....to.....:.....			
Forenoon interval	to		
Afternoon interval	to		

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ANNEXURE C**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE
SOUTH WESTERN DISTRICTS****REGISTRATION AS EMPLOYER**

The Secretary
Bargaining Council for the Furniture Manufacturing
Industry of the Western Cape
P.O. Box 1529
Sanlamhof
7532

Dear Sir,

In accordance with clause 6(1) of Part 1 of the Main Agreement, I hereby furnish you with the following particulars in connection with this business:

1. Name under which business is carried on
2. Registered name of Company with the Registrar of Companies (attach a copy of business registration certificate)
3. State the business registration number and date of incorporation.....
4. If the business is a partnership, a copy of the partnership agreement shall be lodged with this registration form, or where such lodged agreement does not contain the full terms and conditions of the agreement of partnership, the partners shall notify the Council in writing of all terms of the partnership agreement that are not included in the agreement lodged herewith. In the absence of a written agreement of partnership, the employer shall notify the Council in writing of all terms of the agreement of partnership.
5. Company's registered address as per Registrar of Companies
6. Address(es) at which business is carried on
7. Postal Address
8. Telephone number Facsimile number
Email Cell No.
9. Full names and home address of proprietor, partners, members, shareholders, managers, directors and secretary:

Full Name	ID Number	Home Address	State whether proprietor, partner, member, shareholder, manager, director or secretary

10. Date business commenced

Z. M. NWS

11. Business Bank details:

Bank	Account Name	Account Number	Branch Code

12. Number of employees

13. Basic weekly working hours

14. Name of Magisterial District in which business is situated

15. The employer, as detailed above, chooses *domicilium citandi et executandi* at the address set out in paragraph 5 above for all purposes arising from the Collective Agreement and arising from their registration as an employer with the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape. The employer shall be entitled to alter its *domicilium citandi et executandi* by means of written notice by prepaid registered post to the Council, provided that such change of *domicilium* shall only be effective 14 days after receipt of such notice by the Council.

I certify that the information given above is true and correct.

Authorised Signatory
Date

Name (Please Print)

[Handwritten signature]
[Handwritten initials]

ANNEXURE D**NOTICE REQUIRED IN TERMS OF CLAUSE 13**

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY
OF THE SOUTH WESTERN DISTRICT**

Details of Employees engaged, discharged, or who resigned during the week ended

.....

Return to be sent to Council weekly.

Name of Employer

Address

.....

Identity Number	Surname	First Names	Birth Date	Index Number	Occupation	Date Engaged

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Signature of Employer or authorised designated agent

ANNEXURE E

LETTER OF APPOINTMENT TO BE COMPLETED IN TERMS OF CLAUSE 28 (2)

EXAMPLE LETTER TO BE PLACE ON A COMPANY LETTERHEAD

From: Name and address of firm

.....

To: Name and address of Employee

.....

LETTER OF APPOINTMENT

This is to confirm your appointment as a

..... in the Grade

category at a rate of R per hour, with effect from

Your appointment as a permanent member of staff is subject to your completing a probationary period of 13 weeks, after which your appointment will be permanent.

Conditions of service in the Furniture Manufacturing Industry are regulated by the Main Agreement for the Bargaining Council for the Furniture Manufacturing Industry, South Western Districts. A copy of this Agreement is available for your perusal on request. In addition to the foregoing you will also be bound by the various rules and disciplinary procedures of this firm.

(a) These guidelines deal with the manner in which the Council and its conciliators conduct conciliation proceedings.

2. Purpose of guidelines

(a) The purpose of these guidelines are-

(i) to inform users of the Council's conciliation process of the policies and procedures adopted by the Council in conciliation;

(ii) to help Conciliators perform their functions; and

(iii) to promote consistency in the Council's approach to conciliation proceedings.

(b) These guidelines are drawn from the Commission for Conciliation, Mediation and Arbitration's (CCMA) best practice, the decisions of Commissioners of the CCMA, the courts, and the law.

3. Applications for condonation

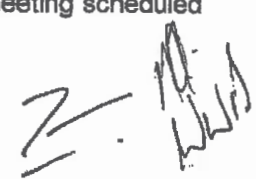
(a) An unfair dismissal dispute must be referred to the Council within 30 days of the date of dismissal. If the 30-day time limit has expired, the dismissed Employee must apply to the Council for condonation, that is permission to refer the dispute after the 30-day time limit has expired.

(b) The application must be attached to the dispute referral form and served with it on the other parties to the dispute and lodged with the Council.

(c) If at any time the Council becomes aware that the dispute was referred outside the 30-day time period, the Council may call on the applicant to apply for condonation.

(d) The application must include a signed statement which explains the reasons for the delay and deals with each of the considerations set out in paragraph 3(h) below.

(e) If the applicant requires condonation because he/she did not attend a conciliation meeting scheduled by the Council, the applicant must give reasons for failing to attend.



(f) The other parties to the dispute must reply to the application within fourteen (14) calendar days of receiving it. This reply must also include a signed statement, which is to be served on the applicant and filed with the Council.

(g) The applicant may reply to the other party's response within seven (7) days of receiving it. The applicant must serve the reply on the other parties to the dispute and then file it with the Council.

(h) The Conciliator must consider the application and any representations of the parties and must grant condonation to the applicant if there are good grounds for doing so. The Conciliator must consider the following:

- (i) *The degree of lateness:* If the referral is only a few days late, this may weigh in favour of condonation.
- (ii) *The degree of fault of the referring party of his/her authorised representative.* If the referral was late owing to circumstance beyond the control of the applicant, this may weigh in favour of condonation.
- (iii) *The reasonableness of the explanation:* If the explanation is improbable, this should weigh against condonation.
- (iv) Prejudice to the other parties to the dispute.
- (v) Prospects of success.

4. Province in which dispute is to be conciliated

(a) A dispute should be conciliated in the province in which the dispute arose.

(b) The Council may arrange for conciliation to be held telephonically if in its opinion the circumstances justify this and it is practicable to do so.

5. Jurisdictional disputes

(a) The policy of the Council is to discourage legal technicalities and to promote dispute resolution in the interests of social justice and labour peace. Accordingly, its policy is not to determine jurisdictional disputes at conciliation.

(b) If a party objects to the jurisdiction of the Council, the conciliator may-

- (i) conciliate the dispute on the basis that attendance and participation of all parties is without prejudice; or
- (ii) issue a certificate stating that the dispute has not been resolved.

6. Discretion to assume jurisdiction

(a) If at any time the Council becomes aware that the dispute could have been resolved by another bargaining council, an accredited agency or in terms of a Collective Agreement, the Council may, in terms of section 147 of the LRA-

- (i) exercise its discretion to assume jurisdiction;
- (ii) refer the dispute to the appropriate person or body for resolution.

(b) In determining whether or not to assume jurisdiction in terms of section 147, the Council must be guided by whether-

- (i) the referral is an attempt to bypass agreed or statutory procedures;
- (ii) substantial injustice will be done by referring the dispute to the appropriate person or body for resolution;
- (iii) the Council has jurisdiction.

(c) If the Council declines jurisdiction it must give the parties brief reasons for its decision and advise the parties as to the appropriate person or body for resolving the dispute.

7. Failure to attend conciliation proceedings

(a) If the applicant party attends a scheduled conciliation meeting and the responding party does not, the Conciliator may-

- (i) postpone the conciliation; or
- (ii) issue a certificate that the dispute has not been resolved.

Before issuing a certificate the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation.

(b) If the applicant party does not attend a scheduled conciliation meeting and the responding party does, the Conciliator may-

- (i) postpone the proceedings; or
- (ii) dismiss the referral.

Before deciding to dismiss the referral, the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation. If the referral has been dismissed, the Council must notify the parties that the referral has been dismissed.

(c) If a referral has been dismissed because a party did not attend a scheduled conciliation, the applicant party may refer the dispute to the Council again under a fresh dispute referral form. If the dispute being referred is about the fairness of a dismissal, and if the 30-day time limit for referral has expired, the party must apply for condonation in terms of paragraph 3 above.

8. Representation at conciliation proceedings

(a) Section 135 (4) explicitly states who may appear or be a representative in conciliation proceedings. A Conciliator does not have discretion to allow a person not listed in subsection (4) to appear or act as a representative.

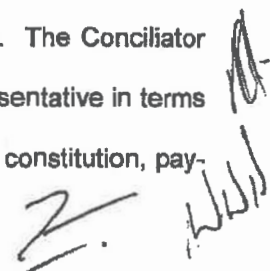
In the conciliation proceedings a party to the dispute may appear in person or be represented only by-

(i) a director or Employee of that party; or

(ii) any member, office bearer or official of that party's registered Trade Union or registered Employer's organisation.

(b) If a party objects to a representative or the Conciliator is of the opinion that a representative is not authorised in terms of section 135 (4), the Conciliator must decide whether that representative may attend.

(c) A dispute about the status and entitlement of a representative is a factual dispute. The Conciliator may call upon any person to demonstrate why he or she should be admitted as a representative in terms of section 135 (4) of the Act. The Conciliator may request documentation, such as the constitution, pay-



slips, the contract of employment, the prescribed form listing the directors of a company and recognition agreements. Representatives must be prepared to tender evidence in support of their status.

9. Applications for postponement

(a) The Council may, on application, postpone a conciliation hearing only in special circumstances. This policy is based on the fact that the Act emphasises expeditious dispute resolution and postponement inevitable causes delay.

(b) The Council will not allow matters to be postponed unless-

- (i) there is good reason to do so;
- (ii) the application is in good faith;
- (iii) the application is made as soon as practicable; and
- (iv) the other parties to the dispute are not unduly prejudiced.

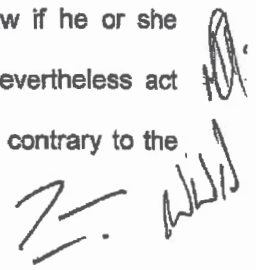
(c) If a postponement will result in expiry of the 30-day period allowed for conciliation (in section 135), the party seeking the postponement must furnish the Council with written proof that the parties have agreed to extend the 30-day period.

10. Impartiality of Commissioners

(a) A Conciliator must be independent, and must be seen to be independent. Conciliators should disclose any interest or relationship that is likely to affect their impartiality or which might create a perception of partiality.

(b) After disclosure, a Conciliator may conciliate if both parties so desire, but should withdraw if he or she believes that a conflict of interest exists irrespective of the view expressed by the parties.

(c) If a party objects to a Conciliator the dispute, the Conciliator should not withdraw if he or she determines that the reason for the objection is not substantial and he or she can nevertheless act impartially and fairly, and that withdrawal would cause unnecessary delay or would be contrary to the ends of justice.



(d) Conciliators must conduct themselves in such a way as to avoid any inference of bias.

11. Conclusion

(a) These guidelines lay down general principles to guide the Council's conciliators and staff in the exercising of their powers and functions. These principles are not hard and fast rules and every case presented to the Council must be considered on its merits.

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Z. -

ANNEXURE G:**MONTHLY STATEMENT TO BE SUBMITTED IN TERMS OF CLAUSE 11**

SWD Council Monthly
Returns 2016.xls

"(If you are not able to open the above SWD Monthly Return Excel file try the following - Right click on the icon, left click on "Worksheet Object", left click on "Open".)"

7=

A handwritten signature in black ink, appearing to be 'M. M. M.' or similar, written over the '7='.

NOTE: This Monthly Council Return Form indicating contributions is to be submitted not later than the 7th day of the month following that in which they were due to the Secretary, P.O. Box 1529, Sanleandro, 7532

FIRM'S P.A.Y.E. No.	
FIRMA SE P.A.Y.E. No. (Issued by SARS)	

FIRM'S CODE:	
FIRMA SE CODE:	
(Reserved for Client Use)	


FIRM'S CODE:	
FIRMA SE KODE:	(Pencatat per Clustering)

INTEREST WILL BE CHARGED ON PAYMENTS NOT RECEIVED BY THEIR DUE DATE. PROVIDENT FUND FROM THE 1st OF THE FOLLOWING MONTH AND ALL OTHER COUNCIL CONTRIBUTIONS BY THE 10th OF THE FOLLOWING MONTH.

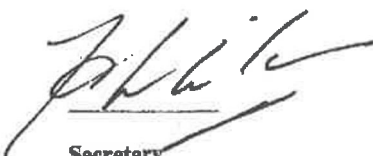
RENTTE IS BETALBAAR OP ALLE BEDRAE WAT NIE ONTVANG IS TEEN DIE BETALBARE DATUM. VOORSORGVONDS TEEN DIE 7de VAN DIE VOLGENDE MAAND EN AL DIE ANDER RAAD SE BYDRAES TEEN DIE 10de VAN DIE VOLGENDE MAAND.

Amount payable to the Bargaining Council for the month of	Jan-16	is	R 0.00
Amount payable to the Provident Fund for the month of	Jan-16	is	R 0.00

GARDEN ROUTE EMPLOYERS' ASSOCIATION (GREAT Levy = Nil/Nil, >>=Days = R 1000)	
BARGAINING LEVY / BEDKINGUS FOOI (Payable by Employers who are not GREAT members <=Days=Nil/Nil, >>=Days = R 1000)	
GRAND TOTAL GROOT TOTAAL	R 0.00



Chairman
Mr. W.W. Dycers

Vice- Chairman
Mr. M.N. van Aswegen

Secretary
Mr. T.O. Miles

NATIONAL TREASURY

NO. 498

18 MAY 2018

ALLOCATIONS TO METROPOLITAN MUNICIPALITIES OF GENERAL FUEL LEVY REVENUE

I, NHLANHLA NENE, Minister of Finance, in terms of item 3(2)(a) of Schedule 1 of the Taxation Laws Amendment Act, 2009 (Act No. 17 of 2009), hereby publish the allocations to be made to the metropolitan municipalities from the General Fuel Levy Revenue, as set out below:

Allocations of the Sharing of the General Fuel Levy to Metropolitan Municipalities for the 2018/19 Financial Year

Municipality	Allocation	R'thousand
Buffalo City Metropolitan Municipality	R 513 844	
City of Cape Town Metropolitan Municipality	R 2 558 136	
City of Johannesburg Metropolitan Municipality	R 2 942 282	
City of Tshwane Metropolitan Municipality	R 1 449 121	
Ekurhuleni Metropolitan Municipality	R 1 734 629	
eThekweni Metropolitan Municipality	R 2 338 680	
Mangaung Metropolitan Municipality	R 308 296	
Nelson Mandela Bay Metropolitan Municipality	R 623 566	

Signed at Pretoria on this ____ day of _____ 2018


NHLANHLA NENE, MP
MINISTER OF FINANCE

NATIONAL TREASURY

NO. 499

18 MAY 2018

PUBLIC FINANCE MANAGEMENT ACT, 1999: AMENDMENT OF GOVERNMENT NOTICE 469 OF 23 JUNE 2017 (DIFFERENT CATEGORIES OF DEBT FOR INTEREST RATE APPLICABLE TO DEBTS OWING TO STATE)

In terms of section 80(2) of the Public Finance Management Act, 1999 (Act No.1 of 1999), I, Nhlanhla Nene, the Minister of Finance, hereby amend paragraph (b)(i) of Government Notice No. 469 of 23 June 2017 by replacing "H1 or H2" with "H1, H2 or H3".


Nhlanhla Nene
Minister of Finance

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM**NO. 500****18 MAY 2018****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 : 6/2/3/D/797/2204/234
CLAIMANT : Louis Daniel Alexander
PROPERTY DESCRIPTION : Erf 897 in South End
EXTENT OF LAND : 463.5656m²
TITLE DEED : T3449/1966
DISTRICT MUNICIPALITY : Sarah Baartman
DATE SUBMITTED : 02/11/1996
CURRENT OWNER : Nelson Mandela Metropolitan 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 TRADE AND INDUSTRY

NO. 501

18 MAY 2018

1. I, Dr Rob Davies, Minister of Trade and Industry, by virtue of the powers vested in me in terms of the Special Economic Zones Act No. 16 of 2014 (Gazette No. 39667 of 9 February 2016, Proclamation No. R. 6 of 2016) promulgate the following notice.

2. **Designation of the Nkomazi Special Economic Zone**

A total land area of 155 ha is hereby designated as the Nkomazi Special Economic Zone. The SEZ consists of industrial zones 1A, 1B and 1C, zones 2A and 2B and zones 3A, 3B and 3C. The SEZ land area is bordered by the N4 highway to the north, the Komatipoort-Swaziland railway line to the east, a predefined cadastral boundary to acquire a township to the south and the D1837 road to the west.

3. **Location of the Nkomazi Special Economic Zone**

Zone 1A, erf no. 1-24, 56-59 and 114-117 is bordered on the north by the N4 Highway, to the west by zone 2A, to the east by the Komatipoort-Swaziland railway line and to the south by zone 3A.

Zone 1B, erf no. 25-29, 74-97 and 125-155 is bordered on the north by the N4 highway, to the west by D1837, to the east by zone 2A and 3A and south by the public open space being an environmental sensitive area.

Zone 1C, erf no. 169-181 and 210-235 is bordered on the north by zone 2B, to the west by zone 3B, to the east by zone 3C and to the south by the Remaining Extent of the farm Komatipoort Townlands 182-JU.

Zone 2A, erf no. 30-55, 60-73 and 98-113 is bordered on the north and east by zone 1A, to the west by zone 1B and to the south by zone 3A.

Zone 2B, erf no. 156-158, 186-191, 193 and 195-208 is bordered on the north by the public open space being an environmental sensitive area, to the west by zone 3B, to the east by zone 3C and to the south by zone 1C.

Zone 3A, erf no. 118-124 is bordered on the north by zone 1A and 2A, to the west by zone 1B, to the east by the Komatipoort-Swaziland railway line and to the south by the public open space being an environmental sensitive area.

Zone 3B, erf no. 159-168, 192 and 194 is bordered on the north and west by the public open space being an environmental sensitive area, to the east by zone 2B and zone 1C and to the south by the Remaining Extent of the farm Komatipoort Townlands 182-JU.

Zone 3C, erf no. 182-185, 206 and 209 is bordered on the north by Komatipoort Townlands 182, to the west by zone 2B and zone 1C, to the east by the Komatipoort-Swaziland railway line and to the south by the Remaining Extent of the farm Komatipoort Townlands 182-JU.

A table listing the erf numbers and maps indicating the boundaries of the SEZ are attached as Annexure A.

Members of the public may submit their comments to this notice within 30 days from the date of its publication.

For further information, please contact:

Mr Maoto Molefane
Department of Trade and Industry (the dti)
the dti Campus
77 Meintjies Street
Sunnyside, Pretoria, 0002
Tel: (012) 394 5026
Email: sezenquiries@thedti.gov.za



Dr Rob Davies, MP
Minister of Trade and Industry
4 May 2018

Annexure A: Table with Erf numbers

DESCRIPTION	ERF NO.	EXTENT (ha)
Zone 1A	1-24 56-59 114-117	70
Zone 1B	25-29 74-97 125-155	
Zone 1C	169-181 210-235	
Zone 2A	30-55 60-73 98-113	46
Zone 2B	156-158 186-191 193 195-208	
Zone 3A	118-124	39
Zone 3B	159-168 192 194	
Zone 3C	182-185 206 209	
TOTAL EXTENT		155



DEPARTMENT OF TRANSPORT

NO. 502

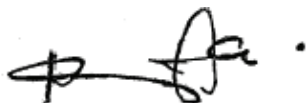
18 MAY 2018

RAILWAY SAFETY REGULATOR

**DETERMINATION IN TERMS OF SECTION 28 OF THE NATIONAL RAILWAY SAFETY
REGULATOR ACT 16 OF 2002 AS AMENDED**

The Railway Safety Regulator, hereby in terms of section 28(a) and (b) of the National Railway Safety Regulator Act, 2002 (Act No. 16 of 2002) publishes the determination of the format, form and content of a safety management system that is required for the different categories and types of safety permits as well as the form, content and manner of submission of a safety management system report.

The determination for SMS and SMSR are published for compliance and general information with effect from date of publication.



Chairperson: RSR Board

Dr. N.Z. Qunta

Railway Safety Regulator

Date: 10 May 2018

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LIST OF DEFINITIONS AND ABBREVIATIONS

Act	National Railway Safety Regulator Act No 16 of 2002 (as amended)
Operator	Network, Train ,Station Operator and any other category of persons designated as requiring a safety permit by the Minister by notice in the Gazette
Regulator	Railway Safety Regulator
RSR	Railway Safety Regulator
Safety critical employees	Functions and activities directly related to the authorization and control of rolling stock movements, and to the execution of the movement of rolling stock, including the direct supervision of persons undertaking these functions and activities.
Safety targets	Safety targets set for identified Key Performance Indicators (both leading and lagging indicators) which will inform the operator of the level of safety performance.
Safety-related work	Functions and activities that have an impact on safe railway operations, either directly (safety-critical work) or indirectly, including the certification of systems, subsystems or components for introduction as new or modified technologies for a network, train or station operation (or a combination thereof), or the maintenance of systems, subsystems or components which constitute a network, train or station operation (or a combination thereof), including the direct supervision of persons undertaking these functions and activities.
SANS	South African National Standard
SIP	Safety Improvement Plan
SMS	Safety Management System: "a formal framework for integrating safety into day-to-day railway operations and includes safety goals and performance targets, risk assessment, responsibilities and authorities, rules and procedures, monitoring and evaluation processes and any matter as prescribed"
SMSR	Safety Management System Report: "written submission made by the applicant, in support of a safety permit application that describes the applicant's safety management system and may include any other matter prescribed".
SPCAM	Safety Permit Conformity Assessment Methodology
SV	Safety Validation

PART I – INTRODUCTORY PROVISIONS

1. INTRODUCTION

- 1.1 Section 23 (3) (a) of the Act stipulates that an application for a safety permit must be made in the format determined by the Regulator. Section 28 stipulates that the Regulator must determine (a) the form and content of a safety management system that is required for the different categories and types of a safety permit; (b) the form, content and manner of submission of a safety management system report; and (c) the circumstances under which the Regulator may require the holder of a safety permit to revise or amend a safety management system or safety management systems report.
- 1.2 The Act defines a safety management system report (SMSR) as a “written submission made by the applicant, in support of a safety permit application that describes the applicant’s safety management system (SMS) and may include any other matters prescribed”.
- 1.3 This determination serves as an instruction to railway operators to document, implement and maintain their SMS and SMS report in compliance with the SANS 3000 series of standards and this determination.
- 1.4 Railway operators should therefore document their procedures and arrangements in a manner that allows:
- Assessment thereof prior to the award of the safety permit, and
 - Supervision post award of the safety permit.
- 1.5 This determination on SMS’s and SMS Reports are applicable to all railway operators as specified in the latest edition of the RSR Permit Application guide as published on the RSR National Information Management System.

2. SMS PURPOSE

The overall purpose of the SMS is to ensure that the organisation achieves its business objectives in a safe manner. It is recognised that there are wide benefits of managing business in a structured way. It adds value helping to improve overall performances, introduce

operational efficiencies, enhance relations with customers and regulatory authorities and build a positive safety culture.

In addition, for safety, adopting a structured approach enables the identification of hazards and the continuous management of risks related to an organisations own activities, with the aim of preventing accidents. When appropriate, it should take into account the interfaces with other operators in the railway system. Implementing all relevant elements of an SMS in an adequate way can provide an organisation with the necessary assurance that it controls and will continue to control all the identified risks associated with its activities, under all conditions.

The adequate implementation of an SMS by all operators is a key element for success of the entire Railway Safety Regulatory framework as foreseen by the Act, since it forms the basis on which the Railway Safety Regulator issue safety permits.

Mature organisations thereby recognise that an efficient control of its risks can only be achieved through a process that brings together three critical dimensions: a technical component with the tools and equipment used, a human component of front line people with their skills, training and motivation and an organisational component consisting of procedures and methods defining the relationship of tasks. Consequently, a good SMS succeeds in monitoring and improving the risk control measures in the three dimensions.

The implementation of an SMS is a legally binding obligation under the Act. Nonetheless, there are also other good reasons for implementing and delivering an effective SMS: many features of the railway SMS are very similar to management practice advocated by proponents of quality, safety and health at work, environmental protection and business excellence. Therefore principles of good management can be easily integrated and should not need a complete re-design of organisations that already have those systems in place.

3. SMS SCOPE AND CONTENT

3.1 Designing and implementing an adequate SMS is a challenging task and therefore this directive, adopted by the Railway Safety Regulator, is intended to support, through practical advice, the design, implementation and delivery of a structured and organisation-wide railway SMS. The overall aim is to provide a tool for the ease of use by railway operators and, at the same time, for facilitating compliance with the legal requirements. This determination is intended to be read in conjunction with the SANS 3000 series of standards.

3.2 This document reflects the effort to present an emerging view on this dynamic and important subject through this determination in a simple and user friendly manner. It also

refers to mandatory and guidance connected documents on the implementation of safety management systems.

3.3 The following types of railway operators shall develop and implement Safety Management Systems:

- Network Operators,
- Train Operators,
- Station Operators, and
- Any other category of persons designated as requiring a safety permit as prescribed by the Minister by notice in the Gazette.

PART II – RSR DETERMINATION

4. LEGAL BASIS

- 4.1 The legal basis for the implementation of the SMS is the National Railway Regulator Act (Act 16 of 2002 as amended). The Act defines a Safety management System as *“a formal framework for integrating safety into day-to-day railway operations and includes safety goals and performance targets, risk assessments, responsibilities and authorities, rules and procedures, monitoring and evaluation processes and any other matter prescribed”*.
- 4.2 The Act defines a Safety Management System report as *“a written submission, made by the applicant, in support of a safety permit application that describes the applicant’s safety management system and may include any other matters prescribed”*.
- 4.3 Section 24 (2) (b) of the Act stipulates that the *“chief executive officer may, impose any condition in a safety permit, including a condition relating to the form, manner, timing and submission of any review of a safety management system report”*.
- 4.4 Section 28 of the Act (Act 16 of 2002 as amended) stipulates that the Regulator must determine (a) the form and content of a safety management system that is required for the different categories and types of a safety permit; (b) the form, content and manner of submission of a safety management system report; and (c) the circumstances under which the Regulator may require the holder of a safety permit to revise or amend a safety management system or safety management systems report.
- 4.5 Once adopted, sections 5, 6, 7, 8, 9 and 10 of this determination constitutes the RSR’s determination on the (a) the form and content of a safety management system (b) the form, content and manner of submission of a safety management system report; and (c) the circumstances under which the Regulator may require the holder of a safety permit to revise or amend a safety management system or safety management systems report.

5. REQUIREMENTS ON THE STRUCTURE OF THE SMS AND SMS REPORT

- 5.1 The safety management system must be documented in all relevant parts and shall in particular describe the *distribution of responsibilities* within the organisation of the railway operator. It shall show how *control by the management* on different levels is secured, how

staff and their representatives on all levels are involved and how continuous improvement of the safety management system is ensured.

5.2 The SMS and SMS Report must be in a form that is consistent with Parts II and III and of this document. It must:

- be evidenced in writing;
- provide a comprehensive and integrated management system for all aspects of control measures adopted in accordance with the legislation;
- be set out and expressed in a way that its contents are readily accessible and comprehensible to persons who use it;
- be prepared in accordance with this determination;
- contain the matters and information required by the Standards, Regulations and this determination;
- be kept and maintained in accordance with the Standards and this instruction determination ; and
- state the persons responsible for the development of all, or all parts of, the SMS

5.3 The importance of the operator's description of the railway system is key to the adjudication of the adequacy of the SMS. The description should explain the framework for implementation of the SMS and keeping the SMS up to date. The systems description can be used to:

- provide contextual information on the organisation to which the SMS applies, including organisational charts;
- specify the scope and nature of the railway operations to which the SMS applies; and
- state the persons responsible for the implementation of the SMS and the relationship between these persons.

6. A SYSTEM APPROACH

6.1 Content of the SMS as a basis for the system approach

Railway operators must design their SMS in a manner that complies with requirements set out in Parts II and III of this document. Non-compliance to the prescripts of Parts II and III may result in the RSR requesting the Operator to revise or amend its SMS or SMS Report. An Operator's SMS, in common with the concept of management systems, should contain the description of safety related processes and procedures, all of which shall be capable of

assessment (on the basis of the SPCAM on assessing conformity with requirements for obtaining railway safety permits) and independent audits.

6.2 The adoption of a system approach

The main purpose of an SMS is “to ensure the safe management of operations of an operator in order to deliver continuous safety improvement, a system based approach and the allocation of responsibilities”. The system-based approach, also known as process-based approach in the domain of management systems engineering, consists of:

- processes as interrelated activities which transform inputs into outputs,
- map of processes, including interactions, and
- a detailed description of processes and sub-processes.

Thus, the railway SMS can be identified as the sum of processes that contribute to the design, planning, delivery and control of operation, as part of a company business.

This section describes the representation of processes according to their function:

- design and improvement,
- implementation, and
- operational activities.

Each process can be seen, in itself, as an operational process, because it develops an output. Operators must use them as a reference to build their process maps and a SMS with interactions and defined responsibilities.

The SMS implemented by the Railway Operators must contain the characteristics and elements listed in the **SMS Manual** (Part III) of this directive.

The system approach is represented here as a “big picture” encompassing all elements of the SMS in an interrelation of processes, grouped according to their function:

- processes for design and improvement (see section 8)
- processes for implementation (see section 9)
- operational activities (see section 10)

This approach is developed throughout the SMS Manual, as follows:

- The three groups will be described and will contain references to orientate readers to the contained elements;
- Under the main features of the processes (design/improvement, implementation, operation) the elements of the SMS will be listed and described.

6.3 Human Factor Management

The SMS must include procedures to ensure that human factor matters are taken into account during the development, operation and maintenance of the SMS, and for the integration of human factors principles and knowledge into all relevant aspects of the operational and business systems. (Refer to SANS 3000-4:2011 for the complete RSR requirements on Human Factor Management).

6.3.1 Integrating Human Factors into the Safety Management System

The integration of human factors within the SMS should be driven by the integration of human factors within risk management systems and processes.

Risk assessments and reviews of risk assessments should identify those areas where human involvement in the system presents a safety risk, identify the level of human factors analysis required based on the safety criticality of the human action or activity, and based on an appropriate level of human factors analysis, identify appropriate risk controls.

This provides a process that ensures the systematic identification and analysis of relevant human factors issues and the application of appropriate tools, methods and measures to address such issues. The management of human factors issues should not be seen as a stand-alone activity.

Integration of human factors is regarded as essential in many aspects of operational and business systems that make up the SMS, including (but not limited) to:

- risk management;
- management of change;
- design and procurement of systems, equipment and machinery;
- job and task design;
- training of safety critical employees;
- safety reporting and data analysis;
- incident investigation.

Risk assessments may identify additional aspects of operational and business systems where integration of human factors needs to take place.

Human factors integration is about ensuring that processes are in place to:

- identify and analyse any human factors requirements associated with relevant safety critical projects or activities; and
- implement and monitor these requirements.

Human factors integration processes need to be planned and implemented in the early stages of a project to ensure adequate time for human factors activities to be conducted and findings incorporated.

Human factors integration processes have particular application in design projects (e.g. control centres, train cabs, driver safety systems), management of change projects and risk management activities. Generally, the extent of the impact on safety will determine the extent of the human factors activities.

6.3.2 Integrating Human Factors in Risk Management

An operator must have a SMS that:

- Identify any risks to safety in relation to railway operations in respect of which the operator is required to be accredited;
- Specify the controls (including audits, expertise, resources and staff) that are to be used by the operator to manage the identified risks to safety and to monitor safety in relation to those railway operations.

Risks arising from the involvement of human activity should be assessed as part of the risk management process.

Of particular relevance are:

Processes to ensure that the potential for human error is systematically addressed and integrated into all relevant risk assessments. These processes may be qualitative or quantitative or both as determined by the rail operator.

Key steps in identifying and assessing human factors risks are:

- Identification of the people who interact with the system (whether the system is a piece of equipment, procedure, software, or instrumentation, etc.). The focus should be on those people who are most likely to affect safety.
- Identification of the activity being assessed.

- Identification and recording of the different tasks people perform. Where a potential risk is identified, the task needs to be described before the potential for failure can be assessed. The level of task detail required depends on the risk involved.
- Assessment of the task for the potential for error and violations and identifying the types of error / violations that could occur and how they may affect safety.

Where the potential for error is high and the task is critical for safety, a detailed task analysis should be performed and the factors that influence performance identified, specialist support may be required.

- Processes to establish specific controls that address the potential for human error. In order to be most effective, these controls should be directed at:
 - reducing the likelihood of error
 - supporting the detection and correction of errors when they occur
 - ensuring the containment of and reduction in the severity of the consequence of errors that persist uncorrected.
- Typical control measures for error include: equipment design, task and job design, workplace design, procedures, training, communication, team work, supervision and monitoring etc. Identified risks should be recorded and controls integrated into the relevant operational and business systems that make up the safety management system.

7. BASIC MANDATORY ELEMENTS OF THE SAFETY MANAGEMENT SYSTEM

7.1 Processes for Design and Improvement

7.1.1 Leadership:

- Management Commitment
- Safety Policy
- Safety Culture
- Safety Targets
- Decision Taking
- Management Control

7.1.2 Risk Management:

- Control of risks associated with the activity of the Operator
- Risks arising from the activities of other parties
- Procedures and methods for carrying out risk evaluation and implementing risk control measures
- Compliance with legislation, rules and standards

7.1.3 Monitoring:

- Safety data collection and analysis
- Accident and incident reporting / investigation / analysis / preventive and corrective measures
- Internal auditing of the SMS
- Review of the SMS

7.1.4 Organisational Learning:

- Corrective action development
- Continuous improvement
- Management of Change

7.2 Processes for Implementation:**7.2.1 Structure and Responsibilities:**

- Distribution of Authorities and Responsibilities
- Management Accountability
- Organisational Structure
- Workload Planning

7.2.2 Fitness for Duty

- Fitness for Duty

7.2.3 Information:

- Configuration Control of Safety Information
- Consultation and involvement of staff and their representatives
- Internal / external communication

7.2.4 Documentation:

- SMS documentation
- SMS Report
- Document Management
- Safety Improvement Plan
- Changes to the SMS and Railway Operations

7.3 Processes for Operational Activities:**7.3.1 Safety Standards for Engineering and Operational systems:**

- Process Control
- Procedures to meet applicable rules to assure compliance throughout life-cycle of equipment/operation (delivery phase)

7.3.2 Operational, Maintenance and Emergency Activities:

- Use of Contractors and control of Suppliers
- Asset Management
- Occurrence Management
- Security Management
- Interoperability and Management of Interfaces and Intrafaces
- Transportation of Dangerous Goods

7.3.3 The Co-ordination Tasks for the Network Operator within SMS:

- Compliance with Network-specific requirements for Management of Rolling Stock
- Safe Design of the Railway Infrastructure
- Safe Operation of the Infrastructure
- Provision of Maintenance & Material
- Maintenance and Operation of the Traffic Control and Signalling System

Note:

Refer to Annexure 1 (SMS Wheel) to see the integration of the main processes, elements and sub-elements of the Safety Management System

PART III: SMS MANUAL FOR THE DEVELOPMENT AND IMPLEMENTATION OF A COMPLIANT SAFETY MANAGEMENT SYSTEM

The development of the SMS shall be guided by the following criteria:

- what – the safety objectives of an operator;
- who – the responsible and accountable persons for the implementation of an SMS;
- how – the procedures for the implementation of the elements and sub-elements of an SMS; and
- monitoring – the monitoring and evaluation of an SMS to effect safety performance

8. PROCESSES FOR DESIGN AND IMPROVEMENT

Railway operators need to ensure the control of the part of railway system that they are responsible for, mainly by setting arrangements in their organisations to:

- comply with safety requirements applicable to the railway system as a whole,
- identify specific risks related to their activity,
- identify and manage future risks.

The governance of such organisations should be made of consistent arrangements, adoption of ad hoc policies, structured implementation and operational processes and allocation of responsibilities for areas of activity. Furthermore: organisations are dynamic and continuously evolving. There is a constant need to adjust and improve all SMS related processes. To be able to do so organisations need to ensure the design and control of the implementation of operational processes, through effective leadership [reference § 8.1] and the involvement of staff.

Risk assessment [reference § 8.2] can help to anticipate future developments and threats such as potential disruptions, pressures and their consequences. Unforeseen events, not identified when designing the risk control measures, may take place. Risk control measures can, because of a changing environment (external like new technologies, rules, standards, etc., and/or internal like new or changing techniques, operational procedures, organisational structure, etc.), no longer fulfil the intended purpose. Additionally, changes in the general management arrangements and structure may impact on the safety management system.

Monitoring [Reference § 8.3] of both the performance of operational processes and of the environment is necessary to identify latent system failures, which are those system elements that are or could become a threat in the near term. Monitoring supports the return of

experience, which is an important complement for the continual reflection upon risks. Furthermore, lessons should be learnt [refer to §8.4] from operational incidents. This and the findings of audits, inspections and all other relevant sources of information can be used to improve the system. All these processes together finally are needed to provide the management of a company with the necessary input to take informed decisions about structural or functional changes of the system so that it is better prepared for what may happen in the future.

For good performance of these processes for design and improvement it is necessary that the responsible staff/management know what to do, how to do it and with timely knowledge of all relevant information to do so.

Processes for design and improvement:

- are intended to assure that desired objectives are met, to prevent problems from occurring or re-occurring and to adapt and improve in line with changing external and internal requirements,
- define how to accomplish tasks and how to evaluate and adapt them to the changing environment, allocating adequate resources.

8.1 Leadership

Strong and effective leadership ensures that safety objectives are set and prioritised (Plan), practices are implemented to meet safety targets (Do), the system effectiveness is constantly checked (Check) and corrective and/or proactive measures are taken (Act).

8.1.1 Management Commitment

The responsibility for leadership and for creating the environment of continuous improvement belongs to all levels of management, but particularly to the highest.

Senior management should be aware of how the success of the organisation, with respect to the safe operation of the railway system in a continuously changing internal and external environment, depends largely on the ability to monitor and continuously improve the effectiveness of risk control measures.

If senior management does not express informed, sustained commitment to safety as one of the primary business objectives, the commitment for safety in the field can easily shift towards other, sometimes conflicting business objectives, particularly in less mature organisations.

Management commitment implies the direct participation by the highest level management in all specific and important safety aspect or programs of an organisation. The list below shows examples on how management commitment is delivered in practice, through a sequel of safety aspects and, in case, the relevant connection to other elements of SMS that are dealt within the permit application guide:

- showing passion and interest for safety,
- formulating and establishing safety policy and objectives [ref. to § 8.1.2 – safety policy],
- setting targets to improve or maintain safety and benchmarking performance against others in railway sector or other industries [ref. to § 8.1.4 – safety targets],
- providing resources and training [ref. to § 8.2.1 – risk control and to § 9.2. – fitness for duty and competence management system]
- ensuring that all staff – including the Board – are sufficiently trained and competent in their safety responsibilities [ref. to § 9.2. – fitness for duty],
- ensuring control at all levels of the organization [ref. to § 8.1.6 – management control],
- regularly receiving information about safety, e.g. performance data (accidents, incidents, dangerous occurrences), and evaluating and reviewing the SMS in light of results achieved [ref. to § 8.3 – monitoring],
- being aware of what is happening on the ground, and what audits or assessments are undertaken, receiving results related to the activities carried out internally or by contractors [ref. to § 8.3.3 – internal auditing],
- ensuring appropriate Board level review of SMS [ref. to § 8.3.4 – SMS review],
- ensuring that all levels of the organisation, including the Board, receives relevant safety information [ref. to § 9.3.3 – internal external communication],
- being confident that the workforce is properly consulted on safety matters, that their concerns are reaching the appropriate level including, as necessary, the board ensuring that your organisation's risks are assessed, and that appropriate control measures are established and maintained [ref. to § 9.3.2 – involvement of staff],
- creating the environment of continuous improvement [ref. to § 8.4.1 – continuous improvement],
- bringing to the attention of the Board the changes in working arrangements that may have significant implications for safety [ref. to § 8.4.3 – change management],
- promoting safety culture [ref. to § 8.1.3]

Strong and active leadership is reinforced by visible, active commitment from the top:

- establishing effective 'downward' and 'upward' communication systems,
- establishing effective management structures,
- integrating of safety management with business decisions.

To meet their responsibilities, leaders need to understand the risks associated with the operator's railway operations, the operator's obligations under the Act, and the level of compliance being achieved with those obligations.

Appropriate governance and internal control arrangements will ensure that information required to manage rail operations safely and monitor compliance with the Act is available to the right level and people within an organisation so that decision-making is effective.

The safety management system must include systems and procedures to ensure that the CEO and Board, or the people managing the railway operations:

- have sufficient knowledge of the risk profile of the railway operations being carried out, to enable proactive management of the risks of those railway operations;
- have sufficient knowledge of the level of compliance being achieved with the rail operator's duties and obligations under the legislation; and
- have sufficient knowledge to determine whether: (a) the safety management system is working effectively; (b) the risks to safety are being identified, assessed and eliminated or controlled; and (c) controls used to monitor safety to manage risks to safety are being regularly reviewed and revised.

8.1.2 Safety Policy

SANS 3000-1 (Railway Safety Management) states the requirements for an operator in setting the Safety Policy. The safety policy expresses and reflects an organisation's commitment, obligation (mission) and strategic view (vision) on railway safety and security.

The safety policy statement must be communicated and made available to all staff using an appropriate medium (formal communication, newsletter, intranet, etc.) It must include, among others, a declaration of intent and also provide indications on the overall direction for the organisation to follow, the general objectives of the safety management system as well as the necessary resources and activities required to deliver these objectives. The safety policy must also reflect the following characteristics, thus giving evidence of the organisation's

management commitment and providing staff with clear guidance for action to consolidate safety culture and safety awareness within the organisation:

- is developed by management as well as staff and is signed by the highest level of the organisation,
- is appropriate to the nature and scale of the organisation's risks and contribute to all aspects of business performance as part of a demonstrable commitment to continuous improvement,
- outlines the principles and core values according to which the organisation and staff operate,
- pursues the development and improvement of working ethics,
- enjoys the commitment and involvement of all staff,
- is aligned with other operational policies,
- states the responsibilities and accountabilities of directors, managers and employees.

In addition, the safety policy must reflect in the actions and decisions of all staff, and be reviewed periodically. The policy must include a commitment to the development and maintenance of a positive safety culture and the continuous improvement of all aspects of the safety management system

8.1.3 Safety Culture

Safety culture is something that emerges from and is a product of all aspects of the way things are in an organisation. In everyday language, culture is, *"the way we do things around here"*. A positive safety culture is characterised by awareness, assessment and action on safety matters as a part of everyday business, at every level of an organisation and supported by an open communications style throughout the whole organisation.

A positive safety culture is fundamental to an effective safety management system and the safety management system must specify the methods that will be used so far as is reasonably practicable to promote and maintain a positive safety culture.

An organisation with a positive safety culture is characterised by:

- communication founded on mutual trust;
- shared perceptions of the importance of safety; and
- confidence in the efficacy of preventive measures.

Key elements of a positive safety culture which organisations must consider when determining the methods to meet the requirements of the RSR and to promote and maintain such a culture are:

- committed leadership (ref § 8.1.1): the organisation's leaders, from its senior executives to line managers, actively encourage and participate in safety initiatives and activities. This may be through events and communications, staff mentoring, provision of resources, or providing safety incentives and awards.
- keeping people informed (ref § 9.3.2 and § 9.3.3): the organisation's members, both managers and workers, know what is going on in their organisation. This includes collecting, analysing and disseminating relevant information derived from the workforce, safety occurrences, near misses, and regular proactive checks of the organisation's safety activities.
- maintaining vigilance (ref § 8.3.1 and § 8.3.2): the organisation's members are constantly on the lookout for the unexpected. They focus on problems and issues as they emerge well before they can escalate to more serious occurrences. Members are prepared to look upon these potential risks as a sign the system might not be as healthy as it should or could be.
- promoting a "*just culture*" environment (ref § 8.3): the organisation promotes a 'just culture' which acknowledges human error and the need to manage it by supporting systems and practices that promote learning from past errors or mistakes. It encourages uncensored reporting of near miss occurrences and worker participation in safety issues. A 'just culture' is transparent and establishes clear accountability for actions. It is neither 'blame free' (awarding total immunity for actions) nor 'punitive' (enacting a disciplinary response regardless of whether acts were intentional or deliberate).
- promoting organisational flexibility: the organisation is capable of adapting effectively to meet changing demands. This relies on being prepared for and practiced in handling changing circumstances with people competent to lead and carry out tasks. Flexibility allows local teams to operate effectively and autonomously when required, without the need to adhere to un-necessarily inflexible rules.
- encouraging willingness to learn (ref § 8.4): the organisation is willing and eager to learn from its workers, its own experiences and from corporate safety databases. The key here is that organisations and their members use the information to improve safety and act on the lessons derived. In developing and maintaining a positive safety culture, account must be taken of:
 - the importance of leadership and commitment of senior management;
 - the executive safety role of line management;
 - the need to involve safety critical employees at all levels;
 - the need for openness of communication;
 - the need for human factors to be positively addressed;

- awareness and recognition of opportunities for safety improvement; and
- willingness to apply appropriate resources to safety.

8.1.4 Safety Targets

Each railway operator, within the framework of its own SMS, is expected to include the demonstration of its capability to achieve their safety targets, which may require maintaining or enhancing its level of safety, in line with the other business objectives. The safety targets are to be considered as part of a continuous loop:

- they are set on the basis of past performance assessment (that may be the achievement of the previous organisation's safety targets). They should be credible and achievable. Measurement of safety performance (collecting relevant safety data through routine checks arrangements, internal auditing and safety reporting) is part of monitoring [see Chapter 8.3 on Monitoring];
- specific actions are planned and implemented, broken down to be managed at all relevant levels of the organisation (See section § 9.4.4 on Safety Planning);
- the actions are monitored and their effectiveness is measured, (again, through routine checks, internal auditing and safety reporting) , focussing not only on the safety outcome but also on the effective performance of safety management activities;
- safety targets are revised according the result of monitoring.

The SMS must include systems and procedures to ensure that the safety management system is effective by using key performance indicators. (Refer to § 8.3.1 Safety data collection and analysis).

Key performance indicators measure safety performance of both the system and, where appropriate individuals, and allow the effectiveness of the safety management system to be determined.

In determining performance measures, operators must consider and select a range of positive performance indicators along with outcome indicators (or leading and lagging indicators). Positive performance indicators measure activities undertaken to improve safety performance, for example, the number of safety audits conducted, or competence checks undertaken, or the number of substance abuse tests conducted. The performance measures will be tailored to the specific circumstances of the rail and should be linked to the risk management process.

Outcome indicators measure the safety outcomes, for example the number of non-compliances revealed by a safety audit, or the number of positive results of drug tests, or

injuries sustained, or signals passed at danger. An example of a lagging indicator is Lost Time Injury Frequency Rate (LTFIR), which is a measure of the consequence of a risk happening.

Performance indicators selected should include indicators to measure the performance of key risk controls and safety management system elements.

Key performance indicators should be assessed against established performance objectives. Remedial action may be required where the system does not achieve an appropriate performance level.

The safety management system must also include systems and procedures to ensure the collection, analysis, assessment and dissemination of safety information held by the rail operator. (Refer to § 8.3.1)

8.1.5 Decision Taking

Commercial decisions are taken to meet commercial objectives. Investment to meet these objectives may also provide an opportunity to improve safety: new technology and ways of working often bring benefits in terms of performance, efficiency and safety.

Most decisions affect safety, even where this is not the main intention. Therefore, safety should be considered when taking decisions and legal obligations must be met. Management decisions must take into account the direct and indirect impact thereof on safety. Most major changes are made to meet commercial objectives or requirements that are not primarily about safety. For example:

- New technology might become available that can improve a company's performance
- Equipment might become life-expired, prompting decisions about how it should be renewed
- Operating conditions might change, presenting a company with commercial opportunities
- New legislation might be introduced
- Local complaints might draw a company's attention to a specific issue

The need to change can also arise from concerns about safety that are identified during monitoring. In this case, the options might relate directly to the implementation of new safety measures.

Processes must be transparent in order to understand how the final decision affecting safety was made. They are more effective when they include an understanding of:

- Identification of safety issues within the business context (examples as 'budget reduction'),
- Setting of priorities,
- Responsibilities at different levels,
- Methods available to address problems (analysis tools),
- The value of involving specialists, knowledge, skills and experience required,
- Extent of consultation,
- Output related actions (plans, timescale, and responsibilities for completion).

Therefore, failure to identify the impact of other management activities on safety and to include safety as a key business risk in all Board decisions could have catastrophic results. [Also refer to section § 8.4.3 below: "Management of Change].

8.1.6 Management Control

In general, management control is a means by which an organization's resources are directed, monitored, and measured.

It aims at helping the organization to accomplish, in the specific area of safety, its specific targets or objectives. Control on all levels of the organisation, proportionately put over the appropriate delegated functions/staff allows for the identification of flaws/faults in the SMS processes and therefore the possibility to implement preventive or corrective actions. Therefore, safety has to be effectively taken into account at every level of the organisation of the company, and any instances of malfunctioning must be detected and dealt with in good time.

For the top management it is therefore crucial, not only to ensure safety but also to fulfil its commitment and legal obligations to improve railway safety, to be aware of the results of performance monitoring and audits, and to take overall responsibility for implementation of changes to the risk control measures and relevant SMS processes. The following activities may represent examples of how the management control is put into practice:

- Design, implementation and monitoring of the delivery of the SMS activities, including the necessary risk assessment and management of changes,
- Design of the organisational structure, in order to comply with regulatory framework and all applicable rules, and allocation of resources,
- Delegation of responsibilities, functions and tasks to the appropriate level of the organisation,

- Delegation of control tasks to the appropriate level of the organisation and development of a feedback loop,
- Development and monitoring of a safety policy,
- Development and monitoring of safety measures and projects that allows continuous improvement (taking into account costs),
- Promotion of continuous education and training for all level of the organisation, to foster employee attitudes, management beliefs and value system,
- Usage of management tools to address safety issues (i.e.: problem solving tools and techniques),
- Benchmarking of performance results and processes,
- Balance between safety requirements and accessible resources,
- Improvement of managerial and technical processes,
- Integrating the customers' and suppliers' expectations,
- Carrying out internal audits and reviews on a continuous basis.

The above listed activities illustrate how processes for **design and improvement** are strictly connected: management commitment, monitoring and control ensure a continuous loop for input and delivery of safe operation.

8.2 Risk Management

The requirements for risk management and risk assessment are documented in SANS 3000-1 (Railway Safety Management).

Key to railway safety management is the risk management approach. Such an approach aims to ensure that railway operators identify their technical as well as operational hazards and manage the resultant risks to people, property and the environment to a level that is as low as is reasonably practicable (ALARP). The risk management process recognizes that the selection and content of the elements which constitute an SMS is influenced by the complexity and nature of the railway operation. This approach recognizes that, while there is an ideal level of safety, the costs of achieving this ideal might outweigh the benefits and limit the viability of railway operations. It is, however, implicit that railway operators shall protect their commercial and social responsibilities by running safe railways.

Risk could impact basically in the following three areas which are: financial, time or quality. Safety risks could appear in shapes of hazardous events in all three areas, which could be connected to technical systems, human or organisational factors. The responsibility for the safe operation of the railway system and the control of risks associated with it, belongs to the

railway operators, obliging them to implement necessary control measures and to apply national safety rules and standards. To achieve this, risk assessment (which is the overall process of risk analysis and risk evaluation) is a key element in any effective SMS.

Risk management is a critical activity of any organisation and the SMS must support the management of risk, as far as is reasonably practical to ensure that risks are identified, assessed and eliminated or controlled.

An operator's SMS must therefore include systems and procedures for the following:

- identification of any risks to safety in relation to railway operations in respect of which the operator is required to be accredited;
- the comprehensive and systematic assessment of any identified risks;
- specification of the controls (including audits, expertise, resources and staff) that are to be used by the operator to manage the identified risks to safety and to monitor safety in relation to those railway operations; and
- monitoring, reviewing and revising the adequacy of controls.

8.2.1 Control of risks associated with the activity of the Operator

a) Risks related to activities carried out solely by the Operator

To be able to control, under all conditions, the risks associated with their railway operations, Operators must set up a framework to systematically analyse all risks directly arising from work activities, job design or workload and implement appropriate controls to protect the safety of those undertaking and or affected by the tasks. This requires the identification of risks in a methodical way to ensure that all significant activities within the organisation have been identified and all the risks flowing from these activities are defined. By estimating the consequence and probability of each of the identified risks, it should be possible to prioritise the key risks that need to be analysed in more detail. When analysing such risks, the following elements must be considered:

- have a clear understanding of what work is involved;
- identify, analyse and evaluate the risks that are related to the work to be undertaken;
- identify ways of eliminating, mitigating or controlling those risks;
- set or approve specifications which detail the conditions to be fulfilled, including competencies of staff, exchange of safety related information (configuration, accessibility for review at all times, retention), data recording, etc.;
- implementation of a monitoring system to ensure that desired performance is achieved

b) Shared risks (related to activities at interface)

An Operator must also recognise the need and have the commitment to co-operate, where appropriate, with other entities (operators, manufacturer, maintenance supplier, entity in charge of maintenance, service providers, procurement entity, sidings, etc.) on issues where they have shared interfaces that are likely to affect the putting in place of adequate risk control measures. When analysing such interfaces, the following elements must be considered:

- a) have a clear view of the processes and interfaces between parties;
- b) have a clear understanding of what work the each party will undertake;
- c) identify, analyse and evaluate the risks that are related to that work to be undertaken;
- d) identify ways of eliminating, mitigating or controlling those risks (merely passing them onto others should not be a solution);
- e) set or approve specifications which detail the conditions that each party must ensure, including competencies of staff, exchange of safety related information(configuration, accessibility for review at all times retention), data recording, etc.;
- f) implementation of a monitoring system to ensure agreed performance is achieved.

Such monitoring can be part of or be integrated in an already existing quality or SMS and must ensure that appropriate monitoring of performance is conducted, corrective or preventive measures are identified and acted upon. During the risk analysis process, it is necessary to compare the estimated risks against risk criteria which the organisation has established. Risk evaluation therefore, is used to make decisions about the significance of risks to the organisation and whether each single risk should be accepted or treated, by selecting and implementing measures (be it technical, human, organisational or any possible combination of these) to control the risk.

8.2.2 Risks arising from the activities of other Parties

It is possible that other parties, external to the railway system, import risks onto a railway operator (i.e. level crossing, pedestrian and bicycle crossings, road network, pipelines, non-railway constructions, etc.). Other parties (external to the railway system) can be one or more of the following parties adjacent, under or above the railway operator, but not limited thereto: farms, petrol filling stations; pipelines; overhead electricity cables; informal settlements; road construction; etc. Although it is an accepted principle that the train operator does have a right of way it is also accepted that the operator does have certain obligations to all parties affected by train operations.

It is expected that the railway operator will have in place regular updated route risk assessments covering the entire network under their control which is indicative of the identified risks arising from the activities from other parties as well as the agreed mitigation measures to address the identified risks.

In general, it can be said that for operating trains at level crossings, there are rules to be complied with at national and local level, and that is sufficient for Operators to operate in normal and degraded situations. However, there may be unexpected events that need to be analysed for ensuring that safety is maintained or improved.

It is more a task for Operator's to consider the safety impact of activities carried out at the interface with other transport modes (roads, waterways and other network operators) when designing or upgrading infrastructure.

In addition, working sites (either temporary or permanent) under, over or adjacent to controlled infrastructure may have impact on operation, and require the implementation of specific measures to ensure that safety is not lowered. In these cases, when analysing the interfaces with such external parties the following elements must be considered:

- a. have a clear understanding of what activity is undertaken by such party and how it may impact on the railway operation;
- b. identify, analyse and evaluate the risks that are related to that activities;
- c. identify ways of cooperating with the relevant stakeholders, including Local and Provincial Government, in order to eliminate, mitigate or control those risks (for instance, setting specific separations or establishing safe working procedures for workers and protection of customers)
- d. set or approve specifications which detail the conditions that the other party must ensure, including competencies of staff, exchange of safety related information (configuration, accessibility for review at all times retention), data recording, etc.;
- e. implementation of a monitoring system to ensure agreed performance is achieved. Such monitoring can be part of or be integrated into an already existing management system and should ensure that appropriate monitoring of performance is performed. As and when necessary, corrective or preventive measures are identified and acted upon.

8.2.3 Procedures and methods for carrying out risk evaluation and implementing risk control measures

8.2.3.1 General:

Compliance with requirements does not ensure safe operation forever. Railway organisations must have systems in place to control changes to new projects and to manage the related operational risks.

Changes can apply to:

- techniques/technologies;
- operational procedures/rules/standards (either internal and involving interfaces);
- organisational structure.

The SMS must ensure that risk assessments are applied where appropriate. The procedures and methods are the tools to carry out risk evaluation, therefore they can be configured as key in the whole risk management process. The involvement of different levels of the organisation and of the different expertise (economical, technical, and organisational) within a risk assessment is bound to provide an important source of organisational learning [see also § 8.4.3].

8.2.3.2 Purpose:

The main purposes of an Operator's risk assessment are to support professional judgements about safety and to:

- a) Meet the requirements of health & safety legislation.
- b) Help ensure that the operator's managers and staff identify and understand all aspects of the risk associated with their operation (the potential hazardous events, causes, control measures and consequences that can influence their operation),
- c) Provide confidence that a system can be operated safely given the equipment, facilities, safety management system and operating strategy in place,
- d) Identify, understand and control the interfaces with other companies and related operations that can affect the safe operation of a system,
- e) Assist in the identification of new control measures that could be used to reduce risk,
- f) Help direct the development of an operator's safety plans and associated safety objectives,

- g) Assess the change in risk which could result from a change in the operating strategy or following alterations/renewal of a system,
- h) Enable resources to be directed effectively to achieve the maximum risk reduction,
- i) Help determine the requirements and areas requiring safety audit and other monitoring measures,
- j) Enable an operator to demonstrate that the level of risk associated with its operation is controlled to a level that is ALARP,
- k) Provide a basis for continuous safety review and improvement,
- l) Provide an input into the development of wider industry controls and standards

Risk assessments shall be reviewed at least annually or after a major railway occurrence or security incident, or when the safety performance has not improved, or on receipt of a directive from the relevant (national railway) Railway Safety Regulator.

8.2.3.3 Types of Risk Assessment:

Risk assessments can be of a qualitative or quantitative nature. 'Qualitative' refers to descriptive analysis and judgements about the factors relevant to risk. 'Quantitative' refers to numerical estimates and analysis of risk. In practice most analyses are based on elements of both. The two categories of analysis have the following common characteristics –

- a) The effort and rigour of analysis are proportionate to the complexity and importance of the decision
- b) The skills and competence used are relevant to support each judgement in the process
- c) A person or group is identified as responsible for the assessment, taking account of all relevant judgement and analysis, and structured processes are used where appropriate
- d) The evidence on which the assessment was based, and the reasoning used to interpret that evidence, are recorded. The records will again reflect the complexity and scale of the decision, (ranging for example from meeting minutes to a full formal analysis and report)
- e) A degree of independent review or challenge may be necessary.

8.2.3.4 Documenting the risk assessment:

To enable a better understanding of the basis of the risk assessment and to make the assessment more meaningful, it is essential that the origin and derivation of the data behind each frequency and consequence estimate and all the assumptions made for the purposes of the risk assessment are justified and recorded within the risk assessment documentation. The records should include:

- a) The risk assessment methodology used;
- b) The sources of data/information used (including staff / experts involved in any workshops) and any key assumptions;
- c) Any judgements made during workshop sessions. For cases where modified national data have been used an explanation of why it is believed the data is applicable should be given. Where possible, factors specific to the operation being considered which might increase or decrease the data with respect to the national average should be referred to, e.g. average passenger loadings, type of rolling stock and train speeds;
- d) The results of the risk assessment for the most significant hazardous events (e.g. top 10) and identify where the arrangements for implementing the existing controls are in the SMS;
- e) Summarise the results of the ALARP assessment; and
- f) Identify any areas where there is a high level of uncertainty

This information would assist:

- a) In demonstrating compliance with legal requirements
- b) A reviewer in understanding the background to the risk assessment
- c) In demonstrating that the risk assessment is robust
- d) Anybody needing to change or update the risk assessment to understand where the assumptions, data and results have come from.

8.2.4 Compliance with legislation, rules and standards

Compliance with legislation, rules and standards is not an option. Operators must identify and understand the applicable laws and all other relevant standards and prescriptive conditions and must implement a system of controls to achieve compliance. The regulatory framework may include different documents such as national standards and other relevant rules,

applicable at national level. Therefore, it is crucial that all safety related procedures and processes of the SMS are:

- designed to comply with the regulatory framework and updated to take into account any variation or addition;
- consistent with type and extent of services operated by the organisation;
- consistent with relevant organisation changes.

To ensure this, an SMS must have a process/procedure in place to promptly identify, gather and list, relevant requirements contained in standards, national safety and technical rules and internal rules/procedures for example but not limited thereto:

- each individual category of staff,
- each type of rolling stock,
- safety equipment (personal protection equipment – PPE - and collective protection equipment –CPE-),
- other equipment (on board, on the ground, devices used for rolling stock and track maintenance).

Variations/additions in this regulatory framework must be promptly detected and recognised. For maintenance processes, organisations must comply with all legal requirements and relevant specifications, standards and requirements throughout the entire life cycle of equipment and operations.

Refer to SANS 3000-1 (Railway Safety Management) for further amplification on the requirements to ensure compliance to this element of the SMS.

8.3 Monitoring

A systematic monitoring system should provide assurance to managers and stakeholders that all identified risks are effectively controlled and evidence that the SMS requirements are being met. It provides the basis for defining any action needed to improve or maintain the targeted level of safety

8.3.1 Safety Data Collection and Analysis

The requirement for safety data collection and analysis are stated with SANS 3000-1 (Railway Safety Management).

In order to ensure that risk controls are applied and work in practice, an organisation needs to measure the level of application of these controls and their results. The collection of safety

data and the subsequent analysis allow the organisation to measure its overall performance, understanding where there are deficiencies in all SMS arrangements.

The collection of safety data is based on monitoring and must consider the following elements:

- Structured reporting of accidents / incidents / near misses / dangerous occurrences;
- Inspections findings (it could be for detecting non-compliance with operational arrangements and/or concerning the state of infrastructure or equipment);
- Audit results (mainly at design and implementation process level).

To make this data collection possible, an operator must ensure that the information or the unit of measurement for the specified indicator is available or can be established. In addition, a periodic evaluation of the scope and viability of indicators and tolerance levels is required.

The scope of data analysis must include the detection of:

- any deviance from expected outcomes (using lagging indicators);
- process anomalies (using leading indicators).

The KPI's of operators must include a selection of both leading and lagging indicators (Ref § 8.1.4).

'Lagging' indicators measure the final outcomes that result from an activity. Lagging indicators, like the number of accidents and incidents, demonstrate if a "safe" result is delivered. In a performance measuring system they allow the comparison with historical data, demonstrating at the same time the quality of results (e.g. improvement or worsening) and the possibility to be used in a predictive sense (e.g. the increasing number of signals passed at danger may be the precursor of a collision).

However, to have a complete picture on the effectiveness of the risk control measures also a selection of *leading indicators* needs to be compared with set levels of tolerance. These leading indicators are mainly based on proactive monitoring of the critical elements of risk control measures (i.e. those actions or processes which must function correctly to deliver the desired outcome) but also elements of the environment and/or assumptions made when designing the risk control measures (mainly during the risk assessment process) could be part of these critical elements.

'Leading' indicators are used to monitor the effectiveness of control systems and give advance warning of any developing weaknesses before problems occur. Some examples of leading indicators are:

- % of inspections completed to plan,
- % of maintenance actions identified by inspections carried out to timescale,
- % of staff carrying out actions without required competency,
- % of safety critical processes reviewed to timescales.

Internal accident and incident investigation provides the organisation with a reactive review of the performance of risk control measures and related processes of the SMS (lagging indicators). Therefore not only the immediate causes but also underlying causes are to be systematically investigated. Standardised arrangements for when and how investigation is carried out include:

- procedures for internal and external accident and incident notification and reporting;
- procedures, formats and approaches (e.g., site protocol) for investigations, eventually differentiated according to the nature of the accident (e.g., environmental, employee injuries, transportation of dangerous goods);
- procedures for reporting and documenting findings, conclusions and recommendations;
- procedures for reviewing risk control measures after an accident or incident, and for ensuring implementation of recommendations and preventive or corrective actions in order to prevent recurrence.

8.3.2 Accident and incident reporting / investigation / analysis / preventive and corrective measures

8.3.2.1 Management of notifiable occurrences

The operator's SMS must include systems and procedures for:

- the reporting of notifiable occurrences to the RSR, within the time and manner required in the legislation, including all the information required by the RSR as per SANS 3000-1 (Railway Safety Management)
- the management of the scene of a notifiable occurrence and for the preservation of evidence where reasonably practicable [ref §10.6]; and
- the management of all notifiable occurrences, including procedures to enable the determination of which notifiable occurrences are to be investigated and how investigations are to be conducted [ref § 8.3.2.3 below].

Supporting systems and procedures to ensure staff are appropriately trained and competent to deal with a notifiable occurrence are fundamental.

The management of notifiable occurrences is also closely related to emergency management planning [ref. § 10.6 Occurrence Management], which may be triggered for an emergency which is also a notifiable occurrence. For this reason, the two processes should be aligned. For instance, the procedures for the management of personnel at the scene of an incident in an emergency situation and responsibilities for notifying the RSR may overlap.

8.3.2.2 Reporting of notifiable occurrences

The reporting of occurrences to the RSR is a legal requirement in terms of Section 37 of the Act. The relevant section of the Act states that “an operator must report to the chief executive officer the category and type of all railway occurrences in the manner and form prescribed by the Minister”.

Non-reporting of occurrences to the Regulator, late reporting or underreporting of railway occurrences is an offence in terms of the Act which may lead to a fine and/or revocation of the Safety Permit.

Notifiable occurrences that happen on, or in relation to the operator's railway premises or railway operations, must be reported by the operator to the RSR in the form, format and within the specified timeframes as prescribed by SANS 3000-1 (Railway Safety Management). Notifiable occurrences which are reportable to the Regulator can be related to:

- Security occurrences;
- Transport of Dangerous goods;
- Operational railway safety occurrences;
- Fatalities and injuries to employees, contractors, passengers, members of public
- Damage to railway assets
- Damage to the environment

8.3.2.3 Investigation of notifiable occurrences

The investigation of notifiable occurrences is addressed in section 38 of the Act and is further amplified in SANS 3000-1 (Railway Safety Management) and RSR 00-3: 2016 (Edition1).

Operators must ensure that they have in place procedures for the investigation of railway occurrences) with the primary objective of establishing the root cause(s) in order to prevent a recurrence. The scope and level of investigation shall be determined by the frequency of the railway occurrence and the severity or consequences (or both), both actual and potential.

The focus of such investigations should be to determine the cause and contributing factors, rather than to apportion blame. Persons appointed to investigate occurrences shall have the

necessary competence and independence, both in relation to the nature and seriousness of the occurrence, and the scope and level of the investigation.

The SMS must identify matters for investigation more broadly than simply responding of any instruction from the RSR to conduct an investigation of that occurrence or type of occurrence.

Requirements for systems and procedures for the management of the scene of a notifiable occurrence and the preservation of evidence are provided by section § 10.6 “Occurrence Management”.

8.3.3 Internal Auditing of the SMS

The essential requirements for internal auditing of the SMS is amplified with SANS 3000-1 (Railway Safety Management). Internal audit of the SMS is mission critical in order to determine the adequacy and effectiveness of the SMS as well as the level of compliance thereto.

As a general principle, internal auditing serves the purpose of periodically reviewing the management system. In particular, the internal safety audit must assess if the procedures described within the SMS ascertain that the services of the Operator comply with relevant requirements and that all SMS processes are still effective. Operators must establish an internal auditing system, including planning of internal audits to be carried out. Staff in charge of carrying out internal auditing (auditors) must be competent and experienced in the field/matter they are assessing and also skilled and adequately prepared and trained to perform audit activity. Audits must be carried out in an impartial, independent and transparent way: auditors should be independent from the organisational unit being audited and conflict of interest between the assessing and the assessed party should be avoided.

The SMS must include procedures for:

- communicating the results of audits to those people who are responsible for the oversight of the railway operations in the area audited so that they may review the audit findings and take corrective action where appropriate;
- registration and implementation of recommendations for corrective action/s identified by the audit; (see § 8.4.2 Corrective Actions)
- review of the effectiveness of the audit program.

The various levels of management have different roles and responsibilities for providing oversight and taking action in relation to audit finds and recommendations for corrective action. The procedures for communicating the results of audits must reflect the need to provide

appropriate information to enable those with responsibility for oversight of the railway operations to meet their responsibilities within the safety management system and under safety legislation. For example the highest levels of management, (such as the CEO or Board or management committee) must be provided with information on the internal safety audit arrangements, and reports on the conduct and outcomes of audits or the audit program, and the review of effectiveness of the audit program.

8.3.4 Review of the SMS

SANS 3000-1 (Railway Safety Management) amplifies the requirement for review of the SMS at least once annually in order to ensure the continuing suitability and effectiveness of the SMS.

The SMS must include systems and procedures for the review of the safety management system at specified periods, but at least annually. Operators must undertake consultation (Refer to 9.3.2) before reviewing the SMS. In conducting this consultation, the rail operator must ensure that those consulted are asked for their opinion on whether, and how, the safety management system can be improved.

In conducting the safety management system review the rail operator must ensure:

- that the effectiveness of the safety management system is assessed (including an examination of records in relation to notifiable occurrences and breaches of the system);
- that the effectiveness of any revisions that were made as a result of the last review are assessed;
- that any recommendations or issues arising out of any audits or safety investigations that have occurred since the last review are taken into account; and that any issues arising from any prohibition or improvement notices that have been issued by the RSR since the last review are taken into account;
- that any deficiencies in the system are identified;
- that methods of remedying any deficiencies are designed and assessed;
- that any opinions provided by people consulted, as to whether and how the safety management system should be improved, are assessed;
- that any other suggestions for improving the system that arise during the course of the review are assessed; and
- if any deficiencies or practicable improvements are identified, that a plan is created to remedy those deficiencies, or to effect those improvements (as the case may be).

It is good practice to nominate a person(s) responsible for conducting the review and updating the risk register as appropriate.

All of the above aspects of the safety management system review must be documented, and subsequently summarised and reported in the safety performance report provided to the RSR. [Refer to 9.4.3 – Annual Safety Improvement Plan]

The safety performance report must contain:

- a description and assessment of the safety performance of the operator's railway operations;
- comment on any deficiencies, and any irregularities, in the railway operations that may be relevant to the safety of the railway;
- a description of any safety initiatives in relation to the railway operations undertaken during the reporting period or proposed to be undertaken in the next reporting period; and
- any other information or performance indications prescribed in the regulations

While the rail operator is required to review its SMS and SMS report to the RSR as listed above they also needs to be responsive to issues as they arise and review the relevant parts of the safety management system so that it may be continuously be improved.

8.4 Organisational learning

An effective safety management system should rely on a continual, structured and documented reflection upon practice through monitoring performance, analysing data and results and establishing a feedback system to continuously improve its safety performance, culture and attitude

8.4.1 Corrective Action Development

The SMS must include procedures to ensure that, so far as is reasonably practicable, corrective action is taken in response to any safety deficiencies identified following inspections, testing, audits, investigations or notifiable occurrences.

The operator shall establish, document and maintain procedures for:

- The development of corrective action plans that focus on ensuring that the problem or occurrence will not recur
- Obtaining the appropriate management approval of recommended actions

- Formal monitoring of the implementation of and compliance with the corrective actions approved by management
- The application of controls to ensure that corrective actions are taken and that they are effective, and
- The implementation and recording of changes in procedures that result from corrective action.

In particular, procedures must be included for:

- registration of any corrective actions taken;
- the review of those corrective actions;
- the implementation of corrective actions if it is determined that corrective actions are required;
- the assigning of responsibilities for corrective action; and,
- giving priority, when undertaking corrective action, to those matters representing the greatest safety risk.

Corrective action is necessary to address matters that arise from, but are not limited to

- Directives issued by the Regulator
- Occurrence investigation reports
- Safety audit reports
- The evaluation of compliance with standards
- Risk control strategies
- Skills and competency requirements, and
- Safety performance data analysis

Procedures for the implementation of corrective action must provide a link to processes for the management of change where appropriate. (See also section 8.4.3 on Management of Change).

A system of internal control should apply to the management of corrective actions. While individual corrective action may be taken at a local level for some issues, there must be an overarching process where higher levels of management monitor the implementation of corrective action.

Reports on incomplete corrective actions must be provided to progressively higher levels of management as actions remain incomplete. The length of time that may elapse before the escalation occurs should be dependent on the level of risk associated with that particular action. For example a corrective action that is assessed as safety critical may have reporting

to higher levels of management earlier, and perhaps in more detail, than one that is of lesser safety significance.

8.4.2 Continuous Improvement

Continuous improvement can emanate from e.g.:

- auditing results
- SMS review,
- outputs from audits and inspections,
- output from accident reports,
- research,
- ad hoc ideas contributed from personnel,
- new legislation, etc.

In order to be effective and support decision-making, a continuous improvement process must cover and extend to all relevant phases of an organisation's SMS, e.g.:

- planning of preventive/corrective actions,
- their implementation on an adequate scale,
- assessment/monitoring/verification of their effectiveness,
- enforcement, review and revision of plans and risk control arrangements.

In combination with appropriate statistical tools to analyse data, continuous improvement must ensure that all processes are periodically revised in a systematic way. The most common representation of this cyclic activity is the 'Plan – Do – Check – Act' management circle, or Deming cycle.

Improvements should be assessed to ensure they are reasonable to be carried out. The assessment must take into account wider operational and business benefits.

8.4.3 Management of Change

The purpose of the management of change process is, first and foremost, to ensure that change is introduced safely, so far as is reasonably practicable.

Management of Change is the process to control changes in existing and new projects by identifying potential hazards and defining appropriate control measures before the implementation of a change. This process must be carried out during the consecutive steps of the project:

- identification of the need for change (e.g. after analysis of safety data, optimization of resources, obsolescence of equipment, etc.);
- determining feasibility;
- design;
- planning.

The above mentioned elements of the process are expected to support the implementation of changes: the identification of the need for change, the determination of feasibility and the design of the change are mainly management driven activities, whilst planning is more a process for implementation. The final aim is to give evidence that such changes do not decrease the level of safety in the system, and enabling traceability of implemented changes.

The organisation as a whole must rely on the change management process to identify changes within the organisation which may affect established safety related processes and services:

- to describe the arrangements to ensure safety performance before implementing changes;
- to eliminate or modify safety risk controls that are no longer needed or effective due to changes in the operational environment.

When additional risk control measures are to be implemented, relevant intermediate steps need to be identified and the level of implementation needs to be measured.

8.4.3.1 Change management procedures in a safety management system

Operators should have a range of management of change processes that require an increasing level of scrutiny as the potential level of risk associated with the change increases. The safety management system must include procedures for ensuring that changes that may affect the safety of railway operations are identified and managed, including but not limited to procedures for ensuring, so far as is reasonably practicable that:

- the change is fully identified, described and documented in the context of the specific rail organisation;
- the changes are documented in a specific change register, the risk register or other appropriate means in the safety management system;
- affected parties are identified and, where practicable, consulted;

- the roles and responsibilities of safety critical employees and employees of the rail operator are clearly specified with respect to the change;
- the risks to safety that may arise from the change are identified and assessed;
- the controls that are to be used to manage risks to safety and monitor safety are specified;
- the information in the risk register is updated with any changes to risks and control measures;
- that the proposed change conforms to legislation;
- where appropriate, the change should also be consistent with accepted codes or standards;
- the safety critical employees and employees of the rail operator are fully informed and trained to understand and deal with the proposed change;
- this may involve a review of the competence requirements for the tasks to be undertaken;
- review and assessment of the change, once implemented is undertaken to determine whether the change has been appropriately managed;
- monitoring and review of the effect of the change should be undertaken, documented and necessary corrective actions implemented, to ensure that control measures perform as intended;
- decisions are transparent and formally accepted by those responsible for decision-making within the rail operator.

8.4.3.2 Types of change to be managed

Operators can be subject to changes from both internal and external sources. Internal sources of change may include: turnover in staff; the findings or recommendations of internal audits; directions from the Board or Management Committee; findings from internal investigations, organisational restructuring, or changes in the organisation's physical assets (such as new equipment).

Technological change in particular may occur as:

- changes to the functional specification of an asset, e.g. more or less performance from a particular asset is needed in the future (as business demands may be about to change)
- changes to the physical characteristics of an asset, e.g. another asset with the same functional performance is needed in the future (for reliability, safety and/or cost reasons)

- changes to the derived data associated with an asset, e.g. a differing maintenance task, spares needs, and technical manual for a particular asset is needed in the near future (as the current maintenance seems ineffective and/or appears costly).

In some situations change will involve an entirely new asset and operation. Such situations of a fresh design offer the ability to make step changes in safety and performance as many existing constraints are absent.

External sources for change may include: legislative or regulatory changes; safety investigation authorities; road authorities; other rail operators; suppliers; or rail contractors. These changes may present themselves as:

- planned change, for example change brought about by business or strategic plans;
- unavoidable, unplanned or unintended change, including 'creeping' or 'incremental' change, where the impact at any time may seem minor, but which over a period can increase risk;
- a change to an interface;
- legislative change or a direction from the RSR;
- temporary change (such as the installation process for new equipment);
- emergency or abnormal change which may be required within a short timeframe and therefore may require different controls.

The operator's management of change procedures must enable the different types of change to be identified in advance and managed appropriately.

8.4.3.3 Technological change for designers and suppliers

Designers and manufacturers of things that are to be used as or in connection with rail infrastructure or rolling stock have a safety duty. Certain attention must be paid to the commissioning and ongoing maintenance of rolling stock to ensure that decisions at the design stage of development consider safety at each subsequent stage of the product life cycle to minimise future risks. The risk management process in managing technological change must encompass all aspects of design including structures, components, systems hardware, systems software, controls, layout, and configuration.

Rail operators and designers must consider the principles of engineering safety management in commissioning or designing rail equipment or infrastructure.

8.4.3.4 Consultation during change

Consultation with persons affected is an integral part of managing change and must be included, where reasonably practicable, at regular intervals throughout the management of change process. Proper consultation with key stakeholders about proposed changes will ensure that a risk is not transferred to those stakeholders without their knowledge.

The level of consultation will be guided by the scale of change; major change will likely require a wide and comprehensive consultation, whereas minor changes may only need consultation with those directly managing the task.

The guiding principle is that it is better to consult with people no matter how little they may be affected by the change, as part of an open and transparent management of change process and good risk management. There are specific requirements for who a rail operator must consult with when establishing or reviewing a safety management system (Refer to section 9.3.2 Consultation).

8.4.3.5 Steps in the management of change:

The amount of scrutiny and detail at each step should reflect the scale and risks involved with the change. For example a riskier project would require more careful planning and risk analysis than a routine change.

There are two aspects of risk in relation to a change: (a) Risks associated with the change itself, and, (b) the risk associated with the process of introducing the change (for example the risks of building a new bridge). Each will have an influence on the practicability of potential solutions to the problem at hand. It is a fundamental objective of the change management process that both aspects of risk are managed.

STEP 1: Establish the context of the change and consult with stakeholders.

This step involves identifying the change and developing the necessary plans for change management in consultation with stakeholders, including interfacing organisations.

A clear description of the current situation, including the problem or matter that the change seeks to address, and the change itself, is required. This should be sufficiently detailed to fully define the overall nature and scope of the change. Changes can be defined and analysed at several levels, including project level, component level and/or process level. More than one may be applicable.

Where the rail operator has a range of management of change processes in place that require varying levels of scrutiny, the appropriate process is selected.

Each management of change process should:

- describe safety documentation requirements (such as safety validation documentation), including whether a change management plan is required;
- specify whether independent safety validation assessment is required and how that is to be achieved;
- identify the authority responsible for granting or refusing approval for implementation of the change (may include road authorities or other authorities outside of the RSR); (Refer to Section 9.4.5 – Changes to the SMS)
- and provide criteria and guidance on the extent and nature of the consultation and briefing that should be carried out for the level of safety validation being applied.

Changes that involve new or modified assets, plant, equipment or information technology for which a project life cycle applies must be subject to processes that consider the life cycle of the project, including:

- concept and feasibility;
- definition of requirements;
- design;
- implementation;
- installation and commissioning;
- operations and maintenance;
- modification; and
- decommissioning and disposal.

STEP 2: Undertake a risk assessment.

This step is the actual undertaking of a risk assessment on the proposed change and deciding how the risk, including the controls, can be managed so far as is reasonably practicable. Appropriate use of risk management tools and techniques as part of the management of change process ensures that the potential impacts are understood. This requires an in depth understanding of the change proposed, its potential impacts on current activities and operational interfaces.

When an operator undertakes a risk assessment, the emphasis is usually on any new incidents or associated hazards that could arise from the proposed change. The assessment

should also take into consideration any existing risks and common cause failures should be considered where the change is not independent of existing systems or functions. The operator should compare the level of risk before and after the proposed changes.

The operator should ensure that the new cumulative impact of all the hazards does not increase the overall risk of rail operations, without appropriate management. This may require the implementation of additional controls initially rejected because the benefit was marginally less than the resources to implement them. The RSR requires that operators eliminate or reduce the risks to safety of their operation so far as is reasonably practicable. If the level of residual risk increases following a change it could be argued that the lower level of risk that existed before the change was introduced was clearly reasonably practicable and that the change which increased the level of risk is therefore not in compliance with the safety duty.

Therefore, as a general principle, operators must be endeavouring to achieve a level of residual risk following implementation of the change that is at least the same or better than the residual risk that existed prior to the implementation of the change. If an increase in residual risk is unavoidable, it would be prudent for the rail operator to keep records demonstrating why the lower level of risk is no longer reasonably practicable.

Risk assessments of proposed changes should extend to consideration of opportunities to improve previously existing risk controls.

Change may alter the balance of risk exposure to different groups. Operators must endeavour to ensure an equitable balance of risk exposure to affected groups. Where the change involves a potential increase in risks to another party, the management of change process must cover how those risks are likely to be increased and subsequently managed.

For example a change may reduce risk to a group, but introduce or increase risk to another group or an individual. In such circumstances there is a need to balance the risks affecting each group so that one group does not suffer very high levels of residual risk in order to reduce or remove the risk to the other.

Where existing risk controls are removed the decision should be documented, explaining what controls have been removed and why, and how the associated risks are to be managed.

STEP 3: Evaluate levels of change and develop an implementation plan

This step requires evaluation of the consolidated information gathered, further consultation (if practicable) with appropriate stakeholders and making decisions on the options available. The change and associated activities are identified and an implementation plan developed.

The implementation plan must address a range of matters including:

- plans for introducing the change including all necessary modifications to the safety management system and regulatory approvals;
- communication, whereby important changes regarding operations, equipment and procedures are effectively communicated throughout the organisation;
- requirements for instruction and training;
- any additional resources required to implement the change, for example supervision or verification;
- documents that need to be revised, for example, operating procedures, risk registers, training material, interface coordination plans, emergency plans and management of change documentation itself;
- and plans for monitoring and reviewing the change following implementation.

Regulatory requirements and timeframes are an important part of the implementation plan. In considering the time at which to lodge an application for variation to accreditation, for example, an accredited operator will need to be mindful of the definition of railway operations; and the circumstances in which the accredited operator may be considered to have commenced any new railway operations not addressed in the scope and nature of the initial accreditation. For instance, an accredited operator would need to apply and have approved any application for variation to accreditation before constructing any railway, railway track and associated track structure or rolling stock. (Refer to Section 9.4.5 – Changes to the SMS)

Similarly, an accredited operator must need to have a variation approved before commissioning any new rail infrastructure or rolling stock. For this reason, the accredited operator must ensure that any application for variation of accreditation is submitted in sufficient time before the carrying out of any new railway operations to ensure compliance with the RSR.

It is therefore advisable that the rail operator contacts the RSR early in the planning process to determine and initiate any regulatory requirements for the proposed change. Information from the RSR may better allow the rail operator to plan for notification or approval times and improve the RSR's understanding of the project.

STEP 4: Document changes and obtain approvals

This step involves consolidating documentation on the change including any supporting records (such as external reports, quotes, or findings). The change must be clearly documented and gain internal sign off from the appropriately authorised independent person or persons within the rail operator.

An independent safety validation where the proposed change relates to major projects must be undertaken by an appropriately experienced and/or qualified person who is independent from the change. In the railway industry this person is normally called an Independent Competent Person (ICP)

There are three important things to consider when appointing an ICP.

Competence

a). They must have the skills and knowledge needed to carry out the Safety Validation. Operators may wish to gather and keep evidence of this. This evidence could include:

- experience in the industry or the type of work and workplace;
- direct knowledge of the specific process they are overseeing, such as making sure vehicles are acceptable or replacing signal systems;
- experience of the regulatory process, in terms of setting standards and gathering evidence appropriately;
- written qualifications that can be checked;
- being aware of current best practice; and
- being aware of the limits of their skills and experience.

Impartiality

b). They must not have been responsible for any of the things they will have to assess because that might cause them to be biased in their assessment

Independence

c). They must not be part of the line management team that is responsible for the project. For example:

- they should not benefit personally from the project being completed successfully and quickly;

- they should not profit (other than any remuneration for acting as the independent competent person) from the project being introduced, such as if they run or own shares in a company which makes parts being used in the project;
- they should not verify the suitability of a product or component that they designed or built;
- an ICP should report direct to senior management and not be responsible for designing the project; and
- they must have the authority to ask for information, carry out examinations and make recommendations.

The main sources of ICPs in the railway sector are likely to be:

- in-house experts (see below);
- other operators;
- consultants; and
- individuals acting independently.

In-house ICPs: A competent person does not have to be employed by another organisation (a 'third party') to be independent. It is perfectly acceptable for SV to be done in-house. The most important thing is to show that the ICP is independent enough from the project to give an objective (unbiased) assessment. It is important that the ICP has appropriate levels of impartiality and independence from pressures, especially of a financial or operational nature, which could affect sound judgment.

They should not verify their own work, and their management lines should be separate from those people whose work they are checking. For instance, it is acceptable in principle for an operator's in-house team or chief engineer to check work done elsewhere in the same organisation. However, it would influence objectivity if that team or individual's management chain included the manager responsible for meeting targets that might be adversely affected by the findings of the verification process.

Where a group of individuals are fulfilling the ICP role, the transport operator, or responsible person should make arrangements to ensure that tasks such as record keeping are carried out consistently. Decisions on verification standards are for the transport operator or responsible person to take. If ICPs have differing views, the transport operator or responsible person will need to make an informed decision on how to proceed.

STEP 5: Review of Safety management system

This step involves the operator reviewing, and revising where necessary, its safety management system, risk register, emergency plans and interface agreements.

STEP 6: Implementation

Once a change has received the necessary internal and external approvals, the change may be implemented using the approved implementation plan.

It is essential that the approved implementation plan is fully carried out, including making all necessary modifications to organisational documentation, such as the safety management system, risk assessments and other operational documentation.

STEP 7: Monitoring and review

The following questions should be asked at this step in the management of change process:

- have any new risks eventuated or pre-existing risks increased after implementation? Have any pre-existing risks been reduced or eliminated?
- are additional risk controls, implemented as part of the change, appropriate?
- have performance targets for the change been set, and where applicable organisational key safety performance targets been reviewed?
- has training been provided to staff affected by the change?
- has a post implementation competency assessment been conducted to ensure the training provided was adequate for facilitating the change?
- is there a process to revise the risk assessment as new information accumulates?

Monitoring and review arrangements can be introduced immediately following the implementation of the change to ensure all risk controls, including training, have been effective, and that documentation has been updated.

9. PROCESSES FOR IMPLEMENTATION

To make the sometimes very complex design and operational processes work effectively, there is a need for a set of processes for implementation. The processes should serve to implement activities and to assure that such activities are being carried out and that results are obtained.

In this context, people need to know what their role in the system is and what they're responsible for. Therefore, the structure [ref § 9.1] must include identification of responsibilities and assignment, where appropriate, of functions and activities to people. They also need to have the knowledge and skills [ref § 9.2] to know what to do in all circumstances and at all time they need to have all relevant information [ref §9.3] available in an adequate form.

Resource management, and in particular the suitability of professional competence and health requirements to perform safety critical or safety related tasks is a key factor for delivering safe operation.

Processes for implementation underlie and ensure documentation [§9.4] of all operational and processes for design and improvement, since they are necessary to implement them efficiently and therefore to run the business.

9.1 Structure and Responsibilities

The safety management system must be based on a clear distribution of responsibilities and on adequate human and technical resources, in order to deliver safe operations. This can be achieved through determining management accountability, an enabling organizational structure and effective work load planning.

9.1.1 Distribution of authorities and responsibilities

The requirements for authority and responsibilities structures, including the responsibilities of the Nominated Manager are described in SANS 3000-1 (Railway Safety Management).

Each Operator must clearly identify and define the areas of responsibility related to railway safety, in order to allocate them at the appropriate level, within their organisational structure, to associated staff and/or specific functions. Delegation of responsibilities and safety tasks must be formal and approved by the senior/top management and by the staff member responsible for the specific function and safety task.

An organisation needs to ensure that staff with delegated responsibilities has the authority, competence and appropriate resources to fulfil their function. Therefore responsibility and competence must be coherent and compatible with the given role/task. Clear authorities, roles, tasks and objectives for safety at all levels in the railway company have an important part in the design and implementation of a SMS by ensuring that staff at all levels takes responsibility.

It is essential in any management system that each person responsible for implementation of the system has a clear understanding of their accountabilities, responsibilities and authorities in relation to the system (including limits of authority). This must cover the scope of operations at any given time, i.e. business as usual, degraded and emergency situations.

To achieve this, the SMS must include documents that describe the responsibilities, accountabilities, authorities and interrelation of the personnel who manage or carry out rail safety work, or who verify such work. These requirements may be satisfied by organisational charts supported by position descriptions which describe the key dependencies between roles.

Similarly the SMS must support the role of safety personnel by specifying procedures for safety personnel to report safety risks, for example through safety management committees. Documents that describe the authorities given to safety personnel to enable them to meet their responsibilities must also be included in the safety management system.

When assigning responsibilities, accountabilities and authorities, particular account must be taken of the need for:

- the nomination of a manager who, irrespective of other responsibilities, is responsible for maintaining, reviewing and reporting on the organisation's safety management system [refer to SANS 3000-1 (Railway Safety Management)];
- individuals to have the necessary authority to execute their responsibilities;
- individuals to be held accountable for the execution of their responsibilities;
- clear lines of accountability for personnel certifying the safety of critical infrastructure, equipment and operations;
- personnel who manage or carry out work relating to the safety of the railway operations, or who verify such work, to be given the necessary organisational freedom and technical authority to;
 - initiate action to prevent unsafe occurrences;
 - initiate, recommend or provide solutions to railway safety issues through designated channels;
 - initiate action to learn from railway safety occurrences and to prevent any recurrence;
 - verify the implementation of solutions;
 - control further design, construction, commissioning, operation or maintenance activities so that any observable deficiency or unsatisfactory railway safety condition is corrected; and
 - identify internal verification requirements, provide adequate

9.1.2 Management accountability

The railway organisation must ensure that those given roles, tasks and objectives in safety management are accountable for delivery of the business safety objectives for which they are responsible.

Adequate supervision, in line with monitoring mechanisms, compliments the provision of information, instruction and training to ensure that the safety policy of an organisation is effectively implemented and developed. Good supervision regimes can form a powerful part of a proper SMS.

9.1.3 Organisational structure

The organisational structure of an Operator must be appropriate to deliver the safety policy and safety approach of the organisation, so that:

- Risk controls fit sensibly into management structure (the design of the structure should cover all internal and external interfaces);
- Responsibility for and delivery of (possibly conflicting) business objectives in a safe manner are transparent and effectively deal with interfaces;
- Resources are effectively allocated;
- Safety related information reaches all levels of the organisation

9.1.4 Workload planning

Good planning of activities will significantly improve the way that organisations manage safety, by providing the sufficient and appropriate resources to complete tasks. The SMS may benefit from having procedures for estimating the necessary resources that the company will need:

- to operate and maintain its railway operations;
- to implement, manage and maintain its safety management system as a whole;
- for the preparation of plans to ensure adequate assignment and workload.

Such processes must be expected to be part the normal business planning cycle, and subsequently reviewed to ensure that resources are being appropriately managed. This will lead to effective risk control as well as to efficient operation.

Operators are required to classify their workforce involved with safety tasks in railway operations into “safety related” grades and “safety critical” grades and submit a list of those grades to the RSR as part of their SMS Report. When work to be assigned includes execution of safety related or safety-critical tasks, the job-design shall take into account the following:

- the volume, frequency, nature, intensity and duration of tasks to be completed is not excessive at times when a safety-critical task is being carried out;
- where safety-critical tasks are combined the operator is able to demonstrate that safety is not compromised. For example:
 - there is no requirement for independence of the combined tasks,
 - the combination is permitted by national safety rules,
 - the combination contains no “functional” contradictions;
- there are no contradictions between execution of safety-critical tasks and other objectives assigned to staff (for example: systematic conflict between safety and production, lack of resources, etc.).

The operator shall put into place processes and procedures to ensure direct behaviour monitoring of safety related and safety critical tasks, which must address the following at a minimum:

- Monitoring of relevant task performance indicators (e.g. train handling, speed, radio communications)
- Monitoring of safety critical communications;
- Immediate post-occurrence investigations or tests, and
- Adherence to rules pertaining to workload limits

9.2 Fitness for duty

Fitness for duty outlines the factors that must be assessed before an individual can be declared fit to perform their duties. An organisation must ensure that all staff with a responsibility in the safety management system are fit for duty to ensure safe, effective and efficient delivery of its objectives, in all circumstances. Fitness for duty of personnel is crucial for safe railway operations since it minimizes the extent to which personnel psychological and physical conditions and the resulting performance may compromise safety. (Refer to SANS 3000-4:2011 Edition1).

The operator must establish, develop or adopt, document, implement and maintain policies, processes and procedures to manage employees who, whilst on duty, experience problems that might impact on fitness for duty, in accordance with the relevant national legislation.

The fitness on duty of personnel must entail continually ensuring a match between employee capabilities and task, environmental and organisational demands. This must be achieved through identifying, measuring and managing the following:

- Medical conditions – psychological and physical;
- Fatigue;
- Substance abuse;
- Medication;
- Pregnancy;
- Training and development;
- Employee wellness;
- Employee Stress.

9.3 Information

Organisations must define information control procedures, based on existing management systems. Safety information must be readily available for consultation and/or verification. The necessary flow(s) of internal and external information has to be identified and acted upon.

9.3.1 Configuration control of safety information

Measures to control vital safety information are important to maintain and improve safety performance within an organisation. The availability of correct information enables awareness and allows for corrective actions to be taken promptly and efficiently.

There are several types of information to be managed, with different degree of criticality for operation:

- operational urgent information concerning train movements, like late notices, temporary speed restriction, dangerous goods, hauled load, etc.;
- operational safety information/documentation, like braking sheet, train schedule, etc.;
- operational permanent information documentation like rules books or route books, permanent safety orders, etc.;
- more general SMS information (feedback of experience, staff involvement, minutes of meetings, etc.).

The elaboration, transmission, archiving requirement and processes may be different for the listed types of information. As a general principle, organisations must ensure that key operational information is:

- relevant and valid,
- accurate,
- complete,

- appropriately updated,
- controlled,
- consistent and easy to understand (incl. the language used),
- staff are aware of its existence before it must be applied,
- easily accessible to staff and where required copies are formally given to them.

A method to format and generate controlled document is to provide appropriate fields at least for:

- unique identification number,
- date,
- responsible person for preparation,
- responsible person for authorising the release (of the original document and of the following revisions),
- list of revisions

9.3.2 Consultation and Involvement of staff and staff representatives

The rail operator must undertake consultation before establishing or varying the safety management system. The safety management system must include auditable systems and procedures to ensure that this consultation occurs.

Consultation must be undertaken, so far as is reasonably practicable, with

- persons who carry out railway operations, or work at the rail operator's railway premises or with the rail operators rolling stock and who are likely to be affected by the review or variation of the safety management system;
- health and safety representatives within the meaning of occupational health and safety legislation representing any of these people or entities;
- any union representing any of these people;
- any other rail operator with whom the rail operator has an interface co-ordination plan relating to risks to safety of railway operations carried out by or on behalf of either of them; and
- the public, as appropriate.

People or entities that carry out railway operations may include contractors, or personnel sourced from labour brokers. Consultation processes must include reasonable opportunities for persons consulted to make submissions on the safety management system and to advise them in a timely manner of the outcome.

In general, consultation with the public would be considered appropriate where the public may be affected by the establishment, review or variation of the safety management system. This may be where a control requires a particular action or understanding of the public to be effective. For example, it would be appropriate to consult with the public when installing a new door operating device on a passenger carriage.

When undertaking consultation rail operators must bear in mind that effective consultation:

- occurs early, before the agenda is set and decisions are made;
- is planned, genuine and collaborative, within a process that is open and receptive to rail safety worker participation and where the rail operator is interested in and values safety critical employees' ideas;
- is characterised by mutual trust and respect between the rail operator and its safety critical employees;
- requires the application of interpersonal, facilitative and listening skills;
- includes a proactive role for safety critical employees, who are encouraged to suggest ideas;
- may require that training in communication skills and risk assessment be provided to enable effective participation by safety critical employees;
- requires the provision of relevant information;
- provides opportunities for feedback on issues raised, including opportunities for one on one communication where this is reasonably practicable; and
- results in outcomes that improve the safety management system. Within any organisation, involvement of staff is a key element in developing safety culture, gaining staff confidence and encouraging cooperation, support and acceptance. The involvement of staff in the implementation of a SMS is crucial for the development, maintenance and improvement of a strong safety culture within the organisation.

Employee and representative consultation in drafting the company safety policy is recommended.

A collaborative approach will help ensure that significant employee concerns are addressed in the policy and will provide an additional vehicle for communicating the railway's commitment to safety to employees. Employees and their representatives must also be consulted in setting annual safety targets and identifying the associated safety initiatives. Consulting with employees and linking the target-setting process with the risk management process will help ensure that the most significant outstanding safety issues and concerns are addressed.

Employees and their representatives can make important contributions to each step of the risk assessment process that should include mechanisms for employees to identify safety issues

and concerns on a routine and ongoing basis. These mechanisms should have a high level of visibility and participation to ensure that all risks are captured. Employees and their representatives must also be involved in the development of risk control strategies, particularly for risks that they have identified. Employees must be informed of actions that are being taken or that are planned to address the safety issues and concerns they have identified. Feedback is essential to ensure continued participation.

9.3.3 Internal / external communication

Organisations cannot operate without communication. Communication can take various forms but all forms involve the transfer of information from one party to others. Communication processes in place within the organization allow the SMS to function effectively.

The exchange of relevant safety information is crucial within and among organisations. It is therefore important that defined reporting channels and interfaces exist, within a structured process, to ensure that knowledge and understanding of the SMS is ensured and all safety relevant information [ref. § 9.3.1 on configuration control of safety information] is conveyed to or available for the right person/role/function in a prompt and clear way.

Internal communication refers to all levels of an organisation, as for instance:

- staff involved in SMS design, implementation and delivery,
- staff involved in operational and organisational arrangements and changes,
- operational staff.

There are three interrelated methods for communication within an organisation:

- (i) Visible Behaviour
- (ii) Written Communication
- (iii) Face - to - face discussion

Managers may wish to acknowledge and if possible remove barriers to the official communication. Examples of obstacles or barriers include illiteracy, language differences, reprisals (supervisory and/or peer), or other forms of discrimination. Incentive programs, substance testing programs, and disciplinary mechanisms should be carefully designed and implemented to ensure that employees are not discouraged from reporting job related injuries, illnesses, hazards, and risks.

External communication refers to safety aspects that may be relevant, but not limited, to:

- other companies operating on the same infrastructure (maintenance providers, service providers, etc.),
- suppliers / contractors,
- customers,
- regulatory agencies
- other stakeholders (users, neighbours, all kind of authorities).

The exchange of information may especially pertain to known hazards that need to be controlled by others. Good two way communication is also essential because it supports the development of a positive safety culture.

9.4 Documentation

9.4.1 SMS Documentation

Processes and procedures describing activities, having direct and indirect effects on railway safety, are relevant parts of the SMS, both at an organisational and operational level and should be duly documented to ensure traceability.

Refer to the requirements for document and data control as contained in SANS 3000-1 (Railway Safety Management).

SMS documents must be promptly and accordingly updated in case of relevant technical, operational and organisational changes, even if they do not affect operational safety directly. The documentation needs to ensure the traceability of SMS processes.

Up-to-date and consolidated documentation describing the characteristics and elements of the safety management system must exist.

A formal document on SMS is to be submitted by Operators applying for a Safety Permit (Refer Part II – Section 5 and 9.4.4 below). The document underlines the main elements of the railway operator's SMS. It must detail and give supporting information and evidence of the different processes or company standards/rules implemented (or in the phase of implementation), cross referencing or linked to the items identified in Annex III. In addition to the manual, a set of procedures is requested. A procedure is the specified way to perform a task.

9.4.2 SMS Report

9.4.2.1 The operator shall submit his documented SMS report to the Regulator in order to demonstrate his ability to manage railway operations safety. This report is intended to provide:

- Evidence that the operator has the ability, commitment, organization and resources to properly assess and effectively control the risks to assets, environment, health and safety of its customers, staff, contractors, visitors and others who may be affected by its railway operations.
- A comprehensive working document against which both the operator and the regulator can check that the accepted risk control measures and SMS have been put properly into place and continue to operate in the way in which they were intended.
- Visibility of the processes being applied to demonstrate that the operator's arrangements for ensuring safety are effective and sufficiently robust.

9.4.2.2 The SMS Report describes:

- The Operator's organisational and procedural arrangements through which it will ensure safety of railway operations.
- The Operator's arrangements to be implemented and further activities which are still to be carried out to ensure the ongoing safety of operations.

9.4.2.3 The structure and content of a SMS report shall be as follows:

9.4.2.3.1 General:

The following information shall be documented and provided in an SMS Report:

- The name, physical and postal address, and company registration number, including the name, physical and postal addresses and contact details of the Nominated Manager
- A systems description of the operator which must provide the Regulator with a holistic business overview of the following:
 - A statement of strategic intent, nature of the business (freight, passenger, heritage, etc.), vision and mission statement, business philosophy, envisaged market growth, including new works during the period of issuance of new Safety Permit
 - Organogram, number of employees, geographical areas of business,
 - Annual volume of passengers and tonnage transported, number of yards, sidings, number and types of rolling stock and locomotives

- Description of train operations (including signal and telecommunication systems in use), depot operations and station operations
- Maintenance strategy: broad maintenance strategy; person in charge for delivery of maintenance arrangements (maintenance organogram); shared maintenance responsibility, management of contractors, introduction of new technology, asset configuration process.
- A summary of the key aspects of the elements of the operator's SMS as required by SANS 3000 series of standards
- A list of the applicable titles and dates of relevant safety-related legislation,
- A list of all the applicable SMS Standards
- A list of all the applicable SMS procedures
- A list of all the safety critical and safety related positions
- A list of the training courses required for each employee who does safety related work
- A list of interface agreements with other operators with whom the applicant interfaces
- Safety Improvement Plan

9.4.2.3.2 Additional Information by the Network operator:

The Network operator shall supply the following information

a) A description of the network, with the following suitable diagrams attached:

1. A diagram of the infrastructure (e.g. track gauge, bridges and tunnels, servitudes and wayleaves (where applicable), train control systems and related telecommunication methods, and electric traction infrastructure; and
2. A diagram of the geographical areas of operation, including
 - i. The train service border areas
 - ii. The network borders
 - iii. The sections of lines with route kilometres and single track kilometres
 - iv. The location and type of level crossings (vehicle crossings and pedestrian crossings), and
 - v. The total number of private sidings, and the number (s) of sidings in use

b) Operational descriptions, for example train control systems (such as colour-light signalling; radio based train control systems); and

c) Operational parameters per route,

1. Maximum allowable speed
2. Maximum axle loading

3. Maximum train length, in metres, including the motive power,
4. Route restrictions other than normal operational parameters (for example, the loading profiles, motive requirements, or infrastructure limitations when specialized freight such as abnormal loads or dangerous goods are to be conveyed),
5. Capacity utilization of each route,
6. Motive power (steam, electric, diesel, other),
7. List of maintenance depots and maintenance equipment in use;
8. List of power supply substations, and
9. Other (specify)

9.4.2.3.3 Additional Information by the Train operator:

The train operator shall supply the following information:

- a) information about the rolling stock, i.e.
 1. The motive power, whether
 - i. Electric (type and number of locomotives),
 - ii. Diesel (type and number of locomotives),
 - iii. Steam (type and number of locomotives),
 - iv. Others (specify)
 2. Wagons (type and number)
 3. Passenger coaches (type and number)
 4. Information on the maintenance depots and maintenance facilities;
 5. Other (specify)
- b) The routes of the network used by the train operator and the frequency and nature of the operation;
- c) The stations that will be used and the frequency of use;
- d) Dangerous goods handled, i.e.
 - 1) Projected volumes
 - 2) Routes, and
 - 3) Classes, and
- e) Other (Specify)

9.4.2.3.4 Additional Information by the Station Operator:

The station operator shall supply the following information:

- a) A list of the stations under his control, the routes, and name of the network operator responsible for each station;
- b) A list of the names of train operators and the stations they use,
- c) The capacity of stations in terms of trains and passengers,
- d) The average utilization of stations in terms of trains and passengers; and
- e) Other (Specify)

9.4.3 Document Management

Processes and procedures describing activities, having direct and indirect effects on railway safety, must be considered as relevant parts of the SMS, both at an organisational and operational level.

The safety management system must have systems and procedures to control and manage all documents and information relevant to the management of risks to safety associated with railway operations. Such systems and procedures must include systems and procedures for:

- the identification, creation, maintenance, management, storage and retention of records and documents;
- ensuring the currency of documents required for railway operations; and
- the communication of any changes to the document control systems and procedures, to safety critical employees and employees of the rail operator who rely on those systems and procedures to carry out their work.

Processes and procedures describing activities, having direct and indirect effects on railway safety, should be considered as relevant parts of the SMS, both at an organisational and operational level.

The following documents pertaining SMS must be considered:

- procedures applicable at company level;
- safety plans/ reports;
- audit and monitoring results;
- documents related to implementation of corrective/preventive actions;

- any other operational document that is necessary to ensure compliance with applicable rules (rule books, route books, safety orders, etc.), including all operational information described at section § 9.3.1)“configuration control of safety information”);
- applicable standards;
- any other technical document that is related to life-cycle of equipment and operation and with risk analysis.

For SMS documentation, the following principles must be applied:

- Format, preparation, distribution and control of changes should be defined beforehand,
- The documents should be regularly monitored and updated,
- All relevant documentation should be collected and stored/archived.

Safety related documents and data must be reviewed and approved for adequacy prior to issue and use. A master list or equivalent document control procedure identifying current revision status of documents must be established and be readily available to preclude the use of invalid or obsolete documents.

The document control system and arrangements must ensure that:

- the pertinent issues of appropriate documents are available at all locations where operations essential to the effective functioning of the safety management system are performed.
- invalid or obsolete documents are promptly removed from all points of issue or use, or otherwise assured against unintended use.
- any obsolete documents retained for legal or knowledge preservation purposes are suitably identified.

9.4.4 Safety Improvement Plan

The Safety Improvement Plan which shall be submitted annually shall support the Operator's safety policy, demonstrating commitment to continual safety improvement (Refer § 8.4.1). The safety performance report and safety improvement plan must be signed by the head of the operator's organization or his/her delegated representative, and communicated to all the employees.

The Safety Improvement Plan must be based on a five (5) year rolling cycle of safety targets and objectives to be achieved and which will be measured on an annual basis.

Operators are required to document their Safety Improvement Plans in such a manner that the first part of the document addresses the safety performance of the previous cycle of their

Safety Permit and the second part of the document addresses the Safety Improvement Plan of the new cycle of the Safety Permit.

The annual safety improvement process (plan) includes:

- Results of the most recent (but not older than 6 months old) risk assessment undertaken and the resultant risk control strategies (section 8.2);
- the most recent results of internal safety auditing (section 8.3.3);
- Periodic analysis by the operator of occurrence data to identify safety trends and to provide feedback to the risk management process section (8.3.1);
- Results of trend analysis using historical data of railway occurrences reportable to the RSR and also the root causes thereof (section 8.3.2.3);
- Periodic review of the safety data analysis by Senior management (section 8.4);
- the development of safety indicators (both leading and lagging indicators) as far as it is relevant to the reporting organisation (section 8.3.1);
- Observations on deficiencies and malfunctions of railway operations and infrastructure management that might be relevant for the safety authority;
- information on how the organisation's safety targets are met and the results of safety plans;
- Based on the finding above a list of the most critical railway safety issues to be addressed for the next year and beyond
- Where appropriate, annual safety performance targets must be set for each discipline or department of the operator, which are measureable, meaningful and realistically achievable whilst taking into account the current realities. These targets shall:
 - Promote continual improvement
 - Be tailored to the needs of the operator
 - Be linked to the operator's risk management process
- Deviations from the original planned asset maintenance interventions.

Refer to SANS 3000-1 (Railway Safety Management) for specific requirements regarding the Annual Safety Improvement Plan.

It is important to note that:

- "organisation's safety targets" may tend to improvement or maintaining of safety performance, resulting from the analysis of past performances;
- "safety plans" are documents containing a list of actions with expected results, relevant timeframe and allocation of responsibilities, identified in order to pursue improvement in performance or maintaining of an adequate level of safety.

9.4.5 Changes to the SMS and Railway Operations

Changes to the specific conditions imposed by the Regulator on the granting of a Safety Permit may only be authorized by the Regulator.

The Operator is required to carry out his operations in compliance with the conditions of his Safety Permit, which includes the SMS and SMS Report. The operator shall keep his SMS Report up to date, amending it to reflect changes in operations.

Changes to an operator's SMS and/or the SMS Report are to be expected, particularly in the early stages after granting of a Safety Permit, in the light of experience, after audit recommendations, and at the implementation of requirements imposed by the Regulator.

Material changes to the SMS report, including changes to the SMS, shall be submitted to the RSR for noting, 30 days before the changes will be effected. This requirement does not prevent an operator from taking immediate action should safety be compromised, or when it has the potential to be compromised. Minor changes to conditions of the Safety permit that result from changes to the SMS, including the SMS Report shall be submitted to the Regulator for noting within 30 days of the changes being made.

Examples of minor changes to the SMS:

- Changes to the management team and or organizational structures which will not affect the safety organization of the operator;
- Insignificant changes to staff deployment and management, supervisory or inspection responsibilities (or both);
- Minor changes to the audit regime, including the appointment of new auditor; minor changes to the audit scope and or audit frequency;
- Minor changes made to operating agreements

Examples of Material changes to the SMS:

- New lines, extensions, discontinued and abandoned lines;
- Changes to the management team and or organizational structures which may affect the safety organization of the operator;
- Increases to line operating speeds over part of or all of the operations;
- Significant changes to operating procedures that require additions to or amendments of operating standards;
- Changes to train control systems or equipment (or both) over part of or all of the operation, including arrangements for work place protection;
- Motive power changes – steam to diesel, diesel to electric, etc.;

- Non-electrified to electrified lines;
- Changes to inspection procedures, for example, track inspection frequencies, bridge examinations, procedure and frequencies; structure inspection, traction overhead inspection;
- Changes to rolling stock and infrastructure examination and maintenance frequencies, etc.;
- Alterations to fixed and moving structure gauges;
- Alteration to track standards, including material specifications, geometric configuration, and clearance standards;
- Alterations to bridge and structure loadings, material specifications and clearance standards;
- Introduction of new types of motive power, including aspects that relate to axle loading, braking and coupling systems and aspects that require additions or changes (or both) to existing standards or operating procedures;
- Introduction of new or substantially changed rolling stock including aspects that relates to width length, height, loading capacity, and axle loading and aspects that require additions or change (or both) to existing mechanical and operating standards or operating procedures (or both);
- Introduction of new on-track equipment that require any additions or changes (or both) to standards or operating procedures;
- Introduction of new train services;
- Changes to operating agreements, including access or running rights agreements.

Failure by the operator to notify the Regulator of changes to the SMS Report will constitute an offence as contemplated in section 45 (3) of the Act.

10. PROCESSES FOR OPERATIONAL ACTIVITIES

Operational activities form the core of a company by creating, producing and delivering the products and services that customers requires - taking into account primary business objectives like safety, from initial planning to conform to applicable requirement to maintenance and operation.

Safety is, of course, one of the primary objectives and so safety and safety measures should be embedded in operational related processes.

The risk control measures - be it technical, human, organisational or every possible combination of these - are an integral part of the operational activities. They are built into the

system to make it able to deliver normal operation and respond adequately to regular and irregular disruptions and disturbances, e.g. by adjusting its functioning to better match the new conditions, by mitigating the effects of an adverse event, by preventing a further deterioration or spreading of events, by restoring the state that existed before the event, etc.

Operational activities should ensure that service is delivered in compliance with applicable rules.

Typical operational processes (the list is not exhaustive) refer to:

- Traffic planning,
- Traffic management in normal and degraded situation (it includes control-command system and equipment),
- Train preparation,
- Train Operation in normal and degraded conditions,
- Infrastructure (track, telecommunication and signalling) maintenance,
- Rolling stock fitness for operation.

Such operational arrangements and procedures [refer to § 10.3] must take into account normal and degraded situations, as well as emergencies [refer to § 10.6].

10.1 Safety standards for Engineering and Operational Systems

The safety management system must include:

- a documented set of engineering standards and procedures, and operational systems, safety standards and procedures, to cover the following, and, if relevant, the interface between any two or more of them:
 - rail infrastructure;
 - rolling stock; and
 - Operational systems.
- details of the implementation and updating of these documents as required by the document control arrangements (also see section 9.4 Document control arrangements and information management).
- procedures for the control and verification of the design of structures, rolling stock, equipment, and systems, in accordance with the engineering standards and procedures, and operational systems safety standards; and systems, procedures and standards for the following in relation to rail infrastructure and rolling stock:
 - engineering design;
 - construction and installation;

- implementation and commissioning;
- monitoring and maintenance;
- system operation;
- modification; and
- decommissioning or disposal.

Safe working procedures must contain the following, but not limited to:

- a description of the activity;
- identification of the person or position that has a supervisory responsibility for the activity or process;
- a clear explanation in sequential order, of the steps or stages comprising the procedure or process;
- identification of potential hazards in the process;
- identification of safety controls to minimize potential risk from any identified hazards;
- recovery actions should the risks associated with the hazards be realized;
- mechanisms for reviewing procedures;
- record keeping requirements; and
- document control information.

Design control procedures must include (but are not limited to) the following:

- identification of the responsibility for each design or development activity.
- safety risk review at both the design input and design output stages taking into account reliability and maintainability.
- assignment of design verification and validation functions.
- control of design changes.

Verification is the testing and evaluation of an item of equipment or system to assure compliance with its specification and other requirements.

Validation is confirmation that the particular requirements for a specific intended use are fulfilled.

Also refer to SANS 3000-1 (Railway Safety Management).

10.1.1 Process Control

Process control provides controlled conditions for the carrying out of railway operations. These are achieved by:

- establishment and appropriate application of standards and procedures;

- effective monitoring to ensure standards and procedures are being adhered to; and
- Corrective action in response to deficiencies identified (see section 8.4.4 Corrective Action Development).

The safety management system must include:

- procedures for the rail operator to monitor its compliance with the standards and procedures specified in section 8.3, including procedures for the inspection and testing of safety related engineering and operational systems;
- procedures for the control, calibration and maintenance of all equipment used to inspect or test rail infrastructure or rolling stock; and
- arrangements for the establishment and maintenance of inspection and test records to provide evidence of the condition of rail infrastructure or rolling stock.

Procedures for inspection and testing of safety related engineering and operational systems must define the location, method, level of detail and frequency of inspection and testing. Frequencies of inspection and testing must consider operational criteria, rate of deterioration, consequences of failure, frequency of occurrences and performance data [Reliability, Availability, Maintainability and Safety (RAMS)]. Inspection and testing must be undertaken according to a set schedule and in response to defined events.

Records must be created and maintained that provide evidence of the condition of all elements critical to railway safety, in accordance with section 9.4 Document control arrangements and information management.

Inspection and testing processes must include links to processes for corrective action as required in section 8.4.4.

Also refer to SANS 3000-1 (Railway Safety Management)

10.1.2 Procedures to meet applicable rules to assure compliance throughout life-cycle of equipment/operation (delivery phase)

Operator's should carefully reflect upon the elements that are to be considered when delivering safe operation, as far as compliance with applicable rules, road worthiness of rolling stock, integrity of infrastructure and professional competence of staff is concerned.

The following list (that cannot be considered exhaustive) contains some operational processes in the railway sector:

- processes related to train movements,
- processes related to operation of safety installations and equipment,

- processes related to operation of power supply installations,
- track and equipment maintenance,
- command and control system and telecommunication maintenance,
- power supply installations maintenance,
- maintenance of civil infrastructure,
- management of infrastructure and equipment, including emergency equipment,
- assignment and use of rolling stock and equipment,
- rolling stock and equipment maintenance,
- exchange of information with asset owner or entity in charge of maintenance,
- Inspections (prior to departure and during journey).

The staff performing safety related tasks must receive instructions with the following characteristics:

- Exhaustiveness. All the rules and requirements relevant to safety tasks relevant to the operation of the Operator are identified and transcribed in the document,
- Preciseness. Each of the rules and requirements are correctly transcribed without error (for example: behaviour to adopt before a signal, safety related communication texts, etc.),
- Consistency. The requirements applying to a single person or a single team from different sources are compatible and consistent. They do not come into conflict."

10.2 Operational, Maintenance and Emergency Activities

Operational, Maintenance and Emergency activities should be duly documented.

10.2.1 Use of Contractors and Control of Suppliers

Where suppliers, partners and sub-contractors are relied upon to undertake activities relating to safe railway operations, the railway operator must control the delivery of safety related supplies and services provided by these suppliers, partners and subcontractors.

This means in particular that:

- criteria for selection and accreditation of service providers/contractors shall be established;
- suppliers, partners and subcontractors must satisfy the same requirements that the operator is required to meet: the corresponding contracts shall cover all the relevant requirements, including at least: responsibilities and tasks relating to railway safety issues, the obligations related to the transfer of relevant information between both partners and the traceability of safety related documents;

- the Operator must ensure, through appropriate monitoring, that the supplies and services offered consistently meet safety requirements; the operator or infrastructure manager must ensure that its suppliers, partners and subcontractors undertake to accept the checks, inspections and audits called for by the regulations;
- the Operator must ensure, that preventive or corrective measures are implemented after checks, inspections and audits.

It is equally important suppliers and/or contractors have a clear understanding of the railway risks they're under as well as of risks they import to the railway operations.

10.2.1.1 Procurement

The operator shall establish and maintain procedures for ensuring that purchased goods, services and products comply with specified railway safety requirements. These procedures shall ensure that:

- procurement document contain adequately specified railway safety requirements,
- steps are taken to verify that the supplied goods or services, including those supplied from within the organization, comply with railway safety requirements before they are accepted, and
- where appropriate or specified, traceability of manufacture through batch or other identification is available.

10.2.1.2 Contract Management

The operator shall establish and maintain procedures for the management of contracts in respect of safety issues.

Tender or proposal invitation documents shall be reviewed by the organisation to ensure that railway safety requirements are adequately defined and documented. Any conflict between the specified railway safety requirements and those contained in a tender or proposal shall be resolved before a contract is awarded.

The capability of a likely contractor to comply with the specified safety requirements shall be reviewed before a contract is awarded. Permission for the engagement of a subcontractor by the contractor both initially and during the course of a contract shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements.

10.2.1.3 Assessment of Contractors and subcontractors

Procedures for the selection, control and ongoing review of contractors and subcontractors for safety-related work, including the coordination of these activities across all parts of the organization, shall be established and maintained. The type and extent of control exercised shall be dependent upon the type of service and, where appropriate, on the records of contractors' and subcontractors' previously demonstrated capabilities and safety performance.

The selection of contractors and subcontractors shall take into account their capability to comply with railway safety requirements.

10.2.2 Asset Management

Asset management is the systematic and co-ordinated activities and practices undertaken by an Operator to manage assets that are a key or critical factor in achieving effective service delivery and their associated risks in an optimum manner to achieve its strategic and regulatory objectives.

Operators must adopt a strategic approach to managing the safe operations of assets, as part of their risk management framework and as documented in their safety management system. Under this framework, a risk management approach must be applied in each stage of an asset's lifecycle from development of the concept or need, through to and including its design, construction, procurement, commissioning, operation, maintenance, modification and decommissioning phases.

The intent of this approach to asset management is to minimise the risks related to equipment failure and the impact on the surrounding operations both now and into the future. For example, the provision of detailed information on known risks will assist designers to design out potential problems and provide opportunities to improve safety during the life of the asset.

An effective configuration management system, as part of the safety management system, will assist in tracking any changes made to the asset (both functional and physical) during its lifecycle and ensure the correct operating context is considered during design, manufacture, commissioning, operation, modification, decommissioning and disposal.

The asset management policy and processes must provide detail of the principles and means by which the organisation will enact the management of its assets, the configuration management requirements for its assets to ensure continuity throughout the various life stages, and the organisation's responsibilities and accountabilities associated with the management of its assets. It is important for an operator to document what assets are used

to deliver the railway operations (either owned or leased), what the asset is expected to do, and under what operating conditions. The asset management processes must use a risk-based approach to understand the relationship of how an asset can fail, what causes the failure, what happens when the failure occurs, what the probability of that failure is, and the consequences of each failure.

It is a requirement that the safety management system include an asset management policy and processes that address all phases of the asset lifecycle of the rail infrastructure or rolling stock operations. Successful asset management involves identification of the assets owned or managed by an Operator. In general, the following types of assets are identified:

- Physical assets; e.g. buildings, networks, infrastructures, equipment,
- Human assets; e.g. people skills, career paths, training, reporting, mentoring, competencies,
- Financial assets; e.g. cash, investments, liabilities, cash flow, receivables, etc.,
- Intangible assets; intellectual property assets and relationship assets like reputation with customers, suppliers, business units, regulators, competitors, channel partners and brands,
- Information assets; digitized data, information, and knowledge about customers, processes performance, finances, information systems, the protection of the telecom configuration management data, etc. The focus for the railway sector is mainly in the first group, and the physical asset to be considered should be track and related equipment and trains.

Asset management also refers to the policies, strategies, information, plans and resources, which integrate to deliver efficient operation, and the put in place of the above-mentioned activities and practice to ensure that assets remain in condition to allow the operation to deliver its business objectives safely, effectively and efficiently during all its life-cycle.

The outcome of competent asset management is asset integrity, i.e. assets that are fit for their purpose and whose risk of failure is managed to meet an appropriate standard of performance, however the management of assets can also plan for safety hazards brought into the organisation during asset renewal and disposal.

Asset management can therefore support the procedures to assure compliance throughout the life-cycle of equipment.

Operators must submit a comprehensive updated rail asset register and maintenance data in the form and format as prescribed by the Regulator from time-to-time. (Refer to the RSR requirements as per the NIMS Asset Management Module). Operators must also submit

regular asset performance data to the Regulator as it relates to reliability, availability, maintainability and safety (RAMS data) of such assets.

10.2.3 Occurrence Management

Each railway operator must set up an emergency/contingency plan identifying and specifying the different types and levels (critical, non-critical etc.) of emergencies that might occur on the railway network. [Refer to SANS 3000-1 (Railway Safety Management) and RSR Standard 00-3 of 2016 (Edition 1)].

The plan must be based on risk assessments to provide for the prevention and mitigation of the consequences of all potential occurrences associated with railway operations.

Each plan must be periodically reviewed (at least annually) and detail the actions, alerts and information to be given in case of an emergency.

All foreseeable emergencies need to be identified, and for each emergency situation the plan must clearly identify and define:

- the different parties/staff interested/involved (including periodic participation of management);
- the interfaces between operators and relevant public authorities;
- the references for emergency related activities and actions;
- processes and procedures to be set in place according to the type of emergency.

Periodically testing of the emergency plans, including joint exercises with other involved parties, is good practice in order to monitor the effectiveness and update of the emergency plans.

Emergency procedures must be agreed with appropriate entities and should be adequate and anticipate different operational scenarios that may occur in a disruption, involving also the intervention of public authorities, emergency and rescue services.

Scenarios should take into account specific situation, like for instance:

- Language issues that may arise in case of events involving foreign language speaking drivers and on board staff;
- Transport of dangerous goods (specific knowledge of substance labelling and flow of information to relevant entities in conformity with RID provisions and with national applicable rules);

- All internal and external entities to be informed in relation to emergency management and recovery;
- Involvement of all parties concerned in testing phases.

The emergency preparedness plan must address specifically, as a minimum, the following:

- Initial response procedures
- Call-out procedures, including reporting of the occurrence the RSR (Ref 8.3.2)
- On-site management of an occurrence
- Liaison with emergency responders
- Evacuation procedures
- Initiation of an investigation
- Environmental response and rehabilitation
- Service restoration to normal operations

10.2.4 Security Management

Operators must include in their Safety Management System procedures, processes and systems aimed at the management of security as described in SANS 3000-1 (Railway Safety Management)

The SMS must include:

- A security management plan that includes measures to protect people from theft, assault, sabotage, terrorism and other criminal acts of other parties and from other harm;
- Systems and procedures to ensure that safety critical railway assets are protected from theft, sabotage, vandalism and other criminal acts,
- Notifying and reporting security incidents to the RSR and other relevant authorities, and
- systems and procedures to ensure that the appropriate response measures of the security plan are implemented without delay if such a security incident occurs.

The security management plan must include all of the following:

- a list of the risks arising from theft, vandalism, assault, sabotage, terrorism, and other criminal acts or other sources of harm;
- a description of the preventative and response measures to be used to manage those risks, including a description of the policies, procedures and equipment and other physical resources that it is proposed to use for those measures, and of the training that it is proposed to be provided;

- if the rail operator shares a location, such as a model interchange or a port with one or more operators, a description of the arrangements made with those other operators in relation to that location to prevent or respond to security incidents;
- procedures for the recording, reporting and analysis of security incidents;
- the allocation of security roles and responsibilities to appropriate people;
- provision for liaison, the sharing of information and for joint operations with emergency services and with other operators who may be affected by the implementation of the plan; and
- provision for the evaluation, testing and if necessary, the revision, of security measures and procedures.

10.2.5 Interoperability and Management of Interfaces and Intraface

An interface agreement is a written agreement for managing risks in relation to interfaces between operators and for rail. As a minimum an interface agreement must include provisions for:

- implementing and maintaining control measures that are to be used to manage safety risks associated with the interface, and providing for the evaluation, testing and, if necessary, revision of those control measures;
- the respective roles and responsibilities of each party to the agreement in relation to each control measure;
- the procedures by which each party will monitor and determine whether the other party complies with its obligations under the agreement;
- the exchange of information between the parties in relation to their obligations under the agreement; and
- the triggers for, and the frequency of, reviews of the agreement, and if necessary, the revision of the agreement.

SANS 3000-1 (Railway Safety Management) describes the minimum requirements for interface or intraface management (or both) to be met by network, train and station operators to accomplish the required levels of safety and performance for those operations throughout their life cycle, and the removing of technical barriers to the supply of equipment. Operators must include in their Safety Management System procedures, processes and systems aimed at the management of interoperability, interface and intraface management as described in SANS 3000-1 (Railway Safety Management).

Documented procedures and processes must be established, developed or adopted, implemented and maintained to ensure the safe interoperability of railway operations and for

the management of safety at interfaces between operators and intraface between functional disciplines within an operator's organization.

The purpose of the interface coordination provisions is to ensure operators identify risks to safety arising from each other's railway operations. The safety management system must include procedures for:

- the identification of interface risks to the safety of railway operations;
- the development and implementation of interface agreements to manage the interface risks identified; and
- monitoring the implementation and effectiveness of and compliance with interface agreements.

Operators are required to keep a register of their interface agreements and to ensure that the interface agreements are regularly reviewed in light of new risks, changes made to standard working and operating procedures.

10.2.6 Transportation of Dangerous Goods

10.2.6.1 The management of dangerous goods as reflected in this sub-clause is amplified in SANS 10405:2014 (Edition 2).

10.2.6.2 The responsibilities of the consignor are as follows:

- classification and packaging;
- requirements for loading;
- waste classification confirmation;
- precautions with respect to food products for human consumption and animal feeds;
- loading of gas cylinders;
- documentation, including consignment note and wagon label;
- placarding; and
- management of the relevant railway occurrences

10.2.6.3 The following are the responsibilities of the train operator:

- confirmation of the suitability and service worthiness of the rolling stock or containers (or both);
- accuracy of documentation for the dangerous goods to be conveyed;

- shunting and marshalling of rolling stock, including compatibility requirements and the correctness of the train consist;
- in-transit monitoring of the rolling stock, containers and integrity of the dangerous goods load;
- an appropriate contingency plan; and
- railway occurrence management.

10.2.6.4 The following are the responsibilities of the consignee:

- offloading of dangerous goods by competent and resourced personnel
- verification that the consignment was not damaged or spilled. Where there is evidence of damage or spillage to engage the relevant competent authorities on appropriate actions;
- certifying the state of cleanliness of empty wagons or containers (or both);
- handling of bulk deliveries appropriately; and
- management of the relevant railway occurrences.

10.2.6.5 Design requirements include vehicles under pressure and non-pressurized tank wagons and general freight wagons.

10.2.6.6 Security requirements include:

- appropriate training of personnel, including, where appropriate, consignor and consignee personnel, and
- development of security plans for the transportation of dangerous goods.

10.2.6.7 Exemptions include:

- dangerous goods carried by a passenger intended for domestic use, or leisure or sporting activities;
- gases and liquids in tanks affixed to vehicles intended for use in its operation; and
- Exempt quantities as listed in SANS 10231.

10.3 The co-ordination tasks for the Network Operator within the SMS

The SMS of a Network operator is, compared to that of a Train Operator, more sensitive to number, type and extent of Train operators running services on its network. As interactions between railway partners increase, the SMS of a Network operator should reflect the appropriate and updated level of complexity of services it provides.

Some examples of infrastructure related and operation related activities that should be considered as interfaces to be managed by the Network Operator are listed below:

b) Infrastructure related

- infrastructure maintenance (tracks, signalling, telecommunications, overhead lines), ensuring that train movement and maintenance activities can be performed without endangering passengers, workers, third persons and assets (either carried out internally or outsourced);
- protection from other transport modes' interfaces (crossings, bridges, sidings);
- safety of tunnels;
- safety of persons working (track, signalling or overhead lines maintenance) on or adjacent to railway premises (for construction sites or other reasons);
- communication of infrastructure related information that may affect traffic: requirements, permanent / temporary restrictions, adoption of degraded mode procedures, alerts, etc.).

c) Operation related

- train movement control or authorisation, in normal and degraded situation for all Operators operating on the controlled infrastructure;
- interface with neighbouring network operators (to ensure continuity of service at national and international level);
- access to marshalling yards, freight terminals, private sidings;
- shunting (operating directly or supervising undertakings operating on the controlled infrastructure); exchange of operational information with other operators in case of rolling stock failures that may have an impact on the scheduled operation;
- Control of activities in the passengers stations, including the control of passengers and public access, specific provision for persons with reduced mobility and availability, lightening and conditions of platforms. These issues are limited to areas that are functional

to the core railway related activities as, for instance, access to track area, platforms for boarding and getting off trains.

d) Emergency related

- Protection of passengers in case of accident;
- Exchange of information with all interested parties in case of emergencies and service disruptions;
- Clearance of the affected tracks after accidents or disruptions.

10.3.1 Compliance with Network-Specific Requirements For Management of Rolling Stock

The network operator must demonstrate:

- In the SMS documentation, the types of rolling stock to be used on the specific network and the type of operations to be conducted are clearly indicated.
- The documentation outlines how the train operator complies with any operational restrictions placed on the type of rolling stock used on the network.
- In the documentation, any additional maintenance requirements for the network concerned are identified and appropriate arrangements for maintenance are in place.
- In the documentation, any additional requirements to manage rolling stock incidents for the network concerned are identified and appropriate arrangements are put in place.

10.3.2 Safe Design of the Railway Infrastructure

The Network Operator must demonstrate:

- There are procedures to ensure the safe design of the infrastructure throughout the life-cycle of the infrastructure, covering design and installation.
- There are procedures which take into account technical change of the infrastructure and the management of that change.
- There are procedures which show that relevant rules covering the design of the infrastructure and any national safety methods have been identified and that the applicant can comply with them.

10.3.3 Safe Operation of the Infrastructure

The Network Operator must demonstrate the following:

- There are procedures to ensure that the infrastructure is managed and operated safely, taking into account the number, type and extent of operators running services on the network including all necessary interactions depending on the complexity of the operation.
- There are procedures which show how safety is managed at the physical and/or operational borders of the infrastructure.
- There are procedures which show how effective cooperation and coordination is managed, both in normal and emergency situations.
- There are procedures which show that rules covering the safe operation and management of infrastructure/vehicle interfaces have been identified and that the applicant can comply with them.

10.3.4 Provision of Maintenance and Material

The Network Operator must demonstrate the following:

- There are procedures to ensure that maintenance of the infrastructure is undertaken safely, including clear management control and documented audit and inspection.
- There are procedures which ensure that the maintenance of the infrastructure meets the specific needs of the network.
- There are procedures which show that rules covering the supply of maintenance and material have been identified and that the applicant can comply with them.

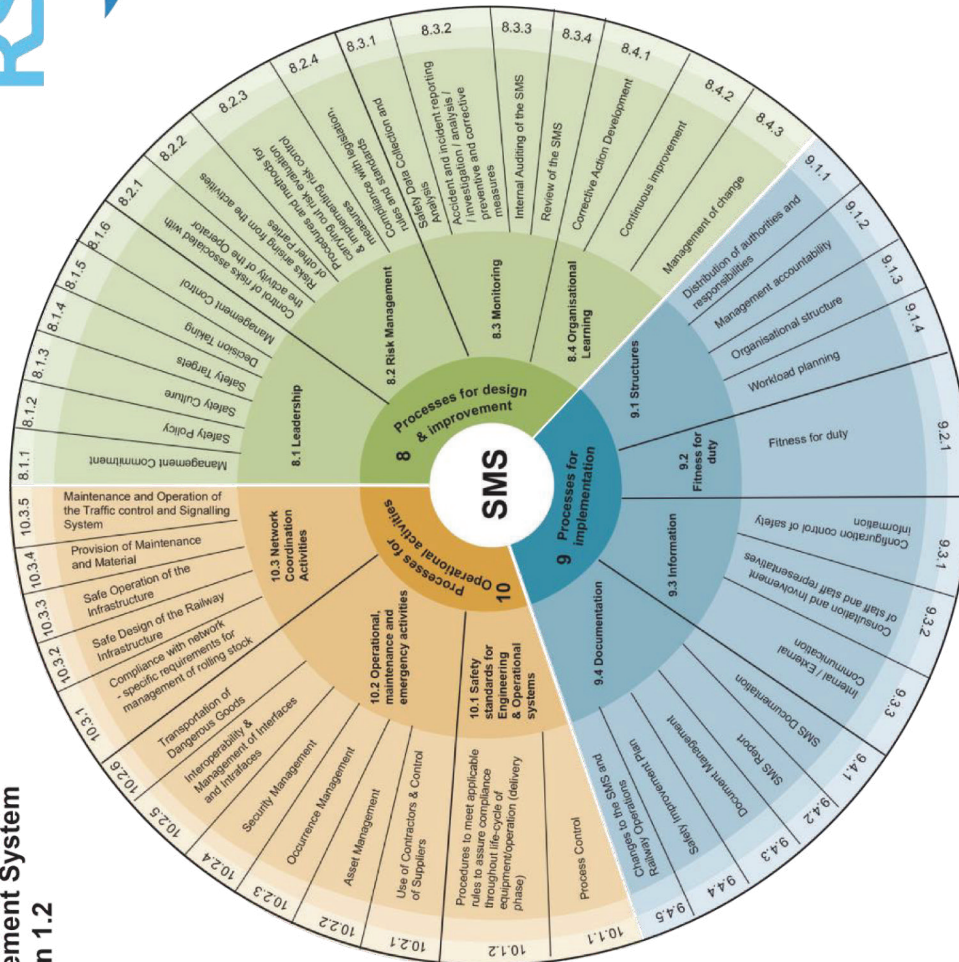
10.3.5 Maintenance and Operation of the Traffic Control and Signalling System

The Network Operator must demonstrate the following:

- There are procedures to ensure that the traffic control and signalling system is operated and maintained so as to ensure the safe operation of the railway.
- There are procedures to comply with existing, new and altered technical and operational standards.
- There are procedures which set out how safety is managed at the physical and/or operational borders of the traffic control and signalling system, including how cooperation, if necessary, is managed.

- There are procedures which show that rules covering the safe operation and maintenance of the traffic control and signalling system have been identified and that the applicant can comply with them.

ANNEXURE 1: THE SMS WHEEL

The RSR Safety Management System
(SMS) Wheel (™) Version 1.2

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES**NOTICE 248 OF 2018****PUBLICATION OF EXPLANATORY SUMMARY OF THE AQUACULTURE DEVELOPMENT BILL,
2018**

1. Notice is hereby given in terms of Rule 276 (1) (b) of the Rules of the National Assembly that the Minister of Agriculture, Forestry and Fisheries intends to introduce the Aquaculture Development Bill, 2018 in the National Assembly shortly.
2. The explanatory summary of the Bill is hereby published in accordance with Rule 276 (1) (c) of the Rules of the National Assembly.
3. To establish an Intergovernmental Authorisations Committee; to provide for the establishment of a national aquaculture intergovernmental forum; to provide for the establishment of provincial aquaculture intergovernmental forums; to provide for the establishment of the national aquaculture sector liaison forum; to provide for the appointment of aquaculture extension officers; to provide for the appointment of specialists on contract; to provide for the recognition of aquaculture sector associations; to provide for the establishment of a national reference laboratory for aquatic animal diseases and food safety; to provide for the establishment of national and provincial aquaculture development funds; to provide for the adoption and content of national and provincial aquaculture development strategies; to provide for the establishment of aquaculture development zones; to provide for the establishment of national and provincial aquaculture information systems; to provide for licensing authorities; to provide for the application, transfer, amendment, renewal and cancellation of aquaculture licences and permits; to provide for integrated aquaculture authorisations; to provide for the setting of water quality objectives and standards for aquaculture; to provide for the protection of aquatic environment; to provide for the development of a national aquatic animal health programme relating to health, welfare, safety and quality of aquatic organisms and products; to prohibit the import, export and movement of aquaculture organisms and products without permits; to provide for the transformation of the aquaculture sector; to provide for the designation of aquaculture inspectors; to provide for the powers of aquaculture inspectors; to provide for offences and penalties; to provide for appeals; to provide for ownership of aquaculture organisms and products; to provide for delegation; to provide for the making of regulations; to provide for savings, repeal and amendment of legislation; to provide for transitional arrangements; to limit state liability; and to provide for matters connected therewith.

4. A copy of the Bill can be found on the website of the Parliamentary Monitoring Group at <http://www.pmg.org.za> and the Department of Agriculture, Forestry and Fisheries at <http://www.daff.gov.za> and may also be obtained from the Government Printers

**DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
NOTICE 249 OF 2018**

National Forum on the Legal Profession

SA Law Commission, 1st Floor, Spooral Park Building, 2007, Lenchen South Avenue, Centurion [●] 2018

Rules required by sections 95(1), 95(3) and 109(2) of the Legal Practice Act

The National Forum on the Legal Profession (the National Forum) is a transitional body established in terms of chapter 10 of the Legal Practice Act 28 of 2014 (the Act).

On 2 February 2018 in Notice 43 of 2018 published in Government Gazette number 41419 the National Forum published draft rules required by sections 95(1), 95(3) and 109(2)(1) of the Act for comment. Sections 95(4) and 109(2)(b), read with sections 97(1) and 109(2) and (3) of the Act (as amended by the Legal Practice Amendment Act 16 of 27) required the National Forum to publish a draft of the proposed rules in the Gazette calling on interested parties to comment thereon in writing within a period of not less than 30 days from the date of publication.

Comments on the draft rules received from a number of interested parties were considered by the Rules Review Committee of the National Forum and, where considered appropriate, the draft rules were amended.

Draft rules 2, 3, 4 and 5 established the fees as required by section 6(4) of the Act, which fees were stated as being inclusive of value-added tax. As a consequence of the increase in value-added tax with effect from 1 April 2018 all of these fees and charges have been adjusted to take account the increase in value-added tax.

Adv. K.D Moroka SC - Chairperson • Mr M Boqwana - Deputy Chairperson • Ms C Mhlungu - Executive Officer

Rule 4 deals with the issue of annual fees payable by legal practitioners. The draft rule as published provided for annual fees (inclusive of value-added tax by legal practitioners in practice of R2 500, and annual fees payable by legal practitioners not in practice of R500. On a reconsideration of the annual fees, having regard to the draft budget of the Legal Practice Council, the National Forum considered it necessary to increase these amounts (inclusive of value-added tax) to **R3 500 and R800** respectively.

Although it is not obliged to do so, the National Forum considers that the proposal relating to the increase in fees, and in particular the annual fees payable in terms of rule 4, should be published for further comment, in view of the substantial increase over and above the fees originally published. Interested parties are accordingly invited to submit written comments on the issues of fees dealt with in this notice, such comments to be received by the National Forum not later than the close of business on 1 June 2018. Such comments should be submitted to the following address:

Ms Charity Nzuza
Executive Officer - National Forum
Email: BonGumede@justice.gov.za

Or hand delivered to
National Forum on the Legal Profession
SA Law Commission, 1st Floor, Spooral Park Building, 2007
Lenchen South Avenue, Centurion between 9am - 3pm weekdays.

Comments should be restricted to the issue of fees and charges. Comments on any other matters will not be considered.

Signed at Pretoria on this the 10th day of May 2018



Adv. Kgomoiso Moroka SC

Chairperson: National Forum for the Legal Profession

DEPARTMENT OF PUBLIC WORKS

NOTICE 250 OF 2018

PUBLICATION OF FEES AND CHARGES AS PROVIDED FOR IN THE PROPERTY VALUERS PROFESSION ACT, 2000 (ACT NO. 47 OF 2000): EFFECTIVE 1 APRIL 2018

1. Application Fee (VAT Inclusive and Non- refundable)

- (a) R1150.00 for all categories of registration, i.e., Professional Valuer (Pr Val), Professional Associated Valuer (Pr AVal), Candidate Valuer (Ca Val), and Single Residential Property Assessor as well as Candidate Single Residential Property Assessor (CSRPA" and "SRPA")
- (b) Additional R1000 for all International/ Foreign registrations-All categories of registration
- (c) R2540.00 for RPL and Specified categories.

2. Registration Fee (VAT Inclusive)

- (a) Professional Valuer R2250.00 (50% non- refundable)
- (b) Professional Associated Valuer R2150.00 (50% non- refundable)
- (c) Candidate (both Ca Val and CSRPA) R1050.00 (50% non- refundable)
- (d) Single Residential Property Assessor R2150.00 (50% non-refundable)

3. Annual Fee (VAT Inclusive)

Non Refundable (Neither as a Whole nor in Part)

Registration Category	Fee payable by 30 June 2018	Fee payable from 01 July to 30 September 2018	Fee payable from 01 October to 31 December 2018
Pr Val	3475.00	3925.00	4225.00
Pr AVal & SRPA	3205.00	3615.00	3895.00
Ca Val registered >5 years	2975.00	3365.00	3615.00
Ca Val registered ≤ 5 years	1125.00	1265.00	1365.00

Note: Registration will be cancelled if no payment is received by 30 September 2018. A new application plus 4X Annual fee will be payable if no payment is received by 31 March 2019.

4. Admission Examination Fee (VAT Inclusive) (50% refundable up to 14 days before examination)

- (a) Professional Valuer R2840.00
- (b) Professional Associated Valuer and SRPA R2740.00

5. Other Fees and Charges (Applicable until amended)

- (a) Administration Fee (Re-Registration) R850.00
- (b) Appeal (Section 25 (1) of the PVP Act, 2000) R2500.00
- (c) Assessing Application ito, PAIA & Furnishing Reasons R2500.00
- (e) Copies- DCs, PAIA, Transcripts, etc. R4.50 per page or as from recording firm
- (f) Audio recordings R5000 plus total cost of production
- (g) Witness Fee R3960 and travel expenses @ R4.50/ km
- (h) Extracts from Register Free for <5 persons, R20 pp from 6th
- (i) Duplicate Certificate R1150.00
- (j) Examination Refresher session R1080.00
- (k) Practical Examination and Interview (SRPA) R1725.00
- (l) Practical Workschool R6740.00
- (m) Examination- Marking and Invigilating R736.00 (Invigilation fee/ day; Marking- 2 scripts per hour & Moderating- 4 scripts/hr)
- (n) Remarking Examination Papers R1600.00
- (o) Supplementary Exam- Pr Val and Pr AVal R1420.00 and R1370.00 respectively.

Registrar (SACPVP)

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
NOTICE 251 OF 2018

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT 1994, (ACT No. 22 OF 1994) AS AMENDED.

Notice is hereby given in terms of Section 11(4) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994) as amended.

Reference Number	:	KRK6/2/3/A/0/2475/251 (S759)
Dispossessed person (s)	:	Mr. John Mathews
Claimant	:	Mrs. Carmile Kathleen Sauls
Property Description	:	Erf 16669 Goodwood (170 Cook Street – Vasco), City of Cape Town
Extent	:	494m ²
Capacity	:	Tenant
Deed of Occupation	:	1943
Deed of Dispossession	:	1959
Current Owners	:	Mr. Jacques Du Toit and Mrs. J.H.F Du Toit
Date Submitted	:	28 October 1998

The Regional Land Claims Commission investigated this claim in terms of provisions of the Act. Any party who has an interest in the above-mentioned land is hereby invited to submit, within 60 days from the publication of this notice, any comments / information to: The Regional Land Claims Commission: Western Cape, Private Bag X9163, Cape Town, 8000, Tel no: (021) 4090300 and Fax no: (021) 424-5146

Mr. L. H. Maphutha
Regional Land Claims Commissioner

APPROVED 

DATE 2018/03/24

CHECKED..... 

DATE..... 23/02/2018

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
NOTICE 252 OF 2018

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT 1994, (ACT No. 22 OF 1994) AS AMENDED.

Notice is hereby given in terms of Section 11(4) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994) as amended.

Reference Number	:	KRK6/2/3/A/12314/0/984 (V246)
Dispossessed person (s)	:	Mr. Jephtha Jacobus Van Diemen
Claimant	:	Mr. Andrew Van Diemen
Property Description	:	Erf 8143 Goodwood, City of Cape Town
Extent	:	0..0000 DUM
Capacity	:	Tenant
Deed of Occupation	:	1960
Deed of Dispossession	:	1979
Current Owners	:	No data found
Date Submitted	:	31 December1998

The Regional Land Claims Commission investigated this claim in terms of provisions of the Act. Any party who has an interest in the above-mentioned land is hereby invited to submit, within 60 days from the publication of this notice, any comments / information to: The Regional Land Claims Commission: Western Cape, Private Bag X9163, Cape Town, 8000, Tel no: (021) 4090300 and Fax no: (021) 424-5146

Mr. L. H. Maphutha
Regional Land Claims Commissioner

APPROVED 

DATE 2018/02/26

CHECKED..... 

DATE..... 2018/02/19

DEPARTMENT OF TRADE AND INDUSTRY

NOTICE 253 OF 2018

**INTERNATIONAL TRADE ADMINISTRATION COMMISSION OF
SOUTH AFRICA****NOTICE OF INITIATION OF THE SUNSET REVIEW OF THE ANTI-DUMPING
DUTY ON UNFRAMED GLASS MIRRORS OF A THICKNESS OF BETWEEN 2MM
OR MORE BUT NOT EXCEEDING 6MM ORIGINATING IN OR IMPORTED FROM
THE PEOPLE'S REPUBLIC OF CHINA (CHINA)**

In accordance with the provisions in Article 53.1 of the Anti-Dumping Regulations, any definitive anti-dumping duty shall be terminated on a date not later than five years from the date of imposition, unless the authorities determine, in a review initiated before that date on their own initiative or upon a duly substantiated request made by or on behalf of the domestic industry, that the expiry of the duty would be likely to lead to continuation or recurrence of dumping and injury.

On 21 July 2017, the International Trade Administration Commission of South Africa (the Commission) notified all interested parties, through Notice No. 546 of 2017 in *Government Gazette* No. 40998, that unless a duly substantiated request is made by or on behalf of the SACU industry, indicating that the expiry of the anti-dumping duty against the imports of unframed glass mirrors originating in or imported from China would likely lead to the continuation or recurrence of dumping and injury, the anti-dumping duty on unframed glass mirrors originating in or imported from China will expire on 25 July 2018. A detailed response to the Commission's sunset review questionnaire was received from PFG Building Glass, a division of PG Group (Pty) Ltd on 24 January 2018.

THE APPLICANT

The application was lodged by PFG Building Glass (Pty) Ltd, the sole producer of unframed glass mirrors within the SACU.

The Applicant alleges that the expiry of the duty would likely lead to the continuation or recurrence of dumping and the recurrence of material injury. The Applicant submitted sufficient evidence and established a *prima facie* case to enable the Commission to arrive at a reasonable conclusion that a sunset review investigation of the anti-dumping duty on unframed glass mirrors originating in or imported from China be initiated.

THE PRODUCT

The anti-dumping duty subject to this sunset review is the duty applicable to unframed glass mirrors, of a thickness of 2 mm or more but not exceeding 6 mm classifiable under tariff subheading 7009.91 originating in or imported from China.

THE ALLEGATION OF THE CONTINUATION OR RECURRENCE OF DUMPING

The allegation of continuation or recurrence of dumping is based on the comparison between the normal value and the export price.

The normal value for China was determined based on a price quotation from a manufacturer in China. The export price for China was determined based on the official import statistics obtained from the South African Revenue Services (SARS) for the dumping period. The dumping margin was determined as 155.30%.

On this basis, the Commission found that there was *prima facie* proof of the likelihood of the continuation or recurrence of dumping.

THE ALLEGATION OF RECURRENCE OF MATERIAL INJURY

The Applicant alleges and submitted sufficient evidence to show that it would experience a decline in sales, price undercutting, price suppression, capacity utilisation, profit, output, market share, return on investment, employment, and growth, if the duty expires.

On this basis, the Commission found that there was *prima facie* proof of the likelihood of the recurrence of material injury.

PERIOD OF INVESTIGATION

The investigation period for dumping is from 01 July 2016 to 30 June 2017 and the injury investigation involves the evaluation of data for the period 01 July 2015 to 30 June 2017, and 2018 estimates in the event the duty expires.

PROCEDURAL FRAMEWORK

Having decided that there is sufficient evidence and a *prima facie* case to justify the initiation of an investigation, the Commission has begun an investigation in terms of section 16 of the International Trade Administration Act, 2002 (the ITA Act). The Commission will conduct its investigation in accordance with the relevant sections of the ITA Act, the World Trade Organisation Agreement on Implementation of Article VI of the GATT 1994 (the Anti-Dumping Agreement) and the Anti-Dumping Regulations of the International Trade Administration Commission of South Africa (ADR). Both the ITA Act and the ADR are available on the Commission's website (www.itac.org.za) or from the Trade Remedies section, on request.

In order to obtain the information it deems necessary for its investigation, the Commission will send non-confidential versions of the application and questionnaires to all known importers and exporters and known representative associations. The trade representative of the country of origin has also been notified. Importers and other interested parties are invited to contact the Commission as soon as possible in order to determine whether they have been listed and were furnished with the relevant documentation. If not, they should immediately ensure that they are sent copies. The questionnaire has to be completed and any other representations must be made within the time limit set out below.

CONFIDENTIAL INFORMATION

Please note that if any information is considered to be confidential then a non-confidential version of the information must be submitted for the public file, simultaneously with the confidential version. In submitting a non-confidential version the following rules are strictly applicable and parties must indicate:

- X where confidential information has been omitted and the nature of such information;
- X reasons for such confidentiality;
- X a summary of the confidential information which permits a reasonable understanding of the substance of the confidential information; and
- X in exceptional cases, where information is not susceptible to summary, reasons must be submitted to this effect.

This rule applies to all parties and to all correspondence with and submissions to the Commission, which unless indicated to be confidential and filed together with a non-confidential version, will be placed on the public file and be made available to other interested parties.

If a party considers that any document of another party, on which that party is submitting representations, does not comply with the above rules and that such deficiency affects that party's ability to make meaningful representations, the details of the deficiency and the reasons why that party's rights are so affected must be submitted to the Commission in writing forthwith (and at the latest 14 days prior to the date on which that party's submission is due). Failure to do so timeously will seriously hamper the proper administration of the investigation, and such party will not be able to subsequently claim an inability to make meaningful representations on the basis of the failure of such other party to meet the requirements.

Subsection 33(1) of the ITA Act provides that any person claiming confidentiality of information should identify whether such information is *confidential by nature* or is *otherwise confidential* and, any such claims must be supported by a written statement, in each case, setting out how the information satisfies the requirements of the claim to confidentiality. In the alternative, a sworn statement should be made setting out reasons why it is impossible to comply with these requirements.

Section 2.3 of the ADR provides as follows:

"The following list indicates "information that is by nature confidential" as per section 33(1)(a) of the Main Act, read with section 36 of the Promotion of Access to Information Act (Act 2 of 2000):

- (a) management accounts;*
- (b) financial accounts of a private company;*
- (c) actual and individual sales prices;*
- (d) actual costs, including cost of production and importation cost;*
- (e) actual sales volumes;*
- (f) individual sales prices;*
- (g) information, the release of which could have serious consequences for the person that provided such information; and*
- (h) information that would be of significant competitive advantage to a competitor;*

Provided that a party submitting such information indicates it to be confidential

ADDRESS

The response to the questionnaire and any information regarding this matter and any arguments concerning the allegation of dumping and the resulting material injury must be submitted in writing to the following address:

Physical address

The Senior Manager: Trade Remedies 1
International Trade Administration Commission
Block E – The DTI Campus
77 Meintjies Street
SUNNYSIDE
PRETORIA
SOUTH AFRICA

Postal address

The Senior Manager:
Trade Remedies 1
Private Bag X753
PRETORIA
0001
SOUTH AFRICA

PROCEDURES AND TIME LIMITS

The Senior Manager: Trade Remedies 1, should receive all responses, including non-confidential copies of the responses, not later than 30 days from the date hereof, or from the date on which the letter accompanying the abovementioned questionnaire was received. The said letter shall be deemed to have been received seven days after the day of its dispatch.

Late submissions will not be accepted except with the prior written consent of the Commission.

The Commission will give due consideration to written requests for an extension of not more than 14 days on good cause shown (properly motivated and substantiated), if received prior to the expiry of the original 30-day period. Merely citing insufficient time is not an acceptable reason for an extension. Please note that the Commission will not consider requests for extension by the Embassy on behalf of foreign producers.

The information submitted by any party may need to be verified by the Investigating Officers in order for the Commission to take such information into consideration. The Commission may verify the information at the premises of the party submitting the information, within a short period after the submission of the information to the Commission. Parties should therefore ensure that the information submitted would subsequently be available for verification. Specifically, it is planned to verify the information submitted by the foreign producers within three to five weeks subsequent to the submission of the information. This period will only be extended if it is not feasible for the Commission to do it within this time period or upon good cause shown, and with the prior written consent of the Commission, which should be requested at the time of the submission. It should be noted that unavailability of, or inconvenience to appointed representatives, will not be considered to be good cause.

Parties should also ensure when they engage representatives that they will be available at the requisite times, to ensure compliance with the above time frames.

Parties should also ensure that all the information requested in the applicable questionnaire is provided in the specified detail and format. The questionnaires are designed to ensure that the Commission is provided with all the information required to make a determination in accordance with the ITA Act and the ADR. The Commission may therefore refuse to verify information that is incomplete or does not comply with the format in the questionnaire, unless the Commission has agreed in writing to a deviation from the required format. A failure to submit a non-confidential version of the response that complies with the rules set out above under the heading *Confidential Information* will be regarded as an incomplete submission.

Parties, who experience difficulty in furnishing the information required, or submitting information in the format required, are urged to make written applications to the Commission at an early stage for permission to deviate from the questionnaire or provide the information in an alternative format that can satisfy the Commission's requirements. The Commission will give due consideration to such a request on good cause shown.

Any interested party may request an oral hearing at any stage of the investigation in accordance with Section 5 of the ADR, provided that the party indicates reasons for not relying on written submissions only. The Commission may refuse an oral hearing if granting such hearing will unduly delay the finalisation of a determination. Parties requesting an oral hearing must provide the Commission with a detailed agenda for, and a detailed version, including a non-confidential version, of the information to be discussed at the oral hearing at the time of the request.

If the required information is not received in a satisfactory form within the time limit specified above, or if verification of the information cannot take place, the Commission may disregard the information submitted and make a finding on the basis of the facts available to it.

Should you have any queries, please do not hesitate to contact investigating officers, Ms Regina Peta at telephone number +27 12 394 3737 or Mr Emmanuel Manamela +27 12 394 3632 or at fax number +27 12 394 0518.

DEPARTMENT OF TRADE AND INDUSTRY

NOTICE 254 OF 2018

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 the South Africa National standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title, scope and purport	Closing Date
SATR 1727 Ed 2	<i>Information technology - Security techniques - Refining software vulnerability analysis under ISO/IEC 15408 and ISO/IEC 18045.</i> Provides more specific guidance on the identification, selection and assessment of relevant potential vulnerabilities in order to conduct an ISO/IEC 15408 evaluation of a software target of evaluation.	2018-07-08
SANS 6814 Ed 2	<i>Machinery for forestry - Mobile and self-propelled machinery - Terms, definitions and classification.</i> Defines terms corresponding to, and gives guidance for the classification of, mobile and self-propelled machinery used in forestry and related operations. Both the definitions and the classification have been determined according to the end use of the machines as intended by the manufacturer. The terms and definitions do not cover all possible forestry and related operations or machinery, nor do they describe specific machines, but are given as an aid to nomenclature.	2018-07-08
SANS 27006 Ed 3	<i>Information technology - Security techniques - Requirements for bodies providing audit and certification of information security management systems.</i> Specifies requirements and provides guidance for bodies providing audit and certification of an information security management system (ISMS), in addition to the requirements contained within ISO/IEC 17021-1 and ISO/IEC 27001 (published in South Africa as identical adoptions under the designations SANS 17021-1 and SANS 27001).	2018-07-08
SANS 27039 Ed 1	<i>Information technology - Security techniques - Selection, deployment and operations of intrusion detection and prevention systems (IDPS).</i> Provides guidelines to assist organizations in preparing to deploy intrusion detection and prevention systems (IDPS). In particular, it addresses the selection, deployment, and operations of IDPS	2018-07-08

SCHEDULE A.1: AMENDMENT OF EXISTING STANDARDS

The following draft amendments are hereby issued for public comments in compliance with the norm for the development of the South African National Standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title	Scope of amendment	Closing Date

SCHEDULE A.2: WITHDRAWAL OF THE 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 South African Bureau of Standards to withdraw them.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date
ARP 4558:2008 Ed 1	<i>Small craft - Rigging screws for stainless steel wire rope - Principal dimensions for forks, connection pins and eye-holes.</i>	The source standard (ISO/TR 4558:1985) has been withdrawn without a replacement.	2018-07-31
SANS 54103:2007 Ed 1	<i>Fat and oil derivatives - Fatty Acid Methyl Esters (FAME) - Determination of ester and</i>	The document is no longer used by Industry. The equivalent EN standard (EN	2018-07-31

	<i>linolenic acid methyl ester contents.</i>	14103) latest edition shall be used accordingly.	
SANS 54105:2007 Ed 1	<i>Fat and oil derivatives - Fatty Acid Methyl Esters (FAME) - Determination of free and total glycerol and mono-, di-, triglyceride content (Reference method).</i>	The document is no longer used by Industry. The equivalent EN standard (EN 14105) latest edition shall be used accordingly.	2018-07-31
SANS 52662:2007 Ed 1	<i>Liquid petroleum products - Determination of contamination in middle distillates.</i>	The document is no longer used by Industry. The equivalent EN standard (EN 12662) latest edition shall be used accordingly.	2018-07-31

SCHEDULE A.3: 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

SECTION B: ISSUING OF THE 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
SANS 1694:2018 Ed 1	<i>The welfare of dairy cattle.</i> Provides guidance to the owners of dairy cattle and to persons who are in charge of them about the requirements they have to adhere to in order to meet their obligations.
SANS 16649-2:2018 Ed 1	<i>Microbiology of food and animal feeding stuffs - Horizontal method for the enumeration of beta-glucuronidase-positive Escherichia coli - Part 2: Colony-count technique at 44 degrees C using 5-bromo-4-chloro-3-indolyl beta-D-glucuronide.</i> Specifies a horizontal method for the enumeration of beta-glucuronidase-positive Escherichia coli intended for human consumption or for the feeding of animals.
SANS 1883-2:2018 Ed 1	<i>Addresses Part 2: Addresses data exchange.</i> Provides a specification for address data exchange in South Africa in the form of a South African profile of ISO 19160-1 (published in South Africa as an identical adoption under the designation SANS 19160-1).
SANS 54511-4:2018 Ed 2	<i>Air conditioners, liquid chilling packages and heat pumps with electrically driven compressors for space heating and cooling - Part 4: Operating requirements, marking and instructions.</i> Specifies minimum operating requirements which ensure that air conditioners, heat pumps and liquid chilling packages using either air, water or brine as heat transfer media, with electrical driven compressors are fit for the use designated by the manufacturer when used for space heating and/or cooling.
SANS 1535:2018 Ed 3	<i>Steel tanks for the underground storage of hydrocarbons and oxygenated solvents.</i> Specifies characteristics and manufacture of, corrosion protected, steel storage tanks suitable for burial horizontally and intended for the storage of hydrocarbons and oxygenated solvents at pressures below 50 kPa.

SCHEDULE B.2: AMENDMENT/AMENDED STANDARDS

The following standards have been amended in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SANS 1438:2018 Ed 1.1	<i>Portable light assemblies for underground use in mines. Consolidated edition incorporating amendment No.1.</i> Amended to update referenced standards, the notes on overcharge test and the subclause on forced discharge test.
SANS 60079-11:2018 Ed 4	<i>Explosive atmospheres Part 11: Equipment protection by intrinsic safety "i". Consolidated edition incorporating interpretation sheet 2.</i> Included to clarify the interpretation of requirements for connections and accessories for IS apparatus when located in the non hazardous area.

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

SCHEDULE B.4: ESTABLISHMENT OR DISBANDMENT OF TECHNICAL COMMITTEES

In terms of section 4(2) (l) the South African Bureau of Standards has established/disbanded the following technical committees:

Technical Committee No.:	Title	Scope

If your organization is interested in participating in these committees, please send an e-mail to Dsscomments@sabs.co.za for more information.

SCHEDULE 5: ADDRESSES OF THE SOUTH AFRICAN BUREAU OF STANDARDS OFFICES

The addresses of offices of the South African Bureau of Standards where copies of the 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.

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DEPARTMENT OF TRANSPORT

NOTICE 255 OF 2018

**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) Airworx Aviation (Pty) Ltd; Airworx Aviation. (B) Waterside Lodge, Church Street, Piet Retief, 2380. (C) Class III; G1164D. (D) Type G5 & G8. (E) Category A3 & A4. **Changes to the Management Plan:** T. E. Meyer is appointed as the RP: Aircraft.

(A) Fortune Air (Pty) Ltd; Fortune Air. (B) Hangar #3, Gate 5, Lanseria International Airport, Lanseria. (C) Class II & III; N929D & G930D. (D) Type N1, N2, G2, G3, G8, G10, G15 & G16 (RPAS). (E) Category A1, A2, A3, A4, H1 & H2. **Changes to the Management Plan:** Jean Kichenbrand replaces Vino Eargambram as the Air Service Safety Officer.

(A) Silvercross Helicopter Marketing (Pty) Ltd; Silvercross Helicopters. (B) Hangar 2, Douglas Road, General Aviation Area, Cape Town International Airport. (C) Class II & III; N971D & G972D. (D) Type N1, N2, G2, G3, G4, G5, G10, G1 & G13. (E) Category H2. **Adding category H1 & adding type G8 & G15.**

(A) Valan International Cargo Charter SA (Pty) Ltd; Valan. (B) Hangar 3, Rand Airport Rd, Germiston. (C) Class I & II; S787D & N704D. (D) Type S2, N1 & N2. (E) Category A1. **Changes to the Management Plan:** Mr Valeriu Crudo replaces Mr Victor Dolya as the RP: Aircraft.

DEPARTMENT OF TRANSPORT

NOTICE 256 OF 2018

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 I

(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) Fly Ing Aviation CC; IMG Aviation. (B) 48 Washington Road, Claremont, Cape Town, 7708. (C) Class III. (D) Type G2, G3, G4, G5, G6, G7, G8, G10 G13, G14, G15 & G16 (RPAS 101, Offshore, Shore – Ship – Shore.) (E) Category H1 & H2. (F), (G) South Africa & Africa.

(A) Silvercross Helicopter Marketing (Pty) Ltd; Slivercross Helicopters. (B) Hangar 2, Douglas Road, General Aviation Area, Cape Town International Airport. (C) Class II & III. (D) Type N1, N4, G2, G3, G4, G5, G8, G10, G11, G13, G15 & G16 (Offshore). (E) Category H1 & H2. (G) Neighbouring States, Africa, UAE & other States off the Continent.

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) Fortune Air (Pty) Ltd; Fortune Air. (B) Hangar #3, Gate 5, Lanseria International Airport, Lanseria. (C) Class II & III; I/n197 & I/G198. (D) Type N1, N4, G2, G3, G8, G10 & G15. (E) Category A1, A2, A3, A4, H1 & H2. (F) Lanseria International Airport. **Changes to the Management Plan:** Jean Kichenbrand replaces Vino Eargambram as the Air Service Safety Officer.

(A) Valan International Cargo Charter SA (Pty) Ltd; Valan. (B) Hangar 3, Rand Airport Rd, Germiston. (C) Class I & II; I/S230 & I/N231. (D) Type S2, N1 & N4. (E) Category A1. **Changes to the Management Plan:** Mr Valeriu Crudo replaces Mr Victor Dolya as the RP: Aircraft.

DEPARTMENT OF TRANSPORT**NOTICE 257 OF 2018****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 I

(A) Full name and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of air service to which application applies. (E) Category of aircraft to which application applies.

(A) Bizz Africa Investments (Pty) Ltd. (B) 142 Springfields, Gibson Drive, Buccleuch, Gauteng, 2066. (C) Class III. (D) Type G2, G3, G4 & G16 (Inspection of power lines). (E) Category A4.

(A) Drone Pilot School (Pty) Ltd; Drone Pilot School. (B) Helicopter Charter & Training, Port Elizabeth Airport, General Aviation Section, Boeing Road, Port Elizabeth, 6065. (C) Class III. (D) Type G3, G4 & G16 (RPAS). (E) Category H1.

(A) Fly Ing Aviation; IMG Aviation. (B) 48 Washington Road, Claremont, Cape Town, 7708. (C) Class III. (D) Type G2, G3, G4, G5, G6, G7, G8, G10, G13, G14, G15 & G16 (RPAS). (E) Category H2.

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) Airwork Africa (Pty) Ltd. (B) Suite 4, Hangar 38, Wonderboom Airport, Pretoria. (C) Class II & III; N1162D & G1163D (D) Type N1, N2, G3, G7, G15 & G16 (Ship to shore). (E) Category H1 & H2. **Changes to the Management Plan:** Chantel van der Merwe is appointed as the Air Service Safety Officer.

(A) Loutzavia Charters (Pty) Ltd; Loutzavia Charters. (B) Main Terminal Building, IOffice 29, Ground Floor, Wonderboom Airport, 0017. (C) Class II; N856D. (D) Type N1 & N2. (E) Category A3 & A4. **Change to the Company Name:** From Loutzavia Charters (Pty) Ltd to Maverick Air Charters (Pty) Ltd & **changes to the Management Plan:** E. Beukes replaces M. Loutzis as the Chief Executive Officer & L. P. Meyer replaces H. J. Miles as the RP: Flight Operations.

(A) Mafoko Aviation Services (Pty) Ltd. (B) 1059 Pretorius Str, Hatfield, Pretoria, 0083. (C) Class II; N1220D. (D) Type N1 & N2. (E) Category H2. **Changes to the Management Plan:** Mr Lebo Taite Nare is appointed as the Chief Executive Officer.

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 61 OF 2018

**INVITATION TO COMMENT ON EXPOSURE DRAFT ISSUED BY THE ACCOUNTING STANDARDS BOARD****Issued: 18 MAY 2018**

The Accounting Standards Board (the Board) invites comment on the Exposure Draft issued by the International Public Sector Accounting Standards Board (IPSASB) on *Improvements to IPSAS 2018* (ED 163). Comment is due by **30 June 2018**.

Any input received on the proposals in ED 163 will be used in formulating comment letters to the IPSASB.

All those affected by, or who are interested in the Exposure Draft, are encouraged to provide a written response to the Board.

Responses to the Exposure Draft should be received by the comment deadline, as indicated above.

Copies of the document

The document is available electronically on the Board's website – <http://www.asb.co.za>, or can be obtained by contacting the Board's offices on 011 697 0660 (telephone), or 011 697 0666 (fax).

Comment can be emailed to info@asb.co.za or can be submitted in writing to:

Accounting Standards Board

PO Box 7001

Halfway House

1685

We look forward to receiving your responses.

BOARD NOTICE 62 OF 2018**AGRICULTURAL PRODUCE AGENT'S COUNCIL****RULES IN RESPECT OF EXPORT AGENTS**

It is hereby made known that –

- (a) the rules set out in the Schedule have been made under section 10(b) of the Agricultural Produce Agents Act, 1992, (Act No. 12 of 1992), ("the Act") read with section 22(2) and (3) of the said Act;
- (b) the rules shall come into effect on the date of publication hereof in the Gazette; and
- (c) the rules published by Government Notice No. R. 1821 of 1 October 1993, as amended by General Notice No. 58 of 1994 and as amended by Board Notice 80 of 2005, are hereby repealed on the said date of publication.

L. PRETORIUS

Registrar of Agricultural Produce Agents' Council.

SCHEDULE**Arrangement of Rules**

		Rule
Part I:	Definitions and Application of Rules	1-2
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PART I : DEFINITIONS AND APPLICATION OF RULES

- (1) In these rules, any word or expression to which a meaning has been assigned in the Act, unless the context otherwise indicates, shall have that meaning and the following words shall have the following meanings-

"auditor" has the meaning set out in the Auditing Profession Act, 2005 (Act 26 of 2005)

"bank" means a bank registered as such in terms of the Banks Act, 1990 (Act No. 94 of 1990), referred to in the Act as a "deposit taking institution";

"conflict of interest" includes any situation in which an export agent or an employee has an actual or potential interest that may, in rendering a service to a principal –

(a) influence the objective performance of his obligations to that principal; or

(b) prevent an export agent or employee from rendering an unbiased and fair service to that principal, or from acting in the best interests of that principal including, but not limited to-

(i) a financial interest;

(ii) an ownership interest;

(iii) any relationship with a third party;

provided however that the purchase of fresh produce by an export agent from his principal for his own consumption for an amount not exceeding R 500. 00 (five hundred Rand) per week, per person and at a market related price shall not be deemed to be a conflict of interest.

"country of import" means the country to which a principal's fresh produce is shipped;

"customer foreign currency account" is a transactional bank account denominated in currencies other than South African Rand currency and maintained by a bank in South Africa

"employee" means a person who is employed by an export agent and who conducts activities specifically relating to the export of fresh produce including, but

not limited to, employees engaged in procurement of fresh produce from producers or suppliers and who enter into negotiations or discussions with buyers and/or importers but excluding employees who attend to administration;

"financial interest" means a direct interest of a financial, monetary or economic nature, or to which a monetary value may be attributed, other than an immaterial financial interest;

"fresh produce" means any of the following products intended for export and any by-product derived from such product, where such product or by-product requires storage in refrigerators or is required to be transported under cold storage conditions; namely –

- (a) vegetables;
- (b) fruit;
- (c) flowers;
- (d) frozen fruit or vegetables;
- (e) culinary herbs;
- (f) ornamental plants;
- (g) pot plants,

and any other product which the council may, by notice in the Gazette, declare to be a perishable product;

"immaterial financial interest" means any financial interest with a determinable monetary value, the aggregate of which does not exceed R20 000 (twenty thousand Rand) in any calendar year from the same third party in that calendar year received by-

- (a) an export agent; or
- (b) an employee for his direct or indirect benefit;
- (c) an export agent, who for his benefit or that of some or all of his employees, aggregates the immaterial financial interest paid to his employees;

"interrelated", when used in respect of three or more persons, means persons who are related to one another in a linked series of relationships, such that two of

the persons are related in the manner contemplated in sub-rule (4), and one of them is related to the third in any such manner, and so forth in an unbroken series;

"juristic person" includes –

(a) a foreign company; and

(b) a trust, irrespective of whether or not it was established within or outside the Republic;

"market management" means the person or management body in whom the general management and control of a fresh produce market is seated;

"ownership interest" means-

(a) any equity or proprietary interest, owned by an export agent or an employee (as the case may be), other than equity or a proprietary interest held as an approved nominee on behalf of another person; and

(b) includes any dividend, profit share or similar benefit derived from that equity or ownership interest;

"PPECB" means the Perishable Products Export Control Board established in terms of the Perishable Products Export Control Act 9 of 1983;

"public regulation" means any national, provincial or local government legislation or subordinate legislation, or any license, permit, directive or similar authorisation issued by a regulatory authority or pursuant to any statutory authority;

"related" when used in respect of two persons, means persons who are connected to one another in any manner contemplated in sub-rule (5) below;

"shipped" or "ship" means the transportation of fresh produce by land, air or sea to a country or territory other than the Republic of South Africa;

"the Act": means the Agricultural Produce Agents Act, 1992 (Act No. 12 of 1992);

"third party" means any person, other than the principal concerned, who in terms of an agreement or arrangement with an export agent or an employee or a person related to an export agent or an employee, provides a financial interest to an export

agent or any of its employees or to any person related to an export agent or an employee, whether such financial interest relates to a specific transaction or to the occupation of the export agent in general;

"writing" includes communication by telefax or any appropriate electronic medium that is accurately and readily reducible to written or printed form; and **'written'** has a corresponding meaning.

- (2) When, in these Rules a particular number of "business days" is provided for between the happening of one event and another, the number of days must be calculated by-
 - (a) excluding the day on which the first such event occurs;
 - (b) including the day on or by which the second event is to occur; and
 - (c) excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in paragraphs (a) and (b), respectively.
- (3)
 - (a) These Rules must be construed -
 - (i) in conjunction with the provisions of the Act and in a manner conducive to the promotion and achievement of the objectives of the Act; and
 - (ii) as being in addition to any other law not inconsistent with these provisions and not as replacing any such law.
 - (b) In the case of any inconsistency or conflict between a provision of these Rules and a provision of any other law specifically regulating conduct pertaining to the rendering of services by export agents in respect of fresh produce, the provisions of that other law, unless inconsistent or in conflict with the Rules, shall prevail.
- (4) The provisions of these Rules apply, unless stated otherwise herein or otherwise by law, to all export agents and employees, irrespective of the nature of their remuneration.
- (5) For all purposes of these Rules-
 - (a) an individual is related to another individual if they –

- (i) are married, or live together in a relationship similar to a marriage; or
- (ii) are separated by no more than two degrees of natural or adopted consanguinity or affinity;
- (b) an individual is related to a juristic person if the individual directly or indirectly controls the juristic person, as determined in accordance with sub-rule (6); and
- (c) a juristic person is related to another juristic person if-
 - (i) either of them directly or indirectly controls the other, or the business of the other, as determined in accordance with sub-rule (6);
 - (ii) either is a subsidiary of the other; or
 - (iii) a person directly or indirectly controls each of them, or the business of each of them, as determined in accordance with sub-rule (6).
- (6) For the purpose of sub-rule (6), a person controls a juristic person, or its business, if -
 - (a) in the case of a juristic person that is a company-
 - (i) that juristic person is a subsidiary of the first person, as determined in accordance with section 3(1)(a) of the Companies Act, 2008; or
 - (ii) the first person together with any related or interrelated person, is-
 - (aa) directly or indirectly able to exercise or control the exercise of a majority of the voting rights associated with securities of that company, whether pursuant to a shareholder agreement or otherwise; or
 - (bb) has the right to appoint or elect, or control the appointment or election of, the directors of that company who control a majority of the votes at a meeting of the board of that company;
 - (b) in the case of a juristic person that is a close corporation, that first person owns the majority of the members' interests, or controls directly, or has the right to control, the majority of members' votes in the close corporation;

- (c) in the case of a juristic person that is a trust, that first person has the ability to control the majority of the votes of the trustees or to appoint the majority of the trustees, or to appoint or change the majority of the beneficiaries of the trust; or
 - (d) that first person has the ability to materially influence the policy of the juristic person in a manner comparable to a person who, in ordinary commercial practice, would be able to exercise an element of control referred to in paragraph (a), (b) or (c).
- (7) For all purposes of these Rules, the male gender shall include the female and neuter genders and vice versa.

2 APPLICATION OF RULES

- (1) An export agent shall not be entitled to sell the fresh produce of his principal in the Republic of South Africa unless he has complied with the provisions of section 16 of the Act, to the extent that they apply to the occupation of fresh produce agents.

PART II: CODE OF CONDUCT FOR EXPORT AGENTS AND EMPLOYEES

3 GENERAL DUTIES OF EXPORT AGENTS AND EMPLOYEES

- (1) Every export agent and every employee owes a fiduciary duty to his principal and must, therefore, at all times render his services-
- (a) honestly and in good faith;
 - (b) with due skill, care and diligence reasonably expected of a person-
 - (i) carrying out the same functions in relation to the principal as those carried out by that export agent or that employee, whichever is the case; and
 - (ii) having the general knowledge, skill and experience of that export agent or that employee, whichever is the case; and
 - (c) subject to the provisions of rule 3(8) below, in the best interests of his principal or principals.

- (2) Subject to the provisions of these rules, an export agent and an employee must at all times avoid a conflict of interest between his and/or his employer's personal interests and the interests of their principal, and this involves that he must-
 - (a) not make secret profits and he must account to his principal for profits;
 - (b) not misappropriate opportunities intended for his principal;
 - (c) not unreasonably compete with his principal;
 - (d) disclose financial interests and ownership interests;
 - (e) communicate to his principal at the earliest opportunity any relevant information that comes to his attention, unless he reasonably believes that such information is immaterial to the principal or is generally available to the public, or known to his principal.
- (3) that export agent and that employee must avoid and where this is not possible, mitigate and disclose in writing any conflict of interest between the export agent and his principal.
- (4) that export agent and that employee must, in writing, and within 10 (ten) business days after he has been employed or mandated by his principal or if he is already so employed or mandated, at the earliest reasonable opportunity-
 - (a) disclose to his principal the nature and extent of any conflict of interest in respect of that principal to be used for purposes of this rule until changed or withdrawn by further notice from that export agent or employee, including-
 - (i) the measures taken or to be taken, in accordance with the conflict of interest management policy of the export agent referred to in rule 5(2), to avoid or mitigate the conflict;
 - (ii) any financial interest, other than an immaterial financial interest, that the export agent and/or any of his employees may have or may become eligible for, including its general nature and any material information relating thereto;
 - (iii) the nature of any relationship or arrangement with a third party that gives rise to a conflict of interest, in sufficient detail to his principal to enable the principal to

understand the exact nature and extent of the relationship or arrangement and the nature and extent of the conflict of interest;

- (b) inform his principal of the conflict of interest management policy referred to in rule 5(2) and how it may be accessed.
- (5) When an export agent or an employee renders a service to his principal, the export agent and the employee involved must not directly or indirectly deal in any fresh produce of his principal for his own benefit, account or interest to the detriment of his principal.
- (6) A export agent shall maintain an impartial approach in practising his occupation, and for this purpose be free of any influence or relationship that, either directly or indirectly, could impair his judgement or independence.
- (7) A export agent shall maintain such integrity and objectivity in the practising of his occupation as is necessary to enable him to apply unbiased judgment and objective consideration in forming an opinion or arriving at decisions.
- (8) An export agent shall not unduly discriminate between principals.

4 FINANCIAL INTERESTS

- (1) An export agent or its employees may only receive or offer the following financial interest from or to a third party-
 - (a) any consideration, if the receipt or payment of that consideration has been specifically agreed to by a principal in writing following proper disclosure of that interest in the manner contemplated in rule 3 (4)(a)(iii) or, despite having been approved without proper disclosure of that interest, it has subsequently been ratified by the principal concerned in writing following proper disclosure of that interest; provided however that such approval may be withdrawn at the discretion of that principal on giving that export agent at least 40 (forty) business days' written notice of his intention to do so; provided further that notwithstanding anything to the contrary herein under no circumstances whatsoever shall an export agent or an employee be permitted, after having received the notice referred to above, to sell his principal's fresh produce to or, procure, for and on behalf of his principal,

services from a business or juristic person in which the export agent or employee or a person related to that export agent or that employee has a financial interest.

- (b) fees or remuneration for the rendering of a service to a third party, which fees or remuneration are reasonably commensurate to the service being rendered
 - (c) subject to any other law, an immaterial financial interest; and
 - (d) a financial interest, not referred to under sub-rules (a) to (c) above, for which a consideration, fair value or remuneration that is reasonably commensurate to the value of the financial interest, is paid, promised or given or offered by that export agent or employee at the time of receipt thereof.
- (2) A export agent may not give, and may not offer any financial interest to an employee of that export agent for giving, or promising or offering -
- (a) undue preference to the quantity of business secured for the export agent to the detriment of the quality of the service rendered to principals; or
 - (b) undue preference in whatever manner to a specific principal or to the fresh produce of a specific principal, to the detriment of another principal represented by that export agent.
- (3) When an export agent or an employee acquires a financial interest in any agreement or other matter in which his principal has a material interest, or knows that a related person has acquired a financial interest in that matter, after the agreement or other matter has been approved by the principal concerned, the export agent or employee, as the case may be, must promptly disclose to the principal concerned, the nature and extent of that interest, and the material circumstances relating to the export agent's or employee's or a related person's acquisition of that interest.

5 CONFLICT OF INTEREST MANAGEMENT POLICY

- (1) Every export agent, other than an employee, must adopt, maintain and implement a conflict of interest management policy that complies with the provisions of the rules, and a copy thereof must be made available to the Registrar once it has been adopted in terms of rule 5(3) below.

- (2) A conflict of interest management policy must-
 - (a) provide for the management of conflicts of interest;
 - (b) include mechanisms for the identification of conflicts of interest;
 - (c) include measures for the avoidance of conflicts of interest, and where avoidance is not possible, the reasons therefore and the measures for the mitigation of such conflicts of interest;
 - (d) include measures for the disclosure of conflicts of interest;
 - (e) include processes, procedures and internal controls to facilitate compliance with the policy; and
 - (f) describe consequences of non-compliance with the policy by the export agent's employees;
 - (g) include a list of all its related persons;
 - (h) include the names of any third parties in which the export agent holds an ownership interest or a financial interest;
 - (i) include the names of any third parties that hold an ownership interest or a financial interest in the export agent;
 - (j) include the nature and extent of the ownership interest referred to in sub-rules (h) and (i); and
 - (k) be drafted in an easily comprehensible form and manner.
- (3) A conflict of interest management policy must be adopted by the sole proprietor of an export agent, the board of directors of an export agent which is a company or, in the case where an export agent is not a company, the governing body of that export agent.
- (4) An export agent must ensure that its employees are aware of the contents of its conflict of interest management policy and provide for appropriate training and educational material in this regard.

- (5) An export agent must continuously monitor compliance with its conflict of interest management policy and annually conduct a review of the policy.
- (6) An export agent must inform his principals in writing that he has adopted a conflict of interest management policy and ensure that it is made available to his principals at their written request, and is also easily accessible for public inspection at all reasonable times.
- (7) An export agent or employee may not avoid, limit or circumvent or attempt to avoid, limit or circumvent compliance with this rule through an associate or an arrangement involving an associate.
- (8) The export agent must, on an annual basis and before 31 August of each year, provide the Registrar with a written report on the export agent's conflict of interest management policy, such report to deal with the matters referred to in rule 5(2)(f) to (j) and rule 5(6) above, and must include a statement confirming compliance with rule 5(5) above, and if any changes have been made to the conflict of interest management policy, such changes must be brought to the attention of the Registrar.
- (9) The report referred to in sub-rule (8) must report on at least the implementation, monitoring and compliance with, and the accessibility of the conflict of interest management policy.

6 OTHER DUTIES OF EXPORT AGENTS AND EMPLOYEES

- (1) When an export agent or an employee renders services to his principal-
 - (a) representations made and information provided to a principal by the export agent or the employee-
 - (i) must be factually correct;
 - (ii) must be provided in plain language, avoid uncertainty or confusion and not be misleading;
 - (iii) must be adequate and appropriate in the circumstances of the particular type of service, taking into account the level of knowledge of the principal;

- (iv) must be provided timeously so as to afford the principal reasonably sufficient time to make an informed decision;
 - (v) may, subject to the provisions of these rules, be provided orally and, at the principal's written request, confirmed in writing within a reasonable time after such request;
 - (vi) must, where provided in writing or by means of standard forms or format, be in a clear and readable print size, spacing and format;
 - (vii) must, as regards all amounts, sums, values, charges, fees, remuneration or monetary obligations mentioned or referred to therein and payable to a third party or to the export agent, be reflected in specific monetary terms: Provided that where any such amount, sum, value, charge, fee, remuneration or monetary obligation is not reasonably pre-determinable, its basis of calculation must be adequately described; and
 - (viii) need not be duplicated or repeated to the same principal unless material or significant changes affecting that principal occur, or the nature of the service renders it necessary, in which case a disclosure of the changes to the principal must be made without delay.
- (b) he must disclose to his principal whether the export agent holds guarantees or professional indemnity or fidelity insurance cover or not and if so, the nature and extent thereof;
- (c) he must disclose to his principal particulars of the countries where it is envisaged that marketing will take place;
- (d) he must disclose to his principal by way of a separate disclosure (and not merely disclosure of an all-inclusive fee or charge) of any charges and fees to be levied against the principal for any service rendered or to be rendered, including-
- (i) the amount, rate or basis of calculation and the frequency of payment thereof;
 - (ii) particulars of the identity of the recipient of such fees or charges, but only if so demanded by his principal in writing and then, within 20 (twenty) business days of that written demand; and
 - (iii) the services or other purpose for which each fee or charge is levied;

- (iv) the nature, extent and frequency of any incentive, remuneration, consideration, commission, fee, rebate or brokerages ('valuable consideration'), which will or may become payable to the export agent, or an employee or person related to the export agent or employee directly or indirectly, by any third party, or for which the export agent, employee or person related to the export agent or employee, may become eligible, as a result of rendering of the services, as well as the identity of the third party providing or offering the valuable consideration and the manner in which it will be applied;
 - (e) the services must be rendered in accordance with the contractual relationship and reasonable requests or instructions of the principal, which must be executed as soon as reasonably possible and with due regard to the interests of the principal which must be afforded appropriate priority over any interests of the export agent and the employee;
 - (f) all transactions of whatever nature concluded on behalf of his principal must be accurately and timeously accounted for; and
- (2) An export agent and an employee must-
- (a) in making contact arrangements, and in all communications and dealings with his principal, act honourably, professionally and with due regard to the convenience of his principal; and
 - (b) at the commencement of any contact, visit or call initiated by the export agent, explain the purpose thereof.
- (3) Notwithstanding the provisions of rule 6(1) above, the export agent shall within 10 (ten) business days of being mandated by his principal procure that he and his principal execute and sign a service level agreement setting out the terms and conditions governing their relationship or in the absence of such signed service level agreement the export agent must communicate in writing to his principal the terms and conditions governing their relationship which shall as a minimum include (but not be limited to) the following:
- (a) the identity of the export agent and each representative of the export agent if the export agent is a juristic person and the registration number (if any), physical

- address, postal address, telephone number, e-mail address, facsimile number, VAT registration number and export registration number of the export agent;
- (b) the identity of the principal and each representative of the principal if the principal is a juristic person and the registration number (if any), physical address, postal address, telephone number, e-mail address, facsimile number and VAT registration number of the principal;
 - (c) the duties, responsibilities and risk attributable to each party;
 - (d) the nature, manner and basis in which the price payable for fresh produce is to be calculated, and if the export agent and the principal agree on a minimum guaranteed price, this fact should be stipulated on a separate document which is to be signed by both parties and which document should as a minimum stipulate who bears the risk should the minimum guaranteed price not be achieved;
 - (e) the export agent's requirements pertaining to quality, size, variety, volumes and timing of fresh produce to be delivered to the export agent;
 - (f) the liability of the principal and/or export agent for damages and/or losses suffered by the principal;
 - (g) full particulars of the insurance (as contemplated in rule 10(3)) held by the export agent;
 - (h) full and comprehensive details of the payment terms; and
 - (i) the particulars referred to in rule 6(1)(c)(v) above.
- (4) An export agent must have appropriate procedures and systems in place to-
- (a) record such verbal and written communications and reports relating to a service rendered to a principal as are contemplated in the Act or in these Rules;
 - (b) store and retrieve such records and any other material documentation relating to the principal or services rendered to the principal; and
 - (c) keep such records, reports and documentation safe from destruction.

- (5) All such records must be kept for a period of five years after the rendering of the service concerned.
- (6) Export agents are not required to keep the records at their premises, but must ensure that they are available for inspection within 5 (five) business days of the Registrar's request.
- (7) Records may be kept in an appropriate electronic or recorded format, which are accessible and readily reducible to written or printed form.
- (8) An export agent and an employee may not disclose any confidential information acquired or obtained from a principal in regard to such principal, unless the prior written consent of the principal has been obtained or disclosure of the information is required in the public interest or under any law.
- (9) An export agent shall maintain his knowledge and skills at such a level that he is able to conduct his business in accordance with the applicable laws, regulations and rules as well as the technical and professional standards common to his occupation.
- (10) An export agent shall –
 - (a) ensure that his employees comply with the laws, regulations and rules applicable to his occupation, and for that purpose he shall-
 - (i) provide the necessary training to his employees;
 - (ii) adequately supervise his employees;
 - (iii) procure that each export agent and each employee shall attend all regulatory courses and pass all regulatory examinations or training set by or on behalf of the Council within the period determined by the Registrar, but in the case of an export agent, not later than 12 (twelve) months after the export agent has been issued with a registration certificate.
 - (b) bring to the attention of the Council and other responsible authorities any non-compliance or suspected non-compliance of applicable laws, regulations or rules by his employee or by any other export agent and shall furnish the Council with

copies of all documentation which could be used to support such alleged non-compliance or suspected non-compliance;

- (c) at all times whilst acting on behalf of his principal, act in a transparent manner.

7 INFORMATION ABOUT SERVICE PROVIDERS

- (1) An export agent must, on demand, whenever his principal or the Registrar so requests in writing, furnish the principal or the Registrar, as the case may be, in writing, with full particulars of the following information about all service providers contracted or utilised on behalf of or for the benefit of the principal during the previous 3 (three) years:

- (a) name, physical location, and postal, telephone and e-mail contact details of the service provider;

- (b) the nature and extent of his or a related person's contractual relationship with that service provider (if any), and whether the export agent has contractual relationships with other service providers;

- (c) where applicable, the fact that the export agent -

- (i) directly or indirectly holds more than 10% (ten percent) of the relevant service provider's shares, or has any equivalent substantial financial interest in the service provider;

- (ii) during the preceding 12 (twelve) month period received more than 30% (thirty percent) of his total income, including commission, from the service provider, and the export agent must convey any changes thereafter in regard to such information at the earliest opportunity to the principal and the Registrar.

- (2) An export agent must, where the relevant, terms of employment or mandate enables such export agent to provide principals with services in respect of a choice of service providers, exercise judgment objectively in the interest of the principal concerned.

- (3) An export agent may not, in dealing with a principal, compare different service providers and/or export agents, unless the differing characteristics of each are

made clear, and may not make inaccurate, unfair or unsubstantiated criticisms of any service provider and/or export agent.

8 INFORMATION ABOUT SERVICES RENDERED

- (1) Subject to the provisions of these rules, an export agent must, in addition to normal statements of account, at the written request of his principal, provide his principal with a copy of the latest report referred to in rule 40 (2) below.
- (2) No export agent may in the course of the rendering of a service request any principal to sign any written or printed form or document unless all essential details required to be inserted thereon by the principal or on behalf of the principal have already been inserted.

9 ACCESS TO INFORMATION

- (1) In the event of any other public regulation requiring a person acting as an export agent to keep and retain the information referred to in these Rules then such export agent shall be deemed to have complied with the provisions of these Rules if and to the extent that the said export agent complied with the said public regulation; provided that such other public regulation is in this regard not less onerous than these Rules.
- (2) The rights of access to information set out in these rules are in addition to, and not in substitution for, any rights a principal may have to access information in terms of –
 - (a) section 32 of the Constitution of the Republic of South Africa, 1996;
 - (b) the Promotion of Access to Information Act, 2000 (Act 2 of 2000); or
 - (c) any other public regulation.

10 RISK MANAGEMENT

Control measures

- (1) A export agent must at all times have, and effectively employ such resources, procedures and appropriate technological systems that can reasonably be expected to eliminate as far as reasonably possible, the risk that principals will

suffer financial loss or damage through theft, fraud, other dishonest acts, negligence or other culpable omissions.

Specific control objectives

- (2) A export agent, excluding an employee, must, without limiting the generality of sub-rule (1), structure his internal control procedures so as to provide reasonable assurance that-
 - (a) the relevant business can be carried on in an orderly and efficient manner;
 - (b) financial and other information used or provided by the export agent will be reliable;
 - (c) all funds will be properly and timeously accounted for; and
 - (d) all applicable laws and rules will be complied with.
- (3) An export agent must-
 - (a) display a certified copy of each registration certificate issued to him and to every employee in a prominent and durable manner within every business premises of the export agent;
 - (b) ensure that a reference to the fact that such a registration certificate is held by such export agent, is contained in all business documentation, advertisements and other promotional material;
 - (c) ensure that all registration certificates are at all times immediately or within a reasonable time available for production to any person requesting proof of registration under authority of a law or for the purpose of entering into a business relationship with the export agent.

Insurance

- (4) An export agent shall, to the extent reasonably required by his principal and at his principal's expense, maintain in force a suitable guarantee acceptable to his principal or professional indemnity or fidelity insurance cover, to cover his principal against -

- (a) the risk of losses or damages suffered due to theft committed by the export agent or his staff of any monies or fresh produce entrusted by or on behalf of his principals to him;
 - (b) the risk of losses or damages suffered due to dishonest conduct by an export agent or his staff insofar as such conduct relates to monies or fresh produce;
 - (c) loss or damage to fresh produce, in transport between the points of origin and final destination;
 - (d) loss, damage or injury caused wholly or partially as a consequence of any defect or hazard in the fresh produce or its packaging or as a consequence of supplying any unsafe fresh produce and arising from product liability to the extent possible and shall cause the principal to be named as a co-insured in any insurance cover taken out in terms of sub- rule (3)(a) above.
- (5) Full details of the guarantee or insurance cover obtained, must be provided in writing by the export agent upon written request by the principal or the Council and such details are to include a copy of the certificate of insurance or guarantee (as the case may be), and provided further that any change in such details shall forthwith be communicated by the export agent to his principal and to the Council.
- (6) In the event of a claim, the export agent shall process the claim fully and use all reasonable endeavours to succeed in such claim. The cost of any excess deductible from the claim value shall be for the principal's account.
- (7) The export agent may, on behalf of his principal, take out credit insurance in respect of all sales of the principal's fresh produce. Such insurance shall be sufficient to indemnify the principal for the full gross selling price of the fresh produce sold and delivered to the purchaser thereof, and shall render the insurer liable to indemnify the principal should the purchaser concerned fail to pay the principal within the period prescribed in rule 36(1) below, irrespective of the cause of such non-payment.

11 REMUNERATION

- (1) No export agent may claim remuneration in an amount or at a higher price, rate or scale than the agreed remuneration, unless the prior written approval of the principal has been obtained.
- (2) A export agent shall not –

- (a) overreach his principal in any manner whatsoever;
- (b) charge remuneration or recover costs or expenses at an amount, rate or scale which in the view of the Council is unreasonably high, having regard to all relevant circumstances.
- (c) present any remuneration as a cost or an expense which is not normally regarded as a cost or expense.

12 ACCEPTANCE OF GIFTS

No export agent or a member of his family shall otherwise than in accordance with generally accepted business practises accept any goods, service or hospitality that results or could result in a conflict of interest or an impairment of his independent judgement in the practising of his occupation.

13 FINANCIAL OBLIGATIONS

An export agent shall at all times ensure that financial obligations incurred by him will not impair or cause to impair his independence.

14 PUBLICITY AND ADVERTISEMENTS

- (1) An export agent may by means of publicity and advertisements bring his business and the nature of the services rendered by him to the notice of the public, provided –
 - (a) a due sense of responsibility towards the fresh produce industry and the public is displayed therein; and
 - (b) the contents and presentation thereof in the opinion of the Council, bear testimony of good taste, and
 - (c) the export agent concerned does not draw comparisons with or disparage the services of other export agents or markets.
- (2) An advertisement by any export agent must –
 - (a) not contain any statement, promise or forecast which is fraudulent, untrue or misleading;

- (b) if it contains-
- (i) performance data (including awards and rankings), include references to their source and date;
- (ii) illustrations, forecasts or hypothetical data-
- (aa) contain support in the form of clearly stated basic assumptions (including but not limited to any relevant assumptions in respect of performance, turnover, costs and charges) with a reasonable prospect of being met under current circumstances; and
- (bb) make it clear that they are not guaranteed and are provided for illustrative purposes only.
- (iii) information about past performances, also contain a warning that past performances are not necessarily indicative of future performances; and

15 CANVASSING AND TOUTING

An export agent may canvass for business on condition that he does not —

- (a) propagate any false or misleading or questionable information of any nature whatsoever;
- (b) interfere directly or indirectly with the sale, handling or inspection of fresh produce entrusted for sale to another export agent;
- (c) directly or indirectly influence purchasers not to buy certain fresh products, or fresh produce of a certain class, standard or type, or not to buy fresh produce from a certain export agent, or from a certain principal, unless he can show good cause therefore.

16 RELATIONS WITH OTHER EXPORT AGENTS, PRINCIPALS AND THE COUNCIL

- (1) The behaviour of an export agent towards other export agents, his principals and the Council shall be of such nature that it will foster co-operation and good relations.

- (2) An export agent shall not, express any malicious or unfounded criticism on the activities of another export agent.
- (3) No export agent shall receive, accept or handle any fresh produce dispatched to or intended for delivery to or sale by another export agent unless such other export agent does not have a representative to accept the delivery, and then only after all reasonable attempts have been made to notify the export agent concerned of that delivery.

PART III: COMPLAINTS

17 GENERAL

- (1) In rules 17-20 -

'complaint' means a specific complaint relating to a service rendered by an export agent or employee to the complainant or to the conduct of an export agent or employee and in which complaint it is alleged that the export agent or employee-

- (a) has contravened or failed to comply with a provision of the Act or of these rules irrespective of whether as a result thereof the complainant has suffered or is likely to suffer loss or damage;
- (b) has wilfully or negligently rendered a service to the complainant which has caused loss or damage to the complainant or which is likely to result in such loss or damage; or
- (c) has treated the complainant unfairly, unprofessionally or improperly;
- (d) has through any other act or omission conducted himself unprofessionally, improperly or disgracefully.

'internal complaint resolution system and procedures', in relation to an export agent and a person, means the system and procedures established and maintained by the export agent in accordance with these rules for the resolution of complaints by principals or other persons;

'resolution', or **'internal resolution'**, in relation to a complaint and an export agent, means the process of the resolving of a complaint through and in

accordance with the internal complaint resolution system and procedures of the export agent;

- (2) An export agent must-
- (a) request that any person who has a complaint against the export agent must lodge such complaint in writing;
 - (b) maintain a record of such complaints for a period of five years;
 - (c) handle complaints in a timely and fair manner;
 - (d) take steps to investigate and respond promptly to such complaints; and
 - (e) where such a complaint is not resolved to the complainant's satisfaction, advise the complainant that other steps are available in terms of the Act and these Rules.

18 BASIC PRINCIPLES OF SYSTEMS AND PROCEDURES

An export agent, excluding an employee must maintain an internal complaint resolution system and procedures based on the following:

- (a) maintenance of a comprehensive complaints policy outlining the export agent's commitment to, and system and procedures for, internal resolution of complaints;
- (b) transparency and visibility: ensuring that complainants have full knowledge of the procedures for resolution of their complaints;
- (c) accessibility of facilities: ensuring the existence of easy access to such procedures at any office or branch of the export agent open to clients, or through ancillary postal, fax, telephone or electronic helpdesk support; and
- (d) fairness: ensuring that a resolution of a complaint can during and by means of the resolution process be effected which is fair to both complainants and the export agent and its staff.

19 RESOLUTION OF COMPLAINTS

The internal complaint resolution system and procedures of the export agent must be designed to ensure the existence and maintenance of at least the following for purposes of effective and fair resolution of complaints:

- (a) availability of adequate manpower and other resources;
- (b) adequate training of all relevant staff, including imparting and ensuring full knowledge of the provisions of the Act, and the rules with regard to resolution of complaints;
- (c) ensure that responsibilities and mandates are delegated to facilitate complaints resolution of a routine nature;
- (d) ensure that there is provision for the escalation of non-routine serious complaints and the handling thereof by staff with adequate expertise;
- (e) internal follow-up procedures to ensure avoidance of occurrences giving rise to complaints, or to improve services and complaint systems and procedures where necessary.

20 SPECIFIC OBLIGATIONS

- (1) Subject to the other provisions of rules 17 to 20, the internal complaint resolution system and procedures of an export agent must contain arrangements which-
 - (a) must-
 - (i) reduce the details of the internal complaint resolution system and procedures of the export agent, including all subsequent updating or upgrading thereof, to writing;
 - (ii) provide that access to the procedures is at all times available to complainants at any relevant office or branch of the export agent, or by electronic medium, and that such availability is appropriately made known by public press or electronic announcements or separate business communications to existing principals;
 - (iv) include in the details envisaged in subparagraph (i), a reference to the duties of the export agent and the rights of a complainant set out in rules 17 to 20 above;

- (iv) include in such details a clear summary of the provisions of the Act, which will apply whenever the complainant, after dismissal of a complaint by the export agent, wishes to pursue further proceedings before the Council; and
- (v) include in such details the name, address and other contact particulars of the Registrar;
- (b) must stipulate that complaints must, if possible, be submitted in writing and must contain all relevant information, and that copies of all relevant documentation must be attached thereto;
- (c) must provide that the receipt of complaints is promptly acknowledged in writing to the complainant, with communication particulars of contact staff to be involved in the resolution of the complaint, and are properly internally recorded by the relevant staff for purposes of compliance with rule 21(3) below;
- (d) must make provision that after the receipt and recording of a particular complaint, the complaint will as soon as practically possible be forwarded to the relevant staff appointed to consider its resolution, and that-
 - (i) the complaint receives proper consideration;
 - (ii) appropriate management controls are available to exercise effective control and supervision of the consideration process;
 - (iii) the complainant is informed of the results of the consideration within six weeks of receipt of a complaint: Provided that if the outcome is not favourable to the complainant, full written reasons must be furnished to the complainant within six weeks of receipt of a complaint, and the complainant must be advised that the complaint may within six months be pursued with the Council those name, address and other contact particulars must simultaneously be provided to the complainant.
- (2) In any case where a complaint is resolved in favour of a complainant, the export agent must ensure that a full and appropriate level of redress is offered to the complainant without any delay.
- (3) An export agent must maintain records for a minimum period of five years regarding complaints are received together with an indication whether or not any such complaint has been resolved.

21 TERMINATION OF AGREEMENT OR BUSINESS

- (1) An export agent must –
- (a) subject to any contractual obligations, give immediate effect to a request of a principal who voluntarily seeks to terminate any agreement or mandate with the export agent;
- (b) where the principal makes the request on the advice of the export agent, the export agent must take reasonable steps to ensure that the principal fully understands all the implications of the termination;
- (2) An export agent, other than an employee, who ceases to operate as such, must immediately notify all affected principals accordingly and take, where reasonably necessary or appropriate in consultation with the principals, reasonable steps to ensure that any outstanding business is completed promptly or transferred to another export agent selected by the affected principals; and
- (3) Where an employee ceases to be employed by that export agent, such export agent must immediately take, where reasonably necessary or appropriate in consultation with the employee concerned, reasonable steps to notify all affected principals accordingly and ensure that outstanding business is completed or transferred to another employee of that export agent or such other export agent as selected by the principal concerned.

22 WAIVER OF RIGHTS

No export agent may request or induce in any manner a principal to waive any right or benefit conferred on the principal by or in terms of any provision of the Act or these rules, or recognise, accept or act on any such waiver by the principal, and any such waiver is null and void.

PART IV: REGISTRATION**23 APPLICATIONS FOR REGISTRATION CERTIFICATES**

- (1) An application for a registration certificate shall be made every 2 (two) years, not later than 20 (twenty) business days before each anniversary of the date of issue

of the registration certificate concerned on a form available from the Council for this purpose.

- (2) Such form shall –
 - (a) be completed in full in accordance with the directions indicated thereon, and shall be signed by the applicant or by a person duly authorised thereto, on behalf of the applicant;
 - (b) be accompanied by:
 - (i) the applicable application fee determined by the Council for this purpose, as well as the other applicable particulars and documents indicated thereon; and
 - (ii) a tax clearance certificate issued to the applicant by the South African Revenue Services which tax clearance certificate is not older than 3 (three) months since date of issue;
 - (c) be forwarded by post to the Council to, or be delivered to the Council at, the address indicated thereon; and
 - (d) authorise holders of personal data to furnish information regarding the applicant's credentials to the Council and/or its duly authorised verification agent.
- (3) In order to determine whether the applicant and the persons referred to in sub-rule 5(a) below are fit and proper persons, the application form submitted to the Council shall provide particulars of such persons and shall also deal with the matters referred to in sub-rules 5(a)(i) to (vii) and sub-rule 5(b) below.
- (4) A export agent must in the application to the Council, be candid and accurate and must of his own accord disclose all facts and information at his disposal or which may be accessible to him, and which may be relevant for purposes of a decision by the Council.
- (5) The Council must, on receipt of an application by an export agent for the issue of a registration certificate, consider the application on the basis of all information disclosed in the application, or otherwise obtained in terms of the Act or these rules, relating to the proposed issue of a registration certificate and of the following criteria and guidelines:

- (a) that the applicant and the persons who are in charge or in control of the applicant:
 - (i) are fit and proper persons;
 - (ii) have sufficient and appropriate knowledge of the provisions of the Act and the Rules, and particularly of all duties and obligations imposed on the applicant in terms of the Act and the Rules and of duties and obligations to be discharged by the applicant in the enforcement of any rights granted by the Act;
 - (iii) will, as regards the relevant business, have adequate resources available to ensure proper compliance monitoring, including as regards the activities of the employees of the export agent concerned;
 - (iv) will be able to function adequately independently or objectively;
 - (v) will be able and enabled to keep a written record of all activities undertaken in the course of the business including, but not limited to accounting records and relevant financial transactions;
 - (vi) will be able to function in a manner ensuring that no actual or potential conflicts of interest arise either internally or externally;
 - (vii) will be able to liaise directly with the Registrar; and
- (b) the number of regulatory courses or training attended and regulatory examinations or training passed by the persons referred to in sub-rule (5)(a).
- (6) In the exercise of its approval function, the Council is vested with a discretion and may grant an approval temporarily, provisionally, conditionally or unconditionally and in a particular case notwithstanding that the Council is not satisfied that any particular criterion or guideline is fully met in any such case; provided that the Council shall not grant an approval where non-compliance with rule 23(5)(a), (b), (e) or (f) is found.

24 PAYMENTS FOR REGISTRATION CERTIFICATES

- (1) The Council shall not issue a registration certificate to an export agent, unless the amount referred to in sub-rule (2) and determined in terms of sub-rule (3) has been paid in full to the Council.

- (2) The amount required from an export agent by the Council in terms of sub-rule (1) above shall be determined by the Council on an annual basis and shall be paid to the Council simultaneously with the application referred to in rule 2(1) above.
- (3) The amount to be paid to the Council by an export agent for the issue of a registration certificate shall be determined by the Council annually.

25 MAINTENANCE OF REGISTRATION CERTIFICATES

- (1) The Council shall annually not later than 30 April in writing notify each export agent and each employee who is the holder of a registration certificate, of the amount determined in terms of section 16(9)(a) of the Act, that is payable for the maintenance of such certificate, which payment is to be made not later than the date determined by the Council.
- (2) Such payment, together with any interest accrued in terms of sub-rule (3) (if applicable), shall reach the Council on or before 30 June first following the date of the relevant notice referred to in sub-rule (1).
- (3) The total outstanding amount owing from time to time in terms of sub-rule (1) shall bear interest at the mora interest rate determined from time to time in terms of the Prescribed Rate of Interest Act, 55 of 1975.

26 SUSPENSION

- (1) The Council may suspend an export agent from conducting his business as export agent if-
 - (a) that export agent has failed to make the payment referred to in rule 26 (2) above; or
 - (b) on written demand by the Registrar, has failed to-
 - (i) comply with rule 40(2) below and give satisfactory reasons for the failure to furnish the required report; or
 - (ii) show satisfactory cause for the export agent to continue conducting his business as such.

- (2) If the Council orders a suspension as contemplated in sub-rule (1), any interested person may apply in the prescribed manner and form to the Council, to cancel the suspension of the export agent; provided however that if such request is made by or on behalf of the export agent concerned, the Council shall cancel the suspension of the export agent, only after the export agent has complied with his outstanding obligations in terms of rule 25 (2) and rule 40 (2) below (as the case may be).

PART V: RECEIPT AND SALE OF FRESH PRODUCE

27 REGISTER OF FRESH PRODUCE RECEIVED

- (1) Each export agent shall keep a register at his business address in which he shall on a continuous basis record all those particulars which are relevant in respect of each consignment of fresh produce received by him such as:
- (a) the date of receipt of the consignment.
 - (b) the name and address of the principal and trading name from whom it was received.
 - (c) the number of any delivery note which accompanied it.
 - (d) the commodity and class and size or count and pack type of fresh product received.
 - (e) The quantity of crates or other containers or bins received.
 - (f) full particulars of the mode of transport
 - (g) the container number.
 - (h) the temperature recorder number.
 - (i) the actual date of departure.
 - (j) target market or Country of Import

- (2) The particulars referred to in sub-rule (1) and which are already available or could reasonably have been available if the export agent made the necessary enquiries to the extent that would have provided him with such particulars shall –
 - (a) be recorded in such register in chronological order of receipt of the consignments concerned; and
 - (b) be thus recorded not later than 48 (forty-eight) hours following the day of receipt of the consignment concerned.
- (3) If an export agent uses more than one register simultaneously, he shall notify the Council in writing of the number of registers that are in use.
- (4) Records kept in terms of this rule may be kept in the electronic format approved of by the Council.
- (5) Records kept in terms of this rule may be inspected by the Council or a person appointed by it upon reasonable notice to the Export Agent.

28 TIME FRAMES FOR SHIPPING

- (1) The time period between packing and shipping of the fresh produce shall be as demanded by the nature of the fresh produce concerned but shall not exceed the periods prescribed by the PPECB.
- (2) An export agent shall at all times comply with the rules and regulations laid down by the PPECB made in terms of sub-rule (1).

29 DEAD FREIGHT AND PENALTIES FOR NON-DELIVERY AGAINST BOOKINGS

- (1) The export agent shall utilise the most recent crop estimate provided by the principal and which is on record not more than three 3 (three) weeks prior to the date of shipping for the purposes of making freight bookings, unless otherwise agreed in writing between the export agent and his principal.
- (2) If the volume delivered by the principal is different from the volume used for the freight bookings as calculated, then the export agent shall use its best endeavours to minimise any penalties and/or dead freight costs.

- (3) If penalties and/or dead freight costs are incurred the principal shall be responsible for any such demurrage and/or dead freight costs, unless otherwise agreed in writing between the principal concerned and the export agent.
- (4) Notwithstanding the aforementioned provisions, the export agent shall use his commercial best endeavours to contract with the carrier of the fresh produce (as agent for the principal) or such other entity responsible for shipping the fresh produce ("the carrier") as to oblige the carrier to assume responsibility for demurrage and/or dead freight costs arising from instances related to force majeure. In such event the principal shall not be responsible for such costs.

30 MARKING OF PACKED FRESH PRODUCE

- (1) If the cartons or other packaging in a consignment of packed fresh produce have not been appropriately marked by a principal, the export agent to whom it has been entrusted for sale shall indicate the production unit code of such principal and the name and address of the export agent and the prescribed specifications of the relevant fresh produce concerned on each carton or other packaging or on a label affixed thereto before presenting it for sale.
- (2) Expenses attached to an action in terms of sub-rule (1) by an export agent shall be deemed to be expenses incurred by him in connection with the sale of that packed fresh produce, and shall be recoverable from the principal concerned.
- (3) An export agent shall ensure that the cartons or other packing materials concerned remain thus marked until they are delivered to the importer or the purchaser (as the case may be).

31 REPORTS ON UNSOLD FRESH PRODUCE

- (1) In the event of a problem which materially affects the value of the fresh produce being detected by or communicated to the export agent, he shall forthwith:
 - (i) furnish the principal with a preliminary report in respect of any damage or deterioration which could materially affect the market value of the fresh produce concerned;
 - (ii) ensure temperature logs are downloaded and forwarded immediately by the receiver of the fresh produce concerned to the export agent;

- (iii) assess whether any damage to or deterioration of the fresh produce reflects anything other than damage or deterioration of an inherent nature to the fresh produce including
 - (a) temperature deviations;
 - (b) shipping delays of more than three days;
 - (c) controlled atmosphere malfunctions; or
 - (d) sterri failure
- (iv) inform the applicable insurer of the situation and, if necessary, call for an independent survey of the cargo.
- (v) keep his principal fully informed in writing in respect of all matters relating to the potential claim and the disposal of the consignment.

32 REPORTING TO PRINCIPALS

The export agent shall on commencement of shipping of the fresh produce intended for export and thereafter whenever a material change takes place regarding the price and/or condition of the fresh produce concerned, communicate in writing the price and condition of the fresh produce concerned to his principal and shall, in doing so, provide his principal with the following particulars -

- (a) the amount and nature of each deduction in respect of expenses incurred in connection with the sale and delivery of the fresh produce concerned or in respect of any other service rendered by the export agent to the principal at the written request of the principal;
- (b) the amount, rate or scale at which remuneration was claimed, and the amount of such remuneration; and
- (c) particulars of fresh produce that have in terms of some or other law been found to be unsuitable to be presented for sale or have for another reason been withdrawn from sale.

33 MISCELLANEOUS DUTIES OF EXPORT AGENTS

An export agent shall pro-actively manage and track the transportation and sale of the fresh produce, and shall use his commercial best endeavours to procure

that the fresh produce entrusted to him shall not become unsuitable to be presented for sale.

34 PAYMENTS FOR SALES

- (1) A purchaser who purchased fresh produce from an export agent shall be entitled to make payment to an export agent in respect of fresh produce sold by him by way of a telegraphic transfer, a letter of credit, a crossed cheque or an electronic funds transfer for the credit of the bank account of the export agent concerned.
- (2) An export agent who also trades on a fresh produce market where market management requires that payment in respect of fresh produce sold on such fresh produce market shall be made to market management shall not be allowed to accept payment in cash or in any other form for fresh produce sold by him.
- (3) Payment made by an export agent to his principal for fresh produce sold by him on behalf of his principal shall be made by way of a telegraphic transfer or an electronic funds transfer to the credit of his principal's bank account or by way of a crossed cheque drawn on his bank account in favour of his principal.

35 PAYMENT OF COSTS

- (1) The export agent shall effect payment to any person incurring necessary costs ("the service provider") of all costs incurred by them on behalf of the principal, except where specified differently in writing or as in terms of the service level agreement concluded between the export agent and the principal concerned.
- (2) All costs and disbursements incurred in respect of the fresh produce prior to its acceptance by the export agent at the point of intake, including but not limited to those in respect of the transport of the fresh produce to the point of intake, PPECB inspections and cold storage, shall be for the account of the principal, unless otherwise agreed in writing between the principal concerned and the export agent.
- (3) All direct costs and disbursements attributed to the shipping of the fresh produce shall be for the account of the principal, unless otherwise agreed in writing between the principal concerned and the export agent.

36 PAYMENTS AND ACCOUNTING TO PRINCIPALS

- (1) An export shall make payment to his principal in the manner provided in rule 34(3) above as follows-
- (a) if payment is received by the export agent earlier than 10 (ten) weeks after shipping, then payment to the principal shall be made not later than 10 (ten) weeks from shipping of the fresh produce unless his principal agrees in writing that payment may be extended to a later date, which extension however, may not be for a period longer than the last business day of the week in which the said ten week period lapsed; or
- (b) if payment is received by the export agent more than 10 (ten) weeks after shipping, payment to the principal shall be made within 7 (seven) days after such payment was received.
- (2) The amount of such electronic transfer or of such cheque shall correspond with the amount due indicated on the relevant statement issued to the principal concerned in terms of rule 36(7), provided that the amounts due as indicated on two or more such statements may be combined for the purpose of payment with a single cheque or a single electronic transfer, in which case the export agent concerned shall also issue a summarised statement to his principal on which the following particulars are indicated -
- (a) the serial numbers of each of the statements referred to in rule 36(7) as well as the net amount due in terms of each such statement;
- (b) the total net amount owing; and
- (c) the number of the cheque or reference of the electronic transfer concerned.
- (3) The date of issue indicated on such cheque or such electronic transfer shall not be later than the date on which it has to be forwarded or transferred (as the case may be) to the principal concerned in terms of sub- rule (1).
- (4) An export agent who sells his principal's fresh produce locally, shall not be entitled without the prior written approval of his principal, who approved such credit either for a specific buyer, or generally for a category of potential buyers and the specific

buyer falls within that category to sell his principal's fresh produce on the credit of his principal; provided however that such credit shall not be granted for a period longer than 30 (thirty) business days after date of the sales transaction concerned and provided further that the export agent shall:

- (a) comply with the provisions of rule 36(6) below; and
 - (b) make payment in full to his principal, without any right of set-off, on the first business day following the expiry of the 30 (thirty) business day period referred to in rule 36(4), unless his principal agrees, in writing, that payment may be extended to a date not later than the last business day of that month. Payment shall be made with full written particulars of the amount received, the identity of the buyer who made payment, the sales transaction to which such payment relates and the amount remaining outstanding after such payment has been made.
- (5) An employee shall not be entitled to sell the principal's fresh produce on credit without the prior written consent of his employer.
- (6) Where an export agent with the prior written consent of his principal and on his principal's behalf and at the risk of the principal grants credit to a buyer, the export agent must at the written request of his principal furnish the principal with full particulars of the following information and, where such information is provided orally, must confirm such information within 5 (five) business days in writing:
- (a) full business and trade names, registration number (if any), postal and physical addresses, telephone and, where applicable, cellular phone number, and internet and e-mail addresses, in respect of that buyer, as well as the names and contact details of appropriate contact persons or offices;
 - (b) a copy of a document which records the amount for which, the terms and conditions on which, and the period (not to exceed the period referred to in rule 36 (4) below) for which credit was granted;
 - (c) concise details of the legal and contractual status of the buyer, and whether the export agent holds guarantees or any other form of security for the outstanding debt or not, to be provided in a manner which can reasonably be expected to make it clear to the principal which person or entity accepts responsibility for the payment

of the outstanding debt and the extent to which the principal will have to accept such responsibility.

- (7) An export agent shall simultaneously with the payment referred to in sub-rule (1), issue a statement to his principal on which the following particulars are indicated:
- (a) a serial number;
 - (b) the name of the export agent concerned;
 - (c) the name and address of the principal concerned;
 - (d) the date or dates of sale of the fresh produce concerned;
 - (e) the number of the delivery note (if any) that accompanied the consignment;
 - (f) the kind and class or grade (if applicable) of fresh produce received, the quantity thereof that has been sold and the selling price and gross amount realised;
 - (g) the amount and nature of each deduction in respect of expenses incurred in connection with the sale and export of the fresh produce concerned or in respect of any other service rendered by the export agent to the principal at the written request of the principal;
 - (h) the amount, rate or scale at which remuneration was claimed and the amount of such remuneration;
 - (i) particulars of fresh produce that have, in terms of some or other law, been found to be unsuitable to be presented for sale or have for another reason been withdrawn for sale;
 - (j) in the event of a sale of fresh produce having taken place locally on credit (whether the credit has been granted by the export agent or by himself on behalf of his principal), particulars of the nature and extent of the credit that has been granted and particulars of the purchase of such fresh produce as required by sub-rule (6) above.
- (8) When an export agent indicates particulars referred to in sub-rule (7) (i) on a statement he shall, when requested thereto by his principal or by the Council, provide a copy of the order by the appropriate authority that the fresh produce

concerned has, in terms of some or other law, been found to be unsuitable to be presented for sale.

37 RIGHTS OF PRINCIPAL

- (1) The principal shall, at its own cost:
 - (a) be entitled to inspect any fresh produce which is alleged to be damaged or defective;
 - (b) advise the export agent in writing of its intention to inspect the fresh produce within 24 (twenty-four) hours of receipt of the report; and
 - (d) be entitled to make written submissions to the export agent with regard to the cause of such defect and/or damage.

PART VI: CONTROL AND ADMINISTRATION OF ACCOUNTS

38 ADDRESSES AT WHICH ACCOUNTING RECORDS ARE KEPT

- (1) The export agent shall keep full and correct accounting records relating to all monies received, kept or expended by him on behalf of his principals, all his assets and liabilities, all of his financial transactions, and all fresh produce received, kept, sold and lawfully destroyed, and such accounting records shall be kept at the business address of the export agent as entered in the records of the Council.
- (2) Notwithstanding the provisions of sub-rule (1), the Council may at the request of an export agent grant written approval that such records may be kept at another address specified in the approval concerned.

39 ACCOUNTING RECORDS

- (1) Such accounting records shall represent fully and accurately in accordance with the financial reporting standards applicable to the business of the export agent, the state of affairs and business of the export agent and explain the transactions completed on behalf of his principals.
- (2) The accounting records shall distinguish in readily discernible form between the export agent's own transactions and transactions concluded on behalf of his principals.

- (3) An export agent shall make and keep proper back-ups of his accounting records which shall be kept off site in a locked and fireproof safe and he shall ensure that his auditors shall annually in the report referred to in rule 40 (2) below certify that the export agent complied with his duties in this regard.

40 AUDITING OF ACCOUNTS

- (1) An export agent shall cause his accounting records to be audited at his expense by an auditor within 4 (four) months after the date of his financial year end, which date shall not be changed by him without the prior written approval of the Registrar.
- (2) An export agent shall cause the auditor referred to in sub-rule (1), immediately after having completed and audit contemplated in that sub-rule, to submit to the Council a report in the form determined by the Council regarding his findings, and a copy thereof to the export agent concerned. Such report shall be accompanied by the audited financial statements of the export agent concerned.
- (3) If an export agent fails or is, in the opinion of the Registrar unlikely to comply with the provisions of sub-rules (1) and/or (2), the Registrar may designate an auditor to comply with those provisions on behalf of and at the expense of the export agent concerned.

41 BANK ACCOUNTS

- (1) The export agent shall, forthwith, after having opened a cheque bank account with a commercial bank, provide the Council with full particulars of that bank account.
- (2) When an export agent opens such cheque bank account, he shall provide the bank concerned with a notice in the form set out in Annexure A.
- (3) A export agent shall within 5 (five) business days after a bank account has been opened, provide the Council with a copy of such form on which the bank concerned has recorded the applicable particulars and acknowledged receipt thereof.

42 CUSTOMER FOREIGN CURRENCY ACCOUNT

- (1) The export agent shall also open and maintain a customer foreign currency account for all income received in foreign currency.

- (2) The export agent shall, within 5 (five) business days after a foreign currency bank account has been opened, provide the Council with a copy of such form on which the relevant bank has recorded the applicable particulars and acknowledge receipt thereof.

43 SAVINGS ACCOUNTS

- (1) The provisions of rule 40(2) and (3) shall, with the necessary changes apply when a separate savings or other interest-bearing account is opened by an export agent to invest money paid into his bank account; provided that the amount in such savings or other interest-bearing account shall be available for use in the cheque account of the export agent concerned.

44 CHANGES IN CONNECTION WITH BANK ACCOUNTS

Any change in connection with a bank account referred to in rules 41, 42 or 43 shall be brought to the attention of the bank concerned and be reported to the Council in writing within 5 (five) business days after such change has been effected.

45 DEPOSITS IN BANK ACCOUNTS

The proceeds of the sale of fresh produce shall, forthwith on receipt thereof, be deposited the bank account of the export agent.

46 WITHDRAWALS AND TRANSFERS FROM BANK ACCOUNTS

- (1) Subject to the provisions of sub-rule (2), a payment or withdrawal from a bank account shall –
- (a) not be made otherwise than by means of a telegraphic transfer, an electronic transfer of funds or the issuing of a crossed cheque, which cheque shall be countersigned by at least two signatories and which electronic transfer of funds shall be authorised by at least two persons authorised thereto by the export agent concerned; and
- (b) in the case of a savings or other interest-bearing account referred to in rule 43(1), not be made otherwise than by means of an in-house transfer to the cheque or other bank account of the export agent concerned.

- (2) No export agent shall withdraw any amount from his account in respect of his remuneration as an export agent or for other expenses incurred by him in connection with the sale of fresh produce unless:
 - (a) in the case of his remuneration, the proceeds of the sale of the fresh produce concerned have already been deposited in such account;
 - (b) in the case of other expenses, they have already been incurred by him; and
 - (c) he is in possession of documentary proof to substantiate such withdrawal.
 - (d) the remuneration or expense has been correctly debited in his accounting records.
- (3) When making a transfer from any banking account to another banking account, an export agent shall ensure that the amount transferred is identifiable with and does not exceed the amount due to it.
- (4) Any cheque drawn on the banking account of an export agent shall be made payable to or to the order of a payee specifically designated, and shall be crossed.

PART VII: MISCELLANEOUS PROVISIONS

47 CERTAIN CONVICTIONS TO BE REPORTED TO COUNCIL

- (1) Whenever an export agent or any of his employees are convicted of an offence involving an element of dishonesty, such export agent shall within 5 (five) business days after the date of sentencing, notify the Council by registered post or e-mail of the date of conviction, the nature of the offence, the sentence imposed, and by which court.
- (2) Whenever an employee leaves the employment of the export agent who employed him, such export agent and such employee shall within 5 (five) business days after the date of termination of employment, notify the Council by registered post of the date of termination of employment and the reasons for the termination of his employment.

48 PAYMENT OF UNCLAIMED MONEYS TO COUNCIL

- (1) If the amount to be paid by an export agent to his principal has not been claimed by the principal within 150 (one hundred and fifty) business days after the sale,

that export agent shall pay the amount from his bank account to the Council and furnish the Council with the particulars required in the rules in connection therewith.

- (2) A payment of unclaimed moneys to the Council in terms of section 20 (2)(a) of the Act shall be accompanied by a copy of the relevant statement referred to in rule 41 above.
- (3) Payments referred to in sub-rule (1) shall annually be made to the Council during March and September to reach the Council not later than the last business day of each of the said months.

49 PAYMENT OF MONEYS

Any amount payable to the Council in terms of the Act or these rules shall be paid by crossed cheque, electronic funds transfer, postal order or money order made out in favour of or for the credit of the Agricultural Produce Agents Council.

50 ADDRESS OF COUNCIL

The address of the Council shall –

- (a) for the purposes of documents forwarded by post, be Suite Number 69, Private Bag X 9, East Rand, 1462;
- (b) for the purposes of documents delivered by hand, be Benvista Office Park, Unit 5, Edgar Road, Jansen Park (Boksburg);
- (c) for purposes of notices and other communication: admin@apacouncil.co.za.

51 TITLE OF RULE

These rules shall be called the Rules in respect of Export agents, 2017.

ANNEXURE A**NOTICE WITH REGARD TO A CHEQUE BANK ACCOUNT**

Name of export agency: _____

Address: _____

You are hereby advised that the account being opened with your bank in the name of the abovementioned agency is a cheque bank account as defined in Rule 41 of the Rules in Respect of Export Agents.

Signature of Agent_____
Date**TO BE COMPLETED BY THE BANK**

Name of bank: _____

Branch name and code: _____

Address: _____

This serves to confirm that the above communication has been noted and that we will act accordingly.

Particulars of the account that has been opened are as follows:

Type of account: _____

Account number: _____

Signature of bank official_____
Date

Official bank stamp

BOARD NOTICE 63 OF 2018

NOTICE: The Minister for Human Settlements, Honorable Minister Nomaindiya Mfeketo re-appointed seven (07) non-executive members to serve on the Council of Social Housing Regulatory Authority (SHRA) for another period not exceeding three (03) years, effective from 18 March 2018 to 17 March 2021. These re-appointments are regulated by section 4(2) of the Social Housing Act, 2008 (Act No.16 of 2008).

Below is a list of re-appointed non-executive members to serve on the Council of SHRA, namely:

1. Mr Z Ngcakani (**Chairperson**);
2. Mr I Kotsoane;
3. Ms K Kwinana;
4. Advocate M Mdludlu;
5. Mr P Ximiya;
6. Mr S Ganda; and
7. Mr I Higgins.

BOARD NOTICE 64 OF 2018**NOMINATION OF MEMBERS TO SERVE ON THE COUNCIL OF THE
NATIONAL HOME BUILDERS REGISTRATION COUNCIL**

Honourable Minister Nomaindiya Mfeketo, the Executive Authority for Human Settlements invites the public to nominate candidates to serve as Non-Executive Members on the Council of the National Home Builders Registration Council (NHBRC).

In terms of section 4(1) & (2) of the Housing Consumers Protection Measures Act, 1998 (Act 95 of 1998), the council of NHBRC shall consists of at least seven (7) and not more than fifteen (15) members, including a chairperson and deputy chairperson, appointed by the Minister for the period determined by the Minister, but not exceeding three (3) years at time. The Minister shall ensure that the Council consists of persons:

- (a) who are representative of the interests of housing consumers;
- (b) who are broadly representative of the interests of home builders, the suppliers of housing goods and services and associated professions;
- (c) having skills and experience regarding—
 - (i) structural defects in homes and the prevention thereof (Practicing Engineers); and
 - (j) the managements of funds (Chartered Accountants or persons with financial background); and
- (d) who are representative of the interests of the national government departments responsible for housing, trade and industry, finance and public works, which shall as far as possible reflect broadly the race, gender and geographic composition of South Africa.

The following attributes, when viewed collectively, will serve as an advantage for the nominated candidates:

- Commitment to development and the principles of good corporate governance;
- Visionaries, who are able to formulate and implement strategy, define policies and priorities consistent with the housing delivery responsibility of the government;
- Theoretical and/or practical knowledge in housing policy development,

DISQUALIFICATION

No person shall be appointed as a member of the Council if he/she-

- a) Is an unrehabilitated insolvent;
- b) Has failed or is unable to comply in full with a judgment or order, including an order of costs, given against him or her by a court of law in civil proceedings;
- c) Has been convicted of an offence involving an element of dishonesty;
- d) Is not a South African citizen permanently resident in the Republic;
- e) Has been, or is, removed from an office of trust on account of misconduct in respect of fraud or the misappropriation of money;
- f) Is otherwise disqualified from serving as a member of a Board in terms of the Companies Act, 2008 (Act No. 71 of 2008); or
- g) Has or acquires an interest in a business or enterprise, which may conflict or interfere with the proper performance of the duties of a member of the Council.

NOMINATION PARTICULARS

Nominations should be submitted in writing and must have the following details:

1. Full name and address of the persons or organisation nominating the candidate;
2. A curriculum vitae of the candidate which must include:-
 - Candidate's full names, ID number and gender;
 - Contact address, telephone, fax and email address;
 - Certified copies of all qualifications; and
 - At least two names and contact details of references.

3. A signed letter of acceptance of the nomination from the candidate;

Strict compliance with the nomination requirements is essential.

Nominations must be posted to Mr Mbulelo Tshangana, the Director-General, Department of Human Settlements, Private Bag X644, Pretoria, 0001 or hand delivered to Govan Mbeki House, 240 Justice Mahomed Street, Sunnyside, Pretoria, on or before 8 June 2018. Enquiries may be directed to Ms Tsepiso Moloi at 012 421 1472.

N.B No emailed or faxed nominations will be considered. Correspondence will be limited to the successful candidates.

BOARD NOTICE 65 OF 2018

NOTICE OF APPLICATION FOR DEFINING OF PRODUCTION AREA PAARDEBERG-SOUTH

(In terms of Section 6 of the Wine of Origin Scheme published by Government Notice No. R.1434 of 29 June 1990)

Please note that The Sadie Family Wines (Pty) Ltd applied to the Board, on behalf of producers in the vicinity of Paardeberg mountain, for the demarcation of the production area Paardeberg-South (ward) to produce Wine of Origin.

This ward is situated north-west of the production area Voor-Paardeberg (ward) and west of Paardeberg (ward). Paardeberg-South is defined on farm boundaries.

The proposed boundaries can be viewed at www.sawis.co.za under "Certification – News and Information – Notice of application for defining of production area" or contact Jackie Cupido at 021 807 5704.

Anyone having any objection against this application is hereby notified to lodge their objections, with motivations, in writing with the Secretary, Wine and Spirit Board, P O Box 2176, Dennesig, Stellenbosch, 7599 within 30 (thirty) days of publication of this notice.

RAADSKENNISGEWING 65 VAN 2018**KENNISGEWING VAN AANSOEK VIR DIE OMSKRYWING VAN
PRODUKSIEGEBIED PAARDEBERG-SUID**

(Ingevolge Artikel 6 van die Wyn van Oorsprong-skema gepubliseer by Goewermentskennisgewing No. R.1434 van 29 Junie 1990)

Neem kennis dat The Sadie Family Wines (Pty) Ltd namens produsente in die Paardeberg omgewing by die Raad aansoek gedoen het vir die afbakening van Paardeberg-Suid as produksiegebied (wyk) om wyn van oorsprong te produseer.

Paardeberg-Suid is geleë noordwes van die produksiegebied Voor-Paardeberg en wes van die produksiegebied Paardeberg. Paardeberg-Suid is omskryf op plaasgrense.

Die voorgestelde omskrywing is ter insae by www.sawis.co.za onder “Sertifisering – Nuus en inligting – Kennisgewing van aansoek vir die omskrywing van produksiegebied” of kontak Jackie Cupido by 021-807 5704.

Enigeen wat beswaar het teen die aansoek, moet sy/haar beswaar, met opgaaf van redes, skriftelik indien by die Sekretaris, Wyn- en Spiritusraad, Posbus 2176, Dennesig, Stellenbosch, 7599, binne 30 dae van publikasie van hierdie kennisgewing.

BOARD NOTICE 66 OF 2018**NOTICE OF THE DEFINITION OF THE PRODUCTION AREA CAPE COASTAL AND AMENDMENT OF THE DEFINITIONS OF THE PRODUCTION AREAS COASTAL REGION AND OLIFANTS RIVER**

(In terms of Section 6 of the Wine of Origin Scheme published by Government Notice No. R.1434 of 29 June 1990)

Please note that the Board gave permission for the demarcation of the production area Cape Coastal (overarching region) to produce Wine of Origin.

The boundaries of Cape Coastal includes the regions Cape South Coast and Coastal Region. It includes the area situated within an eight kilometre buffer from the coastline, the wards Lamberts Bay and Bamboes Bay and the district Lutzville Valley. Thence generally north-west with the 100 metre contour line to a point where said contour line joins the south western boundary of the geographical unit Western Cape. Coastal Region will extend its boundaries to the north and the north-western boundary of the production area Olifants River (region) will be amended. The region Boberg will be repealed.

The proposed boundaries can be viewed at www.sawis.co.za – "Certification – News and Information – Notice of application for the definition of production area" or contact Jackie Cupido at 021 807 5704.

Anyone having any objection against this application is hereby notified to lodge their objections, with motivations, in writing with the Secretary, Wine and Spirit Board, P O Box 2176, Dennesig, Stellenbosch, 7599 within 30 (thirty) days of publication of this notice.

RAADSKENNISGEWING 66 VAN 2018**OMSKRYWING VAN DIE PRODUKSIEGEBIED KAAP KUS EN DIE WYSIGING VAN DIE OMSKRYWINGS VAN DIE PRODUKSIEGEBIEDE KUSTREEK EN OLIFANTSRIVIER**

(Ingevolge Artikel 6 van die Wyn van Oorsprong-skema gepubliseer by Goewermentskennisgewing No. R.1434 van 29 Junie 1990)

Neem kennis dat die Raad toestemming verleen het vir die afbakening van die produksiegebied Kaap Kus (oorkoepelende streek) om Wyn van Oorsprong te produseer.

Die grense van Kaap Kus sluit die streke Kaap Suidkus en Kusstreek in. Ingesluit is die area geleë binne die 8 kilometer buffer van die kuslyn af, die wyke Lambertsbaai en Bamboesbaai en die distrik Lutzville Vallei. Daarvandaan noord-wes met die 100 meter kontoerlyn tot by 'n punt waar genoemde kontoerlyn aansluit by die suidwestelike grens van die geografiese eenheid Wes-Kaap. Kusstreek se grense word noordwaarts uitgebrei en die noordwestelike grens van die produksiegebied Olifantsrivier (streek) sal gewysig word. Die streek Boberg word herroep.

Die voorgestelde grense is ter insae by www.sawis.co.za – "Sertifisering – Nuus en inligting – Kennisgewing van die omskrywing van produksiegebied" of kontak Jackie Cupido by 021 807 5704.

Enigien wie beswaar het teen die aansoek, moet sy/haar beswaar, met opgaaf van redes, skriftelik indien by die Sekretaris, Wyn- en Spiritusraad, Posbus 2176, Dennesig, Stellenbosch, 7599, binne 30 dae van publikasie van hierdie kennisgewing.

BOARD NOTICE 67 OF 2018**NOTICE OF APPLICATION FOR DEFINING OF PRODUCTION AREA PAARDEBERG**

(In terms of Section 6 of the Wine of Origin Scheme published by Government Notice No. R.1434 of 29 June 1990)

Please note that The Sadie Family Wines (Pty) Ltd applied to the Board, on behalf of producers in the vicinity of Paardeberg mountain, for the demarcation of the production area Paardeberg (ward) to produce Wine of Origin.

This ward is situated south of the production area Malmesbury (ward) and north-west of the production area Voor-Paardeberg (ward). Paardeberg is defined on farm boundaries.

The proposed boundaries can be viewed at www.sawis.co.za under "Certification – News and Information – Notice of application for defining of production area" or contact Jackie Cupido at 021 807 5704.

Anyone having any objection against this application is hereby notified to lodge their objections, with motivations, in writing with the Secretary, Wine and Spirit Board, P O Box 2176, Dennesig, Stellenbosch, 7599 within 30 (thirty) days of publication of this notice.

RAADSKENNISGEWING 67 VAN 2018**KENNISGEWING VAN AANSOEK VIR DIE OMSKRYWING VAN DIE
PRODUKSIEGEBIED PAARDEBERG**

(Ingevolge Artikel 6 van die Wyn van Oorsprong-skema gepubliseer by
Goewermentskennisgewing No. R.1434 van 29 Junie 1990)

Neem kennis dat The Sadie Family Wines (Pty) Ltd namens produsente in die Paardeberg omgewing by die Raad aansoek gedoen het vir die afbakening van Paardeberg as 'n produksiegebied (wyk) om wyn van oorsprong te produseer.

Die wyk is geleë suid van die produksiegebied Malmesbury (wyk) en noordwes van die produksiegebied Voor-Paardeberg (wyk). Paardeberg is omskryf op plaasgrense.

Die voorgestelde omskrywing is ter insae by www.sawis.co.za onder Sertifisering – Nuus en inligting – Kennisgewing van aansoek vir die omskrywing van produksiegebied of kontak Jackie Cupido by 021-807 5704.

Enigeen wat beswaar het teen die aansoek, moet sy/haar beswaar, met opgaaf van redes, skriftelik indien by die Sekretaris, Wyn- en Spiritusraad, Posbus 2176, Dennesig, Stellenbosch, 7599, binne 30 dae van publikasie van hierdie kennisgewing.

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