Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 671 21 May Mei 2021 No. 44593

PART 1 OF 2

ISSN 1682-5845

9 771682 584003 44593

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BOARD NOTICES • RAADSKENNISGEWINGS

government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

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

GPW has an official email with the domain as **@gpw.gov.za**

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

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

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

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

Fake Tenders

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

How tender scams work

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

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

OR

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

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

Protect yourself from being scammed

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

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

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

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

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

Closing times for **ORDINARY WEEKLY** *GOVERNMENT GAZETTE* 2021

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

- ➤ **24 December 2020,** Thursday for the issue of Thursday **31 December 2020**
- ➤ **31 December 2020,** Thursday for the issue of Friday **08 January 2021**
- ➤ **08 January,** Friday for the issue of Friday **15 January 2021**
- ➤ **15 January,** Friday for the issue of Friday **22 January 2021**
- ➤ **22 January,** Friday for the issue of Friday **29 January 2021**
- ➤ **29 January,** Friday for the issue of Friday **05 February 2021**
- ➤ **05 February,** Friday for the issue of Friday **12 February 2021**
- ➤ **12 February,** Friday for the issue of Friday **19 February 2021**
- ➤ **19 February,** Friday for the issue of Friday **26 February 2021**
- ➤ **26 February,** Friday for the issue of Friday **05 March 2021**
- ➤ **05 March,** Friday for the issue of Friday **12 March 2021**
- ➤ **12 March,** Friday for the issue of Friday **19 March 2021**
- ➤ **18 March,** Thursday for the issue of Friday **26 March 2021**
- ➤ **25 March,** Thursday for the issue of Thursday **01 April 2021**
- ➤ **31 March,** Wednesday for the issue of Friday **09 April 2021**
- ➤ **09 April,** Friday for the issue of Friday **16 April 2021**
- ➤ **16 April,** Friday for the issue of Friday **23 April 2021**
- ➤ **22 April,** Thursday for the issue of Friday **30 April 2021**
- ➤ **30 April,** Friday for the issue of Friday **07 May 2021**
- ➤ **07 May,** Friday for the issue of Friday **14 May 2021**
- ➤ **14 May,** Friday for the issue of Friday **21 May 2021**
- ➤ **21 May,** Friday for the issue of Friday **28 May 2021**
- ➤ **28 May,** Friday for the issue of Friday **04 June 2021**
- ➤ **04 June,** Friday for the issue of Friday **11 June 2021**
- ➤ **10 June,** Thursday for the issue of Friday **18 June 2021**
- ➤ **18 June,** Friday for the issue of Friday **25 June 2021**
- ➤ **25 June,** Friday for the issue of Friday **02 July 2021**
- ➤ **02 July,** Friday for the issue of Friday **09 July 2021**
- ➤ **09 July,** Friday for the issue of Friday **16 July 2021**
- ➤ **16 July,** Friday for the issue of Friday **23 July 2021**
- ➤ **23 July,** Friday for the issue of Friday **30 July 2021**
- ➤ **30 July,** Friday for the issue of Friday **06 August 2021**
- ➤ **05 August,** Thursday for the issue of Friday **13 August 2021**
- ➤ **13 August,** Friday for the issue of Friday **20 August 2021**
- ➤ **20 August,** Friday for the issue of Friday **27 August 2021**
- ➤ **27 August,** Friday for the issue of Friday **03 September 2021**
- ➤ **03 September,** Friday for the issue of Friday **10 September 2021**
- ➤ **10 September,** Friday for the issue of Friday **17 September 2021**
- ➤ **16 September,** Thursday for the issue of Thursday **23 September 2021**
- ➤ **23 September,** Thursday for the issue of Friday **01 October 2021**
- ➤ **01 October,** Friday for the issue of Friday **08 October 2021**
- ➤ **08 October,** Friday for the issue of Friday **15 October 2021**
- ➤ **15 October,** Friday for the issue of Friday **22 October 2021**
- ➤ **22 October,** Friday for the issue of Friday **29 October 2021**
- ➤ **29 October,** Friday for the issue of Friday **05 November 2021**
- ➤ **05 November,** Friday for the issue of Friday **12 November 2021**
- ➤ **12 November,** Friday for the issue of Friday **19 November 2021**
- ➤ **19 November,** Friday for the issue of Friday **26 November 2021**
- ➤ **26 November,** Friday for the issue of Friday **03 December 2021**
- ➤ **03 December,** Friday for the issue of Friday **10 December 2021**
- ➤ **09 December,** Thursday for the issue of Friday **17 December 2021**
- ➤ **17 December,** Friday for the issue of Friday **24 December 2021**
- ➤ **23 December,** Thursday for the issue of Friday **31 December 2021**

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 R**3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

Closing Times for Acceptance of Notices

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.

2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

   All re-submissions will be subject to the standard cut-off times.
   All notices received after the closing time will be rejected.

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

EXTRAORDINARY GAZETTES

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

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.

5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat* / *Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.

6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.

7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.

8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.

   8.1. Each of the following documents must be attached to the email as a separate attachment:

      8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.

         8.1.1.1. For National *Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form

         8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.

      8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. *(Please see Quotation section below for further details)*

      8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order**. Non-Government Printing Works** account customer needs to submit the proof of payment for the notice

      8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. *(Please see the Copy Section below, for the specifications)*.

      8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.

10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE.**

11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.

12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.

    13.1. ***Take note:*** **GPW**'s annual tariff increase takes place on ***1 April*** therefore any quotations issued, accepted and submitted for publication up to ***31 March*** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.

14. Each quotation has a unique number.

15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.

    15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.

    15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.

16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS**:

    16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.

    16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.

        16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).

17. **APPLICABLE ONLY TO CASH CUSTOMERS:**

    17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.

18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).

19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.

    19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES

COPY (SEPARATE NOTICE CONTENT DOCUMENT)

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03

20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).

20.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.

22. Requests for cancellation must be sent by the original sender of the notice and must accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

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

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:

24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.

24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.

24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.

24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Approval of notices

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.

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

Government Printer Indemnified Against Liability

27. The Government Printer will assume no liability in respect of—

27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

Liability of advertiser

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

Customer inquiries

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.
GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.
Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.

30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Payment of cost

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.

32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.

33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.

34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.

35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.

36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.

37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

Proof of publication

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.

39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s)

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:	**Postal Address:**	**GPW Banking Details:**
Government Printing Works	Private Bag X85	**Bank:** ABSA Bosman Street
149 Bosman Street	Pretoria	**Account No.:** 405 7114 016
Pretoria	0001	**Branch Code:** 632-005

For Gazette and Notice submissions: Gazette Submissions:	**E-mail:** submit.egazette@gpw.gov.za
For queries and quotations, contact: Gazette Contact Centre:	**E-mail:** info.egazette@gpw.gov.za
	Tel: 012-748 6200
Contact person for subscribers: Mrs M. Toka:	**E-mail:** subscriptions@gpw.gov.za
	Tel: 012-748-6066 / 6060 / 6058
	Fax: 012-323-9574

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 281 OF 2021

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) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	**see attached schedule**
Extent of property	:	**see attached schedule**
Magisterial District	:	**Klip River**
Administrative District	:	**KwaZulu-Natal**
Current Title Deed No.	:	**see attached schedule**
Current Owner	:	**see attached schedule**
Bonds & Restrictive Conditions (Interdicts)	:	**see attached schedule**
Claimant	:	**Gane P. Zuma, Mazwi A. Zuma, Phepha D. Dlamini on behalf of the Zuma and Dlamini families**
Date claim lodged	:	**30 December 1998**
Reference number	:	**KRN6/2/2/E/17/0/0/15** **KRN6/2/2/E/17/0/0/139** **KRN6/2/2/E/17/0/0/170** **KRN6/2/2/E/17/0/0/217**

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

SCHEDULE

NO.	PROPERTY DESCRIPTION	EXTENT	CURRENT TITLE DEED NO.	CURRENT OWNER	BONDS & RESTRICTIVE CONDITIONS (INTERDICTS)
1	Remainder of Portion 1 of the farm Klip Poort No. 1082	113, 7849 ha	T2568/1977	R S A	I-102/1977LG
2	Portion 4 of the farm Klip Poort No. 1082	73, 4114 ha	T958/1977	R S A	I-102/1977LG
3	Portion 8 of the farm Klip Poort No. 1082	113, 8802 ha	T6577/1945	Nkantolo Zama	VA560/1988-6577/1945T VA872/1995
4	Portion 9 of the farm Klip Poort No. 1082	73, 3161 ha	T6577/1945	Nkantolo Zama	VA560/1988-6577/1945T VA872/1995
5	Portion 12 of the farm Roos Boom No. 1102	40, 4686 ha	T1068/1901	Nkantolo Zama	VA561/1988-1068/1901T VA873/1995
6	Portion 18 of the farm Roos Boom No. 1102	22, 7440 ha	T25736/1991	Nokuthemba Ellen Dhlamini	None

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 282 OF 2021

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) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	**:**	**That portion of Pietermaritzburg commonly known as 41 Orthman Road**
Magisterial District	**:**	**Umgungundlovu**
Administrative District	**:**	**KwaZulu-Natal**
Previous Title Deed No.	**:**	**T33182/1983**
Claimant	**:**	**Cassim Parak**
Date claim lodged	**:**	**31 December 1998**
Reference number	**:**	**KRN6/2/3/E/38/872/1857/596**

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 283 OF 2021

AMENDMENT NOTICE

GENERAL NOTICE IN TERMS OF SECTION 11 A (4) OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)

Amending Notice No. 472 of 2020 published in Gazette No. 43686 dated 4 September 2020 in the Ndwandwe Family, under Reference No. **KRN6/2/2/E/50/0/0/247 and KRN6/2/2/E/50/0/0/168** to **INCLUDE** the property listed in the table below:

NO.	PROPERTY DESCRIPTION	EXTENT	CURRENT TITLE DEED NO.	CURRENT OWNER	BONDS & RESTRICTIVE CONDITIONS (INTERDICTS)
1	Portion 0 (Remainder) of the farm Express No. 625	708, 4255 ha	T1813/2005	Jabulani Baqulusi Community Trust-Trustees	None

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISISONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 284 OF 2021

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) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	**:**	**Portion 1 of the farm Bergspruit No. 2379**
Extent of property	**:**	**614, 1110 ha**
Magisterial District	**:**	**Bergville**
Administrative District	**:**	**KwaZulu-Natal**
Current Title Deed No.	**:**	**T33694/2001**
Current Owner	**:**	**Loskop Belegging Trust-Trustees**
Bonds & Restrictive Conditions (Interdicts)	**:**	**K1565/1985S**
Claimant	**:**	**Albert Mxosheni Mthembu on behalf of the Mthembu Family**
Date claim lodged	**:**	**27 June 1997**
Reference number	**:**	**KRN6/2/2/E/3/0/0/16**

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 285 OF 2021

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) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	**Remainder of Portion 0 of the farm Reserve No. 18 No. 15838**
Extent of property	:	**151148, 2254 hectares**
Magisterial District	:	**Nqutu**
Administrative District:	:	**KwaZulu-Natal**
Current Title Deed No.	:	**T64285/2000 & G7638/1909**
Current Owner	:	**Ingonyama Trust-Trustees**
Bonds & Restrictive Conditions (Interdicts)	:	**K2622/2016s; K276/2009s; K3738/2007L; K3739/2007L; VA1925/1999; VA567/1998**
Claimant	:	**Khehla Jacob Sithole on behalf of the Mdlenevu Community**
Date claim lodged	:	**27 October 1998**
Reference number	:	**KRN6/2/2/E/35/0/0/6**

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 286 OF 2021

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) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	**Portion 0 (remaining extent) of the farm Lily Fontein No. 2106**
Extent of property	:	**607, 8384 ha**
Magisterial District	:	**Msinga**
Administrative District:	:	**KwaZulu-Natal**
Current Title Deed No.	:	**T18040/2011**
Current Owner	:	**National Government of the Republic of South Africa**
Bonds & Restrictive Conditions (Interdicts)	:	**None**
Claimant	:	**Mfisa Mchunu**
Date claim lodged	:	**17 December 1998**
Reference number	:	**KRN6/2/2/E/26/0/0/12**

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 287 OF 2021

AMENDMENT NOTICE

GENERAL NOTICE IN TERMS OF SECTION 11 A (4) OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)

Amending Notice 1050 of 2005 published in *Government Gazette* No. 27735 on 8 July 2005 in respect of the Mbotho Community, under Reference No. **KRN6/2/2/E/41/0/0/49** to:

1. REPLACE

Claimant : Chief Nicholas Mbotho, on behalf of the Mbotho Community

2. WITH

Claimant : Chief Mageba Mbotho, on behalf of the Mbotho Community

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISISONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 288 OF 2021

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) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	**Sub A of Sub F of Lot E No. 7633**
Extent of property	:	**7, 2745 ha**
Magisterial District	:	**Ethekwini**
Administrative District:	:	**KwaZulu-Natal**
Claimant	:	**Leah Luthuli on behalf of the Luthuli Family and as representative of 8 other tenant households**
Date claim lodged	:	**5 November 1996**
Reference number	:	**KRN6/2/3/E/38/872/1857/187**

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 289 OF 2021

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 11A(3) of the Restitution of Land Rights Act, 1994(Act No.22 of 1994) as amended that the notice of the claim lodged by Govindasamy Thangavelu in the Metro of Ethekwini Municipality , KwaZulu-Natal which was published under Notice No. 1631 of 2004, in Government Gazette No. 26649 dated 13 August 2004, under reference Number KRN6/2/3/E/8/817/2972/20 has been **WITHDRAWN** Regional Land Claims Commissioner.

MR HARRY LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 290 OF 2021

AMENDMENT NOTICE

GENERAL NOTICE IN TERMS OF SECTION 11 A (4) OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)

Amending Notice 69 of 2020 published in *Government Gazette* No. 43015 on 14 February 2020 in respect of the Dladla Family, under Reference No. **KRN6/2/2/E/4/0/0/42** to:

1. REPLACE

Property : Portion 19 of the farm Water Frost No. 5120

2. WITH

Property : Portion 19 of the farm Water Frost No. 8120

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISISONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 291 OF 2021

GENERAL NOTICE IN TERMS OF SECTION 11A (2) OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)

Notice is hereby given in terms of section 11A (2) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994), that the notice of the claim lodged by Sikhosiphi Shelembe and Sphelele Ndlovu on behalf of the Colbourne Community, in the District of Umgungundlovu, KwaZulu-Natal, which was published under Notice No. 380 of 2017, in *Government Gazette* No. 40847 dated 19 May 2017, will be **WITHDRAWN** unless cause to the contrary is shown to the satisfactory of the Regional Land Claims Commissioner.

Any party/parties who may have an interest in the above-mentioned land claim is hereby invited to submit representations under reference number KRN6/2/2/E/19/0/0/41 within 30 days from the date of publication of this notice, as to show cause why the claim should not be withdrawn in terms of section 11 (A) (3) of the Act,

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120, Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 292 OF 2021

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. This is a claim for the restitution of land rights that has been submitted to the Regional Land Claims Commissioner for the Western Cape. The particulars regarding this claim are as follows:

Claim Ref. Number	Claimant	Claim submission date	Claimed Property	Extent (sqm)	Year of Dispossession
J329	Mrs N.P. Ruxwana	25 April 1997	Erf 9474 Bellville in the City of Cape Town, Western Cape	496 square meters	1956

The Regional Land Claims Commission will investigate this claim in terms of provisions of the Act in due course. Any party who has an interest in the above-mentioned land is hereby invited to submit, within 14 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: (021)409-0300
Fax: (021)424-5146

CHECKED.....

DATE.....

APPROVED.....

DATE.....2021/03/24

Mr. L.H Maphutha
Regional Land Claims Commissioner

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 293 OF 2021

GENERAL NOTICE IN TERMS OF SECTION 11(4) OF THE RESTITUTION OF LAND RIGHTS ACT (No. 22 OF 1994) AS AMENDED

Notice is hereby given in terms of Section 11(1) of the Restitution of Land Rights Act (No. 22 of 1994), as amended to publish notice in the Government Gazette in respect of the claim lodged on behalf of the descendants of the late Charles Herman Marais with the following claim reference number: W397 on 17TH March 1998. The particulars regarding this general notice are as follows:

Dispossessed person/s	:	Descendants of the late Charles Herman Marais & the Gemeenskap van ``Klippiesdorp''
Description of properties	:	``Portion 23 called Oakdale Annex of farm no. 341 Houwhoek – District Caledon situated between N2 and Houwhoek Station and the Railway Line''
Date of Dispossession	:	1950
Rights lost	:	Beneficial Occupation
Reference Numbers	:	KRK 6/2/2/A/17/0/0/23 (W397)

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 14 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: (021) 409 0300; Fax: (021) 424 5146

MR. B. MARS
CHIEF RESTITUTION ADVISOR

CHECKED .....

DATE 03/02/2021

MR. L.H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER

APPROVED .....

DATE 2021/02/10

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 294 OF 2021

GENERAL NOTICE IN TERMS OF SECTION 11(4) OF THE RESTITUTION OF LAND RIGHTS ACT (No. 22 OF 1994) AS AMENDED

Notice is hereby given in terms of Section 11(1) of the Restitution of Land Rights Act (No. 22 of 1994), as amended to publish notice in the Government Gazette in respect of the claim lodged on behalf of the descendants of the late Charles Herman Marais with the following claim reference number: W396 on 17TH March 1998. The particulars regarding this general notice are as follows:

Dispossessed person/s	:	The Gemeenskap van ``Klippiesdorp" – Groep van 7 Families
Description of property	:	Farm 341/3, Caledon [The area was commonly known as ``Klippiesdorp".]
Date of Dispossession	:	During the course of 1951
Rights lost	:	Beneficial Occupation Rights
Reference Numbers	:	W396

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 14 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: (021) 409 0300; Fax: (021) 424 5146

MR. B. MARS
CHIEF RESTITUTION ADVISOR

CHECKED .....

DATE 25/02/2021

MR. L.H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER

APPROVED .....

DATE 2021/03/11

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 295 OF 2021

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. This claim for the restitution of land rights has been submitted to the Regional Land Claims Commissioner for the Western Cape. The particulars regarding this claim is as follows:

Project Names : Grever and Rix Families

Number of Claims : 2

Areas : Lansdowne

Properties : Erf 58659 and Erf 62027

Type : Ownership

Date submitted : 29/12/1998 and 28/11/1996

Current Owner : Dilshaad Dalvie and Mohammed I Dalvie

Option : Finance

No.	Ref No.	Surname & Initial	Property Description	Area	Extent	Dispossessed Person
1.	G330	E.W Grever	Erf 58659	Lansdowne	427m^2	Robert William Grever
2.	R107	A.H Rix	Erf 62027	Lansdowne	485m^2	Andre Hugo Rix

The Regional Land Claims Commission will investigate this claim in terms of provisions of the Act in due course. Any party who has an interest in the above-mentioned land is hereby invited to submit, within 14 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: 021-409 0300
Fax: 021-424-5146
Mr. L.H. Maphutha
Regional Land Claims Commissioner

APPROVED .....
DATE.....2021/02/09.....

CHECKED.....
DATE .....17/12/2020.....

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 296 OF 2021

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. These claims for the restitution of land rights have been submitted to the Regional Land Claims Commissioner for the Western Cape. The particulars regarding these claims are as follows:

Project Name : Alexander Family (A521)

Areas : Stellenbosch

Property : As listed below

The claimant : Freda Alexander

Date submitted : 17th March 1998

Current Owner : Stellenbosch Municipality

Option : Financial compensation

No.	Ref No.	Surname & Initial	Property Description	Area	Extent	Capacity	Dispossessed Person
1.	A521	Freda Alexander	Erf 2576 Stellenbosch Consolidated to Erf 5138 Stellenbosch	Stellenbosch	501m²	Ownership	J.D Alexander

The Regional Land Claims Commission will investigate these claims in terms of provisions of the Act in due course. 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: 021*409-0300
Fax: 021*424-5146

Mr. L. Maphutha
Regional Land Claims Commissioner

APPROVED.....

DATE.....16/02/15.....

CHECKED.....

DATE.....01/02/2016.....

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 297 OF 2021

GENERAL NOTICE IN TERMS OF SECTION 11(4) OF THE RESTITUTION OF LAND RIGHTS ACT (No. 22 OF 1994) AS AMENDED

Notice is hereby given in terms of Section 11(1) of the Restitution of Land Rights Act (No. 22 of 1994), as amended to publish notice in the Government Gazette in respect of the claim lodged by the late Jacob Jacobus Williams with the following claim reference number: W457 on 28TH December 1998. The particulars regarding this general notice are as follows:

Dispossessed person/s	:	Jacob Jacobus Williams
Description of property	:	Property historically occupied in Clanwilliam by the late Jacob Jacobus Williams prior to the establishment of Erf no. 1428, Clanwilliam and the same land that was later described as Erf no. 855, Clanwilliam. This historical property of the late Jacob Jacobus Williams is currently owned by:
Erf no. 855, Clanwilliam –	Arldo Farmer & Natasha Shannon Koopman (T33235/1991)	
Date of Dispossession	:	During the course of 1987/1988
Rights lost	:	Tenancy Rights
Reference Number	:	W457

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 14 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: (021) 409 0300; Fax: (021) 424 5146

MR. B. MARS
CHIEF RESTITUTION ADVISOR

CHECKED .....

DATE 08/03/2021

MR. L.H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER

APPROVED .....

DATE ..... 2021/03/24 .....

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 298 OF 2021

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(1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994), as amended. This claim for the restitution of land rights has been submitted to the Regional Land Claims Commissioner for the Western Cape. The particulars regarding this claim are as follow:

Claimant : Mr Nurdien Tahier Parker

ODI : Mr Mohamed Tahier

Capacity : Ownership

Date Submitted : 28/08/1995

Reference no : KRK6/2/3/A/9/77/0/58 (P30)

Property description	size	Area	Date of dispossession
The remainder of Erf 30	833m^2	Stellenbosch	19/11/1973
Erven 28, 18, 27, 29 and 31	833m^2, 833m^2, 833m^2, 833m^2, 833m^2	Cape Winelands	

The Regional Land Claims Commission will investigate this claim in terms of provisions of the Act in due course. Any party who has an interest in the above-mentioned land is hereby invited to submit, within 14 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: (021)409-0300
Fax: (021)409-0539

Checked..... **Date**16/03/2021

Approved..... **Date**2021/03/31

Mr. L.H Maphutha
Regional Land Claims Commissioner

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 299 OF 2021

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, (No. 22 OF 1994) AS AMENDED.

AMENDMENT OF GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (No. 22 OF 1994)

Notice is hereby given in terms of Section 11A(4) of the Restitution of Land Rights Act, 1994 (No. 22 of 1994), as amended, to amend Government Gazette notice 43758 (notice 525 of 2020 – 2ND October 2020) in respect of ``erf no. 1812, Macassar'' on a land claim lodged by R.T. Rhoda with reference number P1. Particulars of the amendment are as follows:

Reference number	:	KRK 6/2/3/A/7/64/0/2 (P1)
Dispossessed person:		Sayed Abdullah Peters
Area	:	City of Cape Town Metro, Western Cape
Claimant	:	R.T. Rhoda (on behalf of the descendants of the late Sayed Abdullah Peters)
Property	:	Erf no. 1815, Macassar
Extent	:	3. 8695 hectares
Capacity	:	Beneficial Occupation
Year of dispossession:		Middle 1980's
Current owner/s	:	Different owners owning different portions in terms of the following deed of registration numbers: T44799/2000, T72715/1993, T72716/1993, T72717/1993, T89440/2001 & T9449/2019.
Date claim submitted:		22ND February 1994

The Commission on Restitution of Land Rights will investigate the claim in terms of provisions of the Act in due course. Any party who has an interest in the above-mentioned land is hereby invited to submit, within 30 days form the publication of this notice, any comments/information to:

Office of the Regional Land Claims Commissioner: Western Cape
14 Long Street – 1ST & 2ND Floors
CAPE TOWN, 8000
Tel: 021 409 0300 (o/h)
Fax: 021 418 0205

Mr. L.H. Maphutha
Regional Land Claims Commissioner

APPROVED .....
DATE 2021/03/31
CHECKED .....
DATE 19/03/2021

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 300 OF 2021

National Agricultural Marketing Council
Promoting market access for South African agriculture

Block A | 4th Floor | Meintjiesplein Building | 536 Francis Baard Street | Arcadia |0002
Private Bag X935 | Pretoria | 0001
Tel: 012 341 1115 | Fax: 012 341 1811/1911
http://www.namc.co.za

WINE INDUSTRY
APPLICATION FOR THE CONTINUATION OF STATUTORY LEVIES

NAMC REQUESTING COMMENTS / INPUTS FROM INDUSTRY ROLE PLAYERS

On 7 May 2021, an application was received from the South African Wine Industry Development Empowerment Foundation (SAWIDEF), in terms of the Marketing of Agricultural Products Act (MAP Act), Act No 47 of 1996, for the continuation of the statutory levies in the wine industry. It is proposed that statutory levies be implemented for a new four-year term from date of publication (1 January 2022) to 31 December 2025. SAWIDEF is a Non-Profit Company without members and is inclusive of black business, civil society and labour structures, with the company registration number 2020/909022/08.

Currently, the following statutory levies are applicable in the wine industry and will expire on 31 December 2021:

- Registration;
- Records & Returns; and
- Levies:
    - Information levy;
    - Research and development levy (R&D levy);
    - Wine export generic promotion levy (Export promotion levy); and
    - Empowerment and transformation levy (Transformation levy).

The following Non-Profit Companies are currently responsible for the implementation of the current statutory measures, namely -

1) SAWIS (SA Wine Industry Information and Systems), Information levy;
2) WINETECH (Wine Industry Network of Expertise and Technology), R&D levy;
3) WOSA (Wines of South Africa), Export promotion levy; and
4) Transformation Unit (SA Wine Industry Transformation Unit), Transformation levy.

SAWIDEF proposed the following budget for the 2022 - 2025 financial period:

Income:	Budget 2022	Budget 2023	Budget 2024	Budget 2025	Total	%
Export promotion levy	R40 000 000	R41 925 000	R43 421 000	R44 492 312	R169 838 312	74,3%
Transformation levy	R13 730 000	R10 980 000	R10 780 000	R10 930 000	R46 420 000	20,3%
R&D levy	R2 780 000	R2 250 000	R1 700 000	R1 700 000	R8 430 000	3,7%
Information levy	R1 300 000	R1 000 000	R850 000	R850 000	R4 000 000	1,7%
Total	**R57 810 000**	**R56 155 000**	**R56 751 000**	**R57 972 312**	**R228 688 312**	**100%**

According to SAWIDEF they will be the responsible entity and implementing agent and that they will commission or delegate assignments to its partner organisations where appropriate, and that a detailed implementation plan will be developed. SAWIDEF also indicated that they be a beneficiary and the implementer of the proposed statutory levies (e.g. the export promotion -, information -, research - and the transformation levies).

The current statutory levies applicable in the wine industry was initiated by SALBA (South African Liquor Brand owners' Association), representing manufacturers and distributors of liquor products in the liquor industry of South Africa and VinPro, representing wine grape producers, wineries and wine-related businesses. SALBA and Vinpro monitor the application process on behalf of the levy payers in the wine industry.

As the proposed statutory levy is consistent with the objectives of the MAP Act, the NAMC is investigating the possible implementation of the relevant statutory levies.

Directly affected groups (e.g. wine producers, wine traders, wine spirit producer, and exporters of drinking wine) in the wine industry are kindly requested to submit any comments, in writing, regarding the proposed statutory levies, to Mathilda van der Walt (mathildavdw@namc.co.za) on or before 11 June 2021, to enable the NAMC to finalise its recommendation to the Minister in this regard.

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DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NOTICE 301 OF 2021

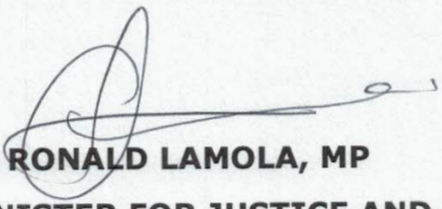
PROMOTION OF ACCESS TO INFORMATION ACT, 2000

DESCRIPTION SUBMITTED IN TERMS OF SECTION 15(1)

I, Ronald Lamola, Minister of Justice and Correctional Services, hereby publish under section 15(2) of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), the descriptions submitted to me in terms of section 15(1) of the said Act by the –

MPUMALANGA DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

As set out in the Schedule



MR RONALD LAMOLA, MP
MINISTER FOR JUSTICE AND CORRECTIONAL SERVICES

MPUMALANGA PROVINCIAL

DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

"FORM D"

AUTOMATICALLY AVAILABLE RECORDS AND ACCESS TO SUCH RECORDS:
Section 15 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)

[Regulation 5A]

DESCRIPTION OF CATEGORY OF RECORDS AUTOMATICALLY AVAILABLE IN TERMS OF SECTION 15(1)(a) OF PAIA	MANNER OF ACCESS TO RECORDS (SECTION 15(1)(b) OF PAIA)
FOR INSPECTION IN TERMS OF SECTION 15(1)(a)(i) OF PAIA	
Departmental Information Manual; Strategic Plans; Annual Performance Plan; Annual Performance Report; Detailed Implementation Plans; Service Charter and Service Standards; Integrated Development Plan (IDP); Local Government Turnaround Strategy; Integrated Municipal Support Plan (IMSP); Draft Mpumalanga Spatial Development Framework; Notices published in the *Provincial Gazettes;* Tender Adverts; Tender appointments; Media Statements; Speeches; approach Legislation administered by the Department; Section 47 Municipal Reports; Internal newsletters; and "Know your Traditional Leaders" booklet.	The records may be inspected at the Department on request in writing addressed to: The Acting Head of Department/Information Officer Mpumalanga Provincial Government Department of Co-operative Governance and Traditional Affairs Private Bag X 11304 **MBOMBELA** 1200

FOR PURCHASING IN TERMS OF SECTION 15(1)(a)(ii) OF PAIA	
Strategic Plans; Annual Performance Plans; Annual Performance Report; Detailed Implementation Plans; Service Charter and Service Standards; Integrated Development Plan (IDP); Local Government Turnaround Strategy; Integrated Municipal Support Plan (IMSP); Draft Mpumalanga Spatial Development Framework; Notices published in the *Provincial Gazettes;* Tender Adverts; Tender appointments; Media Statements; Speeches; Legislation administered by the Department; and Section 47 Municipal Reports.	The records may be purchased from the Department: The Acting Head Department/Information Officer Mpumalanga Provincial Government Department of Co-operative Governance and Traditional Affairs Private Bag X 11304 **MBOMBELA** 1200
FREE OF CHARGE IN TERMS OF SECTION 15(1)(a)(iii) OF PAIA	
Departmental Information Manual; Internal newsletters; Government forms; and "Know your Traditional Leaders" booklet.	The records may be freely obtainable from the Department on request from: The Acting Head Department/Information Officer, Mpumalanga Provincial Government Department of Co-operative Governance and Traditional Affairs Private Bag X 11304 **MBOMBELA** 1200

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 302 OF 2021

INTERNATIONAL TRADE ADMINISTRATION COMMISSION

CUSTOMS TARIFF APPLICATIONS

LIST 06/2021

The International Trade Administration Commission (herein after referred to as ITAC or the Commission) has received the following applications concerning the Customs Tariff. Any objection to or comment on these representations should be submitted to the Chief Commissioner, ITAC, Private Bag X753, Pretoria, 0001. Attention is drawn to the fact that the rate of duty mentioned in these applications is that requested by the applicant and that the Commission may, depending on its findings, recommend a lower or higher rate of duty.

CONFIDENTIAL INFORMATION

The submission of confidential information to the Commission in connection with customs tariff applications is governed by section 3 of the Tariff Investigations Regulations, which regulations can be found on ITAC's website at http://www.itac.org.za/documents/R.397.pdf.
These regulations require that if any information is considered to be confidential, then a non-confidential version of the information must be submitted, simultaneously with the confidential version. In submitting a non-confidential version the regulations are strictly applicable and require parties to indicate:

- *Each instance where confidential information has been omitted and the reasons for confidentiality;*
- *A summary of the confidential information which permits other interested parties a reasonable understanding of the substance of the confidential information; and*
- *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 clearly indicated to be confidential, will be made available to other interested parties.

The Commission will disregard any information indicated to be confidential that is not accompanied by a proper non-confidential summary or the aforementioned reasons.
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.

1. CREATION OF A 3RD SCHEDULE REBATE FACILITY ON:

Titanium dioxide classifiable under tariff subheading 3206.11 for use in the manufacture of white masterbatch classifiable under tariff subheading 3206.19.90 as follows: "*Pigments and preparations containing 80 per cent or more by mass of titanium dioxide calculated on the dry matter, classifiable under tariff subheading 3206.11, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit for use in the manufacture of white masterbatch, containing 70 per cent of titanium oxide and 25 per cent polymer, classifiable under tariff subheading 3206.19.90"*.

APPLICANT:

Ferro South Africa (Pty) Ltd
10 Atomic Street
Vulcania
BRAKPAN
1554

Ref: 02/2021 **Enquiries**: Ms. Khosi Mzinjana, at Tel: (012) 394-3664, Email: kmzinjana@itac.org.za and Mrs. Amina Varachia, at Tel: (012) 394-3732, E-mail: avarachia@itac.org.za.

REASONS AS SUBMITTED BY THE APPLICANT INCLUDED, *INTER ALIA*, THE FOLLOWING:

- *"Titanium dioxide is a vital raw material used in the manufacture of white masterbatch and consists of approximately 75% of white masterbatch. Currently there is no local manufacturer of titanium dioxide. The last local manufacturer closed down its titanium dioxide manufacturing facility in 2016;*

- *Since the closure of Huntsman, all titanium dioxide used in the manufacture of white masterbatch can only be sourced from foreign suppliers. Despite, there being no local manufacturer, there is a 10% import duty on the vital raw material;*

- *In this regard, the duty currently serves no protection purpose as there is no local industry to protect. As it stands, the duty serves to unnecessarily increase the cost of importing titanium dioxide and consequently the cost and price of white masterbatch, which is a vital raw material, particularly in the plastics industry;*

- *Given the escalating global prices of titanium dioxide, it is imperative that an industrial rebate be created to reduce the cost burden. Further exacerbating the situation are the increasing costs of raw materials, labour, electricity, and fuel among other business costs. These have a significant impact and are negatively impacting manufacturing costs and consequently final prices to consumers and users of end products produced by the downstream manufacturing industry.*

- *The importance of providing protection on the investment being made by Nyanza Light Metals, is acknowledged. However, the rebate provides an equitable solution to all parties*

as the industrial rebate does not lead to a complete elimination of the duty on titanium dioxide."

PUBLICATION PERIOD:

Representation should be submitted within **four (4) weeks** of the date of this notice.

2. AMENDMENT AND CREATION OF REBATE FACILITIES UNDER REBATE ITEM 311.42:

Rebate Item	Tariff sub heading	Description	Extent of Rebate
311.42	5212.1	"Other woven fabrics of cotton, of a mass not exceeding 200g/m2, in rolls of width of 200cm or more, classifiable in tariff subheading 5212.1 such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit for the manufacture of goods classifiable in tariff heading 63.02, 63.03, 63.04 and 94.04"	Full duty
311.42	5212.2	"Other woven fabrics of cotton, of a mass not exceeding 200g/m2, in rolls of width of 200cm or more, classifiable in tariff subheading 5212.2 such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit for the manufacture of goods classifiable in tariff heading 63.02, 63.03, 63.04 and 94.04"	Full duty
311.42	53.09	" Woven fabrics of flax, in rolls of a width of 200mm or more, classifiable in tariff heading 53.09, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for the manufacture of goods classifiable in tariff headings 63.02,63.03, 63.04 and 94.04"	Full duty
311.42	5512.1	"Woven fabric of synthetic staple fibres, containing 85 per cent or more by mass of polyester fibres, in rolls of a width of 200cm or more, classifiable in tariff subheading 5512.1 in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for the manufacture of goods classifiable under tariff headings 63.02, 63.03, 63.04 and 94.04"	Full duty

311.42	55.16	" Woven fabrics of artificial staple fibres, in rolls of a width of 200cm or more, classifiable in tariff heading 55.16, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for the manufacture of goods classifiable in tariff heading 63.02, 63.03,63.04 and 94.04"	Full duty
311.42	5903.10.90	"Textile fabrics impregnated, coated, covered or laminated with polyvinyl chloride, other in rolls of a width of 200cm or more, classifiable in tariff subheading 5903.10.90, in such quantities, at such times and subject to conditions as the International Trade Administration Commission may allow by specific permit, for the manufacture of goods classifiable in tariff heading 63.02, 63.03, 63.04 and 94.04"	Full duty
311.42	5903.90.90	"Other textile fabrics impregnated, coated, covered or laminated with plastics, other, in rolls of width of 200cm or more, classified in tariff subheading 5903.90.90, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for the manufacture of goods classifiable in tariff headings 63.02, 63.03, 63.04 and 94.04"	Full duty
AMENDMENT OF THE BELOW MENTIONED REBATE ITEMS			
311.42	55.13	"Woven fabrics of synthetic fibres, containing less than 85 per cent by mass of such fibres, mixed mainly or solely with cotton, of a mass not exceeding 170 g/m², in rolls of a width of 200 cm or more, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for the manufacture of goods classifiable in tariff headings 63.02, 63.03 and 63.04, by the deletion of rebate item 311.42/55.13/01.04 and the creation of a new rebate item for 'Woven fabrics of synthetic fibres, containing less than 85 per cent by mass of such fibres, mixed mainly or solely with cotton, of a mass not exceeding 170 g/m², in rolls of a width of 200 cm or more, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for the manufacture of goods classifiable in tariff headings 63.02, 63.03, 63.04 and 94.04'.	Full duty

311.42	55.14	"Woven fabrics of synthetic staple fibres, containing less than 85 per cent by mass of such fibres, mixed mainly or solely with cotton, of a mass exceeding 170 g/m², dyed or printed, in rolls of a width of 200 cm or more, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for the manufacture of goods classifiable in tariff headings 63.02, 63.03 and 63.04" by the deletion of rebate item 311.42/55.14/01.04 and the creation of a new rebate item for 'Woven fabrics of synthetic staple fibres, containing less than 85 per cent by mass of such fibres, mixed mainly or solely with cotton, of a mass exceeding 170 g/m², dyed or printed, in rolls of a width of 200 cm or more, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for the manufacture of goods classifiable in tariff headings 63.02, 63.03, 63.04 and 94.04"	Full duty
311.42	5903.20.90	"Textile fabrics impregnated, coated, covered or laminated with polyurethane, in rolls of a width of 200 cm or more, classifiable in tariff subheading 5903.20 in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for the manufacture of mattress covers classifiable in tariff heading 63.02" by the deletion of rebate item 311.42/5903.20/01.08 and the creation of a new rebate item with the same description mentioned above.	Full duty

APPLICANT:

Sheraton Textiles Holdings (Pty) Ltd
91 De Waal Road
Diep River
WESTERN CAPE
7800

Ref: 37/2012 Enquiries Ms Edith Gandi, Tel: (012) 394 3672, Fax: (012) 394 4672 Email: endou@itac.org.za or Mr Christopher Sako, Tel: (012) 394 3669, Fax: (012) 394 4669 Email: csako@itac.org.za.

REASONS FOR THE APPLICATION AS STATED BY THE APPLICANT, INCLUDED, INTER ALIA:

a) Home textile finished goods may be imported into South Africa subject to a duty of 30% (20% in case of filled products), whilst the fabrics incurs a duty of 22%. This gap is insufficient to allow local home textile manufacturers to compete with manufacturers of these products from countries in the East.

b) All major home textile manufacturing countries (China, India and Pakistan) give significant export incentives to their manufacturers (In case of China, these are as high as 20%), which means in many cases that the fully duty paid, end products can be landed in South Africa at a price almost equivalent to the duty paid price of the fabric used to make the products.

c) Further to this, the 22% duty applied to the fabrics was serving no purpose other than revenue generation, as the wide width fabrics used by the home textile sector are not manufactured in South Africa. It should be noted that in respect of the current application, none of the fabrics are manufactured in South Africa.

d) This rebate provision has been credited by the home textile sector and its retail customers as the largest single positive factor in ensuring that, over the past 10 years of its existence, the level of localisation has increased significantly.

   It has resulted not only in the prevention of job losses, but even more encouragingly, and in contrast to the rest of the textile sector, in creating new ones.

e) The Applicant further indicated that they seek to update the list of fabrics covered by the rebate to cover new products that emerged since the inception of the 311.42 rebate as well as allowing for the broadening of the rebate to include black out curtaining (from coated fabrics) and in so doing ensure that local home textile manufacturers are able to meet the needs of their retail customers, hospitality, and institutions, and in the process create jobs needed to make these products.

PUBLICATION PERIOD:

Representation should be submitted to the above officials within four (4) weeks of the date of this notice.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 303 OF 2021

COMPETITION TRIBUNAL
NOTIFICATION OF DECISION TO APPROVE MERGER

The Competition Tribunal gives notice in terms of rules 34(b)(ii) and 35(5)(b)(ii) of the "Rules for the conduct of proceedings in the Competition Tribunal" as published in Government Gazette No. 22025 of 01 February 2001 that it approved the following mergers:

Case No.	Acquiring Firm	Target Firm	Date of Order	Decision
LM209Mar21	Primegrowth Retail Property (Pty) Ltd	Hyprop Investments Ltd	14/04/2021	Approved
LM185Jan21	Alviva Holdings Ltd	Tarsus Technology Group (Pty) Ltd	21/04/2021	Approved Subject to Conditions
LM188Jan21	Motus Corporation (Pty) Ltd	Renault South Africa (Pty) Ltd	21/04/2021	Approved
LM201Feb21	CMH Holdings (Pty) Ltd	Ballito Motor Holdings (Pty) Ltd	21/04/2021	Approved Subject to Conditions
LM210Mar21	The Prepaid Company (Pty) Ltd	Glocell Distribution	21/04/2021	Approved
LM190Jan21	Premier FMCG (Pty) Ltd	Lodestone Brands (Pty) Ltd	22/04/2021	Approved Subject to Conditions
LM169Dec20	DSV South Africa (Pty) Ltd	Globeflight Worldwide Express SA	26/04/2021	Approved Subject to Conditions

The Chairperson
Competition Tribunal

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 304 OF 2021

INTERNATIONAL TRADE ADMINISTRATION COMMISSION

NOTICE OF AN INITIATION OF THE INVESTIGATION FOR THE EXTENSION OF SAFEGUARD DUTY ON OTHER SCREWS FULLY THREADED WITH HEXAGON HEADS MADE OF STEEL

In accordance provisions in section 21.7 of Amended Safeguard Regulation provides that any definitive measure may be extended by period of up to six years where the Commission finds that the lapse of the safeguard measure imposed in terms of Section 21.6 of the SGR is likely to lead to the recurrence of serious injury, and there is evidence that the Southern African Customs Union (SACU) industry is adjusting.

The SACU industry submitted a properly documented application to the International Trade Administration Commission of South Africa (the Commission) on 09 April 2021 indicating that it is still experiencing serious injury and that the expiry of the safeguards duties on imports of other screws fully threaded with hexagon heads made of steel will likely lead to the continuation and/or recurrence of serious injury.

The Commission decided to proceed with the investigation into the extension of safeguards measures on imports of other screws fully threaded with hexagon heads made of steel imported under tariff subheading 7318.15.39 in its meeting of 11 May 2021.

THE APPLICANT

The application was lodged by the South African Iron and Steel Institute (SAISI) (the Applicant) on behalf of on behalf South African Fasteners Manufacturers' Association ("SAFMA") and its members CBC Fasteners (Pty) Ltd ("CBC") and Transvaal Pressed Nuts Bolts and Rivets (Pty) Ltd ("TPN").

A non-confidential version of the application is available for inspection at request.

DESCRIPTION OF THE SUBJECT PRODUCT UNDER INVESTIGATION

The subject product is described as other screws fully threaded with hexagon heads made of steel imported under tariff subheading 7318.15.39.

DESCRIPTION OF THE LIKE OR DIRECTLY COMPETITIVE SACU PRODUCT

The SACU product is described as other screws fully threaded with hexagon heads made of steel.

ALLEGATION OF SERIOUS INJURY AND THE LIKELY CONTINUATION AND/OR RECURRENCE OF SERIOUS INJURY

The period of investigation for data evaluation for the purposes of determining the allegation of serious injury is 1 January 2018 to 31 December 2020, plus estimates for 1 January 2021 to December 2022, should the safeguard duties be removed.

The injury analysis relates to information submitted by the South African Iron and Steel Institute (SAISI) (the Applicant) on behalf of on behalf South African Fasteners Manufacturers' Association ("SAFMA") and its members CBC Fasteners (Pty) Ltd ("CBC") and Transvaal Pressed Nuts Bolts and Rivets (Pty) Ltd ("TPN") for the period 1 January 2018 to 31 December 2020 representing 70 percent of the domestic industry by production volume.

The Applicant alleged and submitted *prima facie* evidence indicating that it is still experiencing serious injury in the form of increased of imports volume and a decline in sales volumes, output, market share, utilisation of capacity and employment for the period 1 January 2018 to 31 December 2020.

The Applicant experienced increase of profit during the period of investigation and it was as a result of the Applicant that is currently busy restructuring under Section 189 of the South African Labour Relations Act, 1995 and retrenchments.

On this basis the Commission found that *prima facie* evidence was submitted to indicate that the SACU industry was experiencing serious injury and that the expiry of the safeguard measures will likely lead to a continuation and/or recurrence of serious injury.

LEGAL FRAMEWORK

This investigation will be conducted in accordance with the International Trade Administration Act, 2002 (ITA Act) and the International Trade Administration Commission Safeguard Regulations (SGR) read with the World Trade Organization Agreement on Safeguards (the Safeguard Agreement) and giving due regard to the Safeguard Agreement as well as the guidelines and conditions relating to the extension of safeguard measures provides procedures and process to be followed for the extension of safeguard measures. The guidelines and conditions relating to extension of safeguard measures were published in the *Government Gazette* No. 43636 on 21 August 2020.

Please note that if any information is considered to be confidential, 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:

- where confidential information has been omitted and the nature of such information;
- reasons for such confidentiality;
- a summary of the confidential information which permits a reasonable understanding of the substance of the confidential information; and

- 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.

PROCEDURES AND TIME LIMITS

All information submitted, including non-confidential copies thereof, should be received by the Senior Manager: Trade Remedies I by no later than 20 days from the date hereof. Late submissions will not be accepted.

Interested parties are invited to submit comments on the initiation of the investigation or any information regarding this matter to the following address or on the emails below:

Physical address **Postal address**

Senior Manager: Trade Remedies I
International Trade Administration Commission
Block E – The DTI Campus
77 Meintjies Street
SUNNYSIDE
PRETORIA
SOUTH AFRICA

Senior Manager: Trade Remedies I
Private Bag X753
PRETORIA
0001
SOUTH AFRICA

Due to Covid-19 pandemic, these responses can be e-mailed to the following addresses: STakacs@itac.org.za and TTshikomba@itac.org.za.

Any interested party may request an oral hearing provided that reasons are given for not relying on written submissions only. No request for an oral hearing will be considered more than 60 days from the date of this publication. The Commission may refuse an oral hearing if granting such hearing will unduly delay the finalisation of the investigation.

Parties requesting an oral hearing shall 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.

Should you have any queries, please do not hesitate to contact us at the following e-mail addresses; Ms Selma Takacs at STakacs@itac.org.za or Mr Thabelo Tshikomba at TTshikomba@itac.org.za.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 305 OF 2021

INTERNATIONAL TRADE ADMINISTRATION COMMISSION OF SOUTH AFRICA

AMENDMENTS TO THE PRICE PREFERENCE SYSTEM (PPS) POLICY GUIDELINES PUBLISHED IN GOVERNMENT GAZETTE NO. 43765, NOTICE 532 OF 2020 ON 2 OCTOBER 2020 ON THE EXPORTATION OF FERROUS AND NON-FERROUS WASTE AND SCRAP METAL.

Amended Export Control Guidelines on the Exportation of Ferrous and Non-Ferrous Waste and Scrap

The above-mentioned guidelines are herewith amended as follows:

1. By the deletion of paragraph 1.8.

2. By the insertion of the following paragraph after the current paragraph in paragraph 4.2, following the words "….domestic consuming industry."

   Scrap metal ISRI grades that are non-specific as to scrap metal content specification and where it is recommended in the ISRI Specifications, for example, that scrap metal be sold by analysis, sample, recovery basis or the like, and where a particular reference to minimum percentage content (for example copper scrap ISRI: Druid: Insulated Copper Wire Scrap) is not specified in the ISRI Specifications, a valid offer can be made at a minimum of 3% of the content of the metal in question (i.e. 3% copper content in the above-mentioned example). Should the content of the metal in question of a specific ISRI grade be more than 3%, a valid offer can be made on an analysis, sample or recovery basis less the relevant PPS percentage discount for the type of scrap metal in question.

3. By the amendment of the percentage of copper LME full price of the copper ISRI grade Druid in the Red metal Table contained in paragraph 4.3 from "33.0" to "3.0 or analysis, sample or recovery basis".

4. By the substitution of paragraph 4.4 with the following paragraph:

   4.4 When a valid offer is submitted in terms of the PPS and the scrap metal as reflected in the application is purchased in terms of the PPS by a local consumer, it must be transported and delivered to the consumer's scrap metal processing premises, for the seller's account.

Transport may be arranged by the buyer, for the seller's account, should the seller fail to arrange for transportation of the scrap metal in question. Parties may also agree to suitable transportation and delivery costs.

4. By the substitution of paragraph 4.5 with the following paragraph and table:

4.5. Notwithstanding the above, the price preference price for all ISRI grades of aluminium waste and scrap as listed here-under, will be calculated by using the London Metal Exchange high grade aluminium official cash price index as an international benchmark average price. From the average price achieved and based on the average exchange rate during the previous day, week, month or quarter, where applicable, for the percentages of different types and grades of aluminium waste and scrap, an amount of 25% will be deducted to reflect the price at which the different grades of aluminium waste and scrap must be offered for sale to the domestic consuming industry.

Aluminium ISRI Grades	**Percentage of Aluminium LME full price**
Taint Tabor	**70%**
Toto / Tutu / Tata / Tread	**90%**
Telic / Teens	**60%**
Taboo / Tough / Tooth	**72%**
Tabloid / Tablet	**93%**
Tense / Trump / Twist	**72%**
Tale	**49.50%**
Tally	**59.50%**
Tall	**92%**
Talc	**43.50%**
Talcred	**58.50%**
Taldon	**63.50%**
Taldork / Taldack	**63.50%**
Take	**73.50%**
Tarry A	**74.50%**
Tarry B	**73.50%**
Tarry C	**65%**
Tepid	**Analysis/Sample/Recovery Basis**
Tooth	**80%**
Twitch	**72%**
Tweak / Twire	**Analysis/Sample/Recovery Basis**
Troma	**82%**
Talon / Taste / Tann / Tassel	**86%**
Twang	**Analysis/Sample/Recovery basis**
Trill	**Analysis/Sample/Recovery Basis**
Thigh	**Analysis/Sample/Recovery Basis**

Thirl	**Analysis/Sample/Recovery Basis**
Thorn	**Analysis/Sample/Recovery Basis**
Twirl	**Analysis/Sample/Recovery Basis**
Terse / Tetra / Tesla	**54.50%**
Zorba	**Analysis/Sample/Recovery Basis**
Throb	**60.50%**

Aluminium Scrap Metal Table

5. By amending the wording of paragraph 4.6 following the list of ISRI grades by the deletion of the words: "…the monthly average Metal Bulletin, fob Rotterdam price…" and the insertion of the words: "…the daily, weekly, monthly or quarterly average Metal Bulletin, fob Rotterdam price…"

6. By the deletion of paragraph 4.10 and amending the number of paragraph **"**4.11**"** to **"**4.10**"**.

7. By the substitution of paragraph 8.16 with the following paragraph:

   8.16 If a consumer makes arrangements to inspect and/or physically inspects scrap metal on offer, and after such arrangements and inspection with the seller/applicant, a valid offer is not accepted for an invalid reason as envisaged by the PPS guidelines, the seller/applicant must compensate the consumer for reasonable costs incurred as a result of the inspection/ arrangements to inspect.

8. These amendments to the PPS Guidelines will come into effect on the date of publication thereof in the Government Gazette.

DEPARTMENT OF TRANSPORT

NOTICE 306 OF 2021

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) Cympidium Safety Group (Pty) Ltd. (B) 17 Bok Ave, Discovery, Roodepoort Gauteng,1709. (C) Class III. (D) Type G3, G4 & G16 (RPAS). (E) Category H1.

APPENDIX II

(A) Full Name and trade name of the applicant. (B) Full business or residential address of 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.

(A) Agizo Aerial Services (Pty) Ltd. (B) 6 East Street, Halfway Gardens, Midrand, 1686. (C) Class III; G1422D. (D) Type G3, G4 & G16 (RPAS). (E) Category A4, H1 & H2. **Changes to the MP:** Matheri Kangethe replaces Daniel Mwape as the RP: Aircraft & RP: Flight Operations.

DEPARTMENT OF TRANSPORT

NOTICE 307 OF 2021

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 application hereof. It must be stated whether the party or parties making such representation is / are prepared to be represent or represented at the possible hearing of the application.

APPENDIX II

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class and number of licence in which the amendment is made. (D) Type of International Air Service in respect which amendment was made. (E) Category or kind of aircraft in respect of which license was made. (F) Airport in respect of which the amendment was made. (G) Area to be served. (H) Frequency of flight of which the amendment was made. (I) Condition under which amendment was made.

(A) CemAir (Pty) Ltd; CemAir / FlyCemAir. (B) Hangar 6 Eastern Precinct, OR Tambo International Airport, Bonaero Park, 1622. (C) Class I & II; I/S231 & I/N189. (D) Type S1, S2, N1 & N4. (E) Category A1, A2 & A3. (F) OR Tambo International Airport. **Change to the MP:** Mbongeni Mnisi replaces Graig Ninneman as the Quality Assurance Manager. (G) & (H) **Adding the following.**

State	Destination	Frequencies
Ghana	Accra	Seven (7) return flights per week.

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 430 **21 May 2021**

AGRICULTURAL PRODUCT STANDARDS ACT, 1990 (ACT No. 119 OF 1990)

STANDARDS AND REQUIREMENTS REGARDING CONTROL OF THE EXPORT OF CITRUS FRUITS: AMENDMENT

I, Billy Malose Makhafola, appointed as Executive Officer in terms of section 2(1) of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990), hereby give notice under section 4(3) (c) of the said Act, that –

(a) the standards and requirements regarding control of the export of Citrus fruits as stipulated in Government Notice No. R. 1983 of 23 August 1991 and promulgated in Government Notice No. 1209 of 5 May 2000;No. 774 of 24 May 2002; No. 859 of 28 March 2003; No. 271 of 27 February 2004; No. 260 of 24 March 2005; No. 338 of 3 March 2006; No 193 of 23 February 2007; No. 153 of 1 February 2008; No. 173 of 20 February 2009; No. 199 of 19 March 2010; No. 265 of 29 April 2011; No. 52 of 7 February 2014; No. 132 of 20 February 2015; No. 424 of 15 April 2016; No. 468 of 04 May 2018 are hereby further amended; and

(b) the standards and requirements mentioned in paragraph (a) –

(i) shall be available for inspection at the office of the Executive Officer: Agricultural Product Standards, Harvest house, 30 Hamilton Street, Arcadia, Pretoria;

(ii) may be obtained from the Executive Officer: Agriculture Product Standards, Department of Agriculture, Private Bag x343, Pretoria, 0001, Tel. (012) 319 – 6051 or Fax (012) 319 – 6055 or email: Madibaw@Dalrrd.gov.za on payment of the prescribed fees or from http://www.Dalrrd.gov.za and

(iii) shall come into operation seven days after publication of this notice.

B. M. MAKHAFOLA

Executive Officer: Agricultural Product Standards

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 431 **21 May 2021**

GENETICALLY MODIFIED ORGANISMS ACT, 1997

(ACT No. 15 OF 1997)

REGULATIONS: AMENDMENTS

The Minister of Agriculture, acting under section 20 of the Genetically Modified Organisms Act, 1997 (Act No.15 of 1997), has made the following regulations in the Schedule.

SCHEDULE

Definition

1. In this Schedule "the Regulations" means the regulation published by Government Notice No.R 1420 of 26 November 1999, as amended by Government Notice Nos. R.828 of 21 June 2002, R.576 of 2 May 2003 and R.495 of 23 April 2004, R.478 of 27 May 2005, R.130 of 17 February 2006, R.41 of 26 January 2007, R.172 of 15 February 2008, R.46 of 30 January 2009, R.175 of 12 March 2010, R.106 of 18 February 2011, R.88 of 10 February 2012, R214 of 16 March 2012, R.89 of 08 February 2013, No.96 of 14 February 2014, No.38458 of 13 February 2015, No.39679 of 12 February 2016, No.40621 of 17 February 2017, No.41321 of 15 December 2018, No.42230 of 15 February 2019 and No.43035 of 21 February 2020.

Substitution of Table 2 of the Regulations

2. The following table is hereby substituted for Table 2 of the Regulations with effect from 01 April 2021:

"TABLE 2"

FEES PAYABLE

Application	Fees
1. Importation and exportation of genetically modified organisms	R 655.00 each
2. Contained use of genetically modified organisms	R 1 922.00 each
3. Trial release of genetically modified organisms	R 4 570.00 each
4. General release or commodity clearance of genetically modified organisms	R 35 492.00 each
5. Appeal	R 6 979.00 each
6. Extension of existing field trial or contained use permit	R 572.00 each
7. Registration of facilities	R 669.00 each
8. Commodity use permit	R 397.00 each

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 432 **21 May 2021**

PLANT BREEDERS' RIGHTS ACT, 1976 (ACT NO. 15 OF 1976)

REGULATIONS RELATING TO PLANT BREEDERS' RIGHTS: AMENDMENT

The Minister of Agriculture, Land Reform and Rural Development acting under section 44 of the Plant Breeders' Rights Act, 1976 (Act No. 15 of 1976), has made the regulations set out in the Schedule.

SCHEDULE

Definition

1. In this Schedule 'the Regulations' means the regulations published by Government Notice No. R1186 of 12 September 1997, as amended by Government Notices Nos. R.1582 of 28 November 1997, R. 867 of 3 July 1998, R. 1285 of 16 October 1998, R. 323of 19 March 1999, R. 604 of 14 May 1999, R. 1271 of 29 October 1999, R. 392 of 20 April 2000, R. 690 of 14 July 2000, R. 1078 of 3 November 2000, R. 387 of 18 May 2001, R. 667 of 27 July 2001, R. 512 of 3 June 2005, R. 545 of 15 June 2006, R. 1272 of 25 November 2008, R. 287 of 13 March 2009, R. 103 of 19 February 2010, R. 517 of 17 June 2011, R. 100 of 28 December 2012, R.90 of 14 February 2014, R. 82 of 13 February 2015, R. 39679 of 12 February 2016 and R. 40621 of 17 February 2017, R. 1399of 15 December 2018, No.42230 of 15 February 2019 and No. 43035 of 21 February 2020.

Substitution of Table 2 of the Regulations

2. The following table is hereby substituted for Table 2 of the Regulations with effect from 1 April 2021.

TABLE 2

FEES PAYABLE W.R.T. PLANT BREEDERS' RIGHTS: 1 APRIL 2021

No.	Purpose	Amount
1.	An application for the Plant Breeders' Right [Reg. 3(2)(f)]	R 2 778,00 each
2.	Examination fee for a plant breeders' right: Category A (agronomic,vegetable and pasture crops and annual ornamentals) [Reg. 3(2)(g) and /en (9)(1)]	R 4 557,00 each
3.a	Examination fee for a plant breeders' right: Category B (fruit, vines, citrus and perennial ornamentals) [Reg. 3(2)(g) and /en (9)(1)]	R 6 173,00 each
3.b	Examination fee for a plant breeders' right: Category B (white and yellow maize) [Reg. 3(2)(g) and /en (9)(1)]	R 5 203,00 each
4.	A claim to give priority in terms of section 8(2) of the Act to an application for the grant of the plant breeders' right [Reg. 4(2)(c)]	R 1 441,00 each
5.	An objection to the grant of a plant breeders' right [Reg. 8(1)(e)]	R 8 964,00 each
6.	Provision of results of tests and trails undertaken by the registrar, to the appropriate in a convention country or an agreement country [Reg. 9(3)]	Tariff to fluctuate with exchange rate. 350 CHF (Swiss Francs)
7.	Obtaining of results of tests and trials in the event that such test and trials are undertaken by another appropriate authority in another country[Reg. 9(3)]	Tariff to fluctuate with exchange rate. 350 CHF (Swiss Francs)
8.	Annual fee for a plant breeders' right [Reg. 13(1)(d)]	R 441,00 each
9.	An application for the issue of a compulsory licence in respect of a plant breeders' right [Reg. 13(1)(d)]	R 7 245,00 each
10.	Notice of the transfer of a plant breeders' right [Reg. 14(2)(b)]	R 1 204,00 each
11.	An application for the alteration or supplementation of the denomination approved for a variety [Reg. 15(1)(b)]	R 2 924,00 each
12.	An objection against the intended approval of an alteration or supplementation of the denomination approved for a variety [Reg. 15(3)(e)]	R 1 204,00 each
13.	An objection against the intended termination of a plant breeders' right [Reg. 16(1)(f)]	R 1 204,00 per right
14.	A notice of the voluntary surrender of plant breeders' right [Reg. 17(1)(b)(i)]	Free
15.	Inspection of the register of plant breeders' right [Reg. 20(2)]	Free
16.	Inspection of a document submitted to the registrar in connection with an application for the grant of a plant breeders' right [Reg. 21(2)]	R 736,00 per occasion
17.	A copy of any particulars in the register or of a document submitted to the registrar in connection with an application for the grant of a plant breeders' right [Reg. 21(2)]	R 13,00 per application plus R 2.00 per photocopy
18.	Submission of appeal against any decision or action taken by the registrar in terms of the Act [Reg.21(2)]	R 6 202,00 each
19.	Examination of sample to determine varietal purity	R 4 557,00 (Cat A) R 6 173,00 (Cat B) R 5 200,00 (Cat B maize

DEPARTMENT OF ECONOMIC DEVELOPMENT

NO. 433 **21 May 2021**

CMS Council for Medical Schemes

competition commission south africa

MEMORANDUM OF UNDERSTANDING
("MOU")

Entered into between

THE COMPETITION COMMISSION OF SOUTH AFRICA
("the Commission")

a juristic person established in terms of section 19 of the Competition Act No. 89 of 1998 as amended, ("the Competition Act"), herein duly represented by Mr. Tembinkosi Bonakele, in his capacity as the Commissioner of the Competition Commission of South Africa

And

THE COUNCIL FOR MEDICAL SCHEMES
(Hereinafter referred to as "the Council ")

a juristic person established in terms of section 3 of the Medical Schemes Act No. 131 of 1998 ("the Medical Schemes Act"), herein duly represented by Dr. Sipho Kabane in his capacity as the Registrar of the Council for Medical Schemes

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PREAMBLE

The Commission is mandated to, *inter alia*, investigate and evaluate restrictive practices, abuse of dominant position, exemptions and mergers, as well as conducting market inquiries.

The Council is established in terms of the Medical Schemes Act 131 of 1998, (the "Medical Schemes Act") to regulate the registration and control of activities of medical schemes, to provide for measures or the co-ordination of medical schemes and incidental matters. The Council's mandate among others is to protect the interests of the beneficiaries of medical schemes at all times; To control and coordinate the functioning of medical schemes in a manner that is complementary with the national health policy; Make recommendations to the Minister of Health on criteria for the measurement of quality and outcomes of the relevant health services provided by medical schemes; Investigate complaints and settle disputes in relation to the affairs of medical schemes; Collect and disseminate information about private health care; Advise the Minister on any matter concerning medical schemes.

The Commission and the Council have concurrent jurisdiction in respect of competition matters as set out in section 63 of the Medical Schemes Act 131 of 1998, (the "Medical Schemes Act") and the Commission and the Council recognise that their respective mandates are mutually reinforcing and should thus encourage the optimal utilisation of the most effective remedies available between the two institutions, as the case may be.

This MOU shall, on an ongoing basis, be reviewed to accommodate developments incidental to matters that require co-operation between the two statutory bodies in the medical scheme industry. The review shall take into account prevailing legal precedents, legislative amendments, the promulgation of regulations, and policy reviews, as the case may be.

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Therefore the Commission and the Council agree as follows:

1. INTERPRETATION

In the interpretation of any terminology used in this MOU, any word or expression to which a meaning is assigned in the Competition Act, Medical Schemes Act and its regulations has the meaning assigned to it unless otherwise specified.

2. OBJECT OF THE MOU

2.1. This MOU is entered into to establish the manner in which the Commission and the Council will interact with each other to enable them to, *inter alia*:

2.1.1. Effectively coordinate the exercise of concurrent jurisdiction powers when making decisions in relation to merger transactions and complaints involving medical schemes, medical scheme administrators and brokers;

2.1.2. apply a consistent interpretation and application of the principles of competition when exercising their powers and their respective functions in terms of their enabling legislation in relation to medical schemes;

2.1.3. timeously provide each other with the necessary information in respect of the investigation of anti-competitive practices, complaints, regulation of mergers and acquisitions, as well as research developments or studies within the medical schemes industry as well as on aspects of the Commission's Health Market Inquiry recommendations that relate to the Council.

3. PRINCIPLES OF CO-OPERATION

3.1. In order to achieve the purposes of this MOU, the Parties have adopted and will comply with the principles of co-operation set out below:

3.1.1. the Parties will cooperate in mutual trust and good faith;

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3.1.2. the Parties will assist and support each other in respect of agreed-upon services and commitments between them in terms of this MOU;

3.1.3. the Parties will inform each other of, and consult each other on matters of common interest; and

3.1.4. the Parties will avail to each other the necessary support for the successful performance of the tasks and programmes envisaged in this MOU.

3.2. This MOU does not affect the independence of the Commission and the Council in respect of fulfilling their mandate in terms of the respective legislation with which they must comply.

4. LEGISLATIVE FRAMEWORK

4.1. Section 21(1) (h) read with sections 3(1A)(b) and 82 (1) and (2) of the Competition Act 89 of 1998 as amended ("the Competition Act"), state that the Commission is responsible to negotiate agreements with any regulatory authority according to which concurrent jurisdiction is exercised over competition matters within the relevant industry or sector, and to ensure the consistent application of the principles of the Competition Act;

4.2. Section 8 (c) of the Medical Schemes Act empowers the Council to conclude an agreement with any person including the State or any other Institution in support of CMS's mandate.

4.3. Section 41 (h) of the South African Constitution obliges all spheres of Government to co-operate with one another in mutual trust and good faith through:

4.3.1. Informing one another of, and consulting one another on matters of mutual interests;

4.3.2. Coordinating their actions and legislation with one another;

4.3.3. Supporting and assisting one another; and

4.3.4. Avoiding legal proceedings against one another.

4.4. Section 41 (1) (g) provides that all spheres of government and all organs of state within each sphere must exercise their powers and perform their functions in a manner that does not encroach on the functional jurisdiction of another.

5. COMPLAINTS

5.1. Where a complaint is lodged regarding practice or conduct in respect of which the Commission and the Council have concurrent jurisdiction, the following process will be followed to the extent possible:

5.1.1. The regulator that receives the complaint ('the Recipient Regulator") may notify the other regulator in terms of this Agreement;

5.1.2. The Commission and Council may consult with each other in respect of the complaint;

5.1.3. The Recipient Regulator may notify the complainant(s) that the Commission and Council will consult each other in terms of this MOU;

5.1.4. In consulting each other in respect of the complaint, the parties must have regard to the principle that –

5.1.4.1. the Commission is to exercise primary authority to detect and investigate alleged prohibited practices to give effect to the Competition Act; and

5.1.4.2. the Council must promote competition in the private health care sector in terms of the Medical Schemes Act and its Regulations.

5.1.4.3. The Recipient Regulator may, in its discretion, advise the complainant(s) as soon as reasonably possible of the outcome of the consultation between the Commission and Council;

5.1.4.4. The Recipient Regulator may give the complainant(s) further directions regarding the investigation of the complaint in question;

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5.1.4.5. If the matter is dealt with by the Commission, representatives from the Council may, at the request of the Commission, participate in the matter through inter alia attending meetings when required; providing inputs during the case investigation and making representations at the Competition Tribunal hearing if necessary.

5.1.4.6. If the matter is dealt with by the Council, representatives from the Commission may, at the request of the Council, participate in the matter through *inter alia* attending meetings, providing inputs during the case investigation and making representations at the Councils' proceedings if necessary.

5.1.4.7. If it is decided in the consultation process, contemplated above, that the Council will deal with the matter, the Commission may, in its discretion, issue a notice of non-referral to the complainant, in terms of Section 50(2)(b) of the Competition Act, and in instances where the Commission is the Recipient Regulator, the complainant(s) shall not be precluded from referring the complaint directly to the Competition Tribunal in terms of section 51(1) of the Competition Act.

5.2. Nothing in the consultation procedures contemplated herein shall detract from the jurisdiction of the Commission or the jurisdiction of the Council to receive and deal with complaints in terms of their enabling statutes as they deem fit, or preclude the public from lodging complaints with both the Commission and the Council concurrently.

5.3. Where a complaint relates to practice or conduct where either the Commission or the Council has jurisdiction, but there is no concurrent jurisdiction, the following shall apply:

5.3.1. The complaint may be lodged with the regulator that has jurisdiction;

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5.3.2. If upon receiving a complaint, the Recipient Regulator is of a view that it does not have jurisdiction over the matter, the Recipient Regulator may advise the complainant(s) accordingly and recommend that the complainant refer the complaint to the relevant regulator.

5.3.3. If the Council is the Recipient Regulator that has jurisdiction, it may in its discretion liaise and consult with the Commission where the input of the Commission is sought with respect to relevant considerations of competition issues to take into account;

5.3.4. The Commission shall be entitled to do likewise when it is the Recipient Regulator with jurisdiction, and may, in its discretion liaise and consult with the Council where the input of the Council is sought on regulatory issues subject to the jurisdiction of the Council;

5.3.5. The decision by the Commission and the Council to consult each other shall be discretionary and voluntary, and either party shall be entitled, with or without consultation, to make its independent decision in respect of the complaint in terms of its enabling legislation;

5.4. When the Commission and the Council consult each other, as contemplated in this MOU, they shall do so at no cost to each other.

6. MERGER TRANSACTIONS

6.1. Where a merger transaction ("transaction") requires the approval of both the Commission and the Council, such as one involving the amalgamation of the business of medical schemes or the transfer of any business from a medical scheme to any other medical scheme the Commission and the Council shall consider the transaction in accordance with their enabling legislation. The merging parties shall submit applications containing the required information to both the Commission (in accordance with the Competition Act) and the Council (in accordance with section 63 of the Medical Schemes Act) for their respective consideration.

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6.2. The Commission and the Council shall make independent determinations based on the criteria and mandates of their respective legislative and regulatory frameworks. In arriving at these determinations, the Commission and the Council may consult each other in as far as competition matters are concerned.

6.3. When consulting each other in terms of sub-clause 6.2 above, the Commission and the Council must have regard to the principle that:

6.3.1. the Commission is to exercise primary authority in the review of mergers in any industry, including the medical scheme industry, as required to give effect to the Competition Act; and

6.3.2. the Council is to exercise primary authority to establish conditions within the medical scheme industry as required to give effect to its applicable statutes.

6.4. Where a transaction requires the approval of either the Commission or the Council, but not of both, the Council and the Commission may consult each other to ensure the consistent application of competition principles and/or regulatory issues to the transaction in question.

7. HEALTH MARKET INQUIRY ("HMI")

7.1. The Commission and the Council may consult and co-operate with each other, regarding health policy matters relating to competition in the medical schemes industry and the South African healthcare sector; in addition to case-related investigations (enforcement and mergers and acquisitions).

7.2. The Commission and the Council may provide mutual support regarding the implementation of the key recommendations of the HMI that impact the role of the Council. This includes issues pertaining to:

7.2.1. Development of the single base package for medical schemes, aligned with the review of Prescribed Minimum Benefits (PMBs);

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7.2.2. Review of regulations relating to Trustees, Principal Officers and Administrators to improve Medical Scheme accountability;

7.2.3. Multi-lateral tariff negotiation framework for PMBs and Reference Price List for non-PMBs;

7.2.4. Designated Service Provider (DSP) agreements that may raise competition issues;

7.2.5. Quality and outcomes monitoring; and

7.2.6. Any other matters requiring cooperation in relation to the HMI recommendations.

8. ADVICE

8.1. The Council may request and receive advice from the Commission, in respect of regulatory aspects falling under the competency of the Commission.

8.2. The Commission may request and receive advice from the Council in respect of regulatory aspects falling under the competency of the Council.

8.3. All requests for advice or information by either regulatory authority will be submitted in writing.

8.4. The regulatory authority seeking advice or information must indicate a deadline before or upon which such advice or information should be given by the other regulatory authority.

8.5. The Commission and the Council may consult each other under this MOU at no cost to each other.

8.6. Should either regulatory authority consider a matter before it, in terms of a timeline, such regulatory authority would share with the other, its expected process, and the other regulatory authority would cooperate to the best of its ability, towards achieving the targets set out in the project timelines.

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8.7. The Commission and the Council may, upon request from each other, participate in each other's proceedings in an advisory capacity;

9. ESTABLISHMENT OF THE JOINT WORKING COMMITTEE

9.1. A Joint Working Committee ("the Committee") constituted by representatives of the Commission and the Council, as nominated by the respective regulators, shall be established pursuant to this MOU and shall function for the duration of this MOU.

9.2. The functions of the Committee shall be:

9.2.1. To manage and facilitate co-operation and consultation in respect of matters dealt with by each regulator in terms of this MOU;

9.2.2. To propose, when necessary, any amendment of or supplementation to this MOU;

9.2.3. To advise management of both the Commission and the Council on issues affecting the medical schemes industry and competition in South Africa as the case may be, and make recommendations on how to deal with same. Such advice shall be on, but not limited to the following:

9.2.3.1. Types of conduct or transactions affected by both the Competition Act and the Medical Schemes Act and its regulations in respect of which concurrent jurisdiction is to be exercised by the two regulators;

9.2.3.2. International approaches to issues of overlap concerning jurisdiction between the Commission and the Council, as the case may be;

9.2.3.3. Amendments to the relevant or applicable statutes that may be necessary from time to time; and

9.2.3.4. Policy considerations and any other related matter.

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9.3. The Committee shall meet regularly, but no less than once per quarter, to ensure both regulatory authorities are aware of developments in areas of common interest.

10. INSTITUTIONAL CONTACT PERSONS

For purposes of this MOU:

10.1. The Divisional Manager: Advocacy will be the main contact person at the Commission.

10.2. The General Manager of Stakeholder Relations will be the main contact person at the Council.

10.3. Should the regulatory authorities have to exchange information, because of discussions at the Committee, the processes set out in this MOU shall be followed.

11. EXCHANGE OF INFORMATION

11.1. Subject to paragraph 12 below, the Commission and the Council may exchange information as may be necessary to give effect to this MOU.

11.2. The Commission and the Council may inform each other of any decision/judgement that either of them has taken in respect of the anti-competitive practice or conduct involving the same respondent, in so far as it pertains to competition matters.

11.3. The Commission and Council may exchange information on identified areas of concurrent jurisdiction, and provide for the protection of confidential information

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12. CONFIDENTIALITY

12.1. Any information shared by the Commission and the Council pursuant to this MOU must be used only for lawful purposes in matters of concurrent jurisdiction.

12.2. Any request made by either of the parties for confidential information in possession of the other shall be dealt with in accordance with the procedures set out in the parties' respective enabling legislation or policies or procedures.

12.3. The party providing confidential information pursuant to this MOU shall clearly indicate what information is identified as confidential to the requesting party.

12.4. The parties shall ensure that confidential information accordingly disclosed to them remains confidential and is not placed in the public domain through any negligent or wilful conduct on its behalf.

12.5. To the extent permitted by law, the Commission and the Council shall hold confidential information received from each other pursuant to this MOU and shall not otherwise disclose such information except when required to do so by the law or an order of a Court or a Tribunal.

12.6. The Commission and the Council shall, before disclosing such confidential information or a part thereof when required to do so by the law or an order of a Court or a Tribunal, notify each other of the law or an order of a Court or Tribunal requiring such disclosure.

12.7. The sharing of confidential information, in accordance with this MOU, relies on the assurances given in 12.1; 12.2;12.3; 12.4 and 12.5 above and shall not constitute a waiver of any legally recognizable grounds for refusing disclosure of information.

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12.8. Where confidential information is disclosed either by the Commission or the Council in contravention of this MOU, such disclosing party shall be solely liable in law for such disclosure.

12.9. Any of the parties may in its discretion decline a request for confidential information made in terms of this MOU.

13. GENERAL PROVISIONS

13.1. The provision of, or request for information under this MOU may be denied:

13.1.1. where compliance would require the Commission or the Council to act in a manner that would violate the applicable law;

13.1.2. under circumstances where there is an imminent risk to national security; or

13.1.3. when compliance with a request or provision of information would interfere with an ongoing investigation in circumstances where prejudice to the investigation is likely to outweigh the adverse effects of denying the information.

13.2. No provision of this MOU shall give rise to a right on the part of any person, entity or organ of the state other than the Commission and the Council, directly or indirectly, to obtain any information or to challenge the execution of a request for information under this MOU.

13.3. The provisions set forth under clauses 11 and 12 must prevail with respect to any information provided or actions taken under this MOU prior to its termination.

14. NON-VARIATION

14.1. This MOU constitutes the whole of the agreement between the parties relating to the subject matter hereof.

King Tembinkosi Bonakele
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Signed by King Tembinkosi Bonakele,

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14.2. No amendment or consensual cancellation of this MOU or any term of this MOU, including this clause shall be binding unless recorded in a written document signed by duly authorised representatives of both regulators.

15. TERMINATION OF PREVIOUS AGREEMENTS

This MOU terminates existing agreements entered into between the Commission and the Council.

16. EFFECTIVE DATE OF THE MOU

This MOU comes into force on the date on which it is last signed by the persons authorized to act on behalf of both the regulators.

17. DURATION OF THE MOU

This MOU must remain in force until it is amended or repealed by both regulators acting jointly.

18. REVIEW OF THE MOU

This MOU shall, on an ongoing basis, be reviewed to accommodate developments incidental to matters that require co-operation between the two regulators. The review shall take into account prevailing legal precedents, legislative amendments, the promulgation of regulations, and policy reviews, as the case may be.

King Tembinkosi Bonakele
29/03/2021 17:44:11 (UTC+02:00)
Signed by King Tembinkosi Bonakele,

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19. DISPUTE RESOLUTION

Should any dispute or difference arise between the two regulators with regard to interpretation and/or implementation of any one or more of the provisions of this MOU, such dispute or difference must be resolved in a manner other than through judicial or arbitration proceedings. In the event of such dispute, the representative of the respective entities as stated in clause 10 shall meet with the view of resolving the impasse between the entities.

20. DOMICILIUM CITANDI ET EXECUTANDI

The regulators choose the following addresses as their respective *domicilium citandi et executandi* for purposes of this MOU:

THE COMPETITION COMMISSION
The DTI Campus
Mulayo (Block C),
77 Meintjies Street,
Sunnyside,
Pretoria
CONTACT PERSON: Ms Khanyisa Qobo

THE COUNCIL FOR MEDICAL SCHEMES
Block A, Eco Glades 2 Office Park
420 Witch Hazel Avenue
Eco Park
Centurion
0157
CONTACT PERSON: Ms. Mmatsie Mpshane.

King Tembinkosi Bonakele
29/03/2021 17:44:36 (UTC+02:00)
Signed by King Tembinkosi Bonakele,

THUS, DONE AND SIGNED IN PRETORIA ON THIS 25 DAY OF March 2021

King Tembinkosi Bonakele
29/03/2021 17:45:08 (UTC+02:00)
Signed by King Tembinkosi Bonakele,

SIGNIFLOW.COM

Mr. Tembinkosi Bonakele
Commissioner: Competition Commission SA

As witnesses:

Daniela Bove
30/03/2021 12:07:22 (UTC+02:00)
Signed by Daniela Bove,
DanielaB@compcom.co.za

Sipho Mtombeni
30/03/2021 12:30:36 (UTC+02:00)
Signed by Sipho Mtombeni,
siphom@compcom.co.za

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Dr Sipho Kabane
Registrar: Council for Medical Schemes

As witnesses:

1.

2.

DEPARTMENT OF ECONOMIC DEVELOPMENT

NO. 434 **21 May 2021**

MEMORANDUM OF UNDERSTANDING

Entered into by and between

The Competition Commission

(Hereinafter referred to as "the Commission")

A juristic person established in terms of Section 19 of the Competition Act, No. 89 of 1998, as amended, herein duly represented by Mr Tembinkosi Bonakele in his capacity as the Commissioner of the Competition Commission

And

The Federation of Governing Bodies of South African Schools

(Hereinafter referred to as "FEDSAS")

A non-profit organisation registered in terms of the Non-profit Organisation Act, No. 79 of 1997, with registration number 128-598 NPO, herein represented by Paul Colditz in his capacity as the Chief Executive Officer.

(Hereinafter jointly referred to as "the Parties")

King Tembinkosi Bonakele
30/03/2021 13:02:02 (UTC+02:00)
Signed by King Tembinkosi Bonakele,

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King Tembinkosi Bonakele
30/03/2021 13:02:22 (UTC+02:00)
Signed by King Tembinkosi Bonakele,

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PREAMBLE

WHEREAS the Commission is mandated to, inter alia, investigate and evaluate restrictive practices, abuse of dominant position, exemptions and mergers, as well as conducting market inquiries; and to promote the efficiency, adaptability and the development of the South African economy.

WHEREAS FEDSAS is the national representative organisation for governing bodies of public schools and has a total of 2070 school governing bodies as members. The organisation has established national and provincial structures to provide a service to all their members across the country. It focuses on the development of capable school governing bodies by providing independent, expert advice to its members.

WHEREAS FEDSAS's function is, *inter alia*, to assist its members with matters across the entire spectrum of school governance, including staff appointments, labour relations, strategic planning, financial management, the procurement of goods and services, as well as compliance with, *inter alia*, the Competition Act, No. 89 of 1998, as amended ("the Competition Act")

AND WHEREAS FEDSAS acknowledges that compliance with competition law by schools in the procurement of goods and services is essential to ensure markets operate efficiently and competitively, and that it must build capacity, establish and maintain the necessary expertise to monitor and manage anti-competitive conduct which can be perceived as fostering anti-competitive behaviour by schools.

AND WHEREAS The Commission and FEDSAS recognise the importance of co-operation with one another in mutual trust and good faith by, inter alia, assisting and supporting one another and informing one another of conduct which will have an anti-competitive outcome and will harm parents.

King Tembinkosi Bonakele
30/03/2021 13:02:46 (UTC+02:00)
Signed by King Tembinkosi Bonakele,
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NOW THEREFORE, the Parties agree to conclude this Memorandum of Understanding ("MOU") as follows:

1. INTERPRETATION

1.1. In the interpretation of any term used in this MOU, any word or expression to which a meaning is assigned in the South African Schools Act 84 of 1996, the Non-profit Organisation Act of 1997 and the Competition Act, No. 89 of 1998, as amended, has the meaning assigned to it unless otherwise specified.

1.2. In this MOU, unless inconsistent with the context, the following expressions and words bear the meanings set out below and derivative expressions and words will have corresponding meaning:

1.2.1. "Commission" means the Competition Commission, a juristic entity established in terms of the Competition Act;

1.2.2. "Competition Act" means Competition Act, No. 98 of 1998, as amended from time to time;

1.2.3. "Complaint" means a complaint against a FEDSAS member lodged by a third party with the Commission in terms of Section 49B(2)(b) of the Competition Act or initiated by the Commission in terms of Section 49B(1) of the Competition Act;

1.2.4. "DBE Circular" means a circular that was distributed by the National Department of Basic Education ("DBE") in May 2015 to all Members of the Executive Councils of Provincial Education Departments, Heads of Departments of Provincial Education Departments, District Managers of Provincial Education Departments, School Governing Body Associations and school principals.

1.2.5. "FEDSAS" means The Federation of Governing Bodies of South African Schools, a non-profit organisation registered in terms of the Non-profit

Organisation Act No. 79 of 1997 with registration number 128-598 NPO;

1.2.6. "Goods and services" means all external procurement and contracting conducted by the school. This includes, though is not limited to, the following list:

1.2.6.1. Teaching and learning material (textbooks, stationery, copying and other educational material)

1.2.6.2. Equipment for the school (such as school uniforms, sports clothes and sports equipment)

1.2.6.3. Services for the maintenance and improvement of school property (such as cleaning services and plumbers)

1.2.6.4. The procurement of equipment and other assets (such as computers and computer programmes, furniture, office equipment, media equipment, audio-visual equipment and vehicles)

1.2.6.5. Building and construction (new buildings, building systems and infrastructure services, as well as their improvement and replacement)

1.2.6.6. Lease agreements (copiers, fax machines and buildings)

1.2.6.7. Businesses run on school property (such as the tuck or clothing shop)

1.2.6.8. Other, diverse ad hoc services approved by the governing body

1.2.7. "Governing Body" means a governing body contemplated in section 16(1) of the South African Schools Act 84 of 1996;

1.2.8. "MOU" means this Memorandum of Understanding including all annexures, schedules and addenda attached hereto;

1.2.9. "Non-profit Organisation Act" means the Non-profit Organisation Act No. 79 of 1997;

1.2.10. "Party" means each party to this MOU being either FEDSAS or the Commission and "Parties" has a corresponding meaning;

1.2.11. "'Prohibited practice' means a practice prohibited in terms of Chapter 2 of

the Competition Act;

1.2.12. "Schools" means FEDSAS Member Schools;

1.2.13. "Schools Act" means the South African Schools Act No. 84 of 1996;

1.2.14. "Signature Date" means the date of signature of this MOU by the party last signing;

1.3. The headings of the clauses in the MOU are for purposes of convenience and reference only, and shall not be used in the interpretation of, nor modify, nor amplify the terms of this MOU or any clause hereof.

1.4. Unless the context indicates otherwise:

1.4.1. a reference to a person includes natural persons, juristic persons, partnerships and trusts;

1.4.2. a reference to the singular includes the plural and vice versa; and

1.4.3. one gender includes the other genders.

2. THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

2.1. The Commission and FEDSAS acknowledge that procurement practices of schools may lead to anti-competitive outcomes, such as a reduction of choices for parents of learners, and/or higher prices of school uniforms and other goods and services procured by schools.

2.2 This MOU is entered into to establish the manner in which the Commission and FEDSAS will co-operate with each other to enable FEDSAS to, *inter alia*:

2.2.1 advocate for schools to comply with competition law principles including, inter alia, the School Uniform Guidelines

2.2.2. assist the Commission in monitoring the compliance of schools to the provisions set out in the School Uniform Guidelines

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2.2.3. assist the Commission with the resolution of complaints by parents regarding non-compliance of specify schools to the pro-competitive principles governing the school uniform procurement process.

3. PRINCIPLES OF CO-OPERATION

3.1 This MOU is entered into on the basis of mutual respect, in the spirit of goodwill and in no way affects the independence of the Parties hereto.

3.2 The Parties agree to support each other in identifying and investigating the behavior of Schools, within the scope of services offered by FEDSAS, that may be in contravention of the Competition Act in relation to when Schools design their uniforms, set policies in this regard, as well as when they determine the manner in which the School's respective uniform items and other goods and services are sourced, procured and supplied to parents of learners attending the respective Schools including, but not limited to –

Education and Awareness

3.2.1. Collaboration on efforts to educate and raise awareness on anti-competitive procurement or sourcing practices by inter alia developing and sharing relevant educational materials for schools and participating in each other's conferences, workshops or promotions on any other relevant communication platform.

King Tembinkosi Bonakele
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Signed by King Tembinkosi Bonakele,
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Addressing Anti-competitive Procurement Process

3.2.2. Promoting and endorsing pro-competitive practices by ensuring that schools comply with the principles as follows;

3.2.2.1. that uniform items are as generic as possible and that unique school items are limited to only a few items;

3.2.2.2. that suppliers of school uniform are appointed through a competitive process;

3.2.2.3. that more than one supplier is appointed where it is feasible to do so;

3.2.2.4. that the duration of supplier contracts is limited to no longer than 5 years.

Monitoring of Compliance

3.2.3. The Parties shall collaborate on efforts to ensure compliance to the principles that promote pro-competitive sourcing of school uniform through actively encouraging all member schools to sign undertakings or commitment to practice pro-competitive procurement.

3.2.4. The Parties shall collaborate on implementation of measures and controls aimed at mitigating anti-competitive conduct by all member schools, including supporting the Commission in administering compliance related communique to schools.

3.2.5. FEDSAS shall as far as reasonably possible assist the Commission administer its compliance measures by inter alia;

3.2.5.1. collecting and collating information required by the Commission from the member schools including but not limited to compliance tracking questionnaire,

3.2.5.2. providing the Commission with a status update annually on the number of undertakings signed, the number of complaints or queries received against any their member schools pertaining to school uniform, the number of schools still having exclusive agreements in place, the number of schools still having long-term agreements in place and any other information that would be useful for purposes of tracking of compliance.

3.2.6. FEDSAS shall provide the Commission with such status update no later than 30 September of each year.

3.2.7. The Commission shall assess the information provided by FEDSAS and provide feedback on the compliance of member schools.

4. DEALING WITH QUERIES FROM PARENTS ON SCHOOL UNIFORM

4.1. In instances where parents, guardians or other school stakeholders have complaints regarding the procurement of school uniform by a specific school, FEDSAS shall assist the Commission in resolving such disputes following these principles;

4.1.1. Advising parents to refer all queries and complaints related to member schools to FEDSAS as the first line of resolution.

4.1.2. Mediating in and taking all reasonable steps to resolve the dispute between the aggrieved party and the respective member school.

4.1.3. Advise the Commission in writing on the outcomes of the resolution of the dispute.

4.2. In the instance where Fedsas is unable to successfully resolve the issue between the party lodging the Query and its member school, FEDSAS shall provide a report to the Commission who may decide to further investigate the matter.

5. DEALING WITH THIRD PARTY COMPLAINTS ON SCHOOL UNIFORM

5.1. Where a Complaint is lodged with or initiated by the Commission regarding a practice of a member in respect of which the Commission has jurisdiction, the following process will be followed –

5.1.1. The Commission may, in its discretion, make the CC1 Form available to FEDSAS.

5.1.2. The Commission may, in its discretion, invite FEDSAS to assist in the investigation through, *inter alia,* attending meetings when required, providing inputs during the case investigation and making representations to the Competition Commission if necessary.

5.2. Nothing in the procedures contained in this MOU shall:

5.2.1. detract from the jurisdiction of the Commission to receive and deal with complaints in terms of its enabling statutes, or preclude the public from lodging complaints with the Commission;

5.2.2. prevent the Commission from continuing with its investigation into a complaint during or after the negotiation contemplated in this clause.

6. ESTABLISHMENT OF A JOINT WORKING COMMITTEE

6.1. A Joint Working Committee ("the Committee") constituted by representatives of the Commission and FEDSAS, as nominated by the respective Parties, shall be established pursuant to this MOU and shall function on an on-going basis.

6.2. The functions of the Committee shall be, to:

6.2.1. facilitate and manage co-operation and consultation in respect of matters dealt with by each Party in terms of this MOU;

King Tembinkosi Bonakele
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Signed by King Tembinkosi Bonakele,
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6.2.2. facilitate and manage awareness and capacity building programs intended to establish and maintain the necessary expertise for FEDSAS to be able to monitor potential anti-competitive practices and conduct of Schools;

6.2.3. propose, when necessary, any amendment of or supplementation to this MOU; and

6.2.4. advise management of both the Commission and FEDSAS on issues affecting competition when policies (procurement or otherwise) regarding goods and services, including the School's uniforms are set, as the case may be, and make recommendations on how to deal with same.

7. INFORMATION EXCHANGE

7.1. Subject to clause 8, the Commission and FEDSAS may, in the manner set out below, request and exchange information from one another's may be necessary to give effect to this MOU.

7.2. To facilitate communication and ensure continuity in the co-operation between the Parties, each Party has designated the contact person as set out in clause 9, for communications under this MOU.

7.3. A Party requesting the information ("the Requesting Party") shall make its request for information in writing by sending it to the contact person of the other Party ("the Requested Party"). The request must amongst others provide:

7.3.1. a description of both the subject matter of the request and the purpose for which the information is sought;

7.3.2. the legal provisions concerning the matter that is the subject matter of the request;

7.3.3. any information in the possession of the Requesting Party that might

King Tembinkosi Bonakele
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assist the Requested Party in identifying such information; and

7.3.4. the desired period of time for the reply.

8. CONFIDENTIALITY

8.1. Any information shared by the Parties pursuant to this MOU must be used only for lawful purposes in matters of concurrent jurisdiction.

8.2. Any request made by either of the Parties for confidential information in possession of the other shall be dealt with in accordance with the procedures set out in the Parties' respective establishing Acts, and regulations and policies pursuant thereto.

8.3. The Parties shall ensure that confidential information accordingly disclosed to them remains confidential and is not placed in the public domain through any negligent or wilful conduct on its behalf.

8.4. To the extent permitted by law, the Parties shall keep confidential the information received from each other pursuant to this MOU and shall not otherwise disclose such information except when required to do so by the law or an order of a competent Court or Tribunal.

8.5. When required to do so by the law or an order of a competent Court or Tribunal, and prior to disclosing such confidential information, the Parties shall notify each other of the law or an order of a competent Court or Tribunal requiring such disclosure.

8.6. The sharing of confidential information, in accordance with this MOU, relies on the assurances given in this MOU. None of these assurances shall constitute a waiver of any legally recognizable grounds for refusing disclosure of information.

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Signed by King Tembinkosi Bonakele,
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8.7. Where confidential information is disclosed either of the Parties, and in contravention of this MOU, such disclosing party shall be solely liable in law for such disclosure.

8.8. Either of the Parties may, in its sole discretion, decline a request for confidential information made in terms of this MOU. Such discretion shall be an exercise with the bona fide intention to protect an interest that, if otherwise the information were to be disclosed, will adversely prejudice the Party or the person/s to whom the confidential information belongs.

9. CONTACT PERSONS

9.1. The Parties designate the following individuals as their contact persons who will have the authority to administer this MOU on their behalf and who will be responsible for the communication between them:

For FEDSAS:
Mrs Juané van der Merwe
Manager Legal Services
Contact number: 051 522 6903
E-mail address: lo@fedsas.org.za

And

For the Commission:
Mrs. Khanyisa Qobo
Divisional Manager: Advocacy
Contact number: (012) 394 3580
E-mail address: KhanyisaQ@compcom.co.za

King Tembinkosi Bonakele
30/03/2021 13:06:55 (UTC+02:00)
Signed by King Tembinkosi Bonakele,

9.2. Either Party may, by way of a letter to the other, replace its contact person

referred to in clause 9.1 with any other person. The letter referred to above shall be deemed to have been received and the replacement shall be deemed to have been made on the fourteenth (14) calendar day of the one Party dispatching the said letter to the other, unless the contrary is established.

10. GENERAL PROVISIONS

10.1 Each Party will, with regard to the implementation of this MOU and any activities arising from it, bear its own expenses, unless otherwise agreed upon by the Parties.

10.2 Failure to follow any procedure set out in this MOU shall not have any effect on the validity of any investigation by the Commission in terms of the Competition Act.

11. VARIATION OF THE MOU

11.1 This constitutes the entire MOU between the Parties on matters covered in this MOU. Any variation of this MOU shall have no legal effect and shall not be binding on the Parties unless reduced to writing and signed by persons authorized to act on behalf of both Parties.

12. EFFECTIVE DATE OF THE MOU

12.1 This MOU shall come into effect on the date on which it is last signed by the persons authorized to act on behalf of either of the Parties.

King Tembinkosi Bonakele
30/03/2021 13:07:23 (UTC+02:00)
Signed by King Tembinkosi Bonakele,
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13. DURATION OF THIS MOU

13.1 This MOU shall remain in force for a period of three years from the date of signing, with the option to renew or extend it further, in such a manner and such periods as agreed by the parties in writing, unless as may be terminated by:

13.1.1 either Party on written notice of two (2) months to the other Party; and the terminating party shall not be obliged to provide reasons for the termination;

13.1.2 way of an MOU between the Parties; or

13.1.3 operation of the law.

13.2 If this MoU is terminated as contemplated in clause 13.1.1, 13.1.2 or 13.1.3, the cooperation of the Parties in terms of this MOU will continue in respect of all requests for assistance that were made before the termination date until the requests under consideration are completed.

14 DISPUTE RESOLUTION

14.1 Any difference or dispute arising from the interpretation, application or implementation of this MOU shall be resolved amicably through consultation or negotiations between the Parties.

15 DOMICILIUM CITANDI ET EXECUTANDI

15.1 The Parties choose the following addresses as their respective *domicilium citandi et executandi* for purposes of this MOU:

King Tembinkosi Bonakele
30/03/2021 13:07:57 (UTC+02:00)
Signed by King Tembinkosi Bonakele,
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The Competition Commission:

Block C, DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, 0002

Postal: Private Bag X23, Lynwood Ridge, Pretoria, 0040

Contact Person: Mrs Khanyisa Qobo, Divisional Manager: Advocacy

FEDSAS:

7 Tennent Crescent, Fichardtpark, Bloemfontein

Contact Person: Juané van der Merwe, Manager Legal Services

King Tembinkosi Bonakele
30/03/2021 13:08:24 (UTC+02:00)
Signed by King Tembinkosi Bonakele,

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SIGNATURE

Signed at _____ on this ____ day of _____by Mr. Tembinkosi Bonakele, Commissioner of the Competition Commission of South Africa.

King Tembinkosi Bonakele
30/03/2021 13:08:58 (UTC+02:00)
Signed by King Tembinkosi Bonakele,
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COMPETITION COMMISSION

_____

WITNESS 1

_____

WITNESS 2

Signed at Dwarskersbos on this 9th day of August 2020 by Mr Paul Colditz in his capacity as CEO of FEDSAS.

_____

FEDSAS

_____

WITNESS 1

_____

WITNESS 2

DEPARTMENT OF HEALTH

NO. 435 **21 May 2021**

MEDICINES AND RELATED SUBSTANCES ACT, 1965 (ACT NO. 101 OF 1965)
REGULATIONS RELATING TO MEDICAL DEVICES

The Minister of Health intends, in consultation with the Authority, in terms of section 35 of the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965), to make the regulations in the Schedule.

Interested persons are invited to submit any substantiated comments, in writing on the proposed regulations, to the Director-General: Health, Private Bag X828, Pretoria, 0001 (for the attention of the Director: Public Entities Governance, mihloti.mushwana@health.gov.za), within three months from date of publication of this Notice.

DR ZWELINI LAWRENCE MKHIZE, MP
MINISTER OF HEALTH
DATE: 28/04/2021

SCHEDULE

ARRANGEMENT OF REGULATIONS

DEFINITIONS

1. In these Regulations a word or expression defined in the Act bears the meaning so assigned and unless the context otherwise indicates—

"accessory" means an article intended specifically by its manufacturer to be used together with a particular medical device to enable or assist that device to be used in accordance with its intended use;

"adverse event" means any untoward medical occurrence or undesirable incident, that may occur in association with the use of a medical device which—

(a) does not necessarily have a causal relationship with its use; or

(b) may occur due to its malfunction, its deterioration of safety, quality or performance or an error of its use;

"authorised representative" means a natural person, resident in the Republic of South Africa, who—

(a) has the written mandate to represent a manufacturer, distributor or wholesaler in the Republic; and

(b) acts on behalf of a manufacturer, distributor or wholesaler, in whose name the licence in terms of section 22C(1)(*b*) of the Act or certificate of registration is issued;

"batch number" means a unique number or combination of numbers or cyphers allocated to a batch or a lot;

"biological substance" means a substance derived from a human, animal or a micro-organism;

"bonded warehouse" means a customs and excise warehouse licensed in terms of section 19 of the Customs and Excise Act, 1964 (Act No. 91 of 1964);

"Chief Executive Officer" means the Chief Executive Officer of the Authority as appointed in terms of section 3 of the Act;

"clinical trial" means a study in or on human or animal subjects undertaken to assess the safety or clinical performance of the medical device;

"clinical performance assessment" means a study undertaken to establish or confirm the clinical performance of an IVD;

"conformity assessment" means relevant testing, calibration, inspection or certification of a medical device or a quality management system;

"conformity assessment body" means a local or international body corporate or other legal entity, recognised by the Authority as competent to carry out conformity assessment;

"control number" means a number or combination of numbers or cyphers allocated to a unique accessory;

"medical device that is custom-made" means a medical device specifically made in accordance with—

(a) a written order given by a person authorised to do so by virtue of his or her professional qualification; and

(b) specific design characteristics,

which is intended for the sole use of a particular user, and excludes mass-produced medical devices that only require adaptation to meet the specific requirements of an individual user;

"declaration of conformity" means the attestation of the authorised representative of a manufacturer or distributor that the—

(a) relevant quality management systems fulfil requirements as determined by the Authority; and

(b) medical devices concerned fulfil the essential principles;

"distribute" means to—

(a) import or export a medical device in its final form, wrapping and packaging; and

(b) sell the medical device to any person other than a manufacturer or distributor;

"distributor" means a person licensed to distribute medical devices in terms of section 22C(1)(*b*) of the Act;

"essential principles" means the requirements relating to the safety and performance characteristics of medical devices as determined by the Authority;

"expiry date" means the date up to which a medical device retains the properties stated on the label, which properties can change after the lapse of time, and after which date the medical device may not be sold to the public or used;

"family" means a medical device comprising of the same type of medical device available in different models and sizes;

"group" means a medical device comprising a collection of medical devices such as a procedure pack, procedure tray, system, procedure or IVD kit, that are packaged together for a specific intended purpose and sold under a single name;

"health care provider" means a health care provider as defined in section 1 of the National Health Act, 2003 (Act No. 61 of 2003);

"health establishment" means a health establishment as defined in section 1 of the National Health Act, 2003 (Act No. 61 of 2003);

"holder of a certificate of registration" means a manufacturer or distributor in whose name a registration certificate has been granted and who is responsible for all aspects of the medical device, including performance, quality, safety and compliance with conditions of registration;

"identification number" means the number drawn from a—

(a) birth certificate, passport, valid driver's licence;

(b) South African identification document; or

(c) any other relevant document issued by the Department of Home Affairs;

"implantable device" means a medical device, which is intended to—

(a) be totally introduced into the body;

(b) be partially introduced into the body through surgical intervention and intended to remain in place after the procedure for at least 30 days;

(c) replace an epithelial surface; or

(d) replace the surface of the eye by surgical intervention,

and includes a medical device that is partially or wholly absorbed by the body.

"intended purpose" means the objective, or use for which a medical device is intended according to the data supplied by the manufacturer or distributor and approved by the Authority;

"ISO 13485" means the International Standard "Medical devices — Quality management systems — Requirements for regulatory purposes"; reference number ISO 13485;

"maintain" means the—

(a) service, repair and re-establishment of the function; or

(b) update of software or hardware,

of a medical device without significantly changing the performance or safety characteristics of a medical device; and "maintenance" has corresponding meanings;

"manufacture" means operations that include the design, purchasing of material, specification development, production, fabrication, assembly, processing, packaging, repackaging, labelling, releasing, installation, maintaining, reprocessing or refurbishing of a medical device, and includes the assembly of a collection of medical devices;

"manufacturer" means a person licensed to manufacture, import, distribute or export medical devices in terms of section 22C(1)(*b*) of the Act;

"model" means a number or combination of numbers or cyphers allocated to a medical device;

"modification" in relation to a medical device means—

(a) any change in the purpose of a medical device, where significant change may relate to—

(i) the manufacturing process;

(ii) the facility or equipment;

(iii) the quality control measures used to control the quality and sterility of a medical device; or

(iv) a change in the materials used in manufacture of a medical device, the design of a medical device, including its performance characteristics, principles of operation and specifications of materials, energy source, software or accessories and the intended use of a medical device;

(b) any significant change in the safety profile or specifications of a medical device as determined by the Authority;

(c) any new or extended use, any addition or deletion of a contra-indication of a medical device; or

(d) any change to the period used to establish the expiry date of a medical device;

"nomenclature system code" means the code linked to the common generic description as per the Global Medical Device Nomenclature (GMDN) for medical devices having similar features, characteristics and intended use;

"original manufacturer" means the manufacturer responsible for the design and specification development of a medical device;

"**point of care testing**" means testing performed outside a laboratory environment by a health care provider;

"radiation" means—

(a) electromagnetic or particle radiation capable of producing ions, directly or indirectly, while passing through matter; or

(b) energy in the form of electromagnetic waves or acoustic waves;

"refurbish" means the substantial rebuilding, re-equipping, reworking or restoring of the whole or part of a medical device, including the substantial updating or modification of software or hardware, which does not significantly change the performance, safety specifications and intended purpose of the medical device;

"research use only" ("RUO") means, in the case of an IVD, that which is intended only for research or investigational use and which may not be used for clinical diagnostic purposes;

"reprocess" means the activity carried out on a used medical device to allow its safe re-use including cleaning, disinfection, sterilisation and related procedures, as well as testing and restoration of the technical and functional safety of the medical device;

"SANAS" means the South African National Accreditation System (SANAS) established by section 3 of the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act, 2006 (Act No.19 of 2006);

"SANS 10386" means the South African National Standard "The care and use of animals for scientific", reference number SANS 10386;

"serial number" means a unique number or combination of numbers or cyphers allocated to a unique medical device or unique accessory to a medical device;

"single use" means one use of—

(a) a medical device on or by an individual; or

(b) an IVD on a sample;

"the Act" means the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965);

"user" means a person or organisation that uses a medical device;

"version number" means a number or combination of numbers or cyphers allocated to unique software; and

"wholesaler" means a person who purchases medical devices from a manufacturer or distributor and sells them in terms of section 22H of the Act.

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MANNER AND CONDITIONS FOR ALLOWING INTERNATIONAL TENDERING

2. (1) The State may tender for a medical device internationally if the medical device—

(a) can be obtained at a lower price outside of the Republic; or

(b) is, in the opinion of the Minister, essential for national health.

(2) A medical device subject to registration in terms of section 14(2) of the Act may not be procured by international tender, unless the medical device is registered in terms of the Act.

IMPORTATION OF MEDICAL DEVICES INTO REPUBLIC

3. (1) A person may not import a medical device into the Republic except through one of the following ports of entry:

(a) Cape Town International Airport or harbour;

(b) Port Elizabeth Airport or harbour;

(c) King Shaka International Airport or Durban harbour; or

(d) OR Tambo International Airport.

(2) Used medical devices, other than a medical device designated by the original manufacturer or as determined by the Authority for single use only, may be imported by a manufacturer for purposes of refurbishing or maintenance.

(3) A person may only import a medical device if that person—

(a) is licensed in terms of section 22C(1)(*b*) of the Act to import a medical device; and

(b) in the case of an unregistered medical device, is authorised by the Authority to import the unregistered medical device.

TRANSMISSION OF MEDICAL DEVICES THROUGH REPUBLIC

4. (1) Medical devices that are transmitted through the Republic must—

(a) while stored in the Republic, be stored in a bonded warehouse which is licensed in terms of section 22C(1)(*b*) by the Authority to import or export medical devices; and

(b) not be manipulated while in the bonded warehouse unless authorised by the Authority.

(2) A bonded warehouse referred to in sub-regulation (1) must comply with—

(a) good distribution practice; and

(b) licence conditions as determined by the Authority.

CLASSIFICATION OF MEDICAL DEVICES

5. (1) Medical devices are classified by the Authority into the following classes:

(a) Class A - Low Risk;

(b) Class B - Low-moderate Risk;

(c) Class C - Moderate-high Risk; and

(d) Class D - High Risk.

(2) The Authority may determine the classification rules in guidelines published from time to time.

(3) The Authority may classify a medical device in accordance with classification rules as determined by the Authority.

LABELLING OF MEDICAL DEVICES

6. (1) The label of each medical device must be in at least English and must appear—

(a) on the medical device itself or on the packaging thereof; and

(b) on the packaging of multiple medical devices.

(2) The label of each medical device must contain the following particulars:

(a) The proprietary name and, where applicable, the model of the medical device;

(b) product description and intended use;

(c) the registration number of the medical device allocated in terms of section 15(5) of the Act;

(d) the name and business address of the holder of a licence as per regulation 13(1)(*a*)(i) or 13(1)(*a*)(ii), where applicable;

(e) the name and business address of the holder of the certificate of registration;

(f) where appropriate, an indication that the medical device contains or incorporates a scheduled or biological substance;

(g) the batch number or serial number, where applicable;

(h) for accessories, the serial number may be substituted with a control number and for software it may be substituted with a version number;

(i) the expiry date, where applicable;

(j) where there is no indication of the expiry date, the manufacturing date;

(k) an indication of any applicable special storage or handling conditions;

(l) if the medical device is supplied sterile, an indication of its sterile state and, where appropriate, the sterilisation method;

(m) where relevant, an indication of the net quantity of contents, expressed in terms of weight or volume, numerical count, or any combination of these or other terms which accurately reflect the contents of the package;

(p) warnings or precautions, where applicable; and

(q) where appropriate an indication that the medical device is intended for—

(i) single use;

(ii) clinical trial or premarket clinical performance study;

(iii) non-clinical research, teaching or testing purposes;

(iv) exhibition or appraisal purposes;

(v) *in vitro* diagnostic (IVD) use or laboratory-developed tests; and

(vi) where relevant, "for professional use only" or "near patient testing" or "point of care testing" or "self-testing".

(3) If a medical device has been reprocessed, the label must—

(a) identify the medical device as having been reprocessed; and

(b) state the name of the manufacturer responsible for the reprocessing thereof.

(4) If an IVD kit includes individual reagents and articles that may be made available as separate IVDs, such reagents and articles must comply with the requirements set out in sub-regulation (1).

INSTRUCTIONS FOR USE OF MEDICAL DEVICE (EXCLUDING IVD)

7. (1) Instructions for the use of a medical device must—

(a) appear on or be attached to or packed with each medical device,

(b) be in at least the English language;

(c) be in type having a minimum legibility; and

(d) contain the particulars specified in sub-regulation (3).

(2) Instructions for the use of a Class A medical device may be included, where applicable.

(3) The instructions for use must contain the following information:

(a) The name and proprietary name of the medical device;

(b) the registration number of the medical device allocated in terms of section 15(5) of the Act;

(c) the—

(i) name and physical address of the holder of the licence as per regulation 13(1)(*a*)(i) or 13(1) (*a*)(ii);

(ii) name and physical address of the original manufacturer; and

(iii) name and business address of the holder of the certificate of registration;

(d) where practical, the approved intended purpose of the medical device and where appropriate, the intended user;

(e) residual risks, contraindications and any expected and foreseeable side effects, including information to be conveyed to the patient in this regard;

(f) any specifications that the user may require in order to use the medical device appropriately, including but not limited to the degree of accuracy claimed in the case of a device with a measuring function;

(g) if the medical device contains, or incorporates, a scheduled substance or a biological substance, identification of that substance, as appropriate;

(h) details of any preparatory treatment or handling of the medical device required before it is ready for use including but not limited to sterilisation, final assembly or calibration;

(i) any requirements for—

(i) special facilities; or

(ii) special training or qualifications of the intended user or other person;

(j) the information needed to verify whether the medical device is properly installed and is ready to perform as intended by the manufacturer, together with, where relevant—

(i) details of the nature, and frequency of preventive and regular maintenance, and of any preparatory cleaning or disinfection;

(ii) identification of any consumable components and how to replace them;

(iii) information on any necessary calibration to ensure that the medical device operates properly and safely during its intended life span; and

(iv) methods of eliminating the risks encountered by persons involved in installing, calibrating or servicing medical devices;

(k) an indication of any special transport, storage or handling requirements;

(l) if the medical device is supplied sterile, instructions in the event of the sterile packaging being damaged before use;

(m) if the medical device is supplied non-sterile with the intention that it is sterilised before use, the appropriate instructions for sterilisation;

(n) if the medical device is reusable, information—

(i) on the appropriate processes to allow reuse, including cleaning, disinfection, packaging and, where appropriate, the method of re-sterilisation; and

(ii) to identify when the medical device should no longer be reused including signs of material degradation or the maximum number of allowable reuses;

(o) for medical devices intended for use together with other medical devices or general purpose equipment—

(i) information to identify such medical devices or equipment, in order to obtain a safe combination; and

(ii) information on any known restrictions to combinations of medical devices and equipment;

(p) if the medical device emits hazardous, or potentially hazardous levels of radiation for medical purposes—

(i) detailed information as to the nature, type and where appropriate, the intensity and distribution of the emitted radiation; and

(ii) the means of protecting the patient, user, or other person from unintended radiation during use of the medical device;

(q) information that allows the user and patient to be informed of warnings, precautions, measures to be taken and limitations of use regarding the medical device which information must cover, where appropriate—

(i) warnings, precautions and measures to be taken in the event of malfunction of the medical device or changes in its performance that may affect safety;

(ii) warnings, precautions and measures to be taken in regard to the exposure to reasonably foreseeable external influences or environmental conditions, such as magnetic fields, external electrical and electromagnetic effects, electrostatic discharge, radiation associated with diagnostic or therapeutic procedures, pressure, humidity, or temperature;

(iii) warnings, precautions and measures to be taken in regard to the risks of interference posed by the reasonably foreseeable presence of the medical device during specific diagnostic investigations, evaluations, therapeutic treatment or use (e.g. electromagnetic interference emitted by the medical device affecting other equipment);

(iv) if the medical device administers a scheduled substance or a biological substance, any limitations or incompatibility in the choice of substance to be delivered;

(v) warnings, precautions and limitations related to any scheduled substance or biological substance that is incorporated into the medical device as an integral part of the medical device; and

(vi) precautions related to materials incorporated into the medical device that are potentially carcinogenic, mutagenic or toxic, or could result in sensitisation or allergic reaction of the patient, user or any other person;

(r) warnings and precautions to be taken related to the disposal of the medical device, its accessories and the consumables used with it, if any: Provided that this information includes, where appropriate—

(i) infection or microbial hazards associated with a medical device which may include an implant which has been removed;

(ii) environmental hazards such as batteries or materials that emit potentially hazardous levels of radiation; and

(iii) physical hazards;

(s) for medical devices intended for use by a person who is not a health care provider, the circumstances when the user must consult with a health care provider;

(t) the date of issue or latest revision of the instructions for use; and

(u) appropriate service and maintenance instructions for the medical device and associated technical equipment, where applicable.

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INSTRUCTION FOR USE OF IVD

8. (1) Instructions for the use of an IVD device must—

(a) appear on or be attached to or packed with each IVD,

(b) be in at least the English language;

(c) be in type having a minimum legibility; and

(d) contain the particulars specified in sub-regulation (3).

(2) Instructions for the use of a Class A IVD may be included where applicable.

(3) The instructions for use must contain the following:

(a) The name and proprietary name of the IVD;

(b) the registration number of the medical device allocated in terms of section 15(5) of the Act;

(c) the—

(i) name and business address of the holder of the certificate of registration;

(ii) name and business address of the licensee as per regulation 13(1)(*a*)(i) or 13(1)(*a*)(ii); and

(iii) name and physical address of the original manufacturer;

(d) the intended purpose, including but not limited to—

(i) what is detected;

(ii) the function of the IVD;

(iii) the specific disorder, condition or risk factor of interest that it is intended to detect, define or differentiate;

(iv) whether it is automated or not;

(v) whether it is qualitative or quantitative;

(vi) the type of specimens required (e.g. serum, plasma, whole blood, tissue biopsy, urine); and

(vii) testing population;

(e) an indication that it is for *in vitro* diagnostic use and, where relevant, for "professional use only", for "near patient testing", for "point of care", for "self-testing" or for "research use only";

(f) the intended user, as appropriate;

(g) the test principle;

(h) whether provided as an individual reagent or in an IVD kit with other appropriate articles, a description of—

(i) the reagent, calibrators, controls and appropriate articles;

(ii) any limitation upon the use of the reagent or the IVD kit, such as suitability for a dedicated instrument;

(iii) the composition of the reagent by nature and concentration of the active ingredients; and

(iv) a statement, where appropriate, that the medical device contains other ingredients which might influence the measurement;

(i) a list of materials provided and a list of special materials required but not provided;

(j) if intended for use together with other IVDs, medical devices, or general-purpose equipment—

(i) information to identify such IVDs, medical devices or equipment, in order to obtain a safe combination; and

(ii) information on any known restrictions to combinations of IVDs, medical devices and equipment;

(k) an indication of any special transport, storage and handling requirements;

(l) in use stability which may include the storage conditions, and shelf life following the first opening of the immediate container or primary packaging, together with the storage conditions and stability of working solutions, where relevant;

(m) if the IVD is supplied sterile, instructions in the event of the sterile packaging being damaged before use;

(n) information that allows the user to be informed of warnings, precautions, measures to be taken and limitations of use regarding the IVD, which information must cover, where appropriate—

(i) warnings, precautions and measures to be taken in the event of malfunction of the IVD or its degradation as suggested by changes in its appearance that may affect performance;

(ii) warnings, precautions and measures to be taken with regard to the exposure to reasonably foreseeable external influences or environmental conditions, such as magnetic fields, external electrical and electromagnetic effects, electrostatic discharge, radiation associated with diagnostic or therapeutic procedures, pressure, humidity, or temperature;

(iii) warnings, precautions and measures to be taken with regard to the risks of interference posed by the reasonably foreseeable presence of the medical device during specific diagnostic investigations, evaluations, therapeutic treatment including electromagnetic interference emitted by the medical device affecting other equipment, where applicable; and

(iv) precautions related to materials incorporated into the IVD that are carcinogenic, mutagenic or toxic, or could result in sensitisation or allergic reaction;

(o) warnings and precautions related to potentially infectious material that is included in the IVD;

(p) where relevant, requirements for special facilities including clean room environment, radiation safety or particular qualifications of the medical device user;

(q) conditions for collection, handling, and preparation of the specimen;

(r) details of any preparatory treatment or handling of the IVD before it is ready for use including reconstitution and calibration where applicable;

(s) the information needed to verify whether the IVD is properly installed and is ready to perform as intended by the manufacturer, together with, where relevant—

(i) details of the nature, and frequency, of preventive and regular maintenance including cleaning and disinfection;

(ii) identification of any consumable components and how to replace them;

(iii) information on any necessary calibration to ensure that the IVD operates properly and safely during its intended life span; and

(iv) methods of mitigating the risks encountered by persons involved in installing, calibrating or servicing an IVD;

(t) where relevant, recommendations for quality control procedures;

(u) the metrological traceability of values assigned to calibrators and trueness-control materials, including identification of applicable reference materials and reference measurement procedures of higher order;

(v) assay procedure including calculations and interpretation of results and where relevant if any confirmatory testing must be considered;

(w) analytical performance characteristics, such as sensitivity, specificity, and accuracy;

(x) where relevant, clinical performance characteristics, such as diagnostic sensitivity and diagnostic specificity;

(y) where relevant, reference intervals;

(z) information on interfering substances or limitations such as visual evidence of hyperlipidaemia or haemolysis, age of specimen that may affect the performance of the assay;

(aa) warnings or precautions to be taken related to the disposal of the IVD, its accessories, and the consumables used with it, if any, which information must cover, where appropriate—

(i) infection or microbial hazards;

(ii) environmental hazards; and

(iii) physical hazards;

(bb) for an IVD intended for use by a person who is not a health care provider, the circumstances when the user must consult with a health care provider;

(cc) where relevant, a bibliography;

(dd) the date of issue or latest revision of the instructions for use and, where appropriate, an identification number; and

(ee) appropriate maintenance instructions for technical IVD machines, where applicable.

APPLICATION FOR REGISTRATION OF MEDICAL DEVICE

9. (1) An application for the registration of a medical device must be made in respect of each medical device or modification thereof.

(2) A manufacturer or distributor residing in the Republic may submit an application for the registration of a medical device on an application form obtainable from the Authority.

(3) The application referred to sub-regulation (1) must, include the particulars of the authorised representative in South Africa who must be responsible for communication with the Authority.

(4) The application contemplated in sub-regulation (1) must be accompanied by—

(a) the appropriate form which is obtainable from the Authority which has been completed by the applicant;

(b) a proposed label for use on the medical device, if applicable;

(c) the instructions for use of the medical device;

(d) a copy of the licence referred to in regulation13(1)(*a*)(i) or 13(1)(*a*)(ii);

(e) a certified copy of the—

(i) certificate(s) issued by a conformity assessment body;

(ii) test result(s); or

(iii) inspection certification,

for the medical device for which the application is being made, issued by a conformity assessment body;

(f) any other information as may be required by the Authority; and

(g) the applicable application fee.

(5) The information referred to in sub-regulation (4) must be submitted in English.

(6) The application form referred to in sub-regulation (1) must contain at least the following information:

(a) Particulars of the prospective holder of the certificate of registration, including:

(i) name;

(ii) business address;

(iii) postal address;

(iv) telephone number;

(v) fax number, if applicable;

(vi) e-mail address, if applicable; and

(vii) contact details of the authorised representative referred to in sub-regulation (3); and

(b) particulars of the medical device, including—

(i) proposed proprietary name and group or family name, and make and model, where applicable;

(ii) intended purpose;

(iii) classification as per regulation 5;

(iv) classification and registration status with other regulatory authorities recognised by the Authority;

(v) nomenclature system code;

(vi) in the case of a medical device which contains a medicine or scheduled substance, the approved name and quantity of each active ingredient or biological substance; and

(vii) the name and physical address of the original manufacturer.

(7) Where a medical device is registered with a regulatory body outside the Republic, the following information in respect of the medical device must also accompany the application:

(a) A certified copy of the certificate of registration, market authorisation or premarket approval, where applicable;

(b) instructions for use, where applicable;

(c) conditions of registration, where applicable; and

(d) any other information as may be required by the Authority.

(8) A medical device, in respect of which an application for registration is made, must comply with the essential principles.

(9) An application for registration of a medical device must be accompanied by a declaration of conformity.

INFORMATION THAT MUST APPEAR IN REGISTER FOR MEDICAL DEVICES

10. The medical device register must, in respect of any registered medical device, contain the following information:

(a) the—

(i) name, group or family name; and

(iii) make and model, where applicable;

(b) the registration number allocated to the medical device;

(c) in the case of a medical device which contains a medicine or scheduled substance, the name and quantity of each medicine or scheduled substance;

(d) the name of the holder of the certificate of registration and the authorised representative;

(e) the name of the licence holder referred to in regulation13(1)(*a*)(i) or 13(1)(*a*)(ii);

(f) the name and address of the—

(i) original manufacturer(s); and

(ii) manufacturing facilities;

(g) the date of registration of the medical device;

(h) the conditions of registration of the medical device;

(i) the class of medical device; and

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(j) the nomenclature system code allocated to the medical device.

APPLICATION FOR AMENDMENT TO REGISTER FOR MEDICAL DEVICES

11. (1) An application for an amendment of an entry in the register for medical devices in terms of section 15A of the Act must be accompanied by the relevant fee and must contain the following particulars:

(a) the registration number of the medical device;

(b) the name of the holder of the certificate of registration and the authorised representative;

(c) business address of the holder of the certificate of registration;

(d) declaration by the holder of the certificate of registration that the information furnished is complete and accurate;

(e) the details of the amendment applied for; and

(f) any other information as may be required by the Authority.

(2) Where a new certificate is issued in terms of section 15A(3) of the Act—

(a) the original certificate of registration must be returned to the Authority; or

(b) if the original certificate of registration is lost, an affidavit must be submitted to the Authority confirming that the certificate of registration is lost.

CERTIFICATE OF REGISTRATION

12. A certificate of registration for a medical device as contemplated in section 15(3) of the Act must be in a form substantially similar to the form contained in **Annexure 1**.

LICENCE TO MANUFACTURE, DISTRIBUTE OR WHOLESALE MEDICAL DEVICES

13. (1) An application for a licence referred to in section 22C(1)*(b)* of the Act, must—

(a) be made on a form obtainable from the Authority for a licence—

(i) to manufacture a medical device, which may include the manufacture, import, distribution or export of a medical device;

(ii) to distribute a medical device, which may include the distribution, import or export of a medical device; or

(iii) to wholesale a medical device;

(b) be submitted to the Authority;

(c) be accompanied by documentary proof of—

(i) the particulars of the owner of the business;

(ii) the particulars of the authorised representative;

(iii) certification by a conformity assessment body to ISO 13485 in the case of an application in terms of sub-regulation (1)*(a)*(i) or 1(*a*)(ii);

(iv) the payment of the prescribed application fee; and

(v) any other information as may be requested by the Authority; and

(d) specify the—

(i) name, group or family name; and

(ii) make and model, where applicable,

of medical devices to be manufactured, imported and sold.

(2) The applicant contemplated in sub-regulation (1) must appoint and designate an authorised representative who must be responsible to the Authority for compliance with the Act.

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(3) The Authority may, where applicable, inspect the business premises specified in the application.

(4) The Authority may issue a licence contemplated in sub-regulation (1) once the Authority is satisfied that the requirements of the Act and the regulations have been complied with and the authorised representative is able to provide certified evidence of certification to a quality management system as determined by the Authority.

(5) The Chief Executive Officer must—

(a) keep a separate register for each of the categories of licensees contemplated in section 22C(1)*(b)* of the Act; and

(b) enter the licence number, the name of the licensee and his or her physical and postal addresses, in the register contemplated in paragraph (*a*).

(6) Notwithstanding the period of validity of the licence, the licensee must pay the annual fee in respect of the retention of the licence.

(7) A holder of a licence in terms of sub-regulation (1) must submit to the Authority an application, on a form obtainable from the Authority, accompanied by the prescribed fee, in order to amend any of the following details of the licence:

(a) name of the licence holder;

(b) authorised representative;

(c) site address;

(d) activities provided for by the licence; or

(e) the medical devices to be manufactured or sold

(8) Following receipt of an application referred to in sub-regulation (7) the Authority may issue a new licence: Provided that—

(a) the Authority is satisfied that the application complies with the provisions of sub-regulation (1) or any other conditions determined by the Authority;

(b) either—

(i) the original licence is returned to the Authority; or

(ii) an affidavit is submitted to the Authority stating that the original licence has been lost, if this is the case; and

(c) the applicable licence fee is paid.

(9) An applicant mustl notify the Authority in writing of any change to any of the particulars furnished in the application contemplated in sub-regulation (1) within 30 days of such change.

(10) Any entry into the register in terms of sub-regulation (5) which is proved to the satisfaction of the Authority to have been made in error or through misrepresentation or in circumstances not authorised by the Act, may be removed from the register.

(11) A person in respect of whose entry a removal as contemplated in sub-regulation (10) has been made must be notified of such removal and any licence issued in respect of this regulation must be deemed to be cancelled as from the date on which notice has so been given.

(12) The Chief Executive Officer may make known to the public, any information that pertains to the suspension or revocation of any licence referred to in this regulation in a manner which he or she thinks fit.

PERIOD OF VALIDITY AND RENEWAL OF LICENCE

14. (1) A licence issued in terms of section 22C(1)(*b*) and referred to in regulation 13 must, provided that the holder pays the applicable annual fee, be valid for a period of five years from the date of issue.

(2) A licence referred to in sub-regulation (1) may be renewed by application to the Authority.

(3) An application for the renewal of a licence must—

(a) contain at least the information or documentation referred to in regulation 13(1)(*c*) and 13(1)(*d*);

(b) be accompanied by fees contemplated in section 35(1)(xxxii) of the Act; and

(c) be made at least 90 days before the expiry of the existing licence.

CONFORMITY ASSESSMENT BODY

15. (1) The Authority must determine the criteria and standards required for recognition of a conformity assessment body.

(2) The criteria in sub-regulation (1) must include—

(a) certification of the conformity assessment body either by SANAS or an international accreditation body; and

(b) any other information as determined by the Authority.

(3) The Authority must publish the name and address of a conformity assessment body recognised by the Authority.

REPLACEMENT, MAINTENANCE, REFURBISHMENT AND SINGLE USE OF MEDICAL DEVICES

16. (1) A person who sells an article intended specifically to replace an identical or similar integral part or component of a medical device must ensure that the article complies with specifications applicable to that medical device as defined by the original manufacturer or as determined by the Authority.

(2) Where an article in sub-regulation (1) significantly changes the performance or safety characteristics of the medical device, the medical device must be considered to be a different medical device.

(3) A person who maintains a medical device must keep records of such maintenance and on request, make the records available to the Authority.

(4) A person who refurbishes a medical device must—

(a) ensure that any articles used to replace an integral part or component of the medical device are consistent with specifications applicable to that medical device as defined by the original manufacturer;

(b) follow procedures as defined by the original manufacturer relating to the refurbishment of the medical device; and

(c) keep records of such refurbishment and on request, make the records available to the Authority.

(5) A medical device designated by the original manufacturer or as determined by the Authority for single use only—

(a) must be disposed of after use; and

(b) may not be reprocessed.

(6) If the sterility of a medical device designated by the original manufacturer or as determined by the Authority for single use only, is compromised it—

(a) must be disposed of after use; and

(b) may not be reprocessed.

DESTRUCTION OF MEDICAL DEVICES

17. (1) A medical device may not be disposed of into a municipal sewerage system.

(2) The destruction or disposal of a medical device must be conducted in such a manner to ensure that the medical device cannot be salvaged or reprocessed.

(3) A medical device which contains a medicine or scheduled substance must only be destroyed by a waste treatment facility authorised to destroy medicines or pharmaceutical waste in terms of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008).

(4) A medical device which contains a Schedule 5, 6, 7 or 8 substance or medicine must be destroyed in accordance with the provisions of regulation 44 of the General Regulations published in(*Government Gazette* 41064, Government Notice 859 of 25 August 2017.

(5) The waste treatment facility must issue a certificate and maintain a record of the destruction contemplated in sub-regulation (3) which must contain the following information:

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Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065

Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 671 21 May Mei 2021 No. 44593

PART 2 OF 2

ISSN 1682-5845

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(a) the name of the medical device which contains a medicine or scheduled substance, if known; or the schedule of the medicine or scheduled substance concerned;

(b) the quantity of the medical devices destroyed;

(c) the date of destruction of the medical device which contains a medicine or scheduled substance;

(d) the name and designation of the person in whose presence such destruction took place; and

(e) any other information as determined by the Authority.

CONDUCT OF CLINICAL TRIAL OR CLINICAL PERFORMANCE ASSESSMENT

18. (1) A person desiring to initiate or conduct a—

(a) clinical trial in respect of a medical device; or

(b) clinical performance assessment in respect of an IVD,

must apply on an application form obtainable from the office of the Chief Executive Officer to the Authority for authorisation to conduct such a clinical trial or clinical performance assessment.

(2) The application referred to in sub-regulation (1) must be accompanied by the prescribed fee and must contain at least the following information:

(a) A clinical trial or clinical performance assessment protocol;

(b) an investigator's brochure containing, where applicable, relevant pre-clinical, mechanical, electrical and radiation data and where applicable, human or animal safety and performance clinical data about the medical device concerned;

(c) the curriculum vita of the investigator;

(d) a signed declaration by the applicant and the investigator that they are familiar with, and understand the protocol, and will, in the conduct of the clinical trial, comply with Good Clinical Practice as determined by the Authority;

(e) participant information form and informed consent documents in the case of human trials or owner consent document in the case of animal trials;

(f) approval of the clinical trial by—

(i) any health research ethics committee registered with the National Health Research Ethics Council in terms of the National Health Act, 2003 (Act No, 61 of 2003); or

(ii) in the case of research on animals, an Animal Ethics Committee, which must conform to SANS 10386; and

(g) the name and address of the institution where the clinical trial or clinical performance assessment will be conducted.

(3) The clinical trial or clinical performance assessment protocol referred to in sub-regulation (2)(*a*) must contain at least the following information:

(a) The number of human or animal subjects, as applicable, to be involved in the clinical trial or clinical performance assessment;

(b) the name of the investigator who must be—

(i) an appropriately qualified and competent person approved by the Authority;

(ii) resident in the Republic; and

(iii) in charge of the sites where clinical trials or clinical performance assessments are conducted;

(c) the quantity of the medical devices under investigation to be used in the clinical trial or clinical performance assessment;

(d) information in respect of the design, manufacture and expected performance of the medical device; and

(e) any other information determined by the Authority.

(4) A clinical trial or a clinical performance assessment must be conducted in accordance with the guidelines for good clinical practice determined by the Authority.

(5) A person may not conduct a clinical trial or a clinical performance assessment referred to in sub-regulation (1), without the authorisation of the Authority.

(6) The person conducting the clinical trial or clinical performance assessment must submit to the Authority—

(a) progress reports after every six months from the date when the clinical trial or clinical performance assessment was started, and 30 days after the completion or termination of the clinical trial or clinical performance assessment; and

(b) adverse event reports immediately or as soon as practically possible.

(7) The Authority may—

(a) request additional information;

(b) inspect the site of a clinical trial or clinical performance assessment; or

(c) withdraw the authorisation to conduct a clinical trial or clinical performance assessment, if the Authority is of the opinion–

(i) that the safety of the subjects of the clinical trial or clinical performance assessment is compromised; or

(ii) that the scientific reasons for conducting the clinical trial or clinical performance assessment, have changed.

(8) The following information for a medical device referred to in sub-regulation (1) must be provided, where applicable:

(a) The intended purpose of the medical device under investigation in the proposed clinical trial or clinical performance assessment;

(b) the populations and indications for which the medical device under investigation is intended;

(c) the name or number of the model or type, including software version and accessories, if any, to permit full identification; and

(d) a description as to how traceability is to be achieved during and after the clinical trial or clinical performance assessment such as by assignment of batch numbers, or serial numbers.

(9) The medical device under investigation must—

(a) where practical, be labelled with the name and address of the premises where the clinical trial or clinical performance assessment is to be carried out; and

(b) be labelled "for investigational use only".

(10) The Authority may, subject to such conditions, authorise the conduct of a clinical trial or clinical performance assessment.

VIGILANCE

19. (1) A holder of a licence in terms of section 22C(1)(*b*) or a holder of a certificate of registration in respect of a medical device, must inform the Authority, in the manner and within the time frame as determined by the Authority, of any—

(a) new or existing quality, safety or performance concerns related to any medical device, including but not limited to adverse events; and

(b) risk management activities associated with paragraph (a).

(2) An authorised representative of a holder of a licence in terms of section 22C(1)(*b*) or a holder of a certificate of registration referred to in sub-regulation (1) must maintain or have access to records of the reports and case reports referred to in sub-regulation (1) above.

(3) A health care provider, veterinarian or any other person should inform the Authority, in the manner as determined by the Authority, of any—

(a) suspected adverse events; or

(b) new or existing safety, quality or performance concerns,

occurring as a result of the use of any medical device.

(4) Any person referred to in sub-regulation (1) must-

(a) whenever requested by the Authority, conduct a concise critical analysis of the safety, quality or performance of the medical device submit the results thereof to the Authority within a specified time frame;

(b) in the case where, after receipt of the results referred to in paragraph (*a*), the Authority determines that the medical device may not be safe to use, submit to the Authority, if required to do so—

(i) case reports of all suspected or actual adverse events in respect of the medical device;

(ii) where applicable the usage figures of the medical device, as well as periodic safety update reports and performance studies; and

(iii) any other data as requested by the Authority; and

(c) keep and maintain or have access to records of the adverse event data in respect of the medical device.

(5) Sub-regulations (1), (2) and (3) apply in the case of registered and unregistered medical devices sold or used.

(6) A user who becomes aware of an adverse event caused or suspected of being caused by a medical device during the process of using or conducting post-marketing surveillance, must report the event to the holder of a licence in terms of section 22C(1)(*b*), holder of a certificate of registration in respect of a medical device, the authorised representative or the Authority.

(7) Nothing in this regulation must be interpreted as prohibiting any person from reporting any adverse event, safety, quality or performance concern caused or suspected of being caused by a medical device.

MEDICAL DEVICE THAT IS CUSTOM-MADE

20. (1) A medical device that is custom made may only be—

manufactured, imported or exported and sold in compliance with the guidelines as determined by the Authority;

RECORD OF CLASS D MEDICAL DEVICE, IMPLANTABLE CUSTOM-MADE MEDICAL DEVICE OR ACTIVE CUSTOM-MADE MEDICAL DEVICE

21. (1) A permanent record in respect of a Class D medical device, implantable custom-made medical device or an active custom-made medical device must be kept by a designated health care provider, on the premises of the health establishment where such medical device is sold to the patient, and must contain the following information:

(a) The name and model of the medical device used;

(b) the nomenclature system code, where applicable;

(c) the name of the manufacturer of the medical device used;

(d) information relating to the design, manufacturing and performance of the medical device including expected performance;

(e) batch number or serial number of the medical device used, where applicable;

(f) expected life of the medical device used;

(g) the name, address and identification number of the patient;

(h) where applicable, the name of the user and, in the case of an implantable medical device, the person responsible for the implantation of the medical device;

(i) the name and address of the health establishment;

(j) the name of the designated health care provider; and

(k) the date of use of the medical device.

(2) The permanent record in terms of sub-regulation (1) must be retained at the business address of the health establishment or health care provider for a period of at least five years beyond the expected life of the medical device.

(3) In the case of a Class D medical device and implantable or an active custom-made medical device a record in the form of invoices must be kept and must contain the following particulars:

(a) The date of sale;

(b) the name, make and model of the medical device;

(c) the name and address of every purchaser;

(d) the quantity sold; and

(e) the nomenclature system code, batch number, or serial number, where applicable.

(4) A record referred to in sub-regulation (3) must be kept–

(a) in the case of a Class D medical device by the holder of a licence in terms of section 22C(1)(*b*); or

(b) in the case of an implantable or an active custom-made medical device by the person authorised by virtue of his or her professional qualification to order the manufacture of such medical device,

for a period of fifty years from the date of sale.

(5) For the purposes of this regulation "active custom-made medical device" means any medical device for which the operation depends on a source of electrical energy or any source of power, other than that directly generated by the human body or gravity which acts by converting this energy.

ADVERTISING OF MEDICAL DEVICES

22. (1) A Class A and Class B medical device may be advertised to the public.

(2) A Class C and Class D medical device may be advertised to health care providers: Provided that, certain Class C and Class D medical devices as determined by the Authority may be advertised to the public.

(3) An advertisement for a medical device may not contain a statement which deviates from, is in conflict with or goes beyond—

(a) in the case of a registered medical device, evidence submitted in the application for registration of the medical device with regard to its safety, quality, or performance where the evidence has been—

(i) accepted by the Authority in respect of the medical device; and

(ii) incorporated into the approved instructions for use of the medical device; or

(b) in the case of an unregistered medical device, the essential principles of safety and performance.

(4) An advertisement for a medical device must contain—

(a) the name of the medical device;

(b) the intended purpose of the medical device;

(c) any contra-indications or warnings;

(d) in the case of a written advertisement—

(i) the class of the medical device;

(ii) the name of the licence holder in terms of Section 22C(1)(*b*), where applicable; and

(iii) in the case of a registered medical device, the name and address of the holder of the certificate of registration and the registration number allocated to the medical device; and

(e) in the case of a Class C or Class D medical device, written information including at least the information referred to in regulation 7 or regulation 8, as the case may be, must be available.

EXHIBITION OR APPRAISAL OF MEDICAL DEVICES

23. (1) A Medical device made available for exhibition or demonstration may not be used for clinical purposes and must be clearly labelled ***"For exhibition / demonstration purposes only – Not for clinical use"***—

(a) on the medical device itself or on the packaging of each unit; and

(b) on the packaging of multiple medical devices,

(2) A medical device may be made available for appraisal, which includes the use of the medical device for training or performance assessment: Provided that—

(a) the quantity supplied is limited to the quantity required for the purposes of such appraisal;

(b) such medical device is made available only to a health care provider that is appropriately qualified and informed in order to use or direct the use of the medical device;

(c) the full instruction for use of the medical device is available;

(d) a record of the:

(i) name, make and model of the medical device;

(ii) name of the original manufacturer of the medical device;

(iii) classification of the medical device as per regulation 5;

(iii) nomenclature system code of the medical device;

(iv) batch number or serial number of the medical device;

(v) control number or version number of the accessory or software as applicable;

(vi) name and qualification of the health care provider who conducts the appraisal;

(vii) name of the health establishment or place where the appraisal is conducted;

(viii) date of appraisal of the medical device; and

(ix) written report of the appraisal, is available; and

(e) any adverse event experienced during the appraisal of the medical device is reported to the Authority.

INVESTIGATIONS

24. The Authority may conduct an investigation with regard to a medical device if—

(a) the medical device is recalled in South Africa or any other country;

(b) an adverse event is reported in South Africa or any other country;

(c) the medical device is suspected or found not to comply with the requirements of the Act;

(d) there is an international alert with regard to the medical device; or

(e) for any other reason, the Authority considers it necessary to conduct an investigation on the medical device.

METHOD OF TAKING SAMPLES DURING INVESTIGATION, CERTIFICATE TO BE ISSUED AND REPORTING OF ANALYSIS RESULTS

25. (1) A sample taken in terms of section 28(1)(*b*) of the Act must—

(a) be taken in the presence of the authorised representative, or in the absence of that person, in the presence of any witness present;

(b) suitably labelled or marked;

(c) be taken and stored in such a manner as to ensure its integrity during the entire examination process of the sample;

(d) packed, sealed or transmitted, as applicable in such a manner as its nature may permit; or

(e) be transmitted by any suitable means to a person referred to in section 27 of the Act.

(2) An inspector may, in terms of these Regulations, take a sample during a routine inspection, from a holder of a licence issued in terms of section 22C(1)(*b*) or the holder of a certificate of registration of a medical device, for testing, examination or analysis.

(3) The sample or samples in sub-regulations (1) and (2) must be accompanied by the certificate in terms of section 28(2)(*a*)(iii) of the Act signed by the inspector, a copy of which must be issued to the person in sub-regulation(1)(*a*) by the inspector.

(4) The certificate in sub-regulation (3) must be supplied to the Chief Executive Officer within seven days from the date of issue.

(5) The person authorised in terms of section 27 of the Act must, as soon as possible after receipt of the sample, test, examine or analyse the sample and report the results of such test, examination or analysis to the Authority.

(6) The Authority may require a holder of a licence in terms of section 22C(1)(*b*), the holder of a certificate of registration of a medical device or a health establishment to supply the Authority with a sample of a particular medical device in order to test, examine or analyse the sample.

(7) In the case of a medical device where a sample cannot be taken, an onsite test, examination or analysis may be conducted by an inspector or a person authorised in terms of section 27 of the Act.

COMPLIANCE WITH REQUIREMENTS

26. (1) Every medical device must comply with—

(a) essential principles as determined by the Authority; and

(b) any declaration of conformity furnished to the Authority,

with regard to such medical device.

(2) Any proposed change or deviation related to the essential principles or declaration of conformity in sub-regulation (1) must be submitted and approved as determined by the Authority.

OFFENCES AND PENALTIES

27. (1) A person who fails to comply with, contravenes the provisions of, or wilfully furnishes incorrect information in respect of—

(a) regulations 3 or 4 with regard to the importation or transmission of medical devices;

(b) regulation 6 with regard to the labelling of medical devices;

(c) regulation 7 with regard to the instructions for the use of a medical device which is not an IVD;

(d) regulation 8 with regard to the instructions for use of an IVD;

(e) regulation 13 with regard to the licence to manufacture, distribute or wholesale medical devices;

(f) regulation 17 with regard to the destruction of medical devices;

(g) regulation 18 with regard to the conduct of clinical trials;

(h) regulation 19 with regard to reporting of adverse events and vigilance;

(i) regulation 22 with regard to the advertising of medical devices; or

(j) regulation 26 with regard to the compliance with requirements,

is guilty of an offence and upon conviction is liable to a fine, or to imprisonment for a period not exceeding 10 years or to both fine and imprisonment.

(2) A person who sells a medical device that has expired is guilty of an offence and upon conviction is liable to a fine, or to imprisonment for a period not exceeding 10 years or to both fine and imprisonment.

REPEAL OF LAWS

28. Regulations Relating to Medical Devices and *in vitro* Diagnostic Medical Devices (IVD), Government Notice No. 1515 published in Government Gazette No. 40480 of 09 December 2016 are hereby repealed.

SHORT TITLE

29. These Regulations are called Regulations Relating to Medical Devices, 2021.

SCHEDULES

Annexure 1

Certificate of registration for a medical device

MEDICINES AND RELATED SUBSTANCES ACT 1965, (ACT NO. 101 OF 1965)

MEDICAL DEVICE REGISTRATION CERTIFICATE

It is hereby certified that registration of the medical device described below has been approved by the Authority subject to the conditions indicated.

1. Name.....
.....

2. Registration number
.....

3. Class of medical device.....

4. In the case of a medical device which contains a medicine or scheduled substance the name and quantity of the active ingredient(s), or biological substance(s)

5. Nomenclature system code
.....

6. Conditions under which the medical device is registered
.....

7. Registered in the name of (holder of certificate of registration)
.....

8. Name and physical address of the original manufacturer
.....

9. Name and address of the licensed manufacturer or distributor.....

10. Date of registration.....

_____

Chief Executive Officer

Issued at.....on.....20.....

NATIONAL TREASURY

NO. 436 **21 May 2021**

I, TT Mboweni, Minister of Finance, acting in terms of the Division of Revenue Act, 2020 (Act No. 4 of 2020), hereby publish in the attached Schedule:

(a) The allocation of Schedule 7, Part A allocations to Limpopo, KwaZulu-Natal and Mpumalanga - Provincial Emergency Housing Grant.

For ease of reference only and where applicable, the attached Schedule reflect the allocations published in the Division of Revenue amendment Act, 2020 Schedule 7, Part A.

This Government Notice is set out as follows:

Part 1: Conditional allocations; and
Part 2: Explanatory memorandum relating thereto.

TT Mboweni, MP
Minister of Finance
Date:

Explanatory Memorandum to the Provincial Allocations set out in the Schedules

This *Gazette* is published in terms of the Division of Revenue Act, 2020 (Act No. 4 of 2020), and provides information on adjustments to existing allocations to national departments and provinces in the 2020/21 financial year.

This is necessitated by the need to allocate a portion of an unallocated schedule 7, Part A grant to Limpopo, KwaZulu-Natal and Mpumalanga following storm related damages experienced by the provinces.

This *Gazette* therefore updates information that was published in the Division of Amendment Revenue Act, 2020.

This notice affects the Provincial Emergency Housing Grant,

a) In compliance with Section 26 of the Division of Revenue Act, 2020 the National Department of Human Settlements allocates R2.311 million to Limpopo, R102.590 million to KwaZulu-Natal, and R40.984 million to Mpumalanga from the unallocated Provincial Emergency Housing Grant (Schedule 7, Part A).

SCHEDULE 7, PART A

TRANSFERS FROM THE PROVINCIAL EMERGENCY HOUSING GRANT

Vote	Name of allocation	Purpose	Province	Column A		
				2020/21 (Division of Revenue Amendment Act, 2020)	Adjustment	2020/21 Adjusted Allocation
				R'000	R'000	R'000
Human Settlements (Vote 33)	Provincial Emergency Housing Grant	To provide funding to provinces for the provision of temporary shelter assistance to households affected by disasters or a housing emergency; to provide funding to provinces to repair the damage to housing for low-income households following a disaster or housing emergency if the costs of repairs are less than the cost of relocation and provision of temporary shelter.	Eastern Cape	-	-	-
			Free State	-	-	-
			Gauteng	-	-	-
			KwaZulu-Natal	-	102 590	102 590
			Limpopo	-	2 311	2 311
			Mpumalanga	-	40 984	40 984
			Northern Cape	-	-	-
			North West	-	-	-
			Western Cape	-	70 885	70 885
			Unallocated	299 602	(216 770)	82 832
			TOTAL	299 602	-	299 602

DEPARTMENT OF POLICE

NO. 437 **21 May 2021**

INVITATION FOR PUBLIC COMMENTS: DRAFT FIREARMS CONTROL AMENDMENT BILL, 2021

1. Notice is hereby given that the draft Firearms Control Amendment Bill, 2021 ("the draft Bill") is made available for public comments. The draft Bill, the Object Memorandum thereto, as well as the Socio-Economic Impact Assessment System (SEIAS) Report are posted on the website of the Civilian Secretariat for Police Service at: http://www.policesecretariat.gov.za

2. The draft Bill seeks to amend the Firearms Control Act, 2000 (Act No. 60 of 2000), in order to-

   - provide for the insertion of a definition for "Authority", "ballistic sampling", "valid reason", "Automated Ballistic Identification System", "percussion/cap and ball firearm", "prohibited firearm" and "Service"; the substitution of the definitions for "dedicated hunter", "dedicated sportsperson", "firearm", "Minister", "muzzle loading firearm", "occasional hunter", "occasional sports person", "professional hunter", and "restricted firearm"; to delete the definition of "private collector",
   - to provide for the amendment of the Preamble;
   - to provide for the amendment of the Purpose of the Act and the insertion of Principles and the Objects of the Act; to provide for a muzzle loading

firearm to be included in the definition of "firearm", deletion of other references to muzzle loading firearms and consequential amendments relating thereto;

- to provide for the amendment of the provision relating to prohibited firearms; to provide for the issue of competency certificates to persons between the age of 18 and 21 years based on compelling reasons; to provide for the verification by accredited associations of applications to possess a firearm; to provide for the period of validity of all competency certificates to be five years; to provide for the Registrar to provisionally suspend the processing of an application for a competency certificate where the applicant has been issued with an interim protection order in terms of the Domestic Violence Act or the Protection from Harassment Act;
- to provide for the time period for the renewal of a competency certificate; to provide for matters relating to additional licences;
- to provide for the applicant for a firearm to provide a valid reason for possessing a firearm; to provide that no firearm licences may be issued for self-defence purposes;
- to provide for conditions under which a firearm licence for occasional hunting or sports-shooting may be issued; to provide for the limitation on the number of firearm licences that an occasional hunter or sports-shooter may hold;
- to provide for the types of firearms, other than a prohibited firearm, for which a firearm licence may be issued to a dedicated hunter or dedicated

sports- person; to provide for the limitation of firearm licences that may be issued to a dedicated hunter, dedicated sports-person or professional hunter;

- to provide for the deletion of provisions that permit a private collector to collect and possess firearms and ammunition in a private collection;
- to provide for the deletion of the provision that permits a public collector to possess projectiles, rifle grenades and cartridges manufactured to be discharged by prohibited firearms; to provide for the reduction in the rounds of ammunition that a public collector may possess;
- to provide for the deletion of the provision that requires that a prohibited or restricted firearm that is displayed in an accredited museum must have undergone a prescribed reversible non-damaging procedure before it is displayed;
- to provide that a restricted or prohibited firearm or device in a public collection may only be possessed if permanently deactivated; to provide that a restricted firearm may be issued by the Registrar upon certain factors, including a valid need;
- to provide for certain obligations of the Private Security Industry Regulatory Authority and accrediting associations towards the Registrar; to provide for the Registrar's obligations towards the Private Security Industry Regulatory Authority;
- to provide for the establishment of a Consultative Forum and matters related thereto;

- to provide for the marking of muzzle loading firearms in dealer's stock in a prescribed, non-damaging manner;
- to provide for the ballistic sampling of firearms in possession of the private security industry and in official institutions;
- to provide for the period within which a renewal of a firearm must be made and consequences for a failure to do so;
- to provide for the periods of validity of firearm licence or permit; to provide for the deletion of the provision relating to the sale or donation of a firearm without the intervention of a dealer;
- to provide for renewal of firearm licences and that a firearm licence remains valid until the application for renewal is decided;
- to provide that the Registrar may restrict the number and types of firearms and ammunition that may be imported or exported;
- to provide for the reduction of the number of ammunition that a licensed firearm holder may possess;
- to provide for the head of an Official Institution to submit quarterly reports to the Registrar on losses or theft of firearms and matters related thereto;
- to provide for ballistic sampling of firearms in possession of Official Institutions;
- to provide for the Registrar to suspend firearm licences of licence holders charged with an offence under the Domestic Violence Act and the Protection of Harassment Act; to provide for the Registrar to issue a warrant

for the search and seizure of competency certificates, permits, firearms and ammunition in possession of firearm licence holders declared unfit;

- to provide for the establishment of the Central Firearm Register as a Division in the South African Police Service; to provide for the Registrar to submit quarterly reports to the Minister and Parliament on losses and theft of firearms issued to members of the police and other Official Institutions; to provide for the designation of a Designated Firearms Officer at each police station with a clear description of functions, in order to strengthen the control over firearms in possession of the police, other Official Institutions and private security service providers and to improve the processing of applications for competency certificates and firearm licences;
- to provide for obligations of commanders, including station commanders in respect of the control over firearms;
- to provide for the Minister of Police to appoint additional members to the Appeal Board, to provide for the strengthening of the independence of the Appeal Board and the functions of the Appeal Board;
- to provide for the Central Firearms Database to contain a dedicated database of firearm licences issued to security service providers linked to the database of the Private Security Industry Regulatory Authority;
- to provide for the Registrar to appoint the head of the Office of the Central Firearms Register on at least the level of a Divisional Commissioner and who must report to and be directly accountable to the Registrar;

- to provide for the deletion of the provision that allows for a person who surrenders a firearm during an amnesty to apply for a licence in respect of that firearm;
- to provide for powers of the Minister to prescribe matters pertaining to the processing of applications for firearm licences and competency certificates, the functioning of the Appeal Board and the carrying of firearms by security officers in the execution of their duties and functions;
- to provide for the executor or administrator of a deceased estate to notify the Registrar of the death of the licence holder and of the place where the firearm of the deceased will be kept; to provide for the Registrar to issue a temporary authorisation to possess a firearm or ammunition in the deceased estate until the executor or administrator of the deceased estate is appointed;
- to provide for the inclusion of ammunition in the provision of the Act that deals with inherited firearms;
- to provide for the executor or administrator of a deceased estate to remain in possession of the estate firearm until the application of a firearm licence is decided;
- to provide for regulations to be made as a result of the amendments; to provide for transitional provisions in respect of percussion/cap-and-ball revolvers, including provision for an additional licence in the category of occasional hunting and sports shooting, in order to accommodate the licensing of percussion/cap-and-ball revolvers;

- to provide for the licensing of muzzle loading firearms within twelve months from the date of commencement of the Amendment Act; to provide that a licence or permit issued in respect of a prohibited firearm, device, ammunition, projectile, rifle grenade and cartridges to a private collector shall remain valid until the date of expiry of that licence; to provide for an additional licence issued in respect of a valid licence to possess a firearm or restricted firearm for self-defence to remain valid until the expiry of that licence;
- to provide for a valid firearm licence issued for dedicated hunting, dedicated sports-shooting, professional hunting and for private collection to remain valid until the expiry of that licence;
- to provide for a valid firearm licence issued for private and public collection to remain valid until the expiry of that licence; to provide that a valid licence, competency certificate, permit or authorisation shall remain valid until the date of expiry of that licence, competency certificate, permit or authorisation;
- to provide for the compliance by Official Institutions to Chapter 11 of the Act;
- to provide for transitional provisions in respect of the registration of frames and receivers; to provide for transitional provisions in respect of licences issued under the repealed Arms and Ammunition Act, 1969;
- and to provide for matters connected therewith.

3. All interested persons and organisations are invited to submit written comments on the draft Bill and Socio-Economic Impact Assessment System Report no later than 45 days from date of publication of this notice by –

   (i) e-mail to: comments.fcabill@csp.gov.za

   (ii) posting comments to:
   Secretary for Police Service, for attention of Mr M Ntwana at:
   Civilian Secretariat for Police Service
   Private Bag X922,
   PRETORIA
   0001

   (iii) hand delivery at the Civilian Secretariat for Police Service at Van Erkom Building, Van Erkom Arcade, 7th Floor, 217 Pretorius Street **PRETORIA**.

4. Kindly provide the name, postal and e-mail address, telephone and fax number of the person or organisation submitting the comments.

5. Enquiries regarding access to a copy of the draft Bill may be made to Ms Lornah Legomo at telephone no. (012) 393 4658 or by email lornah.legomo@csp.gov.za

DEPARTMENT OF POLICE

NO. 438 **21 May 2021**

INVITATION FOR PUBLIC COMMENTS: DRAFT PROTECTION OF CONSTITUTIONAL DEMOCRACY AGAINST TERRORIST AND RELATED ACTIVITIES AMENDMENT BILL, 2021

1. Notice is hereby given that the draft Protection of Constitutional Democracy against Terrorist and Related Activities Amendment Bill, 2021 ("the draft Bill") is made available for public comments. The draft Bill, the Object Memorandum thereto, as well as the Socio-Economic Impact Assessment System (SEIAS) Report are posted on the website of the Civilian Secretariat for Police Service at: http://www.policesecretariat.gov.za

2. The draft Bill seeks to update the Protection of Constitutional Democracy against Terrorist and Related Activities Act, 2004 (Act No. 33 of 2004) ("the principal Act") with regard to developments in international law, to give effect to certain Constitutional Court judgments and to address challenges experienced with conducting investigations and prosecutions. Particular provisions have been inserted to cater for foreign terrorist fighters and to address the sentencing of the financing of terrorism.

3. The proposals involve the amendment of certain definitions in the principal Act, and the insertion of some new offences related to maritime and aviation security. It proposes to place the responsibility for the publication of United Nations

Security Council Resolutions in a notice in the *Gazette*, and other appropriate means, with the Minister of Finance in terms of the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001) and the Director of the Financial Intelligence Centre. It simplifies the interpretation of the jurisdiction provision and expands the extradition provisions to all terrorism related offences in the principal Act.

4. All interested persons and organisations are invited to submit written comments on the draft Bill and Socio-Economic Impact Assessment System Report no later than 45 days from date of publication of this notice by –

   (i) e-mail to: comments.pcdtbill@csp.gov.za

   (ii) posting comments to:
   Secretary for Police Service, for attention of Dr. PC Jacobs at:
   Civilian Secretariat for Police Service
   Private Bag X922,
   PRETORIA
   0001

   (iii) hand delivery at the Civilian Secretariat for Police Service at Van Erkom Building, Van Erkom Arcade, 7th Floor, 217 Pretorius Street **PRETORIA**.

5. Kindly provide the name, postal and e-mail address, telephone and fax number of the person or organisation submitting the comments.

6. Enquiries regarding access to a copy of the draft Bill may be made to Ms Lornah Legomo at telephone no. (012) 393 4658 or by email lornah.legomo@csp.gov.za

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 439 **21 May 2021**

Companies and Intellectual Property Commission
a member of the dtic group

PRACTICE NOTE 1 OF 2021

SERVICE OF SUBPOENAS AND OTHER CORPORATE LEGAL COURT DOCUMENTS ON THE CIPC

The COVID-19 pandemic has changed many things within the South African economy, and none more so than the way of doing business. In observing the social distancing protocols at all times, and ensuring that all employees of the *dtic* campus is protected as much as possible, access to the campus has been limited to staff only. No member of the public is allowed access to the *dtic* campus until further notice.

The process of service of corporate legal documentation on the CIPC, has been simplified, to allow for electronic service via corporatelegalservices@cipc.co.za. In some instances, it is required for legal documentation such as notices of motion, subpoena's and court orders, to be served on the CIPC, especially where the CIPC is an interested party, or certain action is to be taken by the Commission.

Uniform Rules of Court, specifically Rule 4 and 4A, describes the requirements of service of legal documents in detail and allows for the service of documents by way of electronic means. Annexure 3, Table CR3 of the Companies Act, 2008 details the methods and times for delivery of documents and also provides for the service thereof by electronic means.

ALL corporate legal documents, where the CIPC is an interested party or where certain action is required to be taken by the CIPC, in terms of a court order or SAPS issued subpoena, **MUST** be served electronically via corporatelegalservices@cipc.co.za. No electronic service of legal documents on CIPC officials via personal e-mail boxes will be accepted as validly served.

Corporate legal documents must comply with the following:

- All documentation must be signed and stamped by the Registrar of the relevant court;

- Enough time must be provided for CIPC to respond to subpoenas and implement court / Companies Tribunal orders, in terms of Rule 4 of the Uniform Rules of Court, which advocates a “reasonable time” period;
- Only information that the CIPC is privy to and in a position to provide, should be requested;
- Legal documents must contain the correct entity name and registration number, to ensure valid implementation;
- Costs for providing documentary evidence (subpoenas), and/or giving evidence at a court hearing (in person), must be tendered.

Adv Rory Voller
Commissioner: CIPC
7 April 2021

BOARD NOTICE 31 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 18 February 2021, into alleged improper conduct of the registered person.

Name of Person: Warren-Lewis J. Linden

Registration Number: PSAT43465889

Nature of the offence

Guilty of the contravention of Rule 2.4, 3.1, 5.4, 5.9, 5.1 and 5.10 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Warren-Lewis J. Linden is fined R25 000.00 (Twenty five thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 32 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 28 August 2020, into alleged improper conduct of the registered person.

Name of Person: Terrence Miya

Registration Number: CAT21264

Nature of the offence

Guilty of the contravention of Rules 2.3 and 4.9 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Terrence Miya is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R5 000 (Five thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 33 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 25 March 2021, into alleged improper conduct of the registered person.

Name of Person: Pieter J. De Wet

Registration Number: PrArch7896

Nature of the offence

Guilty of the contravention of Rule 4.1,5.1,5.10 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Pieter J. De Wet is fined R8000.00 (Eight thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 34 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 05 February 2021, into alleged improper conduct of the registered person.

Name of Person: Pierre J. De Villiers

Registration Number: CAD56140945

Nature of the offence

Guilty of the contravention of Rule 1.1 (1.1.2) and 2.3 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Pierre J. De Villiers is fined R14000.00 (Fourteen thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 35 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 13 February 2021, into alleged improper conduct of the registered person.

Name of Person: Nirupa Gopidayal

Registration Number: PrArch24750625

Nature of the offence

Guilty of the contravention of Rule 4.1 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Ms. Nirupa Gopidayal is fined R5000.00 (Five thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 36 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 23 March 2021, into alleged improper conduct of the registered person.

Name of Person: Nigel W. Phillips

Registration Number: ST1555

Nature of the offence

Guilty of the contravention of Rule 2.4 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Nigel W. Phillips is fined R2500.00 (Two thousand five hundred rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 37 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 20 March 2021, into alleged improper conduct of the registered person.

Name of Person: Lovemore A. Munyaradzi

Registration Number: PrArch21932

Nature of the offence

Guilty of the contravention of Rule 2.4 and 5.10 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Lovemore A. Munyaradzi is fined R5000.00 ((Five thousand rand)) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 38 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 08 February 2021, into alleged improper conduct of the registered person.

Name of Person: Kgalalelo Mpete

Registration Number: CAD21415

Nature of the offence

Guilty of the contravention of section 18(2) read with section 26(3) of Act 44 of 2000.

Sanction:

- Ms. Kgalalelo Mpete is fined R10 000.00 (Ten thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 39 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 24 February 2021, into alleged improper conduct of the registered person.

Name of Person: Johan K. Van Rooyen

Registration Number: PrArch6768

Nature of the offence

Guilty of the contravention of Rule 2.4 and 5.10 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Johan K. Van Rooyen is fined R2500.00 ((Two thousand five hundred rand)) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 40 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 01 February 2021, into alleged improper conduct of the registered person.

Name of Person: Heidi Douven

Registration Number: PAD20571

Nature of the offence

Guilty of the contravention of Rules 5.1 and 5.10 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Ms. Heidi Douven is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R3 000 (three thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 41 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 15 February 2021, into alleged improper conduct of the registered person.

Name of Person: Ewald Harvie

Registration Number: CAD49495114

Nature of the offence

Guilty of the contravention of Rule 3.1 and 5.1 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Ewald Harvie is fined R10 000.00 ((Ten thousand rand)) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 42 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 09 February 2021, into alleged improper conduct of the registered person.

Name of Person: Andrew Goedhals

Registration Number: CANT 55112901

Nature of the offence

Guilty of the contravention of Rule 2.3 and 3.1 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009 and section 18(2) read with section 26(3) of Act 44 of 2000.

Sanction:

- Mr Andrew Goedhals, is fined R15 000.00 ((Fifteen thousand rand)) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 43 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 19 January 2021, into alleged improper conduct of the registered person.

Name of Person: Andrew G. Wood

Registration Number: PrArch6893

Nature of the offence

Guilty of the contravention of Rule 1.1(1.1.2) and 5.10 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Andrew G. Wood, is fined R7500.00 ((Seven thousand five hundred rand)) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 44 OF 2021

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 15 March 2021, into alleged improper conduct of the registered person.

Name of Person: Alexander M. Boois

Registration Number: PAD20751

Nature of the offence

Guilty of the contravention of Rule 4.1 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Alexander M. Boois is fined R10000.00 (Ten thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 45 OF 2021

South African Council
for the Architectural Profession

Proposed amendments to the requirements for recognition and maintenance of recognition for voluntary association

In terms of section 14(d) read with section 25 of the Architectural Profession Act SACAP made rules under Board Notice 86 of 2016 for requirements for recognition and maintenance of recognition of a voluntary association. SACAP hereby consults to review and amend the rules under Board Notice 86 of 2016.

In terms of section 36 (1) of the Act, the Council is empowered to make rules with regard to any matter that is required or permitted to be prescribed in terms of the act and any other matter for the better execution of the Act.

Section 36 (2) *(a)* of the Act provides that before the Council makes any rule under this section, it must publish a draft of the proposed rule in the *Gazette* together with a notice calling on interested persons to comment in writing within a period stated in the notice, but the period may not be less than 30 days from the date of publication of the notice.

Notice inviting comments in writing

Notice is hereby given in terms of Section 36 (2) (a) of the Act that Council has prepared draft rules and all interested and affected persons are requested within 30 business days from the date of the publication of this notice to make written representations on the proposed requirements for recognition and maintenance of recognition for voluntary association.

Written representation must be submitted to the details below on or before 21 June 2021

Submission details:

Ms. Brenda Phake

By Email: Brenda.Phake@sacapsa.com

Tel: 011 479 5000

By Postal address: P O Box 1500, Rivonia, 2128

By Physical address: 51 Wessels Road, Right Wing, Rivonia, Sandton, 2128

BOARD NOTICE 46 OF 2021

THE SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

REQUIREMENTS FOR RECOGNITION AND MAINTENANCE OF RECOGNITION OF A VOLUNTARY ASSOCIATION IN TERMS OF SECTION 25, READ WITH SECTION 14(d), OF THE ARCHITECTURAL PROFESSION ACT, 2000 (ACT NO. 44 OF 2000) (THE ACT)

Notice is hereby given that, as provided in this Schedule, the South African Council for the Architectural Profession intends, in terms of section 14(d) read with section 25 of the Act, to implement the following rules for the recognition of an association as a voluntary association in terms of Section 25 of the Act and the maintenance of that recognition.

SCHEDULE

1. In this Schedule, unless the context indicates the contrary, a word or term as defined in section 1 of the Act, shall have that same meaning: provided that, for purposes of this Schedule, the following words shall have the following meanings:

   (i) "the Act" means the Architectural Profession Act, 2000 (Act No. 44 of 2000), as amended from time to time;

   (ii) "association" means an association of natural persons which has:

      (a) an identity separate from its individual members;
      (b) as the majority of its members, persons who have been registered in one of the categories provided for in section 18 of the Act: provided that, in this definition,

majority shall mean 50% of the members plus one additional person who is registered in terms of one of the categories provided for in section 18(1) of the Act;

(c) as the majority of its members, persons who are in good standing and who are certified annually by the association in the manner specified in this Notice; and

(d) as its objects, the promotion and transformation of the architectural profession in South Africa and the promotion of the professional interests of its members;

(iii) "Council" means the South African Council for the Architectural Profession as constituted in terms of section 3 of the Act;

(iv) "registered person" means a person who is registered in one of the categories in terms of section 18(1) of the Act;

(v) "Rules" shall mean the rules contained in this Schedule; and

(vi) "voluntary association" means any voluntary association recognised by the Council in terms of Section 25, read with section 14(d) of the Act and "VA" shall have a corresponding meaning.

2. To quality for recognition as voluntary association, and association shall comply with the following:

2.1 the association shall have a constitution that provides for:

2.1.1 a management structure, nomination procedure and requirements with which members nominated for office shall comply;

2.1.2 the association's powers in general and for the enrolment of members, termination of membership and associated matters;

2.1.3 the requirements for membership in different categories and rules for cancellation and re-instatement thereof; and

2.1.4 a code of professional conduct for Its members which aligns with the Council's Code of Conduct as per Board Notice 7 of 2021, or such other Notice as may be applicable from time to time, and which provides for disciplinary procedures which observe the rules of natural justice and which provide for appropriate sanctions for contraventions of the code;

2.1.5 the submission to the Council of all validated courses to be offered under the auspices of the association for CPD purposes to enable SACAP to upload the information on the SACAP website;

2.1.5.1 the annual reporting to the Council, for statistical and related purposes, of a report certifying and signed by a designated office bearer, detailing:

(a) records of attendance of persons who have attended any validated CPD courses or any other activities offered under the auspices of the association and which are intended to count towards compliance with CPD requirements of persons registered in terms of section 18(1) of the Act;

(b) information about the annual paid up members of the association; and

(c) continuing compliance with the conditions of recognition for voluntary associations in terms of these Rules:

(d) report detailing the relevance and quality of the CPD activities offered under association's auspices.

(e) transformation statistics for association membership.

3. Provided that the Council shall have the right to audit the information submitted to it by voluntary associations.

4. if, after consideration of an application, the Council is not satisfied that the association meets the relevant requirements for recognition as set out in these rules, the Council must formally notify such association and give reasons why it does not meet the relevant requirements for recognition as set out in these rules.

5. Council shall, in notifying the association that is found not to meet the relevant requirements for recognition as set out in these rules that its application has not been successful, also notify that association of its right to appeal against such a Council decision through the avenues provided for lodging an appeal through the Council for the Built Environment.

6. A voluntary association shall further submit its annual report to Council by no later than **31 March** each year in order to maintain the validity of its certificate of recognition.

7. A certificate of recognition of a voluntary association shall be valid for a period of five years from date of issue, as provided for in Section 25 read with Section 14(d) of the Act: provided that a voluntary association shall at all times remain in compliance with the provisions of this Board Notice.

8. RENEWAL AND LAPSING OF RECOGNITION

8.1 The recognition of voluntary association remains in effect for as long as it meets the requirements for recognition in terms of these rules.

8.2 Council reserves the right to conduct regular audits and inspections on all recognised voluntary associations to ensure that voluntary associations remains compliant to the requirements for recognition in terms of these rules.

8.3 The recognition of voluntary association lapses in terms section 25(6)(a) of the Act-

(a) if that association no longer complies with the requirements contemplated in section 14(d);or

(b) at the expiry of the five-year period referred to in subsection (4).

8.4 A voluntary association must, at least three months prior to the expiry of its recognition, apply in the prescribed manner to the council for the renewal thereof.

REPEAL OF PREVIOUS RULES

The Rules published under Board Notice 86 of 2016 are hereby repealed.

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065